



TERMS AND CONDITIONS FOR FMUI CONTRACT TYPE

1. COMPANIES, ORGANISATIONS AND CONTRACTORS

- 1.1 If you are a company or organisation, (including Contractor, as that term is defined in the relevant BBC/union agreement) You agree, warrant and represent that You:
 - 1.1.1 control and will procure and provide the Services of the Musician to the BBC as required under this Contract and will observe and perform, and will procure that the Musician observes and performs, the terms and conditions of this Contract;
 - 1.1.2 are entitled to enter into this Contract on the Musician's behalf and to grant the rights and accept the obligations set out in it whether on Your behalf or that of the Musician;
 - 1.1.3 acknowledge that obligations, undertakings, warranties and representations on or by the Musician will be interpreted as an agreement by You to procure that the Musician will fulfil those obligations, undertakings, warranties and representations.
- 1.2 If this Contract relates to Services by more than one Musician, You warrant further that You:
 - 1.2.1 have the written authority to bind each Musician to these terms;
 - 1.2.2 will provide the BBC with the names of such Musicians as the BBC may require in writing and will not substitute any Musicians specified on the front sheet of this Contract without the prior written agreement of the BBC;
 - 1.2.3 will promptly pay each Musician such proportion of the monies payable hereunder according to their entitlement. You agree to indemnify the BBC against any claim(s) by such Musicians arising from any failure to do so.
- 1.3 If You are a Contractor, You warrant further that:
 - 1.3.1 any Musician you supply or procure the services of (as relevant):
 - (a) will possess all necessary skill, ability, knowledge and experience to provide the Services;
 - (b) will be free to fulfil the terms of this Contract free of any other contract or engagement or other reason that would inhibit or prevent them from doing so;
 - (c) is legally entitled to provide the Services in the United Kingdom ("the UK") (if such Services are to be provided in whole or in part in the UK), and You undertake to notify the BBC immediately if at any time a Musician loses such entitlement and acknowledge that this Contract is conditional upon the Musician(s) having a legal right to provide all Services required to be provided in the UK under this Contract;
 - (d) has given You signed confirmation to confirm that: (i) they have accepted the engagement on the terms of this Contract; (ii) they authorise You to receive on their behalf all Fees due to them under this Contract; and (iii) they will, if required by the BBC, provide copies of such written confirmation;
 - 1.3.2 You will be responsible for prompt payment to the Musician(s) of the Fees payable to them under this Contract;
 - 1.3.3 You will not disclose to any third party any confidential information (including fees and other confidential terms of this Contract, and any information relating to the business and affairs of the BBC (such as BBC Content), or private information regarding individuals) that may be acquired during the provision of the Services;
 - 1.3.4 You will not act in any manner that is detrimental to or about the BBC, the BBC Content, or anyone involved in it;
 - 1.3.5 You will, and will procure that the Musician(s) will, abide by the [BBC Code of Conduct](#), the [BBC Values](#), and the policies and guidelines relevant to the Musician's engagement, including the BBC's [Extended Worker Policy Handbook](#) (as varied from time to time). Breach of these policies would constitute a material breach of contract

and could place the Contractor's and/or Musician's continued engagement with the BBC at risk.

- 1.4 You agree to keep the BBC fully indemnified in respect of any consequences which may occur as a result of breach of any of the warranties contained in clauses 1.1, 1.2 and 1.3 above.

2. THE SERVICES

You agree:

- 2.1 to be available and ready to provide the Services at the date(s), call time(s) and location(s) as required;
- 2.2 to rehearse, perform and otherwise provide the Services to the best of Your skill and ability;
- 2.3 to wear such clothing and make-up as the BBC may require for the Performance(s);
- 2.4 to be responsible for the care, control, security, insurance and maintenance of any equipment and materials supplied by You (or by anyone connected with You) for the provision of the Services;
- 2.5 to take all reasonable care for the health and safety of others as well as Yourself in connection with the Services and to the extent that it is within Your reasonable control:
 - 2.5.1 to comply with all relevant health and safety requirements, including current legislation and as issued by the Health & Safety Commission and Executive and as may be notified to You by the BBC from time to time; and
 - 2.5.2 to do everything reasonably possible to ensure that You act in accordance with the requirements of The Control of Noise at Work Regulations 2005 (or any statutory amendment thereof), and to comply fully with any specific requirements from the producer as appropriate in this regard;
- 2.6 if requested, to supply professional publicity photographs of You and a few lines of biographical written material suitable for publication by the BBC, and to authorise the BBC to use such photographs and written material in and in connection with the BBC Content.

3. RIGHTS

In consideration of payment of the Fees You:

- 3.1 give consent to the BBC to record, broadcast or otherwise communicate the Performance(s) to the public.
- 3.2 assign to the BBC all rights in the Performance(s) for all purposes (including use in all media now known or which may hereafter become known) throughout the Universe for the full period of protection and any extensions, revivals or renewals thereof.
- 3.3 grant the BBC the unlimited right to edit the Performance(s) and You hereby waive irrevocably any 'moral rights' in Your Performance(s). You acknowledge that the BBC has final editorial control of content it produces.

4. WARRANTIES

You warrant that:

- 4.1 You are free to enter into this Contract to provide the Services to grant the Rights required under this Contract and otherwise fulfil the terms of this Contract and there is no other contract or engagement or other reason which would inhibit or prevent You from doing so;
- 4.2 where the Services are to be provided in whole or in part in the United Kingdom this Contract is conditional upon You being legally entitled to provide such Services in the United Kingdom and You undertake to immediately notify the BBC if at any time You are not so entitled;
- 4.3 at all relevant times have a valid passport (if required to provide the Services) and will cooperate fully with the BBC to secure any work permits, passports, visas or such other consents as may be necessary to fulfil the Services.
- 4.4 the Performance(s) will not contain anything that could bring the BBC into disrepute or is otherwise unsuitable for communication to the public nor which is to the best of Your knowledge and belief defamatory;
- 4.5 You will not at any time:

- 4.5.1 disclose to any third party any confidential information (including fees and other confidential terms of this Contract, and any information relating to the business and affairs of the BBC (such as content), or private information regarding individuals) that may be acquired during the provision of the Services;
- 4.5.2 act in any manner that is detrimental to or about the BBC, the BBC Content, or anyone involved in it.

5. INDEMNITY

- 5.1 You agree to keep the BBC fully indemnified at all times in respect of any consequences which may occur as a result of breach of any of the warranties You have given in this Contract.

6. MISCELLANEOUS

- 6.1 The BBC is not obliged to call on the Services or to use any of the Performances(s), and will not be liable to You for any loss or damage, or any failure to obtain publicity or any opportunity to enhance Your reputation, as a result of not using the Services or the Performance(s).
- 6.2. The BBC is entitled to cancel this Contract if:
 - 6.2.1 the Services (or any part) are prevented by *force majeure* (including strike, illness or physical incapacity); or
 - 6.2.2 (upon giving notice to you) if there is any breach or non-observance by You of any of the terms of this Contract and You will have no claim on the BBC whatsoever other than for a proportion of the Fee(s) assessed by the BBC after discussion with You for any services provided prior to such cancellation.
- 6.3 If the BBC is in breach of any terms of this Contract Your legal remedies will be limited to recovery of any damages, and You will have no right to restrain the production and/or any use of the Performance by the BBC.
- 6.4 You will not assign transfer, charge or sub-contract any or all of Your obligations under this Contract.
- 6.5 This Contract will prevail at all times over all other terms and conditions, and no amendment to the terms of this Contract will be valid or binding unless made by prior written agreement between the parties.
- 6.6 Any notice required to be given under this Contract must be in writing and delivered or sent to Your address, that of Your representative or such other address as may be notified in writing to the other party from time to time. Any such notice will be deemed given at the time of delivery (if delivered by hand) or 2 working days after sending (if sent by post or e-mail) subject to any evidence to the contrary.
- 6.7 Nothing in this Contract:
 - 6.7.1 obliges the BBC to make any payment for the use of the Performance(s) in circumstances where such use is permitted by law;
 - 6.7.2 is intended to confer any direct rights on any person or entity that is not a direct party to it;
 - 6.7.3 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.
- 6.8 This Contract will prevail at all times over all other terms and conditions, unless amended by the prior written agreement of the parties.
- 6.9 The BBC has no liability to You for:-
 - 6.9.1 any loss or damage to anything in Your possession; or
 - 6.9.2 any personal injury, illness or death arising out of or in the course of performing the Services unless proven to have been caused by the negligence of the BBC and is recoverable on that ground.
- 6.10 This Contract will be interpreted in accordance with English Law and in the event of any dispute the courts of England and Wales will have jurisdiction.

- 6.11 Personal data (as defined by the Data Protection Act 1998) will be held by the BBC and, if relevant, the commissioning party will only be used to manage the relationship between You and the BBC, including but not limited to making payments, other purposes connected with the exploitation of the contribution and/or further offers of engagement. Personal details will be shared with third parties - commissioning parties, reporting platform(s), payment provider(s) or unions/union-nominated distribution agents - for the purposes of making payments or rights management. Otherwise, personal details will only be shared within the BBC group and with the relevant public authorities to enable the BBC to fulfil its statutory, regulatory and compliance obligations and will not be passed to any other third party without first obtaining Your consent unless required by law. Further information on the BBC's privacy policy can be found at: <https://www.bbc.com/contributors/working-for-the-bbc/privacy-notice/>.
- 6.12 UK broadcasters are researching diversity on their productions. This covers diversity characteristics you choose to tell the broadcasters about and also how viewers might perceive diversity on screen. If you provide us with your e-mail address we will enter this in a system called Silvermouse. You will be invited to provide, and may do so at your option, your diversity characteristics - gender, ethnicity, disability, age, gender identity and sexual orientation. The broadcaster, as data controller, is responsible for this data and will have access to reports compiled from it for purposes of the research. Further information can be found here: <http://creativitydiversitynetwork.com/diamond-contributors/>. If you would prefer not to be included in this diversity research please let your production contact know within 7 days of the issue date of this contract.

7. EXPECTED BEHAVIOUR:

- 7.1 You confirm that You will abide by the [BBC Code of Conduct](#), the [BBC Values](#) and the policies and guidelines relevant to Your engagement, including the [Extended Worker Policy Handbook](#). Breach of these policies would constitute a material breach of contract.

8. DEFINITIONS:

- 8.1 **Musician(s):** means anyone performing music who is engaged in this Contract to provide the Services.
- 8.2 **Performance(s):** means performance(s), whether in whole or in part, and any other agreed contributions forming part of the Services.
- 8.3 **You/Your:** means the Musician or group of Musicians and/or company/organisation/Contractor referred to overleaf and if more than one Musician "You" will be taken to place obligations on each individual Musician, and collectively on all Musicians. The expression "Your" will also be interpreted on this basis.
- 8.4 **The BBC:** means the British Broadcasting Corporation whose principal address is BBC Broadcasting House, Portland Place, London W1A 1AA and which expression shall include any wholly- or partly-owned associated or subsidiary companies of the BBC (including for the avoidance of doubt, any such subsidiary company referred to in the booking documentation for the engagement for this Contract) and any assignee or licensees of the foregoing.