



RADIO KENT 96.7, 104.2 & 97.6FM

bbc.co.uk/kent

The Great Hall, Tunbridge Wells, Kent, TN1 1QQ

Contract between the BBC and (*artist*), hereafter "the artist(s)"

"The Material" referred to below is understood to consist of the musical composition, sound recording and any performances contained therein.

1. The artist(s) hereby grant the BBC a non-exclusive licence to use the supplied material(s) ("the Material") or parts thereof for dissemination over the internet (including making the Material available for permanent download) via the BBC's services throughout the world for the full period of copyright
2. The BBC shall not be obliged to make use of any Material and shall not be liable for any loss of publicity or enhancement of reputation or otherwise
3. No Material will be returned and shall become the property of the BBC. It is therefore advisable for all the artist(s) to retain a copy
4. The artist(s) must submit only their own original work and warrant that the grant of this licence will not infringe the copyright or any other rights whatsoever of any third party. In the event that the recording provided is not owned by the artist, the artist will seek authorisation from the copyright owner to make the material available under the terms of this licence (including making the material available for permanent download).
5. The artist(s) must be the sole author(s) of the Material and the individual sending the Material hereby warrants that they can give obtained all necessary consents and permissions on behalf of all persons or entities contributing to the Material by their writing, composing, musical performance or otherwise and are authorised by any such persons or entities to make the Material
6. The artist(s) will indemnify and keep the BBC indemnified from and against all and any claims, costs, damages, expenses, actions suffered or incurred by the BBC arising out of any breach of the warranties hereby given
7. The artist(s) permit the BBC to edit or change the Material in any way that the BBC may in its sole discretion consider necessary for the purposes of use in the BBC's internet services
8. The artist(s) by supplying the Material and entering into this Agreement hereby irrevocably and unconditionally waive in perpetuity any so called "moral rights" in respect of the Material and grant any consents required under the Copyright Designs and Patents Act 1988
9. Acceptance of these terms and conditions is a condition of entry of the Material, and receipt of Material amounts to acceptance of the terms and conditions
10. Contributions are made at an artist(s) own expense and the BBC shall not be liable to reimburse any expenses incurred in the making of the Material
11. Contributions must not contain defamatory or obscene material
12. The artist(s) must not and may not enter into this Agreement if signed to a major record label (which shall for these purposes mean any label belonging to any of the following companies: Sony, EMI, BMG, Warner, Universal and all affiliates)

Signed for, by and on behalf of artist(s):

Print name:

Signature:

Date: