



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

Where the Supplier is engaged as a self employed individual (not through a Service Company)

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 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**

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



**Booking  
terms**

Each booking will be governed by these terms and any special terms



**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



within a reasonable time, or  
(b) The Supplier provides information which is inadequate to



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



**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





- 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





### **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 appro



## **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  
or or losses, loss



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







**Changing  
Terms &  
Conditions**

The BBC may review its requirements