



On-Air Contributor Self-Employed Individual and Service Company Terms & Conditions

1. Contract

- 1.1 On the separate occasions that You are engaged by the BBC (each, a “**Booking**”), the specific details of that Booking will be set out in the BBC’s booking documentation sent to You or (if relevant) the front sheet attached to these terms and conditions (the “**Booking Documentation**”). Together, the Booking Documentation and these terms and conditions constitute the Contract between You and the BBC.
- 1.2 For “auto-pay” Bookings You will be deemed to have accepted the Contract on commencement of provision of the Contribution or if you do not return your Fee within 28 days of receipt of payment, whichever is the earlier.
- 1.3 For all other Bookings You will be deemed to have accepted the Contract on the date that You confirm acceptance of the Booking Documentation.

2. BBC contracting party

- 2.1 In these terms and conditions, “**the BBC**” means the member of the BBC group named in the Booking Documentation.

3. You

For Bookings of an individual:

- 3.1 “**You**” means the individual named in the Booking Documentation (the “**Contributor**”).

For Bookings of a company or organisation (including partnership) for the services of the Contributor:

- 3.2 “**You**” means the company/organisation named in the Booking Documentation and the following additional clauses shall apply:
 - (a) You warrant, undertake and represent that You control the services of the Contributor.
 - (b) You acknowledge that obligations, undertakings, warranties and representations on or by the Contributor will be interpreted as an agreement by You to procure that the Contributor will fulfil those obligations, undertakings, warranties and representations.
 - (c) In respect of clause 7.2 (*Waiver of moral rights*), You warrant that You have procured that the Contributor has waived irrevocably any moral rights they may have under the laws of any jurisdiction.
 - (d) Where You are a company, You will remain incorporated and registered in the UK for the whole of the Term and upon dissolution You will transfer any remaining obligations hereunder to the Contributor.
 - (e) Where You are a partnership, each partner shall be jointly and severally liable for Your obligations under this Contract.
 - (f) If required by the BBC, You will procure that the Contributor executes a guarantee letter in a form provided by the BBC (“**Guarantee Letter**”), and if a Guarantee Letter is required, You acknowledge that the BBC will have no liability to pay the Fee unless and until such Guarantee Letter has been duly executed by the Contributor and returned to the BBC. Where there is more

than one Contributor, each Contributor will need to sign a Guarantee Letter.

- 3.3 If You are under the age of 18 then this Contract is: (a) entered into between the BBC and Your parent/guardian on Your behalf; and (b) subject to any necessary licence under relevant child licensing regulations being obtained.

4. Contribution

- 4.1 **“Contribution”** means all contributions, as well as the products of the services, made and/or delivered by You in connection with this Contract including but not limited to Your performance (as well as rehearsals) and spoken, written and artistic material (including audio and video recordings thereof) provided by You, and where the BBC has commissioned recordings from You, You will procure that such recordings belong to the BBC. For the purposes of US copyright law, the Contribution will be considered a “work or works made for hire” for the BBC.
- 4.2 You undertake to provide the Contribution to the BBC as required under this Contract and to observe and perform the terms and conditions of the Contract.
- 4.3 You undertake to make such attendances as are agreed in connection with the Contribution, and in the case of any Contribution in front of an audience or which may be filmed, You undertake to comply with the BBC’s requirements regarding appearance (including make-up and clothing).
- 4.4 If the Contribution includes written material, You undertake that any such written material will comply with the BBC’s requirements (as notified to You by the BBC) in relation to content and delivery times and that You will, if required, provide additional written material for use in publications ancillary to the Programme(s) on the same basis.

Warranties

- 4.5 You undertake, warrant and represent that:
- (a) the Contribution:
 - (i) will be Your original work;
 - (ii) does not and will not contain any infringement of copyright or any other rights or any third party and that You will disclose to the BBC any copyright material included in the Contribution of which You are not the owner;
 - (iii) will not bring the BBC into disrepute or be defamatory or constitute a contempt of court; and
 - (iv) will not contain advertisements or anything of an advertising nature;
 - (b) You will not make or authorise the broadcast or other use of all or any part of the Contribution;
 - (c) You possess all necessary skill, ability, knowledge and experience to execute and provide the Contribution as a first-class contributor conscientiously and in a professional manner at all times, complying with any reasonable requests of the BBC;
 - (d) You will use all proper care and diligence in providing the Contribution;
 - (e) if the Contribution includes the provision of services as an expert on a subject, You shall use due care, skill and diligence as would reasonably be expected of a competent provider of such services and that You are and will

continue to be fully informed to the highest standard in Your area of specialism to the satisfaction of the BBC; and

- (f) if the Contribution includes the provision of translation services, Your translation will be a true and wholly accurate translation of the material provided to You for such translation and will be to a standard acceptable to the BBC.

5. Fee

- 5.1 In consideration of Your provision of the Contribution and of the grant of rights as set out in clause 7 (*Rights*), where such rights arise, the BBC agrees to pay You the fee set out in the Booking Documentation (the “**Fee**”).
- 5.2 If applicable, the Fee shall, unless otherwise stated, be exclusive of VAT. VAT is only payable if You are VAT registered and have complied with all relevant BBC procedural requirements.
- 5.3 Where an agent is named in the Booking Documentation, You authorise the BBC to pay the Fee (including VAT) to that agent and You accept that any such payment shall constitute a full and valid discharge of any claim against the BBC in respect of any monies so paid.
- 5.4 You acknowledge that the Fee includes fair and equitable remuneration in respect of any rental or lending of the Contribution.
- 5.5 Payment of the Fee is subject to You having provided the BBC with up to date and accurate information required by the BBC to process the payment and to comply with its statutory obligations, including but not limited to Your National Insurance number or equivalent, Your legal name and Your date of birth.
- 5.6 The Booking Documentation may show that the Fee is payable in regular instalments. In such case, the Fee will be reconciled prior to the end of the Term. Any over-payments shall be set off against instalments projected as owing at the end of the Term and under-payments shall be payable within 30 days of receipt of an invoice in relation to the same which may be issued by You at the end of the Term.

6. Income Tax and National Insurance Contributions

- 6.1 You are solely responsible for Your financial planning and tax advice and the BBC accepts no liability in this respect. The offer of the Booking is made solely in respect of the Contribution and not in any wider context, of which You and Your advisors are assumed to have knowledge.

For Bookings with an individual

- 6.2 You must comply, and are solely responsible for compliance, with any and all relevant laws and regulations where you are liable to pay tax or social security contributions in respect of the consideration received under this Contract.
- 6.3 Should the HMRC tax tribunal or other adjudicative body with appropriate jurisdiction find you have not complied with these obligations, the BBC shall be entitled to terminate this Contract forthwith subject to payment of a fair proportion of the Fee(s) as determined by the BBC after discussion with You for work already carried out up to the date of termination. Thereafter you will have no further claim against the BBC and the grant of rights under clause 7 below (*Rights*) will survive such termination.

6.4 Should HMRC or other relevant body or authority make any claim against the BBC in respect of Your tax or national insurance liabilities, You shall fully indemnify and hold harmless the BBC from such claim(s) to the fullest possible extent.

For Bookings with a company

6.5 Where You (and where applicable the Contributor) are liable to be taxed in the UK in respect of consideration received under this Contract, You shall, and shall procure that the Contributor shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

6.6 Where You (and where applicable the Contributor) are liable for National Insurance Contributions (NICs) in respect of consideration received under this Contract, You shall, and shall procure that the Contributor shall, at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

6.7 The BBC may, at any time during the Term, request that You provide information which demonstrates how You (and where applicable the Contributor) comply with clauses 6.5 and 6.6 above or why those clauses do not apply.

6.8 A request under clause 6.7 above may specify the information which You (or the Contributor) must provide and the period within which that information must be provided.

6.9 The BBC may terminate this Contract if:

(a) in the case of a request mentioned in clause 6.7 above:

(i) You fail to provide information in response to the request within a reasonable time; or

(ii) You provide information which is inadequate to demonstrate either how You (and where applicable the Contributor) comply with clauses 6.5 and 6.6 above or why those clauses do not apply to You;

(b) in the case of a request mentioned in clause 6.7 above, You fail to provide the specified information within the specified period; or

(c) the BBC receives information which demonstrates that, at any time when clause 6.5 and/or 6.6 apply to You (and where applicable the Contributor), either You, the Contributor or both are not complying with such clause(s).

6.10 Thereafter you will have no further claim against the BBC and the grant of rights under clause 7 below (*Rights*) will survive such termination.

6.11 The BBC may supply any information which it receives under this clause to HMRC for the purpose of the collection and management of revenue for which it is responsible.

6.12 You will procure that there are written terms between You and the Contributor prior to signature of this Contract which oblige the Contributor to comply personally with the requirements of clauses 6.5, 6.6, 6.7 and 6.8 above in respect of any consideration received by the Contributor in connection with this Contract.

6.13 Should HMRC or other relevant body or authority make any claim against the BBC in respect of Your or the Contributor's tax or National Insurance liabilities, You



and/or the Contributor shall fully indemnify and hold harmless the BBC from such claim(s) to the fullest possible extent.

7. Rights

- 7.1 You assign to the BBC with full title guarantee the complete copyright, performers' rights and all other related rights (including any rental and lending rights) for all purposes (including use in all media now known or in the future) in the Contribution throughout the Universe in perpetuity.
- 7.2 You grant the BBC the unlimited right to edit copy alter add to take from adapt or translate the Contribution, and, with regard to the Contribution and the Programme(s) in which it is included, You waive irrevocably any "moral rights" You may have under the laws of any jurisdiction.

8. Term

- 8.1 The Contract remains in full force and effect for the period set out under the 'Booking Dates' in the Booking Documentation (the "**Term**").
- 8.2 To the extent any obligations have already been performed by either party, such obligations will for all purposes be deemed to have been performed in accordance with and subject to the provisions of this Contract.
- 8.3 For the avoidance of doubt, the obligations under clauses 3.2(d) (*Company warranty*), 6 (*Income Tax and National Insurance Contributions*), 16 (*Deductions*), 19 (*Confidential information*), 21 (*Indemnity*), 22 (*No assignment*), 24 (*Third parties*), 29 (*Data protection*) and 33 (*Governing law*) extend beyond the Term.

9. Additional clauses applicable to longer-term Bookings

For Bookings of three months or longer, the following additional terms apply:

Availability

- 9.1 Once dates and times for the provision of the Contribution have been agreed with the BBC ("**Call Days**"), You will make Yourself available to the BBC on those Call Days. Any day of the year might be agreed as a Call Day (including public holidays) and a day is a full day, save as may otherwise be provided for herein, for however long the production schedule dictates.
- 9.2 For regular presenting Contributions, Call Days will set be out in the Booking Documentation as an indicative pattern of presentation shifts provided at a production base.
- 9.3 On occasion, and where reasonable, You might be asked to present on location (in respect of which any additional travel or accommodation will be paid for by the BBC). Where additional time is necessarily incurred in fulfilling the Booking at the request of the BBC, for example, You are asked to travel or work outside of Your agreed Call Days, You may, where reasonable, be entitled to additional compensation that should be agreed in advance with the Editor or Executive Producer (or their nominee).
- 9.4 You undertake to be contactable and available as necessary to provide the Contribution on any Call Days as are set out in the Booking Documentation. For the avoidance of doubt, the minimum commitment (howsoever it is construed i.e. whether in terms of days or shows or episodes etc.) is based upon You making Yourself available to fulfil the minimum commitment and if You are not so

available, for any reason, the Fee (including any minimum guarantee) shall be reduced proportionately.

Ancillary services included in the Contribution

9.5 In order to provide the Contribution, you will provide all reasonable ancillary services (some of which must be carried out at Your own time and at Your own cost) such as:

- (a) preparation, all attendances, appearing in and out of vision/on and off air;
- (b) provision of appropriate clothing (as described below), in the case of an in-vision Booking;
- (c) creative input for content production (including, where this is agreed to be part of your role, researching, writing and editing Your own oral and written contributions/blogs and other associated content, revising as required from time to time);
- (d) travel as deemed reasonably necessary by the BBC (and You will throughout the Term hold a valid passport and will fully cooperate with the BBC in obtaining any work permits and visas etc. necessary to provide the Contribution); and
- (e) press, promotion and trails.

Appropriate clothing

9.6 Notwithstanding the provisions of clause 11 (*Editorial standards, broadcast regulation, conflicts of interest*):

- (a) “appropriate clothing” referred to above excludes clothing You have been given or sold at a reduced cost by the brand/manufacturer/retail outlet, unless the price reduction was generally available to members of the public; and
- (b) for clarity, and in respect of appearances in vision only, it is a pre-condition of this Contract that if You have any arrangements regarding the supply of clothing for use without cost or at a reduced cost or in return for other benefits, You must have notified the BBC before accepting the Booking. You may not wear such clothing for the provision of the Contribution.

Providing services to third parties

9.7 You agree that, to preserve the value of this Booking to the BBC, You should not without appropriate consultation with the BBC provide the same or similar services or contributions to another audio and/or visual producer or broadcaster where the products of those services or contributions: (i) would be available to audiences in the UK or Republic of Ireland at or around the same time as the Programme; and/or (ii) would conflict with clause 11 (*Editorial standards, broadcast regulation and conflict of interest*).

Suspension

9.8 The BBC is entitled to suspend this Contract for up to 3 months if it reasonably believes You have:

- (a) behaved in a manner which is or may be perceived to be contrary to clause 11 (*Editorial standards, broadcast regulation and conflicts of interest*) or clause 12 (*Expected behaviour*) and/or could bring the BBC into disrepute; or

(b) committed a material breach of this Contract.

9.9 In such circumstances:

- (a) suspension will take effect immediately by the BBC giving written notice to You;
- (b) the BBC may at its absolute discretion reduce the Fee by an amount proportionate to the suspension period;
- (c) the terms of this Contract will continue to apply, save that the BBC is not obliged to pay the Fee, and you are not obliged to provide the Contribution;
- (d) the right to suspend this Contract will be entirely at the BBC's discretion and will not in any way limit the BBC's rights elsewhere in this Contract;
- (e) the BBC will have the right during or by the end of the suspension period to terminate this Contract;
- (f) the BBC may at its absolute discretion end the suspension early by giving You 2 weeks' written notice;
- (g) for clarity, if Your alleged conduct is also being investigated by the police (an **"Investigation"**) and this Contract is suspended rather than terminated, You will not be entitled to the portion of the Fee that might otherwise have been paid during the suspension period even if no charges are brought or if charges are dropped and/or if You are acquitted of all charges;
- (h) if the outcome of any Investigation and/or the outcome of a criminal prosecution is not known before the end of the suspension period this will be an event of *force majeure* under clause 20 (*Termination*).

9.10 For the avoidance of doubt, if this Contract is suspended under this clause:

- (a) all rights hereby granted and/or assigned to the BBC will remain vested in the BBC;
- (b) the obligations of clause 19 (*Confidential information*) and 21 (*Indemnity*) shall continue to apply;
- (c) any unpaid Fee for any part of the Contribution provided before the suspension will remain payable;
- (d) any suspension shall not extend the Contract Term.

10. BBC editorial control

10.1 You acknowledge that the BBC has final editorial control of all BBC output, in accordance with its regulatory obligations under the [Ofcom Broadcasting Code](#) (the **"Ofcom Code"**) and the BBC's [Charter and Agreement](#) (together, the **"BBC Charter"**).

10.2 You acknowledge that the Programme title(s) and the date and time of transmission/release of the Programme(s) may be changed at the discretion of the BBC.

10.3 You acknowledge that there is no obligation to broadcast or otherwise use the Contribution and the BBC, shall not be liable to You for loss of publicity or otherwise as a result thereof.

11. Editorial standards, broadcast regulation, conflicts of interest

- 11.1 By accepting this Booking, You warrant that You have a good and up-to-date understanding of the laws and regulations that broadcasters licensed by Ofcom are obliged to comply with including but not limited to the Ofcom Code.
- 11.2 You acknowledge that the BBC is obliged by the BBC Charter to observe the standards established in the Ofcom Code, and that the BBC accordingly includes those standards and other regulatory principles by which it is bound in its [Editorial Guidelines](#) and [accompanying guidance](#) (together, the “**Editorial Standards**”), and You confirm Your familiarity with and understanding of those documents (as amended and updated from time to time).
- 11.3 It will be considered a material breach of this Contract should Your acts or omissions put the BBC in breach of its regulatory obligations as set out in this provision.
- 11.4 You acknowledge that the BBC’s reputation for impartiality, integrity, independence and decency is fundamental, and therefore agree that no part of the Contribution or Your activities and conduct will compromise, undermine or call into question, or be perceived to compromise or call into question, any of the foregoing and must not bring the BBC or its content, into disrepute.
- 11.5 Based on information in the public domain about You and Your business activities and external interests, the BBC is comfortable that no conflicts of interest should arise in relation to this Booking, however, it is a pre-condition of this Contract that You have declared any potential conflicts in accordance with Section 15 of the Editorial Standards.
- 11.6 If during the Term You consider undertaking any other work or activities that You believe may or may be perceived to be such a conflict You should raise it with Your key editorial contact and the BBC will provide expert guidance to facilitate continued compliance. If a conflict exists or arises it may be that any or all of the Contribution is rendered unusable by the BBC which the BBC would treat as a material breach of this Contract by You.
- 11.7 This clause 11 will remain in force: (a) for the duration of the Term if the whole Contribution has been made available to the public by that date and the Contribution is no longer available on the BBC’s online services; or (b) until the earlier of: (i) 30 days following the date on which the whole Contribution has been made available to the public and is no longer available on the BBC’s online services; and (ii) 12 months following the end of the Term, except where there are circumstances in respect of which the BBC may require a longer period to ensure continued editorial integrity. In such cases a suitable variation will be mutually agreed between the parties in good faith.

12. Expected behaviour

- 12.1 You shall comply with the BBC Code of Conduct, which includes the BBC Values. You shall also comply with all policies and all guidelines which are relevant to Your engagement and can be found here [– Policies & Guidelines](#).

13. Health

- 13.1 You warrant that You do not know of any health condition which could affect Your ability to provide the Contribution or which could prevent the BBC from effecting production insurance on standard terms.

13.2 You agree to return (within 7 days) any form of declaration of health submitted to You by the BBC for completion.

13.3 If requested, You will undergo a medical examination with a qualified medical examiner (at the BBC's expense) when the BBC reasonably believes it is necessary. Nothing in this clause will affect the BBC's obligations under the Equality Act 2010 or any other applicable legislation.

14. Equipment/ insurance

14.1 If applicable, You are responsible for the care, control, security, insurance and maintenance of any equipment and materials provided by You to provide the Contribution.

14.2 You will abide by all safety rules and regulations as notified to You by the BBC throughout the Term.

14.3 Details of applicable BBC Insurance arrangements which may be available to You (subject to eligibility criteria) whilst working for the BBC under this Contract are available [here](#) on the BBC Freelance Portal on the BBC's website.

15. Right to work

15.1 Any Booking under these terms is subject to You having and maintaining the right to work in the UK. Failure to provide satisfactory evidence of the right to work in UK before the start of your engagement may result in termination of the contract.

16. Deductions

16.1 The BBC may deduct from the Fee any amounts, which are not otherwise in dispute, owing by You to the BBC or under an agreement to provide contributions or services, whether connected with this Contract or otherwise.

16.2 If the BBC is required, pursuant to any applicable present or future law, rule or regulation of any competent governmental or other administrative body, to make any deduction or withholding in respect of tax or otherwise from any amount or amounts payable to You pursuant to the Contract, the BBC shall:

- (a) be entitled to pay the amount or amounts in question after the deduction of the amount of such withholding or deduction;
- (b) promptly pay to the relevant authority within the period permitted by law the amount of such withholding or deduction; and
- (c) provide You with written evidence it has made the payment to the relevant authority.

16.3 If the BBC does not make such withholding or deduction, You shall pay any and all taxes and other charges payable on account of such sums and You indemnify and agree to keep the BBC fully indemnified from and against any liabilities or expense in connection with such withholding or deduction.

16.4 You agree that in the event that the BBC concludes that it has failed to deduct an amount from a payment that it could have deducted in accordance with clause 16.1 above, it shall be entitled to deduct such amount from any further payment made to You in connection with this Contract, including by way of set-off of amounts owed by and to it. Any exercise of the BBC's rights under this clause shall not limit or prevent the exercise or further exercise of such rights or any other rights or remedies the BBC may have.



17. Pension (only applicable if this is a pensionable contract)

- 17.1 The Government requires engagers to provide a workplace pension arrangement for their workers, this is called “pensions automatic enrolment” (“**PAE**”). The BBC has chosen NEST (National Employment Savings Trust) as its PAE provider. The BBC reserves the right to use an alternative provider other than NEST in respect of PAE at any time in the future.
- 17.2 The BBC has chosen to postpone automatic enrolment for three months, therefore You will (provided You meet certain criteria including regarding your age and earnings) be automatically enrolled into NEST three months after the start of the Term. Further details regarding NEST, whether You will need to be auto-enrolled and the pension benefits available to You in the course of your Booking will be provided to You once You begin working for the BBC. If You are auto-enrolled into NEST, You can choose to opt out of NEST but only after You have been automatically enrolled.
- 17.3 Also, if You already have large pension savings and have previously registered for either Fixed Protection or Enhanced Protection status with HMRC then You should be aware that joining a pension scheme with the BBC may cause You to lose the benefit of your Fixed or Enhanced Protection in the future. If You believe that this may apply to you, the BBC would recommend that You seek independent financial advice as regards your pension benefits and tax position.
- 17.4 You undertake to provide the BBC with Your legal name so that it can fulfil its obligations under Pension Auto-Enrolment legislation.

18. Criminal Record Checks

- 18.1 You agree to submit to a DBS check/PVG scheme membership where the BBC considers it appropriate.

19. Confidential information

- 19.1 You will not at any time during the Term or at any time after termination of the Contract disclose any confidential information to any third party (other than your professional advisors or where disclosure is required by law, regulatory body or court of competent jurisdiction) including confidential terms of this Contract and any information relating to the business, affairs and finances of the BBC (including output, and private information regarding individuals which You may acquire during Your Booking). This clause will not include information which is or later comes into the public domain otherwise than through an act or omission by You.
- 19.2 Nothing in this clause prevents You from: (a) making a relevant pay disclosure under the Equality Act 2010; or (b) making a qualifying disclosure as defined by the Public Interest Disclosure Act 1998.

20. Termination

- 20.1 Without prejudice to its other termination rights in this Contract, the BBC shall be entitled at any time to terminate this Contract:
- (a) if its performance is prevented by reason of *force majeure* (including certified illness or physical incapacity rendering You incapable of providing part or whole of the Contribution);
 - (b) if its performance is prevented by any other cause beyond the reasonable control of the BBC, subject to payment of a fair proportion of the Fee as

determined by the BBC after discussion with You for work already carried out up to the date of termination;

- (c) if You commit a breach of any of the provisions of the Contract and:
 - (i) (if the breach is capable of remedy) You fail to remedy it within seven (7) days (or such shorter period as may be reasonably required by the BBC) of receipt of a written notice specifying the breach and requiring its remedy; or
 - (ii) the breach is not capable of remedy; or
 - (iii) the breach is a material breach or a breach of a material term;
- (d) if You are repeatedly in breach or You fail to observe any of the terms and conditions of this Contract;
- (e) if the results of any medical examination carried out under clause 13 (*Health*) above means the BBC is unable to effect production insurance on terms acceptable to the BBC;
- (f) if You fail to submit to a DBS check or PVG scheme membership, whichever is relevant (where this is required for the Contribution to be provided);
- (g) if You suffer an insolvency event under any law relating to bankruptcy, insolvency or the relief of debtors anywhere in the world;
- (h) for any other reason subject to payment of the full Fee or to the offer of such alternative date(s) as the BBC shall reasonably decide.

20.2 Any termination under this clause shall be without prejudice to any other rights or remedies of the BBC and to the grant of rights under clause 7 (*Rights*) in relation to any Contribution made prior to the date of termination.

21. Indemnity

21.1 You will at all times keep the BBC fully indemnified in respect of any consequences that might follow Your breach of any of the obligations or warranties given by You under this Contract, arising from Your deliberate or reckless acts or omissions.

21.2 The indemnities and obligations set out in this clause will survive termination of this Contract.

22. No assignment

22.1 You will not assign transfer charge or deal in any other manner with this Contract or sub-contract any or all of Your obligations under it.

23. Further assurance

23.1 You agree to execute or cause to be executed all such other documents and do or cause to be done all such further acts and things as the BBC may from time to time require in order to give effect to the provisions of this Contract, including but not limited to, vesting in and securing to the BBC and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the BBC under this Contract and for the protection and enforcement of the same and otherwise to give full effect to the terms of the Contract.



24. Third parties

24.1 Save in respect of members of the BBC group of companies, this Contract does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 which are unenforceable by any person who is not a party to the Contract.

25. Severability

25.1 The unenforceability of any particular provision of this Contract will not affect the binding nature of the rest of the Contract.

26. No waiver

26.1 The failure of either party to exercise or enforce any right conferred upon it by this Contract will not be deemed to be a waiver of such right or stop the exercise or enforcement of such right at any time thereafter.

27. Limitation of liability

27.1 The BBC shall not be liable to You or to Your legal representatives for any loss, damage or injury to your person or property during or in connection with this Contract unless caused by the negligence of the BBC and recoverable on that ground.

27.2 If the BBC is in breach of any terms of this Contract, your legal remedies will be limited to recovery of any damages only and You will not have the right to restrain the production, communication to the public, promotion or use of the Contribution by, or as authorised by, the BBC.

28. No partnership; no contract of service

28.1 Nothing in this Contract will be deemed to constitute either party as the agent of the other party or create a partnership, joint venture or contract of employment between the parties and You cannot obligate or bind the BBC in any matter.

28.2 This is a contract for services and not a contract of service and the BBC shall have no liability to You for any statutory worker and/or employment entitlements and payments such as (without limitation) paid holiday, sick pay, maternity/paternity/adoption and redundancy pay howsoever arising.

29. Data protection

29.1 **Interpretation.** For the purposes of this Clause 29 and the Booking Documentation—

(a) “Data Protection Law” means—

(i) the Data Protection Act 2018,

(ii) the General Data Protection Regulation 2016/679/EU (“GDPR”) as enacted by the United Kingdom (“UK GDPR”),

(iii) GDPR, where applicable, and

(iv) any other Domestic Law relating to the Processing of Personal Data under the Contract, and

(b) the terms “Controller”, “Data Subject”, “Domestic Law”, “International Organisation”, “Member State”, “Personal Data”, “Personal Data Breach”,

"Processing", "Processor", "Supervisory Authority", and "Third Country" shall bear the same meanings as set out in the applicable Data Protection Law.

29.2. Contributor as a Controller. Except in respect of Processing specified in the Booking Documentation ("Specified Processing"), You and the BBC are a separate and independent Controllers, and You will comply with Your obligations under Data Protection Legislation.

29.3. Contributor as a Processor on behalf of the BBC. Where you are processing data on behalf of the BBC, You will be a Processor on behalf of the BBC with respect to Specified Processing, and Clauses 29.4 to 29.11 will apply, as required by Data Protection Law.

29.4. Instructions. You will undertake Specified Processing only in accordance with the BBC's documented instructions, as may be amended from time to time at the BBC's sole discretion, except where —

(a) You, or Your permitted sub-processors and/or agents, are required by Domestic Law to undertake Specified Processing otherwise than in accordance with the BBC's documented instructions, or

(b) in Your reasonable opinion, a BBC instruction infringes Domestic Law, and

(c) in either case, You will promptly inform the BBC, unless Domestic Law prohibits You from doing so.

29.5. Security. You will ensure Specified Processing is secure by implementing technical and organisational security measures which are no less stringent than those identified in the BBC's information security, which is available at <https://www.bbc.co.uk/supplying/documents/bbc-third-party-information-security-requirements-bbc-data-v1.4.pdf> ("BBC Third Party Information Security Requirements") and as may be amended by the BBC, at its sole discretion.

29.6. Confidentiality. You will only grant access to the Personal Data being Processed on behalf of the BBC ("Specified Personal Data") to persons under Your authority who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and only on a need to know basis.

29.7. Sub-Processors. You have our general authorisation to engage another Processor ("Sub-Processor") to undertake Specified Processing. However—

(a) You will inform the BBC of any intended changes concerning the addition or replacement of a Sub-Processor, at least 30 days in advance of any such addition or replacement,

(b) You will impose data protection obligations identical to, or no less stringent than, those set out in this Clause 29, on the Sub-Processor by way of a contract, a copy of which You will make available to the BBC on request, and

(c) You will remain fully liable for any failure by the Sub-Processor to fulfil its data protection obligations.

29.8. Assistance. You will promptly provide and procure at no charge to the BBC, information and reasonable assistance to enable the BBC to fulfil its obligations to—

- (a) respond to requests from Data Subjects made in reliance of the Data Protection Law,
- (b) demonstrate Your compliance (and any permitted sub-processors' and/or agents' compliance) with this Clause 29 including the record keeping under applicable Data Protection Law,
- (c) comply with other obligations imposed on the BBC by Data Protection Law, including, but not limited to—
 - (i) security,
 - (ii) privacy impact assessments, and
 - (iii) consultation, investigation, audit and enquiries by a Supervisory Authority.

29.9. Personal Data Breaches. In case of any actual or suspected Personal Data Breach affecting Specified Personal Data (“Relevant Personal Data Incident”), You will, without undue delay, and within 24 hours, after having become aware of it, notify the BBC, including the following in your notice:

- (a) a description of the incident,
- (b) the categories and approximate number of Data Subjects and data records,
- (c) whether any affected Specified Personal Data was de-identified, pseudonymised, anonymised, or encrypted,
- (d) the name and contact details of Your data protection officer or other contact point in relation to the Relevant Personal Data Incident,
- (e) a description of the likely consequences of the Relevant Personal Data Incident, and
- (f) a description of any measures taken, or proposed to be taken, by You to address the Relevant Personal Data Incident, including, where appropriate, measures to mitigate its possible adverse effects.

29.10. Erasure and return of Personal Data. At the end of the Your engagement, You will return any and all Specified Personal Data in your possession or under your control to the BBC and delete existing copies unless Domestic Law requires otherwise, in which case You will inform the BBC.

29.11. Audit and inspection. You will make available to the BBC any and all information necessary to demonstrate Your compliance with the obligations laid down in Data Protection Law and this Clause 29 and allow for and contribute to audits, including inspections, conducted by the BBC or another auditor mandated by the BBC.



30. Interpretation

30.1 Clause headings and explanatory notes shall not affect the interpretation of this Contract.

30.2 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular; a reference to one gender shall include a reference to the other gender. A reference to writing includes e-mail. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; and includes all subordinate legislation made under that statute or statutory provision. The words “includes” or “including” shall mean without limitation and are not intended to establish a definitive list unless otherwise explicitly stated.

31. Entire agreement

31.1 This Contract will prevail at all times over all other terms and conditions which You may purport to apply. This Contract can only be amended by prior written agreement between the parties.

31.2 Save in respect of fraudulent misrepresentation, this Contract constitutes the entire understanding of the parties with respect to the Booking and supersedes all prior agreements, negotiations and discussions between the parties.

31.3 Any schedules form part of this Contract.

32. Invitation to complete Diamond diversity monitoring form

32.1 Broadcasters and Creative Diversity Network (CDN) are monitoring diversity on UK television through Diamond. There is a legitimate interest to collect diversity information about our industry and if You provide us with Your name and email address the BBC will enter this in a system called Silvermouse and You will be invited to provide Your diversity characteristics, or if You are the parent or guardian of a child contributor under 18, those of Your child and the characteristics You will be asked to provide are age-dependent. The broadcasters and CDN, as data controllers, are responsible for this data and will retain Your name and email address for this purpose in Silvermouse for as long as diversity is monitored by them. Information is also collected about how viewers might perceive diversity on screen. Further information about Diamond can be found [here](#). If You would prefer not to be involved in Diamond please let Your production contact know within 7 days of the issue date of this Contract.

33. Governing law

33.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.