

## Commissioning Round Terms & Conditions Capture Projects

These terms and conditions govern any application to the Capture Commissioning Round run by The Space Community Interest Company (“The Space”). Please read these terms and conditions carefully before applying. By applying, you accept these terms and conditions and agree to comply with them.

1. Applicants must be an arts or cultural organisation whose registered office is in the United Kingdom. Organisations can include museums and libraries if the project is primarily arts focused.
2. The person who submits your application is responsible for compliance with these terms and conditions by any people or organisations that form part of any submission.
3. The person who submits your application must be aged 18 or above on the date of the submission deadline. Proof of age and identity may be requested.
4. Nobody involved in your application can be employed by The Space or be related to someone who is.
5. The deadline for applications is midday British Summer Time Friday 29 June 2018. We will not accept late applications. We are not responsible for applications that are lost, damaged or late due to computer, network or telecommunications failure.
6. We will acknowledge your application when we receive it with an email. Your application will then be assessed using the criteria and process set out in our Commissioning Brief.
7. The decision of The Space about the eligibility of applications, those shortlisted and those selected to be contracted is final. We will not enter into correspondence about applications that are not selected.
8. By submitting your application, you confirm that:
  - All information submitted by you is true, accurate and complete
  - You can provide written confirmation from the relevant organisation(s) before your application is approved that any partnerships or sources of finance referenced in your application are as you have indicated
  - You can provide fully cleared material for broadcast on BBC TV and online publication – that is, that all the contributors, performances, artworks, written works and music, or any other material protected by copyright that is included in your work can be licensed for transmission on BBC TV and non-commercial, online publication on a non-exclusive basis
  - The broadcast or online publication of the work will not infringe any intellectual property or other third-party rights or breach any contractual obligations

9. If we choose to shortlist your project and/or invest in its development and/or proceed to a full commission, you agree to authorise The Space to conduct background checks in order to verify any of the information you have supplied. You agree to provide us with any assistance or further information necessary to do this.
10. The Space will only use the information that you provide, including your personal data, for the purposes of administering the Commissioning Round and selection process. We reserve the right to share the information with our funders and our freelance associates only for the purposes of administering and evaluating the Commissioning Round, selection process and performance of The Space. Please see our website privacy policy for further information on our management of personal data.
11. If you are successful with your application, you will be required to sign a copy of The Space's Commissioning Agreement. Amongst other terms, this will include obligations for you to:
  - Secure rights to publish and distribute your work on BBC TV and online
  - Participate in any agreed audience development activities to encourage engagement with your work
  - Provide to The Space reports to include audience metrics and other data to evaluate the performance of your work
  - Participate in the creation of case studies and any reasonable evaluation requirements relevant to your work that are required by The Space
12. You agree to keep all information relating to your application and the selection process confidential. You will not make any public statement about your application or the selection process without getting our approval beforehand in writing.
13. We are not liable for any direct or indirect loss or liability, costs, claims, taxes, charges or expenses resulting from your application.
14. Your participation in the application process does not constitute an agreement with The Space to commission or publish your work. The Space has no obligation to commission works and, even if works are commissioned, neither we nor our partners are obliged to publish, transmit or distribute your work.
15. The Space reserves the right to vary or cancel the Commissioning Round or these terms and conditions at any time at its sole discretion. In this event, a notice will be posted on: <http://www.thespace.org>.
16. If any successful application is withdrawn, we may select a replacement, but we will not be obliged to do so.

**Last updated: 21 May 2018**