

**DATE JUNE 2025**

**PART 12: This Addendum is to be used in conjunction with the terms set out in the BBC/MU Agreement 2023 and is between:**

- (1) **THE BRITISH BROADCASTING CORPORATION** whose principal office is at Broadcasting House, Portland Place, London W1A 1AA (the “**BBC**”, which term shall where the context so permits include the BBC’s assignees and successors in title including without limitation BBC Studios or any successor to BBC Studios, other production entity or co-producer, distributor, licensee or broadcaster), and
- (2) **THE MUSICIANS’ UNION**, of 30 Snowfields, London. SE1 3SU (the “**MU**”)

**SCOPE OF Addendum**

**This Addendum sets out the minimum terms and conditions for:**

- Musicians engaged by BBC Studios Production Limited (“**BBCSPL**”) making BBCSPL Content on behalf of a non-BBC subsidiary or third-party commissioner (“**Third Party Commissioner**”); and where BBCSPL Content is first broadcast by any Third Party Commissioner.
- For the avoidance of doubt, and for the purposes of this Addendum, BBC Content commissioned by a Third Party Commissioner will be referred to as **BBCSPL Content** and shall mean material produced and/or recorded by BBCSPL for broadcast (or otherwise communicated to the public) by a Third Party Commissioner.
- For sake of clarity, where BBCSPL make programmes for the BBC the terms of the BBC/MU 2023 agreement shall apply.

**(12) ENGAGEMENT FEES**

**12.1 Basic Recording**

Musicians shall be paid a basic recording fee for recording both in and out of vision.

<b>Basic Recording Fees</b>	<b>01.04.25 – 31.12.25</b>
Basic Recording (minimum 3 hours)	£240.50
Extension of recording session (per 30 minutes)	£40.08
Extension (1 or 2 hours) of recording session after a break of 30 minutes	£80.17
Overtime per 15’ (or part thereof subject to maximum of 30 mins)	£24.08

BBCSPL shall be entitled to record up to 20 minutes of the Musician(s) performance with disregard to cue or track length during a 3 hour session and a further 3 minutes for each additional half hour booked.

**12.2 Four Out of Five Hours**

Musician(s) may be engaged to give a performance in or out of vision. The performance may be transmitted live and/or simultaneously recorded or recorded for subsequent transmission.

### Selective pre-recordings

In consideration of an additional payment to each Musician the music of selected items may be pre-recorded in sound or vision during a session provided that:

- the total length of the selected items does not exceed 20% of the scheduled transmission time of the programme in which they are to be used; and
- the total period of time for transmission and the recording of selected items does not exceed 60 minutes, save as provided for under extensions of recording session.

A recording of such performance shall be continuous with only such breaks as are necessary (due to technical limitation, breakdown of equipment or artistic faults requiring remedy).

### Retakes

In the event that a Musician is required to remain after the end of a session for the purpose of remedying faults the Musician shall be paid from the time the performance ends until the Musician is no longer required in accordance with this clause, save that if a decision is taken within the first 10 minutes after the end of the performance that no retake is necessary (the Initial Retake Period) then no payment shall be due to the Musician for the Initial Retake Period.

Four Out of Five Hours Fee	01.04.25 – 31.12.25
Four out of five hours recording session (including 1 hour performance, 3 hour rehearsal and 1 hour interval between performance and rehearsal)	£240.32
Extension of recording session (per 6 mins performance)	£24.08
Additional rehearsal (per 30 mins)	£17.51
Selective pre-recording sound only	£55.33
Selective pre-recording sound and vision	£75.74

## 12.3 Combined Use

The Combined Use provision only allows for exploitation of the music synchronised into the production for which the Musician(s) is originally engaged. Any use of the sound recording other than as provided for in this clause (including use in a music video to promote a commercial audio recording) shall be subject to separate negotiation with MU.

This provision may be applied to any single film, programme, game, recording of concerts **or** live shows produced by BBCSPL.

### 12.3.1 Combined Use Recording Fee

Musician(s) contracted on an hourly basis in accordance with the following scales for engagements:

Musician Hours	Hourly Rate	Minimum Call	Overtime Fees (per 15')	Rehearsal (per hour)
<b>2-36</b>				
01.04.25 – 31.12.25	£159.81	2 hours	£47.68	£81.31 (minimum 2 hour call, break no

				longer than 1.5 hours)
<b>37 – 350</b>				
01.04.25 – 31.12.25	£127.34	2 hours	£39.00	£81.31 (minimum 2 hour call, break no longer than 1.5 hours)
<b>351-800</b>				
01.04.25 – 31.12.25	£117.13	3 hours	£35.42	£81.31 (minimum 3 hours)
<b>801 +</b>				
01.04.25 – 31.12.25	£99.80	3 hours	£30.29	£81.31 (minimum 3 hours)
Low Budget rate				
01.04.25 – 31.12.25	£83.11	3 hours	£25.22	£81.31 (minimum 3 hours)

Payment of Combined Use Fee shall permit BBCSPL to use a maximum of 8 minutes recorded performance per Recording Session hour.

Total sum of Musician hours =

Total number of Session Musicians x Total number of Recording Session hours

### 12.3.2 Relay Fee

BBCSPL may record Musicians' performance(s) at an event produced by a third party for the live or deferred transmission in or out of vision and the Musician(s) shall be paid relay fees as follows, as applicable:

Number of Musicians	Combined Use Relay (per hour)	Combined Use Relay Overtime (per 15 mins)	Limited Use Relay (per hour, minimum 2 hours)	Limited Use Relay Overtime (per 15 mins)	Patching at Performance or 3 hour rehearsal	Patching - Separate Call
<b>1–10</b>	Individual Negotiation	Individual Negotiation	Individual Negotiation	Individual Negotiation	Individual Negotiation	Individual Negotiation
<b>11-20</b>						
01.04.25 – 31.12.25	£508.43	£152.51	£220.41	£66.17	£220.41	£220.41
<b>21-29</b>						
01.04.25 – 31.12.25	£381.38	£114.43	£176.96	£53.11	£176.98	£220.41
<b>30 +</b>						
01.04.25 – 31.12.25	£254.22	£76.31	£133.55	£43.72	£133.55	£179.03

Patching post-performance, with time booked, paid at Combined Use Relay Hourly Rate.

Where BBCSPL is not producing the event (where the musician is being separately engaged for a concert or other live performance), BBCSPL is not required to engage the Musician(s) to perform but shall pay the Musician(s) a Relay Fee in accordance with this clause 12.3.2 for consent and licence to broadcast the Musician(s)' performance(s).

## 12.4 Multi-Part Entertainment Programme

Musicians may be engaged for a multi-part entertainment programme, each part continuous (for example a main show, followed by a results or follow up show to be shown on the same or consecutive days).

### 12.4.1 Eight Hour Programme Session

Multi-Part Entertainment Eight Hour Programme Session engagements for music recorded both in and out of vision shall be for a minimum call of 8 hours.

#### Breaks

The Musician shall be entitled to the following breaks:

- a. 1 hour immediately prior to the main transmission/recording of the programme;
- b. 30 minutes immediately prior to the results or follow up show; and
- c. 5 minutes per hour as the production schedule allows.

In the event the Musician is required to work additional time and does not receive the breaks set out above, subject to agreement with the Musician, the Musician shall be entitled to a fee per 6 minutes (or part thereof).

Eight Hour Programme Session Fees	01.04.25 – 31.12.25
Eight Hour Session (6.5 hours reh/rec in 8 hour session, maximum of 2 hours performing)	£802.41
Extension per hour (up to 2 hours maximum)	£51.36
Extension per hour (3rd and subsequent hours)	£70.63
Additional performance time (per 6 minutes or part thereof)	£12.88
Breaks (per 6 minutes or part thereof)	£25.40
Overtime (per 6 minutes or part thereof)	£25.40

### 12.4.2 Four Hour Programme Session

Multi-Part Entertainment Four Hour Programme Session engagements for music recorded both in and out of vision shall be for a minimum call of 4 hours.

Four Hour Programme Session Fees	01.04.25 – 31.12.25
Four Hour Session (4 hour call, up to 25 minutes record)	£648.32
Extension of Session (per 30 minutes call, up to 3 minutes record)	£81.03
Overtime (per 15 minutes or part thereof up to maximum of 30 minutes)	£48.61

## 12.5 Short Music Item(s)

Payment to the Musician(s) of a Short Music Item shall permit BBCSPL to record Short Music Item(s) provided that they are for documentaries or given to promote something else (such as another production, event or a commercial recording).

<b>Short Music Item Fee</b>	<b>01.04.25 – 31.12.25</b>
Recorded within 2 hours for content up to 10 minutes aggregate	£131.16
Recorded within 1 hour for content up to 5 minutes aggregate This 1 hour rate can only be used when the Musician is already attending a paid performance or rehearsal.	£90.35

## 12.6 Multi-Episodic Television

BBCSPL can pay a higher hourly rate (see rates tables below) for use of the music recorded within that session, in one further series (**TV Single Series**), or for use in all future series of the same programme (**TV Multi-Series**) beyond the current series. Re-use of the music can only be applied to series of the same name beyond the current series.

If a TV series has a budgeted cost equal to or less than £2,000,000 (two million pounds) sterling per one broadcast hour, (total production budget for all episodes of £2,000,000 pro rata, per broadcast hour or less), and a minimum of 37 hours of Musician(s) engagements are contracted, BBCSPL may engage the Musician(s) under the Low Budget hourly rate (**Low Budget**).

### 12.6.1 Incidental Music

The following terms will apply to finite TV Series (Drama, Comedic Drama or Documentary) only.

Fees are determined by the total number of musician hours. BBCSPL will not require a session per episode and the music from any session can be used in a maximum of 13 episodes of the same series (episodes of 30 minutes or less are counted as half an episode).

Number of Hours	Minimum Call time	Fee per hour (up to 13 episodes)	Fee per additional episode	TV Single Series Fee per hour (up to 13 eps)	TV Single Series Fee per additional episode	TV Multi-Series Fee per hour (up to 13 eps)	TV Multi-Series Fee per additional episode
<b>2-36</b>	2 hours						
01.04.25 – 31.12.25		£159.81	£38.35	£207.75	£49.86	£239.72	£57.53
<b>37 – 350</b>	2 hours						
01.04.25 – 31.12.25		£127.34	£30.56	£146.45	£39.73	£159.18	£45.84
<b>351 – 800</b>	3 hours						
01.04.25 – 31.12.25		£117.13	£28.11	£134.70	£36.55	£146.42	£42.17
<b>801 +</b>	3 hours						
01.04.25 – 31.12.25		£99.80	£23.95	£114.77	£31.14	£124.75	£35.93
<b>Low Budget 37 +</b>	3 hours						
01.04.25 – 31.12.25		£83.11	£19.95	£95.57	£25.93	£103.89	£29.92

### 12.6.2 Title Music

The following Fees will apply to opening and closing music for multi-episodic TV drama, comedic drama and documentary series where a single programme or series has more than 8 episodes (episodes of 30 minutes or less are counted as half an episode).

Number of Hours	Minimum Call time	TV Single Series Fee Per Hour (up to 13 eps)	Fee per additional episode (up to 26 eps)	TV Additional Single Series Fee per hour (up to 13 eps)	Fee per additional episode (up to 26 eps)	TV Multi-Series Fee per hour (up to 13 eps)	Fee per additional episode (up to 26 eps)
2-36	2 hours						
01.04.25 – 31.12.25		£191.77	£30.68	£287.65	£46.03	£383.54	£61.37
37 – 350 / 351 – 800 / 801 + / Low Budget 37+	3 hours						
01.04.25 – 31.12.25		£159.81	£25.57	£239.72	£46.03	£319.62	£61.37

Title Music may be recorded during an incidental music session at the relevant Combined Use rate (only), where a single programme or series, that is not intended to be a returning series, has 8 or fewer episodes. The amount of music to be based on 8 minutes per hour with disregard to cue or track length.

### 12.7 Signature Tune

BBCSPL may engage a Musician for a 3 hour session to record Signature Tunes, Idents or Stings and incorporate the performance into the named series for factual and entertainment programmes and serial returning drama series (i.e. Continuing Drama Series).

Signature Tune music may be recorded during an Incidental Music session at the relevant rate where a single programme or series, that is NOT intended to be a returning series, has 8 or fewer episodes. Where a single programme or series has more than 8 episodes, the following Signature Tune terms will apply:

Signature Tune Fees	01.04.25 – 31.12.25
Signature Tune Limited Use Fee (13 eps maximum)	£275.07
Signature Tune Combined Use Fee (13 eps maximum)	£508.80
Signature Tune Fee (unlimited eps for 2 years)	£559.47
Signature Tune Fee (unlimited eps for 5 years)	£626.32
Extension of recording session (per 6 minutes or part thereof)	10% of Fee

### 12.8 Established Self-Contained Group(s)

Each Musician that forms part of an Established Self-Contained Group shall be engaged for a fee inclusive of doubling and portorage in consideration of which BBCSPL shall acquire the rights set out in Clause 13.1.

The engagement shall consist of:

- a. a session consisting of 4 hours work, in sound and/or vision, spread over a 12 hour period in any 1 day; and

- b. an aggregate of up to 1 hour's performance may take place which may be either transmitted live or recorded simultaneously or discontinuously or for subsequent transmission.

Extensions to engagement:

- a. Sessions longer than 4 hours may be booked in advance on payment for each additional half hour as appropriate. An extension to the session may be pre-booked to allow for a further 1 or 2 hour(s) following a break of 30 minutes.
- b. The session may be extended to provide performance time in excess of 1 hour on payment to each Musician of an additional fee of 10% of the relevant recording Fee for each additional 6 minutes (or part thereof) by which the session is extended.

<b>Established Self-Contained Group(s)</b>	<b>01.04.25 – 31.12.25</b>
Fee for engagement (4 hours with 1 hour performance)	£280.50
Extension to engagement (per 30 minutes)	£34.39
Extension to engagement (after break of 30 mins)	£68.77
Extension to performance time (per 6 minutes or part thereof)	10% of Fee

## 12.9 Miming

A Musician may be required to mime to their own performance, or to the pre-recorded performance of another made under Basic Recording, Combined Use or Four Out of Five Hours.

<b>Miming Fee</b>	<b>01.04.25 – 31.12.25</b>
Recording session (per hour, minimum 4 hours, maximum 10 hours inclusive of 1 hour break)	£32.04
Overtime (30 minutes or part thereof)	£18.99

## 12.10 Rehearsal Calls

<b>Rehearsal Call Fee</b>	<b>01.04.25 – 31.12.25</b>
Rehearsal Call on day of recording (fee per hour, minimum 2 hour call)	£80.17
Rehearsal Call on day separate to recording (fee per hour, minimum 3 hour call)	£80.17
Extension of Rehearsal Call (per 30 mins or part thereof)	£40.09
Overtime (per 15 mins or part thereof, maximum 30 mins)	£36.43

## 12.11 Backing Tracks

In accordance with the General Provisions Clause 25 of this Agreement.

## 12.12 Low Budget

### 12.12.2 Low budget Television

For television series that have a budgeted cost equal to or less than two million pounds sterling (£2,000,000) pro rata per one (1) broadcast hour or less and a minimum of thirty-seven (37) hours of Musicians' engagements are contracted: Musicians may be engaged by BBCSPL under the low budget

hourly rate Performance Fee for a minimum three (3) hour session.

### **12.12.3 Low budget Films**

Subject to BBCSPL confirming the budgeted figure for the applicable film in writing to MU:

a) Film with a budgeted cost equal to or less than £20 million pounds sterling (£20,000,000) and a minimum of thirty-seven (37) hours of Musician(s) engagements contracted: Musician(s) may be engaged by BBCSPL on combined use at the Low Budget rate for a minimum three (3) hour session.

b) Film with a budgeted cost of £5 million pounds sterling (£5,000,000) or less: Musician(s) may be engaged by BBCSPL on combined use at the Low Budget rate for a minimum three (3) hour session.

The provisions contained here shall be applicable provided BBCSPL has supplied to the MU in writing prior to the first proposed musical session a copy of either the budget summary sheet of the film, the registration document or other equivalent proof of budget level signed by a qualified accountant. In cases where BBCSPL owes a duty of confidentiality and nondisclosure to its client, it is agreed that BBCSPL shall provide to MU a letter to confirm the budgeted figure.

## **12.13 Additional Payments and Allowances**

### **12.13.1 Doubling**

A Musician required to provide Performances on more than one instrument shall be entitled to receive an additional fee of twelve percent (12%) of the total BBCSPL Performance Fees for each additional instrument played.

### **12.13.2 Overdubbing**

A Musician required to overdub their own Performance within the same recording session shall be entitled to an additional fee of one hundred and ten percent (110%) of the total BBCSPL Performance Fee due to such Musician for each overdub.

### **12.13.3 Porterage**

The applicable Fee payable to the Musician for porterage shall be subject to the following rates:

<b>Instrument</b>	<b>01.04.25 – 31.12.25</b>
Chimes, drums, marimba, vibraphone, xylophone, electric guitar, double bass	£33.05
Electric accordion, bass saxophone, tuba, cello (there is a cap for two or more instruments at this rate)	£23.36 £33.05 (cap for 2 or more instruments)
Contra bassoon, bass clarinet, glockenspiel, baritone saxophone, tuba, trombone, plus one other brass instrument or mutes, French horn plus one other brass instrument, two saxophones	£15.07
Harp, timpani, organ, electric piano, drum kit, tuba plus mutes, electric guitar plus one other instrument	By negotiation

### **12.13.4 Costume fittings, make up**

Subject to a minimum call of two (2) hours, the applicable Fee shall be payable where a Musician is called to attend separately for costume fittings and/or make-up.

Where a Musician is called to attend immediately prior to a recording session for costume fitting and make



up, the applicable Fee per hour shall be payable.

	01.04.25 – 31.12.25
Costume fitting & make up (separate attendance min 2hrs)	£58.29
Costume fitting & make up (prior to recording) per hour	£29.11

## 12.14 General

### 12.14.1 Breaks, travel, punctuality

a) Musicians shall be entitled to a 5 (five) minute break for each 1 (one) hour (or part thereof) to be taken approximately halfway through a Call, at a time mutually agreed between Musician and BBCSPL

b) Musicians shall be expected to meet the cost of travel between their home and engagements in the city or town where they normally provide services. If Musician(s) are required to travel to a location outside of the area in which they normally provide services, subject to prior agreement with the appropriate BBCSPL representative and provided it has been directly and exclusively incurred in connection with the BBCSPL engagement, the Musician shall be reimbursed the actual cost of travel (based on standard class public transport as per the BBCSPL Expenses Policy or, where not available due to location or session times, by mileage at a rate to be agreed in writing between the parties in accordance with the BBCSPL Expenses Policy) by BBCSPL upon its receipt of valid receipt(s) for the same.

c) Musicians shall be available and ready to commence Performance at the start time for each Call as notified by BBCSPL.

### 12.14.2 Public Holidays and unsocial hours work

Fees payable to a Musician for engagements and overtime on a Public Holiday or during Unsocial Hours (the hours between 00.01 and 07.59) shall be subject to an uplift of one hundred percent (100%) (Uplift), save where Unsocial Hours are worked on a Public Holiday which shall not be subject to the uplift.

### 12.14.3 MU Facilities

BBCSPL shall offer reasonable facilities for the accredited representatives of MU to visit its members in the UK in studios, places of rehearsals and other locations at which they are engaged, notwithstanding acknowledgement by the MU that there are certain sessions (for example, those that are 'closed') that it may not be appropriate for its accredited representatives to be present.

## 13 BBCSPL USES

The following uses are permitted by payment of the relevant Fee(s) in PART 12.

### 13.1 BBCSPL Primary Uses

In consideration of the Basic Recording Fee, Four Out of Five Hours Fee and Short Item Fee, ("**BBCSPL Performance Fee**") BBCSPL shall be entitled to use, exploit or licence others to use the BBCSPL Content in any one of the following mediums and territories (the "Primary Right"):

- a. A single network broadcast in any or all services (ITV1, Channel 4 (including S4C), Channel 5) ("**UK Network Broadcast**"), including 12 months catch up rights and deferred Network Broadcast within 30 days of a Network Broadcast in any services that did not participate in the Network Broadcast, within the United Kingdom and Channel Islands either simultaneous or non-simultaneous;

- b. Unlimited broadcasts in United Kingdom and Channel Islands on all other television including 12 months catch up rights;
- c. Worldwide theatrical exhibition;
- d. Worldwide television excluding the United Kingdom;
- e. Worldwide videogram, DVD including any form of disc or cassette offered for sale or rental to the general public for viewing in the home and/or download to own in perpetuity;
- f. Worldwide communication to the public by being made available on demand paid for or free, by electronic transmission by wire or wireless means including but not limited to internet, wire, fibre, cable, satellite and other telecommunications systems in perpetuity.

BBCSPL shall be entitled to acquire further rights in addition to the Primary Right (“**Further Rights**”) to use the Musician(s) performance as follows:

## 13.2 Further Uses

### 13.2.1 Repeats

In consideration of the percentages of the aggregate BBCSPL Performance Fees (excluding fees for separate rehearsals, use of sound recordings, costume fittings, make up and portage) for repeats on the third party commissioner’s own network/regional channel or regional broadcast area in the UK as set out below, BBCSPL shall be entitled to:

- (a) a further two UK network/nations and regions transmissions (ITV1, Channel 4 including S4C, Channel 5) either simultaneous or non-simultaneous payable at the time of engagement at:

Timing	Percentage
Peak time	Twenty five percent (25%)
Day-time Off-Peak	Twelve and a half percent (12.5%)
Night-time Off-Peak	Six-point two five percent (6.25%)

- (b) one (1) network/nations and regions transmission, or where such uses are not acquired at the time of engagement for each repeat transmission on UK network television, at:

Timing	Percentage
Peak time	Fifteen percent (15%)
Day-time Off-Peak	Seven and a half percent (7.5%)
Night-time Off-Peak	Three-point seven five percent (3.75%)

### 13.2.2 Further Use Fees

In consideration of the percentages of the aggregate BBCSPL Performance Fees (excluding fees for separate rehearsals, use of sound recordings, costume fittings, make up and portage) as set out, below BBCSPL shall be entitled to the following:

- a. Where BBCSPL has acquired Primary Rights other than UK Network transmission per clause 13.1 above, the first UK transmission (including a 12 month catch up period) shall be payable at forty percent (40%) and each subsequent UK transmission (and catch up) at fifteen percent (15%);
- b. Unlimited transmissions on all other UK television, including a 12 month catch up period, at fifteen percent (15%);
- c. Worldwide theatrical exhibition at forty percent (40%);
- d. Worldwide television excluding the UK at twenty five percent (25%);
- e. United Kingdom and EEA Home Video Exploitation in perpetuity at ten percent (10%);
- f. Rest of world Home Video Exploitation in perpetuity at ten percent (10%);

- g. Additional worldwide communication to the public by being made available on demand paid for or free, by electronic transmission by wire or wireless means including but not limited to internet, wire, fibre, satellite and other telecommunications systems at ten percent (10%). In the event that the foregoing additional rights are not acquired at the same time as the applicable Primary Rights and are subsequently requested, the applicable fee to acquire the same shall be fifteen percent (15%).

### 13.3 Combined Use

In consideration of payment of the Fee(s) in Clause 12.3 Musician shall assign to BBCSPL all rights in the performance(s) or otherwise created in the provision of the services and BBCSPL shall be entitled to incorporate the Musician(s)' performance into the BBCSPL Content and shall acquire all the rights and consents to use and exploit or to licence others to use the performance in the BBCSPL Content in all media throughout the world in perpetuity, including all merchandising use where there is in-context use of music only (i.e. synchronised with the original visuals) and on commercial audio recordings. (See also Clause 13.11.)

### 13.4 Multi-Part Light Entertainment

In consideration of payment of the Fee(s) in Clause 12.4 Musician shall assign to BBCSPL all rights in the performance(s) or otherwise created in the provision of the services and BBCSPL shall be entitled to incorporate the Musician(s)' performance into the BBCSPL Content and shall acquire all the rights and consents to use and exploit or licence others to use the performance in the BBCSPL Content in all media and any mode of exploitation (including spin-offs, retrospective clips across the series and use of the recordings for personal appearances related to the named production series) throughout the world in perpetuity, excluding theatrical and commercial audio rights and backing tracks to accompany live performances. (See also Clause 13.11.)

### 13.5 Miming

In consideration of the Fee for Miming, BBCSPL shall be entitled to incorporate the Musician(s)' visual performance into the performance to which the engagement relates which shall constitute a total buyout.

### 13.6 Compilations

In consideration of the Limited Use Compilation Programme Fee payable to each Musician, BBCSPL shall be entitled to incorporate extracts of performances into programmes substantially consisting of extracts celebrating the work of an artist, a group of artists/Musicians or from other works ("**Compilation Programme**") and to use, exploit or licence others to use the extracts in accordance with Clause 13.1.

In consideration of the Combined Use Compilation Programme Fee payable to each Musician, BBCSPL shall be entitled to incorporate extracts into a Compilation Programme and shall acquire all the rights and consents to use and exploit or to licence others to use the compilations in all media and any mode of exploitation throughout the world in perpetuity excluding release as commercial audio recordings.

Compilation Fee	01.04.25 – 31.12.25
Limited Use	£35.37
Combined Use	£54.62

### 13.7 Acquiring Incidental Music and Title Music Subsequently

#### a. Incidental Music

Further rights can also be acquired subsequently by paying the Musician the difference between the Combined Use Fee per hour (including any fees for more than 13 episodes), and the TV Single Series or TV Multi-Series Fee per hour.

The following table provides the uplifts as percentages (based on total fees excluding portorage) and must always be calculated at the current rate:

<b>Musician Hours</b>	<b>TV Additional Single Series (use of the music in one further series)</b>	<b>TV Multi-Series (use of the music in all future series)</b>
2 – 36	30%	50%
37 – 350	15%	25%
351 – 800	15%	25%
801 +	15%	25%
Low Budget	15%	25%

Where TV Additional Single Series Re-use rights have been acquired and subsequently BBCSPL wishes to acquire TV Multi-Series Re-use rights, the original re-use fee is not recoupable against the subsequent re-use payment. Therefore, the subsequent re-use payment must be made in full.

**b. Title Music**

Further rights can also be acquired subsequently by paying the Musician the difference between the total fee for the original Title Music session per hour (including any fees for more than 13 episodes), and the TV Additional Single Series or TV Multi-Series Fee per hour.

The following table provides the uplifts as percentages (based on total fees excluding portorage) and must always be calculated at the current rate.

<b>TV Additional Single Series (use of the music in one further series)</b>	<b>TV Multi-Series (use of the music in all future series)</b>
50%	100%

Where TV Additional Single Series Re-use rights have been acquired and subsequently a producer wishes to acquire TV Multi-Series Re-use rights, the original re-use fee is not recoupable against the subsequent payment. Therefore, the subsequent re-use payment must be made in full.

**13.8 Relay**

In consideration of the applicable Relay Fee(s), BBCSPL shall be entitled to use, exploit or licence others to use the BBCSPL Content as follows:

- a. Combined Use Relay Fee – uses in accordance with Clause 13.2
- b. Limited Use Relay Fee – uses in accordance with Clause 13.1

**13.9 Signature Tune**

In consideration of the applicable Signature Tune Fee(s), BBCSPL shall be entitled to use, exploit or licence others to use the BBCSPL Content as follows:

- a. Signature Tune Combined Use Fee – uses in accordance with Clause 13.2
- b. Signature Tune Limited Use Fee – uses in accordance with Clause 13.1

**Signature Tune Re-Use**

In accordance with PART 7, Clause 11.1 of this Agreement.

**13.10 Additional Uses**

Subject to payment of the Fee(s) in PART 12, the following uses are permitted, without additional payment:

a. **Other Uses**

Unlimited further use of whole or any part of the BBCSPL Content except for repeat broadcasts as specified in Further Rights.

b. **Non-Theatric Uses**

c. **Promotional Uses**

Use by BBCSPL and Third Party commissioners of extracts of recordings of the performance(s) for the purpose of promotion or publicity in any media throughout the world, including but not limited to, in-programme trailers, general campaigns for BBCSPL or the Third party Commissioner and any other services in which BBCSPL or the Third Party Commissioner has an interest, provided however that no such use itself constitutes Commercial Exploitation.

d. **Access Repeats**

Unlimited use in any commissioner services for the purpose of access for blind or deaf people.

e. **Educational Content**

An additional Network Broadcast in any commissioner services.

f. **Extracts**

BBCSPL shall acquire the right to incorporate extracts which incorporate Performances (including those that are mimed) into new BBCPL Content, from any source (other than advertisements) ("**Extract**") in consideration of payment of the applicable "**Extract Fee**" (as set out below).

On payment to the MU of the applicable Extract Fee (which for the avoidance of doubt is a per Extract fee and not a per Musician per Extract fee), BBCSPL shall be entitled to incorporate the Extract(s) into the BBCSPL Content and exploit BBCSPL Content and authorise others to do so throughout the world in perpetuity:

Extract Type	Extract Duration	Extract Fee (per extract)
		<b>01.04.25 – 31.12.25</b>
Compilation programmes	See Clause 13.6	See Clause 13.6
High Content Use	Each extract not exceeding 2 minutes in duration (up to a maximum aggregate of 5 minutes from any single performance). Total duration of extracts not to exceed 6 minutes per 30 minutes of new BBCSPL Content.	£601.62
Religious and Educational programmes	Total duration of extracts not to exceed six (6) minutes per thirty (30) minutes of new BBCSPL Content (up to a maximum aggregate of 2 minutes from any single performance).	£120.86
All other programmes (background & incidental use)	Total duration of extracts not to exceed six (6) minutes per thirty (30) minutes of new BBCSPL Content (up to a maximum aggregate of 2 minutes from any single performance).	£180.65
All other programmes (featured use)	Total duration of extracts not to exceed six (6) minutes per thirty (30) minutes of new BBCSPL Content (up to a maximum aggregate of 2 minutes from any single	£240.32


	performance).	
Film clips	Each extract not exceeding 2 minutes. Extra time (up to a maximum of 4 minutes) shall be subject to a separate negotiation between BBCSPL and MU on case-by-case basis.	£3,613.18

No payments shall be due for any Further Uses of BBCSPL Content containing extracts re-used under this provision.

### 13.11 Further Use


Where a third-party commissioner wishes to, or to have the right to, synchronise the Musician(s) original performance out of its original context (i.e. into a new programme or product unrelated to the original BBCSPL Content), BBCSPL (and where necessary the Third Party Commissioner) shall enter into good faith discussions with the MU regarding such use, or the acquiring of such right to use, the Musician(s) performance(s).

### EXECUTION:

Signed by:  
  
 B4AE3516C7DC4A5.....

SIGNED for or on behalf of  
**The Musicians' Union**

**Print name:** Geoff Ellerby  
 National Organiser  
 Recording &  
 Broadcasting

DocuSigned by:  
  
 7728EF410FEA436.....

SIGNED for or on behalf of  
**BBC Studios Production Limited, a subsidiary of  
 the British Broadcasting Corporation**

**Print name:** Daniel Miller  
 Head of Business and Legal Affairs