



Covid-19 (Coronavirus) – Special Terms & Conditions

In these Special Terms & Conditions:

“You” shall mean You, the Supplier, the Freelance and/or the Contributor as applicable and as defined in Your contract with the BBC.

“Covid-19 Guidelines” shall mean (i) the BBC/BBC Studios Productions Covid-19 Production Filming Framework & Guidelines or in the case of Radio productions any Covid-19 guidelines relevant to Programme/Project; and (iii) any other additional Covid-19 protocols/guidance for the Programme/Project.

1. You acknowledge receipt of the Covid-19 Guidelines and You hereby confirm that You understand and accept the terms and agree to comply with the policies contained therein (as may be updated/varied from time to time). You further agree to comply the Covid-19 Guidelines at all times during the overall period of this engagement (including, without limitation during and outside of work hours, as well as while travelling or on location).
2. You acknowledge that the Covid-19 (Coronavirus) pandemic is an anticipated risk to the performance of this Contract and to the anticipated Programme/Project production period and the booking dates.
3. You accept that (i) You may be asked about matters relating to communicable illnesses and safe production of the Programme/Project, including without limitation being required to complete a ‘Covid-19 Self-Declaration Form’ prior to the commencement of and/or during this engagement/Contract; and (ii) You may be subject to Covid-19 (Coronavirus) antigen testing and/or temperature checks either prior to and/or during the course of this engagement.
4. In addition to the termination provisions set out in the Worker Overarching Terms and Conditions or the Self Employed Individual and Service Company Overarching Terms & Conditions (as applicable to this Contract) that apply to this Contract, if production of the Programme/Project is materially hampered, interrupted, prevented or delayed due to circumstances arising in connection with the Covid-19 (Coronavirus) pandemic or for other reasons beyond BBC’s control or if BBC, in its reasonable discretion, considers there is a serious risk of production of the Programme/Project being materially hampered, interrupted, prevented or delayed (a “Production Delay”), then BBC may in its sole discretion elect to terminate this Contract with immediate effect. Further, if this Contract is for a booking period longer than four (4) weeks, and Production Delay is or is likely to be for two (2) weeks or more the BBC may alternatively (also in its sole discretion) elect to (i) suspend this Contract for up to four (4) weeks (or such other longer period by mutual agreement) while such event continues, and/or (ii) extend this Contract for up to four (4) weeks (or such other longer period by mutual agreement). BBC’s election to suspend and/or extend this Contract shall not affect BBC’s right thereafter to terminate this Contract. If BBC terminates and/or suspends and/or extends this Contract in accordance with this paragraph 4, the BBC’s position on any additional payments which may be due to You can be found below under the heading “Additional Payments”. If there is any inconsistency or conflict between (i) this paragraph 4



and the referenced provisions on additional payments, and (ii) the termination provisions in the Worker Overarching Terms and Conditions or the Self Employed Individual and Service Company Overarching Terms & Conditions (as applicable to this Contract), then this paragraph 4 shall prevail to the extent necessary to resolve the conflict.

5. You further agree to comply with any and all applicable laws, regulations and guidelines, including without limitation those relating to quarantine, lockdown, social isolation/social distancing and any other requirements of applicable authorities at all times whilst engaged by BBC and You will be solely responsible for any fines, penalties and/or judgment resulting from Your/the Supplier's/the Freelance's violation of any applicable laws.
6. If You are required by BBC to travel overseas to perform the services, You acknowledge and accept that due to the Covid-19 (Coronavirus) pandemic medical and other emergency services may not be available and/or may not respond in the usual way, or respond effectively or at all to any emergency or health issues You may experience and therefore this could result in harm, including death.
7. Provisions setting out BBC's position on additional payments which may be due to You in the event of the following:
 - (i) **Incapacity:** i.e. You having to restrict Your/their activities to protect Your/their health & safety in respect of Covid-19 or if You become ill with and/or have symptoms of Covid-19 and such circumstances prevent You from performing the services required hereunder;
 - (ii) **Self-Isolation:** i.e. You complying with applicable civil authority 'test and trace' or similar guidance to self-isolate and such circumstance prevents You from performing the services required hereunder;
 - (iii) **Quarantine:** i.e. You being required by BBC to quarantine as part of this engagement, either in order to be able to carry out the services and/or at the end of this engagement/following completion of the services required hereunder (excluding always, for the avoidance of doubt, any quarantine periods due to Your/the Supplier's/the Freelance's independent travel / holiday / vacations whilst engaged by BBC); can be found below under the heading "Additional Payments".

Additional Payments

<p>Termination of Contract with less than four (4) week's notice</p> <p>Applicable if You are paid on either a PAYE or a gross basis.</p>	<p>For those already working and mid-engagement at the date of termination:</p> <p>BBC shall make a payment for (i) work done until the date of termination (if due), and (ii) BBC will also make an additional 'ex gratia' payment equal to one weeks' fee (excluding kit hire) or the remainder of the full engagement fee (excluding kit hire), whichever is the lesser.</p> <p>For those yet to start work and the start date is within four (4) weeks away:</p>
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	<p>BBC shall make an 'ex gratia' payment equal to one weeks' fee or the full engagement fee (excluding kit hire), whichever is the lesser.</p> <p>For those yet to start work and start date is MORE THAN four (4) weeks away: BBC will not make any payment.</p>
<p>Suspension of Contract</p> <p>Applicable if You are paid on either a PAYE or a gross basis.</p>	<p>If BBC exercises its right to suspend this Contract in accordance with the terms of paragraph 4 above in writing, BBC shall make a payment equal to 50% of Your/the Supplier's/the Freelance's contracted rate/fee (excluding kit hire) for the notified period of suspension of this Contract. You may be requested to provide such services that may be reasonably carried out during suspension.</p>
<p>Incapacity (as described in paragraph 7 above)</p>	<p>If You are paid on a PAYE basis:</p> <p>You may be entitled to claim Statutory Sick Pay (SSP) if you are ill and the BBC will top this up to two (2) weeks full pay/fees (excluding kit hire) if you are sick as a result of Covid-19 (Coronavirus) while engaged to provide services/work for us. Absence must be reported using a Coronavirus Reporting Form, which then allows the SSP payments to be made.</p> <p>If You are paid on a gross basis:</p> <p>You/the Freelance are not entitled to claim Statutory Sick Pay if you are ill during the engagement. However, the BBC will make an 'ex gratia' payment of up to two (2) days fees (excluding kit hire) if You/the Freelance is sick as a result of Covid-19 (Coronavirus) while engaged to provide services/work for us, on the condition that You/the Freelance shall not provide services/work for the BBC for (i) a minimum of another seven (7) days after the absence due to such sickness, or (ii) as otherwise required in accordance with the Covid-19 Guidelines.</p>
<p>Self-Isolation (as described in paragraph 7 above)</p>	<p>If You are paid on a PAYE basis:</p> <p>You may be entitled to claim Statutory Sick Pay (SSP) if you are complying with applicable civil authority 'test and trace' or similar guidance on self-isolation during the engagement period, the BBC will top this up to two (2) weeks full pay/fees (excluding kit hire) if you are self-isolating whilst engaged to provide services/work for us. You may be requested to provide such services that may be reasonably carried out during isolation.</p> <p>If You are paid on a gross basis:</p> <p>If you are complying with applicable civil authority 'test and trace' or similar guidance on self-isolation during the engagement period, the BBC will make an 'ex gratia' payment of up to two (2) days fees (excluding kit hire) if You/the Freelance are self-isolating whilst engaged to provide services/work for us. You may be requested to provide such services that may be reasonably carried out during isolation.</p>



<p>Quarantine (as described in paragraph 7 above)</p> <p>Applicable if You are paid on either a PAYE or a gross basis.</p>	<p>If BBC requires in writing that You/the Freelance enter into Quarantine as part of this engagement then BBC shall make payment of any sums that have been agreed upon in writing between the BBC and You for the notified period of Quarantine.</p>
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