

## Notes to the new Making Music – Musicians' Union agreement 2023-24

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### Introduction

We are very pleased to have renewed our agreement with the Musicians' Union which is now in its 6th year.

Making Music knows its members are fully supportive of professional musicians, i.e. those who rely on all or the majority of their income from instrumental performance (the definition used in this agreement), and that despite groups' financial limitations they would like to properly compensate professionals for their time and skill.

The agreement is designed to bring clarity for our members' about what they should be paying the musicians they engage and offers a flexible but useful framework for such engagements.

The agreement is for *recommended minimum* rates when engaging professional musicians.

- They are recommended because we are not a management body and cannot enforce Making Music members to use any rates for the musicians they engage.
- They are minimum because members can choose to pay more if they feel able to or if the musician identifies the rate should be more.

It is tailored to leisure-time music groups:

- it is simplified, compared to the agreement between professional ensembles and the MU (there are many provisions which simply would not apply to leisure-time groups)
- it includes some specific provisions, in recognition of the way that leisure-time ensembles operate.

If you are not a leisure-time group the agreement is not appropriate and we recommend you instead look at [MU Orchestral Concert Rates](#) as a guide to what to pay professional musicians.

The agreement is not a contract and should not be used as a contract between a group and a musician. We have a [separate template contract](#) groups can use.

Both Making Music and the MU are happy to hear feedback on this agreement, as improvements could always be introduced for future years, so do contact us on [info@makingmusic.org.uk](mailto:info@makingmusic.org.uk) or [orchestral@theMU.org](mailto:orchestral@theMU.org) with your comments.

### **Please read these notes in conjunction with the agreement**

#### **Re clause 2. Freelance Concert Rates**

Please note these are **minimum** rates. In other words, it is recommended that you pay *at least* these rates. If your group generally pays more – excellent, and please do not lower your rates now.

#### Re 2.(b)

This means that if your last rehearsal before the concert is not on the same day as the concert, you do not have to pay a full fee on the concert day and then a separate fee for the rehearsal on a different day. Simply enhance the concert day fee by 10%.

Also, as you are most likely to engage musicians from within a short distance of where your group is based, travel allowance and holiday pay are already included in the minima recommended up to 15 miles each way, saving you having to calculate these costs separately for each musician on each occasion – though where the musician does travel more than 15 miles for your engagement, you should reimburse or discuss costs as indicated under clause 6.

### **Re clause 3. Extra Rehearsals**

Sub-clause (a) refers to an additional rehearsal on the day of the concert in addition to the one already covered by the minimum rate, i.e. if you should plan two rehearsals on the concert day.

Please note the rehearsal on a day other than a concert day referenced here under (b) indicates an *additional* rehearsal to the one on the concert day. If there is no rehearsal on the concert day, then clause 2.(b) applies instead.

### **Re clauses 4., 5., 6., 8.**

In these clauses, the engager is encouraged to discuss matters with the musician to be engaged. This is in recognition that each group operates slightly differently, and that groups are spread across the whole of the UK and subject to local conditions, so the outcome of such discussions may vary from case to case.

However, this means that when budgeting groups should include a contingency in their budget to allow for additional costs that may arise under these clauses, depending on the musician they ultimately offer the engagement to.

### **Re clause 5. Doubling**

Please read this carefully and consider the implications of your repertoire when setting your budget.

For instance, you may not have considered paying doubling fees for related instruments such as piccolo and flute; and you may want to re-examine your payments to percussionists in particular.

However, we think we have succeeded in making this clause as easy to understand and apply as possible, enabling you to see quickly what your budgetary implications may be.

### **Re clause 8. Porterage**

This is the clause for which it is most difficult to pin down a precise payment, as it depends so much on the instruments involved, the musician's travel, the location of rehearsal and/or performance venue.

It is therefore particularly important that you discuss this with the musician to be engaged as early as possible and ensure you have an appropriate contingency in your budget to cover costs which may arise from this clause.

Please also ensure, if you agree to store an instrument between rehearsal and concert for a musician you engage, that you check your insurance schedule carefully to see if you are covered under your current policy or if you need to take out additional temporary insurance (this can be easily arranged – please contact [info@makingmusic.org.uk](mailto:info@makingmusic.org.uk)).

### **Re clause 10. Broadcast and recordings**

This clause allows you to use recorded audio-visual content for:

- Electronic Press Kit – this is about creating content that will be used by you or a third party to promote the event the engagement relates to. As per the clause they should not include a musical piece in its entirety and all promotional content must not be more than 10 minutes aggregate total. The content must be used for promotional purposes only and not for commercial purposes.
- Archive: the group can keep a recording for their own archive and referencing purposes

If any content is used for commercial purposes, then a separate agreement and fee should be in place between you and the musician. This includes content specifically generated for commercial use or content initially created for EPK or archive purposes that is then subsequently used for commercial use. Commercial use means any money generated by the use of the content other than selling tickets for the performance the engagement relates to. This includes, but it not limited to, live stream ticket sales, post event sale of video or audio formats, advertising income generated for your group from online streaming sites.

If you have any questions about this please do contact either the MU ([orchestral@theMU.org](mailto:orchestral@theMU.org)) or Making Music ([info@makingmusic.org.uk](mailto:info@makingmusic.org.uk)).