



Template contract for Musical Director

Published July 2015

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

The model contract 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.

Clause 6: this is an important clause 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. 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 11: 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 12. 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.

Template contract

1. A Contract for services agreement (hereinafter called 'the agreement') between [name, address]

(hereinafter called 'the Music Director')

AND [.....GROUP NAME]

(hereinafter called 'the Group')
2. This Agreement will be in force with effect from [.] (the Commencement Date)
 - a) The Agreement will remain in force for a period of [12 months] from the Commencement Date, and will continue thereafter subject only to the termination provisions contained in the remainder of this clause
 - b) Either party may give to the other not less than [three months'] notice of their intention to terminate this contract, provided only that such notice shall not take effect until the period of [12 months] has elapsed after the Commencement Date
 - c) Either party may terminate the agreement immediately if the other commits any serious breach of these terms, which is not capable of remedy, and in particular, if the Music Director acts in such a way as to cause serious damage to the reputation of the Group.
3. 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 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 management committee.

Fees, the performance of the Musical Director and the success of the role will be reviewed annually on the anniversary of the Commencement Date.
4. 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.
5. The Music Director is engaged by the group on a self-employed basis and is therefore expected to account for his/her own income tax, Class 4 National Insurance contributions and VAT returns.
6. 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 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.

7. a) 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.

b) 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:
 - I. where notice is given more than four weeks prior to the date of the performance - 50% of the fee;
 - II. where notice of four weeks or less is given prior to the date of the performance - 100% of the fee;
 - III. 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.
8. 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.
9. 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 with the agreement of the Group and at such rehearsals as shall be fixed.
 - b) to conduct the Group and other performers at concerts as shall be fixed.
 - c) to ensure that the highest possible musical standards are achieved both at rehearsals and concerts, consistent with the Group's musical and financial resources.
 - d) [to audition prospective Group members, to re-audition existing members, and to make recommendations to the Committee in the light of such auditions.]
 - e) to make recommendations to the Committee for the engagement of soloists and other performers needed for concerts, and to audition them if necessary.
 - f) to advise and assist the Committee in the artistic direction of the Group.
10. 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.
11. 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.
12. The Music Director shall provide to the Group all details reasonably required for producing programmes and publicity material.
13. Music Director's Rights
 - a) No rehearsal shall be conducted before an audience without the Music Director's prior written consent.
 - b) In the event that the Fees are not paid in accordance with clause 4 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.
 - c) The Music Director's name will be afforded due prominence on all advertising and publicity material.
 - d) 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.

- e) No part of any performance will be recorded, reproduced or transmitted in any manner or by any means whatsoever without the prior [written] permission of the Music Director.

14. Responsibilities of the Group

- a) to pay all agreed fees or expenses of performers taking part in a performance
- b) to ensure that any monies due to the Performing Right Society are paid
- c) 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.

Signed (The Musical 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