



Template contract for Music Director

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This model contract has been developed with the help of the [Incorporated Society of Musicians \(ISM\)](#) and the [Association of British Choral Directors \(abcd\)](#) – we would like to thank them both for their contributions.

Use of the contract

This model contract is intended for use by any vocal or instrumental music group engaging a Music Director or equivalent role.

It is intended solely as a starting-point for negotiations. As with any contract, it may be appropriate for the parties to the contract to negotiate amendments and modifications to suit their own particular circumstances. If the parties are in any doubt about the suitability of the contract for their particular circumstances, they should seek their own legal advice. Access to this model contract does not constitute the provision of legal advice by Making Music, ISM or **abcd** and those using the model contract do so strictly on the basis that no liability, in relation to the use of the contract, is accepted by Making Music, ISM or **abcd**.

Guidance notes on contract

This contract is for a group engaging an MD on a self-employed basis only. It should not be used when the MD is an employee of the group.

Throughout the contract you will see some parts in [square brackets]. These are parts which we anticipate you may want to change after negotiation with the MD. In some instances we have included suggested wording in brackets – this is only suggested wording and does not have to be used.

Clauses 5 and 6: these are important clauses for establishing that the agreement is for an MD working on a self-employed basis. Removing or amending this clause could have the effect of unintentionally creating an employment relationship, leading to different legal liabilities and responsibilities, including for tax. Groups who have concerns about this clause are strongly advised to take their own legal advice. You can also contact Making Music for further information.

Clause 7.2: this is written assuming that the MD is not a trustee of the charity (assuming your music group is a charity). Making Music advise that groups do not have a paid MD on the management committee. However, we do acknowledge that some groups do have the MD as a trustee, and that charity regulation, and our model constitution, allows for this.

If your MD is on your committee you should include some alternative wording at clause 7.2. The wording should reference that, in line with your charitable constitution, the MD will be a trustee and that they cannot sit in any meeting, or part of meeting, where any aspect of their role as MD is discussed. Both parties must also ensure that regulations as detailed in sections 185 to 188 of the Charity Act 2011, which refers to the remuneration of trustees, are being adhered to.

Clauses 8.4 and 8.5: 8.4 establishes that you will always ask your MD's permission if you want to make a recording. 8.5 allows for the possibility of a fee being paid when that recording is for non-commercial purposes: this clause is one that may be for negotiation.

If a recording will be used for commercial purposes, you may also want to consider including a clause to cover an additional fee and/or royalties for the MD.

Non-commercial versus commercial: This comes down to whether you will make any money out of the recording. So, recordings for archive, rehearsal and promotional use (e.g. clips on your group's website) would be non-commercial. Generating income from a recording, such as selling CDs, would be commercial and an MD might expect payment.

Template contract

CONTRACT FOR SERVICES

This contract for services agreement (hereinafter called 'the agreement') is made on _____

BETWEEN

[name and address] (hereinafter called 'the Music Director')

AND

[Group Name and address] (hereinafter called 'the Group')

1. Appointment

- 1.1. The Group hereby appoints _____(name) as Music Director of the Group with effect from _____(Date).
- 1.2. In consideration of the fees specified in clause 3 the Music Director shall perform the duties specified in clause 2.

2. Duties

- 2.1. The principal duties of the Music Director are as follows:
 - a) to effect the musical training of the Group in such works as shall be chosen and [to arrange with the agreement of the Committee regular rehearsal for this purpose] **OR** [attend rehearsals as arranged by the Committee with the agreement of the Music Director];
 - b) to conduct and direct the Group and other performers at concerts, shows, competitions or other events as shall be fixed;
 - c) [to select music for the Group] **OR** [to work with the Committee in selecting music for the Group];
 - d) to ensure that the highest possible musical standards are achieved both at rehearsals and concerts, consistent with the Group's musical and financial resources;
 - e) [to audition prospective Group members, to re-audition existing members, and to make recommendations to the Committee in the light of such auditions.]
 - f) to make recommendations to the Committee for the engagement of soloists and other performers needed for concerts, and to audition them if necessary;

- g) to advise and assist the Committee in the artistic direction of the Group;
- h) to provide to the Group and/or the Committee as requested all details reasonably required for producing programmes and publicity material.

3. Fees

3.1. The following fees will be paid on invoice:

- a) a fee of £[.] for each concert. The fee shall be deemed to cover payment and expenses relating to all preparation for the relevant concert, including the final rehearsal.
 - b) a fee of £[.] per hour for each rehearsal [other than the final rehearsal] of up to three hours.
 - c) overtime for rehearsals will be calculated at the rate of £[. . . .] for each period of 30 minutes or part thereof over three hours.
 - d) in addition, out of pocket expenses may be reimbursed on submission of receipts but any such expenses must be agreed in advance with the Committee.
- 3.2. If a rehearsal is cancelled by the Group on less than two weeks' notice, the Music Director will be paid half their rehearsal fee. If the notice is less than one week, he/she will be paid the full rehearsal fee.
- 3.3. If the performance is cancelled by the Group, it shall immediately notify the Music Director in writing of the same and shall pay the Music Director the following cancellation fee:
- a) where notice is given more than four weeks prior to the date of the performance - 50% of the fee;
 - b) where notice of four weeks or less is given prior to the date of the performance - 100% of the fee;
 - c) the payment of the cancellation fee shall be without prejudice to any other rights and remedies of the Music Director against the Group or any third party.
- 3.4. The performance of the Music Director and the success of the role will be reviewed annually on the anniversary of the Commencement Date.

4. Method of payment

- 4.1. The Music Director will be paid [monthly/termly] in arrears, on receipt of an invoice, such invoice to be paid by the Group within 14 days of receipt.
- 4.2. In the event that the Fees are not paid in accordance with clause 4.1 of this Agreement, the Music Director shall be entitled (but without prejudice to any other rights and remedies) to charge interest at [...] % computed from the original due date until paid.

5. Contractual relationship

- 5.1. The Music Director is engaged by the Group on a self-employed basis as an independent contractor and is therefore expected to account for his/her own income tax, Class 4 National Insurance contributions and VAT returns. Nothing in this Agreement shall render them an employee, worker, agent or partner of the Group and the Music Director shall not hold themselves out as such.
- 5.2. This Agreement is not a contract of personal service. Accordingly the Music Director is entitled at his or her absolute discretion to arrange for a suitably qualified substitute to carry out any of his or her duties under the terms of this Agreement. Details of any such substitute should be submitted promptly to the Chairman of the Committee.
- 5.3. Any person performing the Services under the terms of this clause shall be in contractual relationship with the Music Director and not with the Group. For the avoidance of doubt the Music Director is wholly responsible for arranging the attendance of a suitable substitute and for any fees to be paid to such a substitute. The Music Director undertakes to ensure that any person nominated under this clause is aware of and will comply with their obligation under this Agreement.

6. Other activities

- 6.1. Nothing in this Agreement shall prevent the Music Director from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during this Agreement provided that such activity does not cause a breach of any of the Music Director's obligations under this Agreement.

7. Relationship with the Committee

- 7.1 Management of all aspects of Group business including all arrangements for rehearsals and concerts and the control of finance is vested in the Committee of the Group, and the Music Director is not empowered to enter into any commitment or incur any expenditure on behalf of the Group except as expressly authorised by the Committee.
- 7.2. The Music Director is not entitled to sit on the Committee of the Group in an official, voting capacity. They may attend certain Committee meetings in an advisory capacity at the discretion of the Committee [in which case an attendance fee may be agreed in advance between the Group and the Music Director].

8. Music Director's Rights

- 8.1 No rehearsal shall be conducted before an audience without the Music Director's prior written consent.
- 8.2. The Music Director's name will be afforded due prominence on all advertising and publicity material.
- 8.3 The Music Director's name or likeness shall not be used for the endorsement of any product or services without the Music Director's prior [written] consent.
- 8.4. No part of any [rehearsal or] performance will be recorded, reproduced or transmitted in any manner or by any means whatsoever without the prior [written] permission of the Music Director.
- [8.5. Notwithstanding clause 8.4 above and subject to the payment of an additional fee (which shall be [50%] of the performance fee for a sound recording and [100%] of the performance fee for a video recording), the Music Director shall agree to the recording of his/her performance (pursuant to the Copyright, Designs and Patents Act 1988) for non-commercial purposes.]

9. The Group's obligations

- 9.1 To pay all agreed fees or expenses of performers taking part in a performance;
- 9.2 To ensure that any monies due to the Performing Right Society are paid;
- 9.3 To ensure that a suitable room with adequate heating and lighting is made available for rehearsal;
- 9.4 To ensure that the venue for a Performance is exclusively available to the Music Director for rehearsal for a period of up to three hours on the day of the performance.

10. Termination

- 10.1 This Agreement may be ended by mutual consent at any time by both signatories to it by signing and dating a written statement to that effect.
- 10.2 Either signatory to this Agreement may terminate the Agreement by giving at least [twelve weeks] notice in writing to the other signatory.
- 10.3 Each party may at any time terminate this Agreement with immediate effect if:
 - a) the other party is in material breach of any of their obligations under this Agreement; or
 - b) other than as a result of illness or accident, after notice in writing, the Music Director willfully neglects to provide or fails to remedy any default in providing the Services.

10.4. The Group may at any time terminate this Agreement with immediate effect if:

- a) the Music Director commits any fraud or acts dishonestly or in any manner which in the opinion of the Committee brings or is likely to bring the Music Director or the Group into disrepute or is materially adverse to the interests of the Group; or
- b) the Music Director is in the reasonable opinion of the Committee negligent or incompetent in the performance of his duties.

[11. Pre – existing arrangements

These revised terms are in substitution for your existing terms as set out in [.....]'s letter to you of [.....] which shall be deemed to have been terminated by mutual consent as from the date of your acceptance of these revised terms]

Signed (The Music Director) _____ Date _____

Signed (on behalf of the Group) ____ Date _____

If you have any questions about this information sheet or would like us to make it more accessible, please phone Making Music on 020 7939 6030 (Monday to Friday 10am-6pm) or email us at info@makingmusic.org.uk
www.makingmusic.org.uk