

Agreement for Approved Contractors of Recording and Broadcasting Engagements

An agreement made on: _____ (DATE) between the Musicians' Union (hereinafter referred to as the MU) and the individual or individuals referred to in Schedule 1 of this Agreement (hereinafter referred to as the Contractor, Director or Directors or Partners), under which it is agreed that in consideration of the MU authorising its members to accept all types of recording and broadcasting engagements through the Contractor, the Contractor or Directors or Partners as appropriate, agree:

1. To accept and observe all obligations of a principal in oral and written contracts for engagements with members of the MU.
2. To complete and forward to the MU an Electronic Media Notification form for each production prior to the date of the first session and supply copies of all consent forms to the MU in order that the MU can keep records of musicians who perform on recordings made under its collective bargaining agreements.
3. To use their best endeavours to ensure that the consent of performers, required by the Copyright, Designs and Patents Act 1988 and Copyright and Related Rights Regulations 1996 and any future amendments, is obtained in a form approved by the MU.
4. To co-operate in the operation of any collection and distribution system for secondary fees established by the MU in respect of any class of engagement.
5. When distributing payments to musicians, for instance royalty payments, to ensure musicians receive timely, adequate and sufficient information including for example modes of exploitation and remuneration due.
6. To keep clear and accurate records of all contracts whether oral or in writing and to allow their examination by the MU in the case of any dispute about the fees or payments made to musicians.
7. To pay all fees due to musicians within 28 days of the session to which they are related or within 10 days of receipt from the engager, whichever is the sooner, except where the relevant collective bargaining agreement provides for earlier payment or payment on the day of the session.
8. To guarantee the observance and performance of the clauses in this Agreement, in particular with regard to Clause 6, and if more than one Director/Partner they shall be jointly and severally liable.
9. To ensure that the Contractor is present for the duration of all sessions or represented by a person duly authorised to act on behalf of the Contractor.
10. To only permit the use of recording techniques and practices that are approved by the MU.
11. To treat all musicians fairly and with respect and not discriminate on grounds of gender, gender reassignment, marital status (including civil partnerships), race, ethnic origin, colour, nationality, national origin, disability, sexual orientation, religion or age. The MU opposes all forms of discrimination and is committed to eliminating discrimination and encouraging diversity.

The MU further agrees that the Contractor, if a member of the MU, will be eligible for discretionary legal aid in respect of contracts within the scope of this Agreement and that the Contractor shall be informed of any recording, film or other engaging company found by the MU to be in default to another registered Contractor.

This Agreement shall be binding until terminated by any party giving 10 days written notice to the other.

SCHEDULE 1

Contractors' address: _____

Telephone number(s): _____

Email: _____

Tick relevant box and complete as appropriate:

Individual Contractor

Trading name: _____

Company

Trading name: _____

Directors:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Partnership

Trading name: _____

Partners:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Signed for and on behalf of the Contractor (each Partner/Director in the case of a company or partnership):

Signed for the MU:
