



MU Standard Contracts

Click link to access downloads listed

The MU offers a range of standard contracts for download.

The MU offers members a Contract Advisory Service, which, in the vast majority of cases, is available at no cost and grants up to an hour of our specialist solicitor's time on any music contract.

L5 Musician for casual orchestral concerts (Printable Contract) (PDF 80.85 bytes file opens in new window)

L10 Contract - Profit Sharing Agreement (PDF 80.07 bytes file opens in new window)

M1 Copyists Commissioning Contract (PDF 41.97 bytes file opens in new window) **M2 Contract for Arrangers** (PDF 42.65 bytes file opens in new window)

M3 Songshare Agreement (PDF 248.15 bytes file opens in new window)

M4 Musician for a session (PDF 45.61 bytes file opens in new window)

M5 Studio pre-recording agreement (PDF 37.69 bytes file opens in new window)

M6 Live pre-recording agreement (PDF 34.01 bytes file opens in new window)

MU LPAG Approved Library Agreement 2011 (PDF 789.66 bytes file opens in new window)

T1 Contract Private Teaching (PDF 854.57 bytes file opens in new window)

T2 Contract Teaching in Schools (PDF 1.43 MB file opens in new window)

T2A Contract Private Teaching in Schools (PDF 1.87 MB file opens in new window)

L1 E-Contract - Hiring a Band/Group (PDF 90.78 bytes file opens in new window)

L2 E-Contract - Hiring a Solo musician (PDF 135.52 bytes file opens in new window)

L3 E-Contract - Band Continuing Engagement (PDF 140.93 bytes file opens in new window)

L4 E-Contract - Solo Musician Continuing Engagement (PDF 139.27 bytes file opens in new window)

T3 Online Teaching contract (PDF 131.29 bytes file opens in new window)

Members are strongly advised to obtain written confirmation of all engagements. The MU produces Standard Contracts for engagement.

It is in members' own interests to always use an MU Standard Contract as these provide evidence of the conditions of an engagement if a dispute should arise. The MU cannot always assist if the contract does not cover you, or if you do not have one.

In cases where standard MU contracts are not used, written evidence of engagements is essential. A letter or note should specify the date, time and place of the engagement, the fee, and that the engagement is subject to MU rates and conditions. Such a letter or note should be signed by someone fully authorised to do so.

Penalty clauses

Members will note that none of the MU Standard Contracts contains a sliding scale of fees payable in the event of cancellation. This is because once a gig is contracted, the full amount is due if the hirer cancels, subject only to an obligation to mitigate your loss by trying to find alternative work.

Members sometimes insert a sliding scale of fees into their contracts, so the closer to the gig date the cancellation occurs, the higher the sum payable. If these figures are not a genuine pre-estimate of the loss you will suffer, then they may be regarded in law as a "penalty" and unenforceable, especially if you manage to find replacement work.

Members using these sliding scales in their contracts should therefore be prepared to justify their figures. A sliding scale can also mean you receive less in compensation than you might otherwise receive had you sued for the full fee subject to mitigation.

Employment Contract Advisory Service (ECAS)

Should you be offered a contract of employment, or a contract that requires you to provide personal service, we will arrange for a specialist employment lawyer to review it and provide you with appropriate advice on the contract. The lawyer will also provide you with practical advice and guidance should you wish to negotiate better terms with your employer.

The following are some issues you should consider when entering into an employment contract:

Are you content to enter into or work under a contract of employment in principle?

There are advantages to employment status (such as the right to bring certain claims in the employment tribunal) but there may be some disadvantages depending on your particular circumstances.

You should ensure the date your period of continuous employment began or will begin is clear. Check if any employment with a previous employer counts towards your continuous service. This is important because continuity of employment is used when calculating various rights, including unfair dismissal and statutory redundancy payment rights.

Check if the employer is asking you to be subject to a probationary period.

This is unlikely to be appropriate if you are already employed by this employer but are being offered new terms.

Check your job title and job description carefully. This may be important should the employer propose to change your role and duties later on; the absence of a clear job title and a comprehensive job description may have a substantial impact on the strength of your position.

Ensure the working arrangements are set out clearly.

Consider if you need to spend any time working from home or if you are required to work at different locations. Note that a contractual requirement to be mobile and work at different locations may have a bearing on the issue of whether or not you are redundant in some circumstances.

Ensure your pay and pay arrangements are set out clearly. Is there a provision confirming salary will be reviewed annually? Ensure also that any other benefits such as bonuses, company car or insurance are set out in the contract and if they are agreed to be contractual benefits, this should be made clear. Complex issues can arise regarding bonuses and it would be prudent to discuss these issues in more detail with your Regional Office if you have any particular concerns.

Are you to work part time or full time? There should be no real differences between a contract of employment for a part-time employee and a full-time employee, other than that certain benefits will be pro-rated and the hours of work will be different. However, there are a number of legal issues that can arise when working part time. Further advice from your Regional Office can be sought if there are any particular concerns.

Ensure the normal hours of work (if any), overtime arrangements and rates of pay for any overtime are clear.

Consider if any office manual or staff handbook or other rules and procedures are part of the employment contract. You can discuss this with your Regional Officer.

Check the holiday provisions carefully. For example, will you be required to take holiday during term holidays? The employer's holiday year should be recorded and the rules that apply with regard to taking holiday and carrying over holiday into the next year should be clear. Check if you will be required to work on public holidays. If not, check whether public holidays are included within your annual entitlement and seek an amendment if appropriate.

Be vigilant to any unusual grounds for summary dismissal (dismissal without payment of notice), for example, poor performance, and seek their removal from the contract.

Check the length of your notice period. The employer is obliged to give a statutory minimum of one week for each year of continuous service up to a maximum of 12, but a longer contractual notice period is likely to be reasonable, e.g., for senior employees.

If the contract contains a clause requiring you to retire at a certain age, generally we would recommend you resist this as that is unlawful discrimination because of age unless objectively justified.

You should check **what pension scheme is offered (if any) and if the employer will make contributions to your pension**. At the very least, it may be reasonable for you to argue that the employer should match your pension contributions up to a certain percentage, e.g., 5% of the salary.

If your employer agrees there is a collective agreement with the MU, it should be made clear if that agreement (or parts of it) is expressly incorporated into the contract.

Check if your employer requires an assignment of copyright and intellectual property in relation to work created during the course of the employment. The starting point is that work created in the course of employment will be owned by the employer. If you have specific concerns, you can discuss these with your Regional Office.

Note that a clause that restricts your activities for a period post employment (e.g. not to compete with the business) will usually be inappropriate save where you are important to the business.

"Get it in writing"

Horace Trubridge, MU General Secretary:

1. 'The music business today is a minefield that needs careful negotiation to avoid a mishap. All business relationships that you enter into should be clearly and carefully set out in agreements that are fair to all concerned.'
2. 'The Union can help you make sure the contract you sign is fair and includes all of the necessary clauses to ensure that your best interests have been taken care of.'
3. 'It's not just long-term relationships that need to be set out in writing — even something as simple as a one-off gig in a pub should be at least subject to an exchange of emails setting out the details.'
4. 'Ideally, you should use one of the Union's standard contracts, which have been designed to cover most types of engagement.'
5. 'Remember, verbal agreements are very difficult to enforce, hence the old music industry dictum that "a verbal agreement isn't worth the paper it's written on". If you are offered an agreement or contract, contact the Union and we will make sure that you get proper advice from industry lawyers.'
6. 'Think very carefully before you sign any agreements. Ask yourself: "Is this the right deal for me? Is this agent/manager/record company/publisher going to stick by me through thick and thin and promote my best interests at all times for the duration of the agreement?"'
7. 'Remember, should you commit to a legally-binding contract that you subsequently discover is not in your best interests, it is very unlikely that the Union would be able to help you.'