BBC Worker General Terms & Conditions

1. **OBLIGATIONS AND WARRANTIES:** You agree, undertake, warrant and represent:
	1. that You will provide the Services (as defined in clause 1.4 below) and Contributions to the BBC as required under this Contract during the booking period as specified in the Worker Terms & Conditions (“Term”) and will observe and perform the terms and conditions of this Contract;
	2. that You are entitled to enter into this Contract and to grant the rights and accept the obligations set out in it;
	3. that You do not know of any health condition which could affect Your ability to carry out this engagement or which could prevent the BBC from effecting production insurance on standard terms and You agree to return (within 7 days) any form of Declaration of Health submitted to you by the BBC for completion prior to provision of any of the Services. 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;
	4. to provide Your Services (as more particularly defined in this clause 1.4) as a presenter or other contributor, including all reasonable ancillary services (some of which must be carried out in Your own time and at Your own cost) such as:
		1. preparation, all attendances, appearing in and out of vision/on and off air;
		2. provision of appropriate clothing, in the case of an in-vision engagement (which cannot include 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). For clarity, and in respect of appearances in vision only, 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 notify the BBC before agreeing this Contract. You may not wear such clothing for the provision of the Services;
		3. 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). The definition of “Contributions” will cover all contributions, as well as the products of the Services, made and/or delivered by You in connection with this Contract including 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 (“Contributions”). For the purposes of US copyright law, the Contributions will be considered “works made for hire” for the BBC;
		4. travel as deemed reasonably necessary by the BBC (and You throughout the Term will hold a valid passport and fully cooperate with the BBC in obtaining any work permits and visas etc. necessary to fulfil the Services);
		5. press, promotion and trails;
		6. all other services usually provided by a first class contributor, (together, “the Services”);
	5. that You will, in providing the Services:
		1. possess all necessary skill, ability, knowledge and experience and execute and complete the Services as a first class contributor conscientiously and in a professional manner at all times, complying with any reasonable requests of the BBC;
		2. use all proper care and diligence;
		3. familiarise Yourself with the BBC Standards and fully comply with them during the Term and complete such editorial training as the BBC may from time to time require;
		4. submit to a DBS check where the BBC considers it appropriate;
		5. complete and maintain an up to date version of the BBC’s declaration of personal interests form containing information as to commercial, financial, charitable, lobbying or personal interests or activities (including those of closely connected persons and those interests where only benefits in kind are received);
		6. abide by all safety rules and regulations as notified by the BBC throughout the Term;
		7. ensure the production team always has up to date contact information for You (including mobile number, home number and email address) and immediate notification of any change in official representation; and
		8. be contactable and available as necessary to provide the Services on any Call Days as defined in clause 1.6(b) below and as may be further particularised in the Additional Information in the Worker Terms & Conditions that have been agreed between You and the BBC.
	6. that whilst this is not an exclusive arrangement:
		1. it is acknowledged that to preserve the value of this engagement 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(s) and/or (ii) would conflict with the BBC Standards; and
		2. You will provide at least 8 weeks’ notice of any dates and times when You will not be available to provide the Services and once dates and times for the provision of the Services have been agreed with the BBC i.e. “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. For regular presenting roles, Call Days will be agreed as presentation shifts; an indicative pattern will be included in the Additional Information in the Worker Terms & Conditions and will include a production base from which Your Services will most frequently be provided. 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 this engagement at the request of the BBC, e.g. 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). 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.
	7. that Your other commitments and/or engagements (whether for third parties or the BBC) will not put You in breach of this Contract;
	8. that any written material due from You will comply with the BBC’s requirements in relation to content and delivery times and You will, if required, provide additional written material for use in publications ancillary to the Programme(s) on the same basis;
	9. that the Contributions:
		1. will be Your original work (save to the extent You have otherwise notified the BBC in writing and the BBC has confirmed its willingness to proceed in advance of recording or live transmission) and will not contain any infringement of copyright or any other rights of any third party; and
		2. will not bring the BBC into disrepute or be defamatory or constitute a contempt of court; provided such warranties do not apply to any material included at the request of the BBC;
	10. that You will not make or authorise the broadcast or other use of the Contributions or any part of them without the prior consent of the BBC;
	11. in the event the Services include the provision of expertise on a subject, You will be competent to provide such services and will use due care, skill and diligence as would reasonably be expected of a competent provider of those expert services and You warrant that You are and will continue to be fully informed in Your area of specialism to the satisfaction of the BBC;
	12. to the extent any obligations under this Contract 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. For the avoidance of doubt, the obligations under clauses 3, 6, 8 and 12 extend beyond the Term; and
	13. that where work is undertaken in the UK, You are entitled to work in the UK without any additional approvals and will notify the BBC immediately if You cease to be so entitled at any time during the Term.

# CONSIDERATION, FEES AND EXPENSES:

* 1. In consideration of the Fee, You agree to provide the Services and Contributions and make the assignment of rights as set out in clause 3 below, where such rights arise.
	2. As the BBC will deduct income tax and Class 1 national insurance contributions in accordance with clause 2.5, the BBC shall not pay VAT on the Fee.
	3. In some circumstances and in accordance with the current BBC Expenses Policy, any expenses incurred by you which are solely attributable to the Contribution(s) you have delivered under this Contract may be payable in addition to Fees. These must be in line with BBC expenses policy and approved by the Executive Producer or Editor of the Programme(s) (or their nominees) in advance. It might sometimes be appropriate for you to receive an advance, on these occasions you must provide the BBC with evidence that those expenses have been incurred in line with the BBC expenses policy and failure to do so, will entitled the BBC to deduct the amount of such advances from your Fee or any other payments due under this Contract.
	4. The BBC is not liable to pay any of the Fee until this Contract is agreed by the parties. For administrative ease and in order to reduce overheads and maintain onscreen investment for the licence fee payer the Fee is payable in monthly instalments as set out in the Worker Terms & Conditions. Fees (including any amount in lieu of statutory leave not taken or statutory sick pay paid or due) will be reconciled during the final quarter of the Term. Any over-payments shall be

set off against instalments projected as owing during the final quarter 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.

* 1. Deductions:

Fees may be subject to the following deductions:

* + 1. deductions in respect of income tax and employee’s national insurance contributions required by law or that the BBC reasonably believes it is legally required to make taking account of published HMRC guidance; *[1]*
		2. any amounts, which are not otherwise in dispute, owing to the BBC from You or under an agreement to provide Your services to the BBC, whether connected with this Contract or otherwise; *[2]* and
		3. any other deductions required by law to be deducted by the BBC.

Where the BBC proposes to make any deductions pursuant to this clause, the BBC will, so far as is practicable, inform You in advance and provide You with a reasonable opportunity to challenge any proposed deduction before it is made, and shall consider such challenge in good faith before making any decision. If the BBC makes any deduction that is subsequently found to be incorrect or unnecessary, the BBC will pay to You an amount equivalent to such deduction in full as a debt, together with interest at the applicable late payment interest rate for UK income tax from the date on which the deduction was made until the date of payment.

* 1. Where You notify the BBC of an agency as representing You, You hereby authorise the BBC to pay all monies due under this Contract to that agency and the BBC will have no further liability to You in respect of any monies so paid.

# RIGHTS AND ASSIGNMENT:

In consideration for the Fee (which for the purpose of this clause 3 You acknowledge to be fair and equitable remuneration), you hereby assign to the BBC with full title guarantee the complete copyright, performers’ rights and all other rights (including any rental and lending rights), where they arise, for all purposes (including use in all media now known or subsequently invented) in the Contributions throughout the Universe for the full period of copyright and any extensions, revivals or renewals thereof. You acknowledge that the BBC has the unlimited right to edit copy alter add to take from adapt or translate the Contributions; and with regard to such Contributions and any programmes in which they may be included, and You waive irrevocably any “moral rights” You may have under the laws of any jurisdiction. Notwithstanding clause 1.4(c) above, You acknowledge that the BBC has final editorial control of the Programme(s); that the Programme title(s) and the date and time of transmission of the Programme(s) may be changed at the discretion of the BBC and the BBC is under no obligation to broadcast or otherwise use the Contributions.

# SUSPENSION AND TERMINATION:

* 1. The BBC will be entitled to terminate this Contract at any time with immediate effect on written notice if:
		1. You are in material breach of this Contract (where such breach, if remediable, has not been remedied within 14 days of notice of the breach) or irremediable breach of this Contract;
		2. its continued performance is prevented by reason of force majeure (as defined in clause 5.3) or by any other cause beyond the reasonable control of the BBC;
		3. You are repeatedly in breach or continually fail to observe any of the terms and conditions of the Contract; or
		4. the medical examination under clause 1.3 above concludes that Your state of health would prevent the BBC from effecting production insurance on terms acceptable to the BBC.
	2. For the purposes of clause 4.1, a material breach includes (without limitation):
		1. failure to submit to a DBS check (where required for the purpose of the role to be performed);
		2. Your insolvency/bankruptcy as defined in the Insolvency Act 1986;
		3. breach of clauses 1.3, 7, 8 and 12;
		4. non-compliance with the BBC Standards.
	3. Any termination under this clause 4 will be without prejudice to any other rights or remedies of the BBC. The BBC’s obligations shall terminate immediately with this Contract. The assignment under clause 3 in relation to any Contributions made prior to the date of termination will survive termination of this Contract.
	4. Without prejudice to or limitation of any other rights and remedies of the BBC, if the BBC reasonably believes You have (a) behaved in a manner which is or may be perceived to be contrary to the BBC Standards and/or could bring the BBC into disrepute and/or (b) otherwise committed a material breach of this Contract, the BBC may suspend (rather than terminate as set out in 4.1(a)) the performance of this Contract for a reasonable period not exceeding 3 months, effective immediately upon written notice, in order to allow it to investigate any suspected misconduct or breach by You or where it reasonably considers that such suspension is necessary (“Suspension Period”). Any Suspension Period notified to You by the BBC may be ended earlier upon 2 weeks’ written notice from the BBC to You of the continuation of the engagement. During the Suspension Period the terms of this Contract, other than the BBC’s obligation to pay Fees and Your obligation to provide the Contributions/Services will continue. During the Suspension Period the BBC may terminate this Contract in accordance with the provisions of this clause 4.
	5. The BBC may (in its absolute discretion) reduce the Fee (and any minimum guarantee) by an amount proportionate to the Suspension Period provided that:
		1. if Your alleged conduct is also being investigated by the police (“an Investigation”) and this Contract is (in the BBC’s absolute discretion) suspended rather than terminated, You will not be entitled to the Fees that would have been paid during the Suspension Period, even if no charges are brought or charges are dropped and/or You are acquitted of all charges;
		2. 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 4.1(b) and you will not be entitled to the Fees that would have been paid during the Suspension Period; and
		3. save where the reason for Your suspension is related to an Investigation, if the allegations regarding Your conduct are proved to be unfounded and the Suspension Period is longer than 2 weeks, You will be entitled to receive a proportion of the Fees which represents the period between: (i) the end of the first 2 weeks of the Suspension Period and (ii) the date on which Your Contract with the BBC is reinstated or terminated.
	6. In the event of suspension or termination:
		1. all rights hereby granted and/or assigned to the BBC will remain vested in the BBC notwithstanding such action; and
		2. liability for any sums due for Services/Contributions in respect of the period prior to termination or suspension will not be affected (but for clarity the BBC will have no liability for any sums which would otherwise have been payable under this Contract for Services which would have been performed after termination); and
		3. the obligations of Confidentiality and Indemnity shall continue to apply; and
		4. You will return all items of BBC property to the BBC; and
		5. any suspension will not serve to extend the Term of this Contract.

# LIABILITY AND FORCE MAJEURE:

* 1. The BBC will not be liable to You for any loss, damage or injury caused to You or Your property in connection with this Contract unless caused by the negligence of the BBC and recoverable on that ground.
	2. The BBC is not obliged to call upon the Services or use the Contributions and will not be liable to You for any loss or damage or any failure to obtain publicity or opportunity to enhance Your reputation.
	3. Neither party will be liable for any failure to fulfil its obligations hereunder due to Acts of God strikes lockouts war riot civil commotion Order or Act of Parliament or any other event beyond its reasonable control (force majeure).

# INSURANCE AND INDEMNITY:

* 1. You will procure such insurance cover You deem necessary for Your own needs (including any personal needs and the needs of Your dependents). You will be responsible for the care, control, security, insurance and maintenance of any equipment and materials provided by You (or any person connected with You) to perform the Services. Details of applicable BBC Insurance cover available to You whilst working for the BBC under this Contract is available on the BBC Freelancer Portal on the BBC’s website: [https://www.bbc.co.uk/corporate2/freelancers/insurance.html.](https://www.bbc.co.uk/corporate2/freelancers/insurance.html)
	2. 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. This indemnity will survive the completion of the Services and/or the termination of this Contract.
	3. In addition to clause 6.2 above, You shall fully indemnify and hold harmless the BBC in respect of any income tax or employee’s national insurance contributions relating to the provision of Your Services hereunder, including against all penalties, interest, costs and expenses suffered by the BBC in connection with a claim by it under this clause 6 or in connection with the subject matter of any such claim, except to the extent such penalties, interest, costs or expenses are incurred by the BBC due to an error or delay on the part of the BBC. *[3]*
	4. The indemnities and obligations set out in this clause 6 will survive termination.

# BBC STANDARDS:

* 1. You acknowledge that the BBC’s reputation for impartiality, integrity, independence and decency (i.e. the “BBC Standards”) is fundamental and agree that Your Contributions and Your activities and conduct, whether carried out for the BBC, for Yourself or for any third party must not compromise, undermine or call into question, or be perceived to compromise or call into question, any of the BBC Standards and must not bring into disrepute the BBC or any BBC content that You are associated with.
	2. The BBC Standards are embodied in the following (as amended/updated from time to time):
		1. Editorial Guidelines and Editorial Guidance [https://www.bbc.co.uk/editorialguidelines/](https://www.bbc.co.uk/editorialguidelines/.);
		2. the BBC Values: [https://www.bbc.co.uk/aboutthebbc/insidethebbc/whoweare/mission\_and\_values/;](https://www.bbc.co.uk/aboutthebbc/insidethebbc/whoweare/mission_and_values/)
		3. the OFCOM broadcast code: [https://stakeholders.ofcom.org.uk/broadcasting/broadcast-codes/broadcast-code/;](https://stakeholders.ofcom.org.uk/broadcasting/broadcast-codes/broadcast-code/)
		4. any other editorial policies and guidelines and policies as may be advised to you by the BBC from time to time, including without limitation those set out here that are intended to apply to freelancers and workers:

<https://www.bbc.co.uk/foi/publication-scheme/classes/policies-and-procedures/> and the following:

* + - 1. anti-bribery: [https://www.bbc.co.uk/corporate2/insidethebbc/howwework/policiesandguidelines/a](https://www.bbc.co.uk/corporate2/insidethebbc/howwework/policiesandguidelines/antibribery/) [ntibribery/;](https://www.bbc.co.uk/corporate2/insidethebbc/howwework/policiesandguidelines/antibribery/)
			2. child protection: [https://www.bbc.co.uk/aboutthebbc/insidethebbc/howwework/policiesandguidelines/](https://www.bbc.co.uk/aboutthebbc/insidethebbc/howwework/policiesandguidelines/child_protection.html) [child\_protection.html;](https://www.bbc.co.uk/aboutthebbc/insidethebbc/howwework/policiesandguidelines/child_protection.html)
			3. anti-bullying and harassment: [https://downloads.bbc.co.uk/foi/classes/policies\_procedures/bullying\_harassment\_po](https://downloads.bbc.co.uk/foi/classes/policies_procedures/bullying_harassment_policy.pdf) [licy.pdf;](https://downloads.bbc.co.uk/foi/classes/policies_procedures/bullying_harassment_policy.pdf)
			4. declaration of personal interests: [https://downloads.bbc.co.uk/foi/classes/policies\_procedures/declaration\_of\_personal](https://downloads.bbc.co.uk/foi/classes/policies_procedures/declaration_of_personal_interests_policy.pdf)

[\_interests\_policy.pdf;](https://downloads.bbc.co.uk/foi/classes/policies_procedures/declaration_of_personal_interests_policy.pdf)

* + - 1. equality and diversity: <https://www.bbc.co.uk/diversity/strategy/>;
			2. health and safety: <https://www.bbc.co.uk/safety/> ;
			3. protected disclosure/whistle blowing: [https://downloads.bbc.co.uk/foi/classes/policies\_procedures/protected\_disclosure\_po](https://downloads.bbc.co.uk/foi/classes/policies_procedures/protected_disclosure_policy_whistleblowing.pdf) [licy\_whistleblowing.pdf;](https://downloads.bbc.co.uk/foi/classes/policies_procedures/protected_disclosure_policy_whistleblowing.pdf)

hereafter “BBC Policies”.

* 1. You are responsible for ensuring compliance with the BBC Standards and the Editor/Executive Producer as well as the BBC’s editorial policy advisers are available to assist with any concerns You may have with meeting the BBC Standards.
	2. You will not act in any way that would cause harm or offence to the ordinary and reasonable person, give rise to a breach of confidence or in any way expose the BBC to civil or criminal proceedings.
	3. You will comply with all applicable legislation, and any statutory modifications thereof, (including without limitation the Equality Act 2010, the Bribery Act 2010, any Health and Safety legislation, any Data Protection legislation etc.) and with the BBC Policies as they are intended to apply to freelancers and workers (or any replacement policies and requirements) whilst providing the Services.
	4. This clause 7 will remain in force:
		1. 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 BBC iPlayer; or
		2. 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 BBC iPlayer; 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.

# CONFIDENTIALITY:

You will not at any time during or after the Term disclose to any third party (other than Your professional advisors or where disclosure is required by law, regulatory body or court of competent jurisdiction) any of the BBC’s confidential information (in whatever form, whether written or oral, and wherever located) including information about confidential terms of this Contract and any information relating to the business, affairs and finances of the BBC (including the Programme content, other BBC output, and private information regarding individuals which You may acquire during the provision or promotion of or otherwise in connection with the Services). This clause will not apply to information lawfully obtained or in Your possession which is or later comes into the public domain otherwise than through an act or omission by You. Nothing in this clause prevents You from:

1. making a relevant pay disclosure under the Equality Act 2010; or
2. making a qualifying disclosure as defined by the Public Interest Disclosure Act 1998.

# EMPLOYMENT STATUS:

* 1. This is a contract to perform personally any work or services. Nothing in this Contract will render You an employee of the BBC and You will not hold Yourself out as such. It is intended that You are a “worker” under section 230(3)(b) of the Employment Rights Act 1996. It is also intended that you are a “worker” for the purposes of the Working Time Regulations 1998 and the National Minimum Wage Act 1998. For the purposes of s.83(2) of the Equality Act 2010, You have entered into a contract personally to do work.
	2. The BBC is not liable for any statutory employment payments such as (without limitation) redundancy pay howsoever arising. You are entitled to certain statutory payments payable to workers.
	3. You are solely responsible for Your own financial planning and tax advice and the BBC accepts no liability in this respect. The offer of this Contract is made solely in respect of the Services and not in any wider context, of which You and your advisors are assumed to have knowledge.

# SICKNESS ABSENCE:

* 1. If You are unable to work the dates agreed, You must notify the Executive Producer/Editor of the reason for Your absence as soon as possible.
	2. If You satisfy the qualifying conditions laid down by law, You will be entitled to receive statutory sick pay (SSP) at the prevailing rate in respect of any period of sickness absence during Your engagement, but You will not be entitled to any other payments from the BBC during such period. For SSP purposes, the first 3 working days on which You are absent because of sickness are “waiting days” in respect of which no SSP is payable, and Your “qualifying days” will be Your expected working days.

# WORKING TIME & HOLIDAY:

* 1. You agree that for the duration of the engagement under this Contract, You will work such hours as are necessary to fulfil Your obligations hereunder. Your engagement is subject to the provisions of the Working Time Regulations 1998 (as amended from time to time). You hereby acknowledge and agree that Your hours worked may exceed the maximum weekly working time thereunder; provided however, that You may withdraw such agreement by 3 months’ written notice (or, if shorter, a period of written notice equal to the period of Your engagement) to the BBC at any time during the engagement. You shall comply with any requests made or measures imposed to enable the BBC to monitor Your working time and failure to do so will be a material breach of this Contract by You.
	2. You are entitled to take 5.6 weeks’ paid holiday in each holiday year (commencing on the first day of Your engagement under this Contract), inclusive of public and bank holidays (with a “week” being calculated by reference to the number of days You work during your engagement.) You should take your accrued holiday only on dates approved by the Executive Producer/Editor in writing at least 6 weeks in advance. The Executive Producer/Editor may require You to take holiday on particular days. Holiday pay will be paid at the time the holiday is taken. At the end of the Term, You will be paid in lieu of any holiday accrued in the current holiday year but not taken, or You will be required to repay the BBC for any holiday taken in excess of Your accrued entitlement.

# DATA PROTECTION:

* 1. If handling any personal data on behalf of the BBC as defined in the relevant data protection legislation, You will abide by the provisions of such legislation and the BBC’s Data Protection and Privacy policies. You will put reasonable measures in place to ensure that the personal data is protected against unauthorised and unlawful processing, accidental loss, destruction or damage, having regard to the state of technological development and the cost of any measures.
	2. The BBC is responsible for handling personal data you provide, including the Contribution, in accordance with data protection law. The BBC has a legitimate interest in using your personal data for journalistic, artistic and literary purposes and for the performance of this Contract and fulfilling the BBC's legal obligations. You may also provide special category or criminal offence data which may be used for the purposes of journalism, arts and literature or otherwise where the law allows. For more information about how the BBC uses your personal data and your rights, visit [https://www.bbc.co.uk/contributors/privacy-notice/.](https://www.bbc.co.uk/contributors/privacy-notice/)

# DIVERSITY MONITORING:

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 we 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: [https://www.creativediversitynetwork.com/diamond/contributors/.](https://www.creativediversitynetwork.com/diamond/contributors/) 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.

# PENSION:

* 1. The Government requires employers 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.
	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 engagement 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.
	3. Also, if you already have large pension savings and 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, we would recommend that you seek independent financial advice as regards your pension benefits and tax position.

# MISCELLANEOUS:

* 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.
	2. Save in respect of the BBC group of companies, this Contract does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 and any rights conferred by this Contract are unenforceable by any person who is not a party it.
	3. This Contract will prevail at all times over all other terms and conditions which You may purport to apply. Save in respect fraudulent misrepresentation, this Contract constitutes the entire understanding of the parties with respect to the subject matter and supersedes all prior agreements, negotiations and discussions between the parties. Any schedules form part of this Contract.
	4. This Contract can only be amended by the written agreement of both parties. You may receive automatically generated additional paperwork from the BBC in respect of payments due under this Contract and the terms and conditions of this Contract will prevail over any terms and conditions purported to be included by that paperwork.
	5. The unenforceability of any particular provision of this Contract will not affect the binding nature of the rest of this Contract.
	6. The failure or delay 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.
	7. If the BBC is in breach of any terms of this Contract, Your legal remedies will be limited to the recovery of damages only and You will not have the right to restrain the production, communication to the public, promotion or use of the Contributions by, or as authorised by, the BBC.
	8. Save as provided for in clause 9.1 as to your “worker” status, 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.
	9. Clause headings and explanatory notes shall not affect the interpretation of this Contract.
	10. 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.
	11. This Contract will 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.

**Explanatory notes**

1. Note to contributor: It is the BBC’s statutory obligation to make the assessment of employment status for tax. The BBC could be penalised if it does not follow HMRC guidance.
2. Note to contributor: There have been circumstances in the past where a contributor has been overpaid e.g. because of a BBC error or because the contributor has failed to provide all contracted services, this clause enables the contributor to return the money for the licence fee payer very easily as the clause permits the BBC the option of deducting it from fees payable under this contract.
3. Note to contributor: It is market standard to have indemnities for income tax and national insurance contributions properly attributable to the individual concerned. The economic liability for paying tax and national insurance remains with the contributor even where it is the engager, in this case the BBC, that is legally obliged to make deductions and account to HMRC in respect of the same.