

## **Self Employed Individual and Service Company Terms & Conditions**

Where the Supplier is engaged as a self employed individual (not through a Service Company) under these terms, all references to the 'Named Individual' below are substituted to 'the Supplier'.

If a Service Company is engaged, by agreeing to these terms, the Supplier warrants that the Named Individual has read, understands and agrees to comply with the obligations contained within.

### **Terms and Conditions**

These terms apply to any self employed individual or Service Company booking you as an individual or Company may have with the BBC in future (unless they are varied in accordance with these terms).

On the separate occasions that the Supplier is engaged by the BBC (which shall be referred to as a 'booking' hereafter), the specific details of that booking will be set out in the booking documentation.

The precise description and nature of the work may be varied with each booking. The Supplier will be informed of the requirements of each separate booking in the booking documentation.

### **Time of the Essence**

Where a delivery date is specified in any booking, timely provision of the services to be provided is of the essence. The Supplier shall notify the BBC immediately if they become aware of any likely delay to the performance of the services.

### **Arrangements for services**

It is entirely at the BBC's discretion to offer to engage the Supplier and there is no obligation upon the BBC to offer to engage the Supplier, nor is there any obligation on the BBC to provide reasons for any decision regarding engagements. In addition, the Supplier is under no obligation to accept any engagement from the BBC at any time.

Once the Supplier has been offered a booking by the BBC and has accepted it, a contract is in place between the Supplier and the BBC for the time period and/services (as applicable) specified in the booking. Each engagement shall be regarded as an entirely separate booking and there shall be no relationship between the Supplier and the BBC during the time the Supplier is not booked by the BBC.

Nothing in these terms or the terms of any bookings shall be deemed to constitute an employment relationship between the Named Individual and the BBC and at no time will an employment contract exist between the Named Individual and the BBC.

In the event that the BBC engages the Supplier more than once, this shall not confer any legal rights and, in particular, will not establish an entitlement to further or regular bookings. Each booking shall be treated as an entirely separate and severable contract. The Named Individual will not be an employee of the BBC and the collective agreements governing employment with the BBC will not apply to the Named Individual.



## **Booking terms**

Each booking will be governed by these terms and any special terms specified in the relevant booking documentation. In the event of any inconsistency between these terms and the terms specified in a booking, these terms prevail to the extent of the inconsistency unless specifically stated otherwise.

## **Location**

The Supplier will be advised of the location of a booking by the BBC. The BBC may require the Named Individual to work at other locations anywhere in the United Kingdom or overseas as reasonably required.

## **Fee**

In consideration of the services to be provided, the BBC shall pay to the Supplier the fee specified in the booking.

The Supplier will be informed of the fee for each separate booking in the booking documentation. Payments for additional days worked to the Named Individual's agreed working week (if applicable to the booking) will only be permitted as agreed with the booker/manager. Unless otherwise agreed, the fee stated in a booking is all inclusive and the Supplier will not be owed additional payments e.g. for nights or bank holiday working.

Unless specifically agreed with the BBC, the Supplier is not able to claim expenses in addition to the fee. Where expenses have been agreed for a particular booking, it is a condition precedent of the BBC making any payment to the Supplier that the expenses have been reasonably, properly and necessarily incurred by the Supplier in the performance of the booking, that the expenses do not exceed those which a BBC employee would have been entitled to incur under applicable BBC policies, and that the Supplier has provided the BBC with proper supporting evidence of the expenses incurred.

Claims for payments of fees must be made promptly by complying with the BBC's process (which shall be notified to the Supplier), within 3 weeks of the end of a booking. The BBC shall pay such sums as are due by the end of the month following the month in which the Supplier has claimed payment.

The BBC may withhold payment or part payment where the services have not been provided in accordance with these terms and conditions and/or the terms of the specific booking and may deduct from payment any sums owed to the BBC whenever such sums were due.

## **VAT**

Where the Supplier is VAT registered the Supplier shall recover VAT on any expenditure incurred.

Where the Supplier provides a VAT registration number, the BBC will pay the fee together with any applicable VAT on submission of a valid payment claim, which will become a VAT invoice.

Where any agreed expenses are incurred during the booking with the BBC, if the Supplier is VAT registered and regardless of whether they use a flat rate scheme they will specify only the net amount of the expenses in their claim before adding VAT as applicable. Only where expenses are incurred when the Supplier is not VAT registered will the BBC reimburse the VAT inclusive value of the expenses incurred.



### **Hours of Work**

The hours of work required by the Named Individual will vary depending on the operational requirements of the BBC and will be as agreed with the booker/manager.

### **BBC Budgetary Limits**

The Supplier shall comply with relevant BBC budgetary limits (if applicable) which the BBC has provided to the Supplier from time to time and in the event that the Supplier exceeds such limits without the prior approval of the BBC, the BBC shall not be liable to reimburse the Supplier in respect of any sums over such limits.

In certain circumstances, the Supplier may be asked by the BBC as part of a booking to act as a buying and/or paying agent of the BBC for the purchase of goods, facilities or services on behalf of the BBC. Where this is the case, any expenditure must be agreed with the BBC in writing prior to the purchase and the Supplier shall obtain a VAT invoice made out to the BBC. They will only be reimbursed when the claims can be evidenced.

### **Warranties**

Where the Supplier is engaged in the UK as a self employed individual (not through a Service Company), they warrant that they are registered with Her Majesty's Revenue and Customs as self employed, and agree to account for income tax in respect of consideration received under any booking in accordance with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and National Insurance Contributions under Social Security Contributions and Benefits Act 1992 (SSCBA), and all other statutes and regulations relating to income tax in relation to the consideration received under any booking. The Supplier also indemnifies the BBC against claims by Her Majesty's Revenue and Customs resulting from a breach of this warranty.

Where the Supplier is engaged as a Service Company, they warrant that the Service Company will remain registered in the United Kingdom and incorporated for the full duration of any bookings. The Service Company will remain fully responsible and liable for the payment of income tax in accordance with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and National Insurance Contributions under Social Security Contributions and Benefits Act 1992 (SSCBA), and all other statutes and regulations relating to NICs in respect of that consideration and Value Added Tax and/or any other tax or contributions as may be due in respect of any payments made by the BBC, and will pay any such contributions and taxes when required by and to the appropriate authorities.

The BBC may, at any time during the term of any booking, request that the Supplier provide information which demonstrates how they comply with the warranties above or why those warranties do not apply.

A request for information to support the payment of income tax or NIC may specify the information which the Supplier must provide and the period within which that information must be provided.

The BBC may supply any information which it receives under this clause to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

In addition to the termination provisions outlined in these Terms and Conditions, the BBC may terminate any booking if in the case of a request for proof of income tax and NIC payments mentioned above if:

- (a) The Supplier fails to provide information in response to the request

- within a reasonable time, or
- (b) The Supplier provides information which is inadequate to demonstrate either how the Supplier complies with the above or why those clauses do not apply to it.

The Supplier warrants that the Named Individual and any agent or sub-contractor engaged by the Supplier to assist in providing services are legally entitled to work in the United Kingdom and, without prejudice to the foregoing, that the Supplier has not breached Section 8(1) of the Asylum and Immigration Act 1996 as amended by the Nationality, Immigration and Asylum Act 2002.

#### **Replacement of Individual**

Where the Named Individual becomes unable for whatever reason to perform services in accordance with a booking and in accordance with these terms, the Supplier shall promptly notify the BBC and as promptly as is reasonably practicable provide a suitable replacement acceptable to the BBC. Notwithstanding the foregoing where the Supplier is unable to provide a substitute individual acceptable to the BBC, the BBC shall have the right to terminate the booking.

#### **Competency**

By accepting a booking under these terms, the Supplier certifies that the Named Individual is competent to perform the services. Their competency shall include (but not be limited to) having the relevant experience, training and/or qualifications and they shall provide the expected standard of skill, due care and diligence as would reasonably be expected of a professional individual undertaking the role (including operating within budgets if this is part of the role and pre and post production work and reformatting if appropriate). If the Named Individual does not demonstrate this competency, the BBC may end the booking with immediate effect.

#### **Expected Behaviour**

The BBC will not tolerate any form of bullying and harassment and is committed to providing a workplace in which the dignity of individuals is respected. The Supplier will procure and warrant that neither the Supplier, nor the Named Individual, will act in a way that could be regarded as bullying and/or harassment under the [bullying-and-harassment-policy.pdf](#) (as varied from time to time). Acts of bullying and/or harassment are regarded as a serious breach of contract and could place any continued engagement with the BBC at risk.

#### **Working with children/vulnerable adults**

If the Named Individual works with children and/or vulnerable adults in any capacity in any of their bookings with the BBC, they will be required to comply with the [BBC Child Protection Policy](#). If they fail to comply with the policy, the booking with the BBC may be terminated

#### **Declaration of Personal Interests**

The Supplier and Named Individual must read the [BBC declaration-of-personal-interests-policy.pdf](#) the terms of which apply during any booking with the BBC.

Should the Supplier or the Named Individual have any personal interests to declare, they must contact the manager/booker and obtain from them a Declaration of Personal Interests Form or go to Gateway the BBC's intranet site. The completed form must be provided to the BBC on the first day of the booking. The BBC and the Supplier or the Named Individual, as the case may be, will discuss any declared interests and consider if there are any conflicts which need to be addressed in order to determine an appropriate manner to manage the conflict during the booking.

The Supplier or the Named Individual acknowledge that they have an ongoing responsibility to declare any actual or potential conflicts at the point they arise. They must therefore review their personal interests when their personal and/or business circumstances change (for instance any time that they move or work under a new booking with the BBC), including any personal interests that they have previously declared, and submit a Declaration of Personal Interests Form at any point during any booking that they have personal interests to declare.

### **Confidentiality**

The Supplier nor the Named Individual will not without the prior written permission of the BBC:

- (a) Write for any publication or speak in public about the BBC or its affairs; or
- (b) Knowingly publish or disclose in any circumstances whatsoever to anyone secret or confidential information relating to the business affairs of the BBC, its suppliers or customers, which they learn about through their booking with the BBC; or
- (c) Publish or circulate (including via any online distribution including, without limitation, blogs, Facebook, Flickr and Twitter) any photographs or video images that may be taken whilst on BBC premises/locations.

### **Good faith/ outside activities/ publicity**

The Supplier and the Named Individual will at all times act in good faith towards the BBC and shall not bring the BBC into disrepute, nor without the prior consent of the BBC make any reference to the BBC in any advertising, promotional material nor speak in public about the BBC or its affairs.

### **Intellectual Property Rights (IPR) all roles**

- (a) IPR means all copyright and related rights, rights in designs, trade marks, trade names and domain names, rights in goodwill, get-up, or passing-off, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets), patents and rights to inventions and other proprietary rights in each case in any part of the world and whether registered or unregistered and including all applications for and renewals or extensions of such rights.
- (b) Unless otherwise expressly provided for in any booking documentation or supplementary agreement executed in connection with a booking, all IPR in respect of any work (including future works) created by the Supplier in the course of their work with the BBC whether or not in the course of their duties ("the Works") shall vest in the BBC and you hereby assign to the BBC all such rights in respect of the Works together with all related rights, including in respect of any infringements of these rights.
- (c) The Supplier will at the request of the BBC do all things necessary or desirable to give effect to the rights of the BBC under this clause.
- (d) For the avoidance of doubt the BBC has the right to edit, copy, alter, and adapt all Works and the Supplier waives any moral rights which may arise under the Copyright, Designs and Patents Act 1988, and all similar rights in other jurisdictions.
- (e) The Supplier will promptly disclose to the BBC all Works made by them (whether alone or with others) during the term of any booking they have with the BBC.
- (f) The Supplier will not make an application to register, or oppose any BBC application to register, any of the Works or other BBC owned IPR. They will not knowingly do or procure the doing of anything to imperil the registrability, validity or enforceability of any BBC owned IPR.



**Additional  
Intellectual  
Property for  
Television  
and Radio  
Directors,  
Producers  
and Producer/  
Directors only**

**Products**

- (g) The rights granted under (b) above include an assignment with full title guarantee of IPR in all films made by the Supplier under these terms and conditions of which they are principal director and/or any contribution they make to scripts.
- (h) The Supplier warrants that it is the sole legal and beneficial owner of the rights assigned in (g) above and that it has not assigned or licenced and will not assign or licence any of the rights (other than the right to equitable remuneration arising from exploitation of rental and lending rights) except as set out in (g) above.
- (a) If products are being provided or produced by the Supplier, the Supplier warrants that they are fit for the purpose for which they are supplied and where relevant are of satisfactory quality, good construction, suitable and sound material and adequate strength and have been tested prior to delivery.
- (b) The Supplier shall obtain for the BBC all necessary consents, permissions and/or clearances in third party rights (including IPRs) with respect to the products.
- (c) Any products provided or produced by the Supplier shall comply with all current relevant laws and regulations and codes of conduct.
- (d) The product shall be kept in a suitable and secure manner at the Supplier's own risk until it is delivered to the BBC.
- (e) Where any product(s) is found by the BBC, upon delivery or collection or subsequently, not to conform to a booking as specified, the BBC may accept or reject the whole or any part of it and if it is rejected the BBC may recover any payments made for the rejected product.

**Purchasing**

If the Supplier is required, as part of a role for any booking with the BBC, to purchase goods and services they must comply with the BBC's [purchasing-policy.pdf](#).

**Disclosure  
and Barring  
Service  
(DBS)/**

If in any booking the Named Individual will be working with children or vulnerable adults, their booking will be subject to a satisfactory DBS check or if in Scotland, PVG Scheme membership.

**Protecting  
Vulnerable  
Groups (PVG)  
Scheme**

**Consent for  
recording/  
broadcast**

The BBC shall be entitled without the further consent of the Supplier and the Named Individual by any means now known or invented in future:

- (a) to record any contribution or performance of any kind (whether or not a performance for the purposes of Part II of the Copyright, Designs and Patents Act 1988 and including but not limited to interviews) which the Named Individual may give at any time during the term of a booking at the request of the BBC in any of the BBC's programmes (whether broadcast or not); and
- (b) to reproduce, broadcast or otherwise communicate to the public a record of any such contribution or performance or authorise others to do so at any time whether during or after the termination of the booking. The terms of any performance made outside the normal duties under any booking the Named Individual has with the BBC shall be governed by the appropriate form of contract required by the BBC at the time in question.

Further, and in addition, the Supplier and the Named Individual now gives to

**Data  
Protection**

the BBC all and any necessary consents and grants of property rights in relation to performers' rights under Part II of the Copyright Designs and Patents Act 1988 as amended or updated in future and all other performers' consents and grants of property rights under any present or future law or legislation in force in any part of the world to enable the BBC to make the fullest use of the performances.

The BBC is committed to protecting the privacy and security of your personal information.

Our [BBC People Processing Notice](#) describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation 2016/679 (GDPR). If you require further details as to how your personal data is processed, we ask that you refer to this document, which is incorporated into this notice by reference.

Additional information about how we use your personal information and how long we keep it for can be found in the Data Protection Handbook and our Corporate Retention Schedule.

It is your responsibility to familiarise yourself with the BBC's data processing policies and notices set out above. All of the policies can be accessed from our Gateway page. If you do not have access to Gateway, have any queries regarding the processing of data by the BBC, or require a hard copy of the policies referred to above, please contact your manager or key contact.

It is your responsibility to take steps to protect any personal and other BBC data that you may handle during the course of your employment.

Upon termination of contract all personal and BBC data must not be retained beyond termination or reused for any other purpose unless otherwise agreed by the BBC. This also applies to any intellectual property created, developed or used by the employee during the period of his/her employment.

If you are using BBC IT, the Equipment section below links to the [BBC's acceptable-use-policy.pdf](#). These are the guidelines on the use of BBC IT and related equipment which must be complied with.

References to the terms "controller", "personal data", "personal databreach" and "processor" shall have the meanings given to them in the GDPR.

The BBC and the Supplier acknowledge that, where they process personal data relating to the Named Individual, they are both acting as a controller of the personal data in their own right. For the avoidance of doubt, the BBC and the Supplier are not joint controllers and Article 26 of the GDPR shall not apply.

In the course of providing its services, the Supplier may process other personal data including personal data relating to the BBC's employees, suppliers or other third parties ("**BBC Personal Data**"). In relation to such BBC Personal Data, the Supplier is the processor and it shall:

- a) process BBC Personal Data in accordance with the documented instructions of the BBC;
- b) ensure that all persons authorised to process BBC Personal Data, including the Named Individual, are subject to a duty of confidentiality;

- c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of processing the BBC Personal Data including any security measures requested by the BBC from time to time;
- d) not engage any sub-processor unless it has: (1) obtained the prior written consent of the BBC; and (2) entered into a contract with the sub-processor containing equivalent provisions to those set out in this clause. The Supplier shall remain fully liable for the performance of all sub-processors' obligations;
- e) assist the BBC to: (1) respond to any request by a data subject; (2) deal with a personal data breach in accordance with the BBC's obligations under data protection law; and (3) comply with any obligations imposed on the BBC by data protection law including to conduct a data protection impact assessment;
- f) notify the BBC immediately and, in any event, no later than 24 hours from the time that it becomes aware of or reasonably believes that a personal data breach has occurred in relation to BBC Personal Data. The notice shall include the following: (1) a description of the nature of the personal data breach including the categories and approximate numbers of data subjects and records concerned; (2) the likely consequences of the personal data breach; and (3) the steps taken by the Supplier to mitigate the personal data breach;
- g) at the choice of the BBC, delete or return all BBC Personal Data at the end of the provision of services;
- h) make available to the BBC all information necessary to demonstrate its compliance with its obligations under this clause and allow for and contribute to audits conducted by the BBC; and
- i) notify the BBC immediately if it reasonably believes that any of its instructions from the BBC infringes data protection law.

**Eligibility to  
work in the  
UK**

Any booking under these terms is subject to the Named Individual having and maintaining the right to work in the UK.

**Editorial  
Compliance**

The BBC requires all those working in content making roles to familiarise themselves with, and work in accordance with its Editorial Guidelines and associated guidance. Where the services require the Named Individual to contribute to the BBC's work producing compelling content and services, it is essential that their decisions and actions are in the interests of the BBC and its values. Where this applies the Supplier or the Named Individual, as the case may be, shall become familiar with the [BBC editorial guidelines](#) and shall observe and abide by them as varied from time to time. Failure to comply with this obligation is regarded as a serious matter and will be deemed to be a material breach of these terms and could place a booking with the BBC at risk.



**Anti Bribery**

The Supplier agrees to comply with the Bribery Act 2010 and [anti-bribery-policy.pdf](#) breach of this obligation will be deemed to be a material breach under these terms and the terms of any bookings.

**Health & Safety**

The Supplier and the Named Individual are responsible for complying with such standards of health and safety as are appropriate in the circumstances of the booking and at all times shall comply with the BBC's current safety regulations, which are found on the BBC [Safety](#) site.

**Insurance**

If as part of any booking the Supplier is creating a product, they shall arrange and maintain adequate insurance of such product.

If the Supplier is providing equipment for any booking, they are responsible for the insurance of that equipment.

The Supplier can find out more about the BBC's approach to insurance with regard to workers [here](#) and by speaking to their manager/booker or the BBC's Insurance Department.

Suppliers should note that they cannot rely on the benefit of BBC insurance cover. This is entirely a matter of discretion for the BBC and Suppliers are advised to arrange appropriate cover for themselves. A Service Company which provides Services of more than one individual whether to the BBC or another third party should take particular note of this advice.

Particular insurance requirements apply to certain roles. Those roles include but are not limited to:

- Special Effects and Pyrotechnics Experts
- Armourers
- Suppliers specifically engaged to provide personal security/protection or health and safety related services
- Suppliers specifically engaged to perform rope access and scuba diving supervisory services
- Suppliers providing and/or supervising interaction with Dangerous Animals as defined under the applicable Dangerous Wild Animals Act (or superseding regulations)
- Suppliers providing services as Expedition Leaders
- Suppliers providing medical services (e.g. Consultants, Doctors, Paramedics, Nurses, etc.)
- Suppliers engaged as management consultants.

For such bookings the Supplier shall arrange and maintain with a reputable insurer adequate Public Liability Insurance and, where applicable, Product Liability Insurance and/or Professional Indemnity Insurance which shall each have a limit of liability of no less than two million pounds sterling (£2,000,000) per occurrence and with a scope of cover appropriate to the deliverables provided under the booking. The minimum level of Professional Indemnity Insurance is reduced to one million pounds sterling (£1,000,000) per occurrence in respect of workers engaged as a management consultant. The BBC may vary such insurance requirements, and the types of services to which they apply, at its sole discretion. For the avoidance of doubt, such minimum insurance levels shall not be a limit of liability under the booking.

The Supplier shall produce to the BBC, on demand, copies of the insurance policies maintained in accordance with these terms and/or those specified in their booking documentation.

**Driving on  
BBC business**

If the Named Individual is required to drive for the purpose of performing the services in any booking with the BBC (whether or not the BBC has agreed to pay a fee for doing so), they must first have a current BBC driver declaration and appropriate driving licence.

Where the Named Individual intends to provide a vehicle they will drive on BBC business, use of the vehicle is subject to the approval of the BBC and the Named Individual agrees to comply with the BBC's Motor Vehicle Policy including the requirement that they hold appropriate motor insurance.

The Named Individual agrees to provide to the BBC, upon request, information and documentation to demonstrate compliance with BBC requirements.

Further details are available at the [BBC Motor Vehicle Policy](#).

**Indemnity**

The Supplier shall indemnify the BBC against all costs and expenses (including legal costs), losses and liabilities which the BBC may incur as a result of:

- (a) a breach of or non-compliance of obligations or warranties under these terms or the terms of any bookings;
- (b) negligence or wilful default;
- (c) any claims from third parties made as a result of the acts or omissions of it or the Named Individual, as the case may be (including relating to infringement of any IPR supplied under or used in connection with these terms or the terms of any bookings);
- (d) neither the Supplier nor the BBC shall be liable for any "consequential" or "special" or "indirect" losses, loss of profits, revenues and/or business, anticipated savings, in each case, whether or not in the contemplation of the parties at the time of entering into any booking, unless expressly set out in the booking.

**Equipment**

Should the Supplier use any BBC equipment with the consent of the BBC, it must become familiar with the BBC's guidelines on the use of IT and related equipment. The Supplier agrees to read and comply with the [BBC's Acceptable use Policy](#).

Should the Supplier provide equipment for the purpose of providing the services, it will be responsible for the care, control, security, insurance and maintenance of such equipment. The BBC may provide a storage area for any equipment but is under no obligation to do so.

**Assignment/  
Sub-  
Contractors**

The Supplier shall not without the prior consent of the BBC assign or sub-contract any of its rights or obligations under these terms or in relation to any booking, to any third party.

Where the Supplier engages, with BBC consent, a sub-contractor for work involving aircraft (including helicopters, balloons, model aircraft, parachutes); armourers; asbestos; diving; explosives, pyrotechnics and fire effects; flying ballet; hydraulic hoist contractors; lasers; location lighting; scaffolding and similar structures; specialised rigging and wiremen; smoke effects and stunt artists the Supplier shall only use those sub-contractors pre-vetted by the BBC for that purpose, a list of which the BBC shall provide to the Supplier on request.

The Supplier shall obtain a written risk assessment from the sub- contractor and incorporate such assessment in the Supplier's own risk assessment.

The BBC reserves the right to vary the kinds of work for which it requires BBC pre-vetted sub-contractors and shall notify the Supplier accordingly.

Notwithstanding that all liability for any assignment/sub-contractor rests with the Supplier, any sub-contractor engaged by the Supplier shall be required to be subject to the same obligations as the Supplier is subject to under these terms or the specific terms of any bookings. The Supplier shall do all things necessary to ensure that the sub-contractor complies with these, including if requested obtaining an undertaking from the sub- contractor in favour of the BBC binding the sub-contractor to comply with the terms and giving the sub-contractor all relevant information provided to the Supplier by the BBC.

**Broadcast**

The BBC's editorial decision is final and the BBC is not obliged to broadcast any programme for which the Supplier has provided services.

**Additional  
Television  
and**

If the Named Individual is providing services as a Director, Producer or Producer/Director, the Named Individual:

**Radio  
Director,  
Producer and  
Producer/  
Director terms**

- a) May be invited subject to reasonable notice to render services ancillary to any bookings that they have outside of the booking period. The BBC will make reasonable endeavours subject to the BBC's operational and editorial needs to schedule the provision of such ancillary services at a time when the Named Individual is available. In the event of them being unavailable to render such services at a time consistent with these needs the BBC shall be entitled to obtain such services from another Director/Producer/Producer-Director.
- b) Acknowledges that the remuneration set out in the booking documentation they receive takes account of all the circumstances and is considered by them to include equitable remuneration in respect of any rental of their contributions.
- c) Shall be entitled to be reimbursed expenses wholly and exclusively incurred by them during the course of providing their services. It is a condition precedent of the BBC making any payment to them that the expenses have been reasonably, properly and necessarily incurred in the performance of the booking, that the expenses do not exceed those which a BBC employee would have been entitled to incur under applicable BBC policies, and that they have provided the BBC with proper supporting evidence of the expenses incurred.
- d) If contracted as a Television Director for any booking, subject to them (i) duly rendering all of the services required by them under any bookings and (ii) not being in material default of any terms within this arrangement or any specific terms in the booking documentation, they shall be accorded a "Directed by" credit in copies of the programme made by the BBC as the director of the programme, normally in last position in the front credits, the precise form of such credit to be in accordance with the BBC Credit Guidelines.
- e)

Shall report to The Producer on all matters concerned with the production of the programme(s) covered by these terms (if appropriate), provided however that they may discuss in confidence with the Head of Production or appropriate senior member of BBC Human Resources any substantial matters on which after using all reasonable endeavours they have failed to reach agreement with The Producer.

- f) With regards to indemnity, they shall not be liable in respect of any materials supplied to them by the BBC.

## **BBC Policies**

During each booking the Supplier shall comply with BBC Policies, guides, handbooks and procedures in force as required, and as are relevant to their bookings. The BBC reserves the right to amend all policies, guides, handbooks and procedures in accordance with business needs and/or relevant developments in business practice or legislation.

## **Security/ Access/ Inspection**

The Named Individual shall obtain from the BBC identity cards or entry permits and shall display these whilst on BBC premises. The Named Individual shall return these cards or permits to the BBC upon termination or expiry of the booking.

The BBC may request and shall be supplied with identification of the Named Individual and may conduct random security checks including checking the Named Individual's possessions and vehicle(s) whilst on BBC premises.

The BBC shall at its discretion give to the Named Individual by prior arrangement such access to BBC premises and such general BBC facilities (for example, catering and sanitary) at BBC premises as the Named Individual may reasonably require to fulfil its obligations under a booking. However the BBC may refuse admission to or remove from BBC premises any person, including the Named Individual, whom the BBC deems unacceptable for whatsoever reason other than solely to frustrate the booking.

The Supplier shall upon the request of the BBC grant the BBC such access to the Supplier's premises or such other premises as the BBC may reasonably require for any other reason connected with the performance of a booking.

## **Deductions from Fee**

The BBC shall be entitled, at any time during a booking with us or when a booking ends, to deduct from the fee and/or any other payments due to the Supplier any money the Supplier owes the BBC, including but not limited to overpayments, leave or any expense payments.

## **Termination**

If the BBC has offered the Supplier specific work under these terms and they have accepted it or are providing services under it, the booking may be terminated in the following circumstances depending upon the role of the Named Individual:

1. All roles with the exception of Television and Radio Directors, Producers and Producer/Directors:

The BBC may terminate a booking with immediate effect with payment made for services provided until the date of termination only if

- a) it considers that the Supplier is in material breach of its obligations which are not capable of remedy, or

- b) it considers that the Supplier is in breach of its obligations, which are capable of remedy but the Supplier has failed to remedy the breach within 7 days of notification of the breach (or such shorter period as may be reasonable), or
- c) the Supplier has committed any act of gross misconduct, or
- d) the continued performance of the services is prevented by reasons beyond its reasonable control, or
- e) it is unable to perform the services for any reason.

If a booking is otherwise terminated in the BBC's opinion for any financial, editorial or any other significant reason, the Supplier will be paid for services provided until the date of termination and the BBC will make a payment equivalent to one weeks' fee or the remainder of the booking, whichever is the lesser.

## 2. BBC Television and Radio Directors, Producers and Producer/Directors

The BBC may terminate a booking with immediate effect with payment made for services provided until the date of termination only if:

- a) it considers that the Supplier is in material breach of their obligations which are not capable of remedy, or
- b) it considers that the Supplier is in breach of its obligations, which are capable of remedy but the Supplier has failed to remedy the breach within 7 days of notification of the breach (or such shorter period as may be reasonable), or
- c) the Supplier has committed any act of gross misconduct, or
- d) the continued performance of the engagement is prevented by reasons beyond its reasonable control, or
- e) the Supplier is unable to provide your services for any reason.

If a booking is terminated for any other reason than a-e above, the Supplier is entitled to receive the full fee specified in their booking which remains unpaid at the date of termination subject to the normal duty to mitigate loss being taken into account.

Regardless of the role of the Named Individual, if the Supplier is due to receive/or has received a payment in accordance with this clause (a "payment"), but the Named Individual booked to work with the BBC and/or any associated company during the same period for which the Supplier would be due to receive/has received payment in compensation for the previous booking, then the payment is not payable.

The Supplier is required to disclose this to the BBC and return any payment made. If the BBC becomes aware that the Supplier has breached this, it reserves the right to either demand for immediate repayment the payment and/or terminate the booking with immediate effect and make no payment.

On termination or the end of a booking, the Supplier agrees that it will return all BBC property, of whatever type, including identity cards or entry permits to BBC premises, to the BBC regardless of the circumstances that lead to the termination or the end of the booking. The BBC shall be deemed to have irrevocably all powers and authority to enter the Supplier's premises or any other premises to recover and remove such items and recover the costs thereof from the Supplier.





**Changing  
Terms &  
Conditions  
Governing  
Law**

The BBC may review its requirements for freelancers from time to time and/or update the terms on which it offers such work. In the event of any changes to the terms, the BBC will notify the Supplier.

These terms and the terms of any bookings will be governed by English law.