



**DAVID WEBB**  
**THE BRITISH BROADCASTING CORPORATION**  
 Head Office: Broadcasting House, London W1A 1AA Tel. 0203 004700

18/17 A/C use only

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**Talks Requisition/Contract**  
 1. Contributor (Retain) 4.  
 2. Contributor to sign and Return 5. Prog. Ex.  
 3. Registry 6. Producer

1 1 03 BBC Reference: 01/ 03/RAC/WD -Ext: 927 43 4730 Date: 12.2.86

**A**  
UNION CODE

Offer of engagement to you for the contribution(s) described below at the fee specified in the form of acceptance and on the terms and conditions set out on this page and overleaf relating to all types of contributions and to contributions.

10 T32 Prog. No. TALKS SSL130S700 PAYPOINT GLASGOW

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Nom Fold A/C

Service RADIO SCOTLAND

4

101 Title: CALL DAVID SCOTT

Duration/nature of contribution:  
 (Note: Final manuscripts of scripted talks contributions must be received by the BBC not later than ten days before the broadcast or recording date(s) unless otherwise agreed.)

TOOK PART IN ROUND-TABLE DISCUSSION ON 'PORNOGRAPHY', AND ANSWERED LISTENERS' QUESTIONS. DUR: 57.00

11

Rehearsal/Recording date(s) and time(s):

7.12.85

Location/Studio

LONDON

Transmission date(s) and time(s):

7.12.85  
 1103-1200

Producer's name (and signature if appropriate)

MIKE SHAW

EXT:

Date:

7.2.86

Fee:

£34.00

If you wish to accept please sign the form of acceptance in Part B below of copy No. 2. This offer may be cancelled if your signed acceptance is not received within ten days of this offer. If the fee proposed below is paid before we receive your signed acceptance of this contract then we shall be at liberty to treat your acceptance of the payment as confirmation that you accept the contract. If you receive notice of any claim for defamation in respect of your contribution(s), you are asked to notify the BBC before taking any steps to deal with the claim.

Signed on behalf of the BBC Miss W. Dunn *W. Dunn*

**B** For signature by the contributor. I accept the offer in consideration of the fee mentioned above and on the terms and conditions stated.

Date: 14th Feb 1986

Contributor's signature: *David Webb*

David Webb, Esq.  
 15 Sloane Court West  
 LONDON SW3 4TD

SIGNED ACCEPTANCE COPY No. 2 TO BE RETURNED TO BBC SIGNATORY AT ADDRESS ABOVE. Normal Country of Residence (if not U.K.)

VAT I wish to be self-billed and I agree to advise the BBC if I deregister.

My VAT Reg. No. is:-

Accounts use only 6/7-8

**CONDITIONS RELATING TO ALL CONTRIBUTIONS**

1. The word "recording(s)" shall include any contrivance whereby the contribution(s) may be mechanically reproduced. The word "contribution(s)" shall include recording(s) and translations thereof or of any rehearsal thereof whenever the context permits. Except in the case of News contributions the right to broadcast or rebroadcast in the BBC's Services for the United Kingdom shall include the right to broadcast or rebroadcast the contribution(s) once throughout each Region or Area either simultaneously or at different times within one year of the date of the original broadcast or rebroadcast in the said Services. The "United Kingdom" means the United Kingdom of Great Britain and Northern Ireland the Isle of Man and the Channel Islands.
2. This contract is subject to your final manuscript(s) (except where the contribution(s) is unscripted) conforming with the BBC's stated requirements. Such manuscripts shall be retained by the BBC unless specifically reserved by you.
3. You agree to attend such rehearsals as are necessary in the opinion of the BBC.
4. You agree that:
  - (A) The contribution(s) shall not contain anything which is calculated to bring the BBC into disrepute or which is defamatory provided however that you shall not be liable in respect of any defamatory material which was included in the contribution(s) without negligence or malice on your part.
  - (B) In the case of contributions other than for Reading only you further agree that:
    - (i) The contribution(s) shall be your original work and that you hold all licences or permissions necessary to authorise the use of such original work for all the purposes of this contract.
    - (ii) The contribution(s) shall not contain any previously published material written by you which the BBC has not accepted in writing.
    - (iii) If the contribution(s) contain any copyright material which you have not written you will disclose this so that the BBC may make any necessary arrangements for its use for the purposes of this contract.
    - (iv) The contribution(s) as spoken shall conform with the manuscript(s) accepted by the BBC.
5. (A) The BBC shall be entitled to make or authorise the making of translations and recording(s) of the contribution(s) in any language and without further payment.
  - (i) To use the contribution(s) for its private purposes.
  - (ii) To broadcast extracts from the contribution(s) provided that such extracts do not amount to a substantial part of the contribution(s) within the meaning of Section 49(1) of the Copyright Act 1956.
  - (iii) To use extracts from the contribution(s) for the purposes of fair dealing within the meaning of Section 51(2) and (3) of the Copyright Act 1956.
  - (iv) In the case of contributions to educational programmes to use or authorise the use of the contribution(s) for instruction, demonstration and study (including reproduction in braille or as a talking book for the blind).
  - (v) The programme title(s) stated overleaf may be changed at the discretion of the BBC.
- (B) In the case of contributions other than commentaries and news contributions the BBC shall (without prejudice to any rights of the BBC under any other clause hereof) be entitled to acquire the right to play or authorise the playing of the contribution(s) to non-paying and educational audiences throughout each of the territories specified below subject to the payment of a fee equal to the appropriate percentage below of the original fee to cover such use throughout the relevant one of the three territories set out below:
 

Territory	% of original fee
British Commonwealth (including UK) and South Africa	75
USA and its territorial possessions	50
All other territories	25
6. All fees specified herein shall unless otherwise stated, be exclusive of V.A.T., if this is relevant.
7. (A) If recording(s) are commissioned by the BBC and made by you hereunder, the BBC shall be entitled to retain possession of such recording(s) and shall have the right to use them for all purposes of this contract.
- (B) If recording(s) not commissioned by the BBC are made by you as part of or for use in connection with your contribution(s) hereunder, the BBC shall have the right to use them for all purposes of this contract.
8. (A) The BBC shall have exclusive publication rights in the contribution(s) in so far as your rights are concerned from the date of this Agreement (i) until 28 days after the date of the first broadcast in the case of an engagement to make a contribution(s) intended for broadcasting in the BBC's own Services or (ii) until 28 days after the date of the first despatch abroad of the recording of the contribution(s) in the case of an engagement to make a contribution(s) intended for recording for the BBC Transcription Services but such rights shall only be exercised in respect of its own journals excluding the Radio Times.
 

If the Listener publishes the contribution(s) the BBC will pay 50 per cent of the original broadcasting fee for publication in full or assess and pay pro rata for excerpts or abridgements subject to a minimum of £1.00.

Abridgements or excerpts will be so described unless you agree otherwise.
- (B) Unless when you accept this contract you direct otherwise or this contract relates to a News contribution (a) the BBC shall have the non-exclusive right to publish or authorise the publication of the contribution(s) anywhere in the world (excluding Europe and the U.S.A.). The BBC will account to you for any fees which it may charge for such rights.
9. (A) Any BBC broadcast of the contribution(s) may be simultaneously relayed by the BBC and its licensee(s) in the United Kingdom and overseas by means of transmitters and any system of wire broadcasting.
- (B) Broadcasting stations overseas may be authorised by the BBC to record any BBC broadcast of the contribution(s) for the sole purpose of broadcasting the recording(s) once within 7 days of the BBC's broadcast in lieu of a simultaneous relay.
10. The National Sound Archive shall be entitled without payment to make and use recording(s) of any broadcast of the contribution(s) for its private purposes.
11. The BBC shall be entitled to edit or abridge the contribution(s) but will if practicable notify you of any such alteration.
12. The rights hereby granted to the BBC shall apply to the whole of or any excerpts from the contribution(s).
13. The BBC shall not be liable to you or to your legal personal representatives for any loss damage or injury to your person or property during or in connection with this engagement unless caused by the negligence of the BBC and recoverable on that ground. The BBC shall be entitled at any time to cancel these arrangements.
14. (A) If their performance is prevented by force majeure or by any cause whatsoever beyond the reasonable control of the BBC or upon any breach or continued non-observance by you of any of the terms and conditions herein contained subject to payment of a fair proportion of the fee assessed by the BBC after discussion with you for work already carried out.
- (B) For any other reason subject to payment of the full fee under this contract or to the offer of an alternative date(s) as the BBC shall decide and you shall have no further claim whatsoever upon the BBC.
- Any termination under this Clause shall be without prejudice to any other rights or remedies of the BBC.
15. If you are unable to speak the contribution(s) because of illness or other unavoidable cause the BBC may use any materials provided by you hereunder for all the purposes of this contract subject to payment of a proportion (not being less than 50 per cent) of the fee assessed by the BBC after consulting you.

**CONDITIONS RELATING SOLELY TO TALKS CONTRIBUTIONS**

16. The following further conditions shall apply to Talks contribution(s) intended primarily for the BBC's own Broadcasting Services:
  - (A) The BBC shall without further payment be entitled to broadcast the contribution(s) once only.
  - (B) The contribution(s) may thereafter be broadcast in the BBC's Services for the United Kingdom on payment in respect of each broadcast of three-quarters of the original fee irrespective of which Service gave the original broadcast.
  - (C) The contribution(s) may be rebroadcast in the BBC's External Services on the following terms:
    - (i) If the original broadcast was given in the External Services:
      - (a) as required during a period of three months from the date of the original broadcast without further payment;
      - (b) thereafter as required on payment of one-half of the original fee in respect of each period of 28 days during which any rebroadcasts are actually given.
    - (ii) If the original broadcast was given in the Services for the United Kingdom as required on payment of one-half of the original fee in respect of each period of 28 days during which any rebroadcasts are actually given.
  - (D) The contribution(s) may be used for the purposes of the BBC Transcription Services in the territories specified below on payment of the following proportions of the original fee:
 

British Commonwealth and South Africa	one-half
U.S.A. and its territorial possessions	one-quarter
All other territories	one-quarter
  - (E) You will not authorise any other organisation to broadcast the contribution(s) before the BBC.

17. The following further conditions shall apply to Talks contribution(s) intended primarily for the BBC Transcription Services:
  - (A) The BBC shall be entitled without further payment to use recording(s) of the contribution(s) for the purposes of the BBC Transcription Services.
  - (B) Recording(s) of contribution(s) may be broadcast by the BBC:
    - (i) in the BBC's Services for the United Kingdom on payment in respect of each broadcast of three-quarters of the original fee;
    - (ii) in the BBC's External Services as required on payment of one-half of the original fee in respect of each period of 28 days during which any broadcasts are actually given.
18. The following further conditions shall in addition apply to Talks contribution(s) for educational programmes:
  - (A) You agree to provide if required short descriptive notes on the contribution(s) for possible inclusion in the published programmes of the BBC and material (including suggestions for illustrations and book-lists) to be used in the issue of a pamphlet relating to the contribution(s) such notes and material to be delivered to the BBC as soon as possible but not later than any date and time specified by the BBC. The provisions of Clause 4 shall apply to such notes and material.
  - (B) The BBC shall be entitled to adapt modify and make any other use for Educational purposes of any material supplied by you.
19. If there shall be a rebroadcast in the BBC's Services for the United Kingdom or in the External Services or (except in the case of an engagement to make a contribution(s) originally intended for the BBC Transcription Services) a use for the purposes of the BBC Transcription Services of or acquisition of rights under Clause 5(B) in:
  - (A) a translation of the contribution(s) which is not read by you the additional fee payable shall not be based on the original fee but on the script element thereof which shall be deemed to be three-quarters of the original fee;
  - (B) an abridgement or excerpt(s) from the contribution(s) (other than an abridgement or excerpt(s) which may be broadcast or used without further payment) the BBC shall pay a pro rata fee subject to a minimum of £1.05.

**CONDITIONS RELATING SOLELY TO READING CONTRIBUTIONS**

20. In the case of Reading contributions the BBC shall be entitled without further payment to broadcast extracts from the contribution(s) in programmes of an historic or reminiscent nature and as trailers.
21. The following further conditions shall apply to Reading contribution(s) intended primarily for the BBC's own Broadcasting Services:
  - (A) The BBC shall without further payment be entitled to broadcast the contribution(s) once only.
  - (B) The contribution(s) may thereafter be broadcast in the BBC's Services for the United Kingdom on payment for each broadcast of one-half of the original fee irrespective of which Service gave the original broadcast.
  - (C) The contribution(s) may be rebroadcast in the BBC's External Services on the following terms:
    - (i) If the original broadcast was given in the External Services:
      - (a) as required during a period of three months from the date of the original broadcast without further payment;
      - (b) as required during a further period of 28 days on payment of one-half of the original fee;
      - (c) thereafter as required on payment of one-quarter of the original fee in respect of each period of 28 days during which any rebroadcasts are actually given.
    - (ii) If the original broadcast was given in the Services for the United Kingdom:
      - (a) as required during a period of 28 days from the date of the first broadcast in the External Services on payment of one-half of the original fee;
      - (b) thereafter as required on payment of one-quarter of the original fee in respect of each period of 28 days during which any rebroadcasts are actually given.
  - (D) The contribution(s) may be used for the purposes of the BBC Transcription Services in the territories specified below on payment of the following proportions of the original fee:
 

British Commonwealth and South Africa	One-quarter
U.S.A. and its territorial possessions	One-eighth
All other territories	One-eighth
22. The following further conditions shall apply to Reading contribution(s) intended primarily for the BBC Transcription Services:
  - (A) The BBC shall be entitled without further payment to use the contribution(s) for the purposes of the BBC Transcription Services.
  - (B) The contribution(s) may be broadcast by the BBC:
    - (i) in the BBC's Services for the United Kingdom on payment of one-half of the original fee in respect of each broadcast;
    - (ii) in the BBC's External Services:
      - (a) as required during a period of 28 days from the date of the first broadcast in the External Services on payment of one-half of the original fee;
      - (b) thereafter as required on payment of one-quarter of the original fee in respect of each period of 28 days during which any rebroadcasts are actually given.

**CONDITIONS RELATING SOLELY TO COMMENTARY CONTRIBUTIONS**

23. The following further conditions shall apply to Commentary contribution(s):
  - (A) The contribution(s) may be broadcast in the BBC's Services for the United Kingdom:
    - (i) as required up to the expiration of 24 hours from the end of the programme in which the same were originally broadcast without further payment;
    - (ii) thereafter as required on payment for each broadcast of £1.05 for each minute used.
  - (B) The contribution(s) may be broadcast in the BBC's External Services:
    - (i) if the original broadcast was given in the External Services:
      - (a) as required during a period of three months from the end of the programme in which the same were originally broadcast without further payment;
      - (b) thereafter on payment of a fee of £1.05 for each minute used in respect of each period of 28 days during which any rebroadcasts are actually given.
    - (ii) if the original broadcast was given in the Services for the United Kingdom:
      - (a) as required up to the expiration of 24 hours from the end of the programme in which the same were originally broadcast without further payment;
      - (b) thereafter on payment of a fee of £1.05 for each minute used in respect of each period of 28 days during which any rebroadcasts are actually given.
  - (C) The contribution(s) may be used for the purposes of the BBC Transcription Services on payment of an additional fee of £1.05 for each minute used in return for the right to use the same in all territories throughout the world or if the same are used in certain territories only (as the BBC may decide) on payment of the following fees:
 

British Commonwealth and South Africa	55p per minute
U.S.A. and its territorial possessions	25p per minute
All other territories	25p per minute
  - (D) In calculating fees payable under this Clause the time used shall be aggregated and any fraction of a minute in the total shall count as a minute but no fee shall exceed the original fee or be less than £3.15 or be payable for excerpts covered by Clause 5 (A) (i) and (ii) above.
  - (E) The rights granted hereby to the BBC shall also apply to any part of your contribution(s) which was recorded but not included in the original broadcast.

**CONDITIONS RELATING SOLELY TO NEWS CONTRIBUTIONS**

24. The following further conditions shall apply to News contribution(s)
  - (A) The BBC shall without further payment be entitled:
    - (i) if the original broadcast was given in the Services for the United Kingdom to broadcast the contribution(s) as required in the BBC's Radio and Television news broadcasts for the United Kingdom broadcast from the Region or Area of Origin and
    - (ii) if the original broadcast was given in the External Services to broadcast the contribution(s) as required in the BBC's External Services during a period of 28 days from the date of the original broadcast.
  - (B) Irrespective of the Service giving the original broadcast the BBC shall be entitled upon payment of:
    - (i) 75 per cent of the original fee to broadcast the contribution(s) without restriction for any period of 24 hours in the Radio and Television Services of the BBC (a) in broadcasts from any territory other than the Region or Area of Origin and (b) in the Region or Area of Origin in broadcasts of programmes other than news programmes;
    - (ii) 50 per cent of the original fee to broadcast the contribution(s) without restriction in the BBC's External Services.
  - (C) The contribution(s) may be used for the purposes of the BBC Transcription Services in the territories specified below on payment of the following proportions of the original fee:
 

British Commonwealth and South Africa	one-half
U.S.A. and its territorial possessions	one-quarter
All other territories	one-quarter

 If only extracts are used for such purposes (other than extracts under Clause 5 (A) (ii) and (iii) above) a pro rata fee shall be paid subject to a minimum of £1.05.
  - (D) You will not authorise any other organisation to broadcast the contribution(s) before the BBC.
  - (E) London shall be deemed to be in the South East Region.