



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 process (which shall be notified to the Supplier),



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



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





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

- (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 leg



the BBC all and any necessary consents and grants of property rights in Patents Act 1988 as amended or updated in future and all other 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.

Data Protection

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 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.

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 do





**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



The Supplier shall obtain a written risk assessment from the sub- contractor and

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

**Additional
Television
and**



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.



- 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.

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 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 fpo708889 030.000008889 0 96.2 843 reW*nBT/F1 11.04 Tf1 C

