
Collective Agreement

between

Musicians' Union

and

Producers' Alliance for Cinema and Television Limited

pact.

**Musicians'
Union**

MMU

Table of Contents

1	Definitions.....	pg 3
2	Extent of Agreement.....	pg 6
3	Terms of Engagement.....	pg 6
	3.1 Basic Recording Engagement.....	pg 6
	3.2 Combined Use.....	pg 6
	3.3 Four out of Five.....	pg 7
	3.4 Multi-part Light Entertainment.....	pg 8
	3.5 Miming.....	pg 9
	3.6 Incidental Music – multi-episodic use.....	pg 10
	3.7 Signature tunes, Opening & Closing Music.....	pg 10
	3.8 Short Items.....	pg 11
	3.9 Relay Fees.....	pg 11
4	Separate Rehearsal Calls.....	pg 13
5	Regional Recording.....	pg 13
6	Listings.....	pg 13
7	Overtime & Breaks.....	pg 14
8	Public Holidays & Travel and Subsistence.....	pg 14
9	Punctuality and Deputisation.....	pg 14
10	Acquisition of Rights.....	pg 14
11	Acquisition of Further Rights.....	pg 17
12	Acquisition of Ancillary Uses.....	pg 19
13	Doubling.....	pg 21
14	Overdubbing.....	pg 22
15	Porterage.....	pg 22
16	Costume fittings and make up.....	pg 22
17	Promotional uses.....	pg 22
18	Payment of Fees.....	pg 23
19	Undertaking.....	pg 23
20	Union Facilities.....	pg 23
21	Data Protection.....	pg 23
22	Confidentiality.....	pg 24
23	Notices.....	pg 24
24	Warranties.....	pg 25
25	Liability.....	pg 25
26	Dispute Procedure.....	pg 25
27	Governing Law and Jurisdiction.....	pg 25
28	Miscellaneous.....	pg 25
	 Annex 1 (Established Self-Contained Groups).....	 pg 27
	Annex 2 (Dubbing commercial audio recordings..... in television programmes)	pg 28
	Annex 3 (Claims for Collecting Societies).....	pg 29
	Annex 4 (Low Budget Films).....	pg 30
	Annex 5 (Fees).....	pg 31
	Annex 6 (Consent Form).....	pg 34

This agreement is entered into on the _____ day of _____ 2020
between

1. Producers' Alliance for Cinema and Television Limited incorporated and registered in England and Wales with company number 02591474 and its registered office at Fitzrovia House, Third Floor, 153-157 Cleveland Street, London W1T 6QW (**Pact**); and
2. Musicians' Union, a trade union on the list maintained by the Certification Officer under section 3 of the Trade Union and Labour Relations (Consolidation) Act 1992, having its principal place of business at 60-62 Clapham Road, London SW9 0JJ (**MU**).

INTRODUCTION

- A. Pact is a trade association representing the interests of independent television and film production companies in the United Kingdom.
- B. MU is a trade union representing the interests of musicians in the United Kingdom. Pact recognises the Union for the purposes of collective bargaining as the sole representative organisation for Musicians.
- C. Pact and MU entered into a collective agreement with an effective date of 1st January 2016 for the engagement of musicians the rates of which expire on 31st December 2019 (the **Prior Agreement**).
- D. Pursuant to clause 2 of the Prior Agreement Pact entered into negotiations with the MU for the terms and conditions contained in the Prior Agreement to be revised (**Renegotiation**).
- E. Pact and MU have completed the Renegotiation and now wish to record the revised terms and conditions in writing.

1. DEFINITIONS

In this Agreement the following words shall have the meanings ascribed to them: -

Act	the Copyright, Designs and Patents Act 1988 as subsequently varied or amended.
Agreement	these terms and conditions, annexes to it, and any Consent Form(s) completed by Producer or contractors approved by the MU.
BPI	the British Recorded Music Industry Limited.
Call	the attendance of a Musician at a studio on a single date, subject only to the breaks specified in the applicable clause of this Agreement. To the extent that there is a break of two (2) hours or more between two (2) sessions on the same day, that would be regarded as two (2) separate calls.
Commencement Date	the date of full execution of this Agreement.
Compilation Programme	a programme substantially made up of extracts celebrating the work of an artist, Musician(s), an established group of artists or a known production series.

Confidential Information	means information (in whatever form) relating to the business or affairs of a party which is disclosed at any time by or on behalf of that disclosing party to the receiving party, or otherwise is in possession of the receiving party, which is identified by any party as confidential or is clearly by its nature confidential.
Consent Form	the document containing a record of the payment due for rights to be acquired under an engagement with a Musician, the form of which is contained at annex 6; an electronic copy of which can be provided upon written request to Pact or MU.
Data Protection Legislation	the General Data Protection Regulation (EU 2016/679) and the Data Protection Act 2018 as the same is subsequently varied or amended.
Day Time Off-Peak	for the purpose of clause 4.2, all calendar days (including Public Holidays) in the United Kingdom between the following times and on the following channels: BBC1, ITV1, Channel 4 including S4C, Channel 5: 09.25 – 15.59 BBC2: 09.25 – 17.59
Doubling	performance on more than one (1) instrument.
Established Self Contained Group(s)	group(s) who have a recognised existence prior to the occasion on which they are engaged and who present their own act, working in the field of pop, rock, jazz, folk and similar music, where the performance is predominantly instrumental.
EEA	those member states comprised in the European Economic Area including Iceland, Liechtenstein and Norway.
Expiry Date	31 st December 2022.
Fees	the minimum fees payable for the engagement of Musicians under this Agreement as contained in annex 5, subject to value added tax.
Film	for the purpose of annex 4, an audio-visual work which will receive a theatrical release to a public paying audience.
Idents	short films used repetitively between television programmes or at the beginning of feature films which identify the channel the viewer is watching or the production company and/or its affiliates responsible for the film.
Musician(s)	musician(s) and vocalist(s) engaged under terms of this Agreement.
Night-time Off-Peak	for the purpose of clause 4.2, between the following times on all calendar days (including Public Holidays) in the United Kingdom on all channels: Monday to Friday inclusive: 22.30 – 09.24 Saturday to Sunday inclusive: 23.00 – 09.24
One Instrument	for the purpose of clause 6, each of the following groupings:

- drums (bass-drum, snare drum, tom-tom, cymbals and the usual small accessories);
- timpani (up to four (4));
- tuned (mallet) instruments (vibraphone, xylophone, marimba, glockenspiel, tubular bells);
- 'Latin American' instruments.

Opening and Closing Music	music recorded for a single film or programme, a series, mini-series, or serial of nine (9) or fewer episodes that is not intended to be a returning series or serial. Opening and Closing Music may be recorded during Incidental Music sessions for the programme or series.
Original Earnings	payments made under Pact's collective agreements with MU and Equity, respectively excluding repeat payments, further use payments, subsequent payments for transmissions in other transmission areas (in the case of Works not originally transmitted in all ITV or BBC regional transmission area) and payments intended to reimburse actual expenditure incurred by an individual including subsistence, travel and portorage payments.
Overdubbing	the following test shall be applied for overdubbing: 'After recording, would the Musician be able to replicate the same performance (say in a live concert) without the requirement of an extra player.'
Producer	existing members of Pact or producers of Pact registered productions engaging Musicians.
Public Holidays	days declared as such by the United Kingdom government in the part of the United Kingdom in which the work takes place.
Signature Tune(s)	Opening Music for factual and entertainment programmes and for returning drama series.
SOLT	Society of London Theatre.
Stings	short pieces of identifying music used repetitively in factual and entertainment programmes and into and out of advertising breaks. Stings may be recorded during Signature Tune sessions.
Term	the period commencing on the Commencement Date and ending on the Expiry Date, unless terminated by either party giving not less than six (6) months' written notice to the other party at the address set out at the head of this Agreement.
United Kingdom	consisting of Great Britain and Northern Ireland.
Unsocial Hours	the hours between 00.01 and 07.59.
Work(s)	single films, television programmes, games, any series of films or programmes and recording of concerts and live shows produced by Producer. Where a Work is transmitted simultaneously on analogue and digital services it shall be treated for the purposes of this Agreement as one (1) transmission.

2. EXTENT OF AGREEMENT

- 2.1 This Agreement contains the terms and conditions for the purpose of engaging Musician(s) for the recording of music in sound only, simultaneously in sound and vision and miming in the production of Work(s) by Producer during the Term.
- 2.2 Musician(s) shall be engaged via contractors approved by MU or Producer using the Consent Form. The Consent Form shall be signed by both parties; with the Musician retaining the original signed Consent Form, Producer keeping one copy for its records and Contractor or Musician ensuring that one copy is sent to the MU.

3. TERMS OF ENGAGEMENT

SESSION TYPE

Subject to the terms and conditions set out in this Agreement, the types of engagement that Musician(s) may be engaged for under this Agreement are as follows: -

3.1 BASIC RECORDING ENGAGEMENT

- a) Minimum recording sessions
Engagements for music recording both in or out of vision shall be for a minimum Call of three (3) hours, for which a minimum basic recording Fee shall be payable.
- b) Extension of recording sessions
Sessions longer than three (hours) in duration may be booked in advance in half hourly increments.
- c) Extension of recording sessions after a break
An extension to the session may be pre-booked to allow for a further one (1) or two (2) hour(s) following a break of thirty (30) minutes.
- d) Overtime
Musician required to work additional time beyond the time of the original Call shall be entitled to a Fee per fifteen (15) minutes (or part thereof) subject to a maximum of thirty (30) minutes.
- e) Recording of music
Producer shall be entitled to record up to twenty (20) minutes of the Musician['s/s'] performance with disregard to cue or track length during a three (3) hour session and a further three (3) minutes for each additional half hour booked.

(referred to as **Basic Recording Engagement**).

3.2 COMBINED USE

This provision may be applied to any single film or programme, and production of two (2) or more episodes where clause 3.6 applies.

The provision shall not be applied as an alternative for Four out of Five Hours, Established Self Contained Groups, Multi-Part Light Entertainment, Short Items, Relay or Listings.

- a) Recording sessions
Musician(s) are to be contracted on an hourly basis in accordance with the scales for engagements set out in clause 3.2 b), below.

Engagements booked on scales 3 and 4 shall be subject to a minimum Call of three (3) hours and engagements booked on scales 1 and 2 shall be for a minimum Call of two (2) hours. The total volume of all hours for engagements for the Work(s) determines the scale to be applied (by way of example, thirty (30) Musicians for two (2) four (4) hour sessions would be calculated as 30 x 2 x 4, or two hundred and forty (240) hours of engagement). Refer to annex 4 of this Agreement for low budget film provisions.

b) Scales

Scale	Number of hours
1	2 to 36
2	37 to 350
3	351 to 800
4	801 or over

c) Recording of music

Amount of music to be based on eight (8) minutes per hour with disregard to cue or track length.

d) Overtime

Additional working time beyond the end of the original Call shall be unlimited, subject to the agreement of the Musician(s) engaged, and payable per fifteen (15) minutes (or part thereof) at the applicable scale in accordance with clause 3.2 b).

e) Rehearsals

- i. A Musician may be called separately to attend for rehearsals only (ie where no recording takes place) for a minimum Call of three (3) hours in consideration of which a Musician shall be paid a rehearsal Fee for each hour.

A Musician may be called separately to attend for rehearsals where a recording takes place on either:-

- scales 1 and 2, for a minimum call of two (2) hours provided that there is not a break of more than one (1) and a half hours between rehearsals and recording, or
- scales 3 and 4 for a minimum call of three (3) hours,

in consideration of which a Musician shall be paid a rehearsal Fee for each hour.

ii. Extension of rehearsals

Calls of longer than three (3) hours may be booked in advance on payment of an additional fee for each additional hour as appropriate.

(referred to as **Combined Use**).

3.3 FOUR OUT OF FIVE HOURS

The performance may be transmitted live and/or simultaneously recorded or recorded for subsequent transmission.

a) Recording sessions

Musician(s) may be engaged to give a performance in or out of vision which shall not exceed one (1) hour, unless extended in accordance with clause 3.3 b). The

session shall not exceed four (4) hours, which may be spread over five (5) hours to permit an interval of one (1) hour between rehearsal and performance.

b) Extension of recording sessions

A recording session may be extended to provide performance time in excess of one (1) hour in consideration of a Fee for each additional six (6) minutes (or part thereof) by which the session is extended.

c) Additional rehearsal

Musician(s) may be engaged for additional rehearsal time immediately preceding the rehearsal included in the session, in consideration of a Fee per thirty (30) minutes (or part thereof). Any payment made under this clause 3.3 (c) shall not be taken into account when making calculations under clause 11.1 (i). and/or clause 11.1(ii).

d) 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:

- i. the total length of the selected items does not exceed twenty percent. (20%) of the scheduled transmission time of the programme in which they are to be used; and
- ii. the total period of time for transmission and the recording of selected items does not exceed sixty (60) minutes, save as provided for under clause 3.3(b).

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).

e) 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 3.3, save that if a decision is taken within the first ten (10) minutes after the end of the performance that no retake is necessary (**Initial Retake Period**) then no payment shall be due to the Musician for the Initial Retake Period.

(referred to as **Four out of Five Hours**).

3.4 MULTI-PART LIGHT ENTERTAINMENT

3.4.1 EIGHT (8) HOUR PROGRAMME SESSION (six and a half hours (6½) hours out of eight (8))

The performance may be transmitted live and/or as a multi-part, each part continuous, entertainment programme (for example a main show, followed by one (1) results or follow up show pertaining to it to be shown on the same day or consecutive days).

a) Recording session

Musicians may be engaged for a session not exceeding six (6) and a half hours, which may be spread over eight (8) hours, to rehearse and give a performance (performing and taking part in transmission/recording), in or out of vision, which shall not exceed two (2) hours in duration.

- b) Extension of recording sessions
Sessions longer than eight (8) hours may be booked in advance in consideration of an additional Fee per hour (or part thereof).
- c) Additional performance time
Musicians may be engaged for additional performance time in consideration of an additional Fee per six (6) minutes (or part thereof).
- d) Breaks
The Musician shall be entitled to the following breaks:
 - i. one (1) hour immediately prior to the main transmission/recording of the programme;
 - ii. thirty (30) minutes immediately prior to the results or follow up show; and
 - iii. five (5) minutes per hour as the production schedule allows.

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

- e) Overtime
A Musician required to work beyond the original Call period shall be entitled to a Fee per six (6) minutes (or part thereof) of recording/rehearsing.

3.4.2 FOUR (4) HOUR SESSION

- a) Recording session
Engagements for music recording both in and out of vision shall be for a minimum Call of four (4) hours.
- b) Extension of recording session
Sessions longer than four (4) hours may be booked in advance in consideration of a Fee per thirty (30) minutes as appropriate.
- c) Recording of music
Musicians may be engaged to record up to twenty-five (25) minutes of their performance during a four (4) hour session, and a further three (3) minutes for each additional thirty (30) minutes booked.
- d) Overtime
Subject to agreement with the Musician(s), overtime at the session shall be capped at thirty (30) minutes.

(clause 3.4 referred to as **Multi-Part Light Entertainment**).

3.5 MIMING

A Musician may be required to mime to his/her own performance, or to the pre-recorded performance of another made under Basic Sound Recording, Combined Use or Four out of Five Hours.

Where miming is to a backing track made under the MU/BPI Agreement the terms of Clause 10 (Four out of Five Hours Sessions) shall apply.

Clause 12.4 of this Agreement shall apply where

- a Musician is required to mime to either a commercial audio recording or
 - a backing track under the terms of MU's agreement with the BPI.
- a) Recording sessions
Musicians engaged for miming shall be subject to a minimum Call of four (4) hours and a maximum Call of ten (10) hours, inclusive of a one (1) hour meal break. The aforesaid meal break shall not be paid if all personnel including the Musician(s) engaged on the Work receive the same break simultaneously. Conversely, if the engagement for the Work is based on a continuous shoot day and personnel including the Musician(s) engaged on it receive the break on an ad hoc basis the meal break shall be paid).
- b) Overtime
Subject to agreement with the Musician, a Musician required to work beyond the end of the original Call period shall be entitled to a Fee per thirty (30) minutes (or part thereof).

(referred to as **Miming**).

3.6 INCIDENTAL MUSIC – MULTI-EPISODIC USE

Incidental music recorded at a Basic Recording Engagement session that is used in more than one (1) episode of a series or serial shall be subject to an additional payment per Musician of ten percent. (10%) of total fees (excluding portorage) for each additional episode in which it is used (**Incidental Music**).

Where a Producer applies clause 3.2 Combined Use, it can record up to a maximum of twelve (12) episodes at any number of sessions, provided that the duration of recorded music (pursuant to clause 3.2 (c)) ie 8 minutes per hour is adhered to for each session and that these recordings across multi episodes are paid at Scale 1, with disregard to number of musicians engaged.

As an alternative where Incidental Music for a series, mini-series or serial is recorded in a session per single film or episode basis, the total number of hours that a Musician is engaged for may be aggregated and Producer shall be entitled to apply clause 3.2 of this Agreement.

3.7 SIGNATURE TUNES, IDENTIS, OPENING AND CLOSING MUSIC AND STINGS

a) Recording sessions

Opening and closing music is music recorded for a single film or programme, a series, mini-series or serial of nine or fewer episodes that is not intended to be a returning series or serial. Opening and closing music may be recorded during the incidental music sessions for the programme or series.

Producer may engage a Musician for a three (3) hour session to record Signature Tunes, Idents, Stings and Opening and Closing music in consideration of :

- i. *13 Episode Signature Tune Fee*, whereupon Producer shall have the right to incorporate the music into 13 episodes of the named series and

acquire the rights set out in clause 10.1.5. Further rights can be acquired in accordance with the Repeat Fees and/or Further Use Fees or a Royalty in accordance with clause 11;

- ii. *13 Episode Combined Use Fee*, whereupon Producer shall have the right to incorporate the music into 13 episodes of the named series and acquire the rights set out in clause 10.1.5.2;
- iii. *2 Year Signature Tune Fee*, whereupon Producer shall have the right to incorporate the music into unlimited episodes of the named series and acquire the rights set out in clause 10.1.5.3;
- iv. *5 Year Signature Tune Fee*, whereupon Producer shall have the right to incorporate the music into unlimited episodes of the named series and acquire the rights set out in clause 10.1.5.3.

b) Extension of recording sessions

Signature Tune and/or Sting recording sessions may be extended to enable the recording of the Signature Tune and/or Sting(s) to be completed in consideration of an additional fee at ten percent. (10%) of the relevant session Fee for each additional six (6) minutes (or part thereof) by which the session is extended.

c) Commercial audio recordings as Signature Tunes

Where a commercial audio recording is used as a Signature Tune or Opening and Closing Music for four (4) or more episodes, any Musician(s) whose performances are incorporated into the recording shall be re-contracted for the Signature Tune as if it were a new recording. When the use is for less than four (4) episodes, annex 2 of this Agreement shall apply.

(referred to as **STOMS Recordings**).

3.8 SHORT ITEMS FOR INCLUSION IN SPECIAL PROGRAMMES

Musician(s) may be engaged to rehearse and/or perform, in or out of the studio, for the recording (continuously or discontinuously) in sound or in sound and vision, items from a Work rehearsed and produced by another entity for inclusion in a magazine, news, documentary, educational, religious, critical programme or a programme of a similar nature (**Short Items**).

Producer may engage a Musician for (i) a session not exceeding two (2) hours to record Short Items up to ten (10) minutes in aggregate or (ii) a session not exceeding one (1) hour to record Short Items up to five (5) minutes in aggregate. The latter engagement for Short Items can only be used when the Musician is already attending a paid performance or rehearsal.

3.9 RELAY

Musician(s) may be engaged for the audio-visual recording of public performances for the live or deferred transmission of a performance in or out of vision (**Relay**). The provisions in this Agreement for Doubling, Unsocial Hours, portage, travelling payments and any differentials based on seat/section etc. are not applicable to Relay and subject to the terms of the live concert engagement.

a) **COMBINED USE RELAY FEE**

In consideration of the Combined Use Relay Fee Producer shall be entitled to incorporate the Musicians performance into a film or programme and shall acquire the right to use or to licence others to use the film or programme in all media throughout the world in perpetuity, excluding commercial audio recordings (**Combined Use Relay Fee**). The Combined Use Relay Fee is inclusive of payment for video uses and encompasses the parties to this Agreement's present assessment of equitable remuneration in respect of the rental and lending right.

The Combined Use Relay Fee only allows for exploitation of the music synchronised into the Work(s) for which the Musician was originally engaged.

b) **LIMITED USE RELAY FEE – minimum 2 hour payment**

Refer to clauses 10 and 11 for acquisition of Primary Rights and Further Rights.

c) **PATCHING**

Patching may take place either:

- i. at performance, a scheduled three (3) hour rehearsal (or repeat performance);
- ii. separate Call, a session called specifically for the purpose of patching;
- iii. post-performance, with time booked paid at performance and filming/recording rates.

d) **Overtime commences after the end of the scheduled Call time, subject to a cap of thirty (30) minutes.**

e) **Recordings made for technical, scratch or reference**

No additional payment shall be made to Musicians for recordings made in advance of the recording of a public performance for technical, scratch or reference purposes provided that:

- i. advance notice is given of the purpose of the recording session;
- ii. no material recorded during the session is incorporated into the transmitted programme; and
- iii. the recorded material is destroyed within thirty (30) days of the first transmission.

In the event that material is recorded under clause 3.9 (c) or 3.9 (e) and incorporated in to the final recording, the 'at performance' patching Fee shall be payable.

f) **Call periods and breaks shall mirror that for rehearsal/public performance.**

g) **PROMOTIONAL USES**

Should Producer wish to record a performance or rehearsal solely for the purpose of promotional use, the terms of clause 3.8 shall apply.

4. SEPARATE REHEARSAL CALLS

- a) Minimum call time
 - i. Where no recording takes place on the day of a rehearsal, the minimum Call shall be three (3) hours in consideration of which the Musician shall be paid for each hour.
 - ii. Where recording takes place on the day of a rehearsal, the minimum Call shall be two (2) hours provided that the break between rehearsal and recording is not more than one and a half (1 ½) hours. If the break between rehearsal and recording is in excess of one and a half (1 ½) hours, the minimum Call time shall be three (3) hours.
- b) Extension of rehearsal calls
Rehearsal calls longer than three (3) hours in duration may be booked in advance in consideration of a Fee for each additional thirty (30) minutes (or part thereof).
- c) Overtime
Subject to agreement with the Musician, a Musician required to work beyond the original Call period shall be entitled to a Fee per fifteen (15) minutes (or part thereof) of rehearsing capped at thirty (30) minutes.

(referred to as **Separate Rehearsals**).

5. REGIONAL RECORDING

When a transmission is not broadcast across one hundred percent. (100%) of the national television household, payment at seventy five percent. (75%) of the applicable Fee for Basic Sound Recording and Four out of Five Hours shall be applicable (**Regional Recording**). The applicable Fee for the acquisition of Further Rights under clause 11.1(ii) (b) to (g) inclusive shall be calculated on the Fee for Basic Sound Recording at the time of further use.

6. LISTINGS

Musician(s) may be engaged to record items of not more than two (2) minutes either:-

- a) specifically, in named programmes pursuant to the terms of MU's News Access Code of Practice with no fees payable;
- b) as promotional non simultaneous inserts, specifically for transmission in national or regional listings programmes from productions rehearsed and produced by other organisations provided that the total period of recording is not more than one (1) hour in duration

(referred to as **Listings**).

For items in excess of two (2) minutes Musician(s) shall be engaged in accordance with clause 3.8 (Short Items).

7. (a) OVERTIME
Save as set out in clauses 3.4.1 (e), 3.4.2 (d) and 3.5 (b), and Short Items for which overtime is not permissible, a Musician required to work additional time beyond the time of the original Call shall be entitled to an overtime Fee per fifteen (15) minutes (or part thereof) subject to a maximum of thirty (30) minutes.
- In the event of a break between two consecutive sessions containing the same Musician(s), unpaid overtime up to a maximum of five (5) minutes is allowed on the first session in return for the second session starting the same number of minutes late but finishing at the initially scheduled time and, in consequence, the one (1) hour break is preserved.
- (b) BREAKS
Save as set out in clause 3.4.1 d), Musician(s) shall be entitled to a break of five (5) minutes for each one (1) hour (or part thereof) to be taken approximately half way through the Call.
8. (a) PUBLIC HOLIDAYS AND UNSOCIAL HOURS WORK
Fees payable to a Musician for rehearsal, recording and overtime on a Public Holiday or during Unsocial Hours 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.
- (b) TRAVEL AND SUBSISTENCE
Musician(s) 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, the Musician shall be reimbursed the actual cost of travel (based on standard public transport or, where not available due to location or session times, by mileage at a rate to be agreed in writing between the parties) by Producer upon its receipt of valid receipt(s) for the same.
9. (a) PUNCTUALITY
Musician(s) shall be available and ready to commence their performance at the starting time for each Call period as notified.
- (b) DEPUTISATION
By express prior written agreement with Producer (or its authorised representative) a Musician may invite another Musician to deputise for them in carrying out an engagement.
10. ACQUISITION OF RIGHTS
- 10.1 ACQUISITION OF PRIMARY RIGHTS
- 10.1.1 In consideration of the applicable Fee for the session type under clause 3.2 (save for Combined Use, Multi-Part Light Entertainment, Miming, STOMS Recordings, Listings, Combined Use Relay as detailed in clauses 10.1.2 to 10.1.7 and Extracts as set out in clause 12.1.5, Producer shall be entitled to incorporate the Musician(s) performance into the Work(s) to which the engagement relates and to use, exploit or licence others to use the Work(s) for non-theatrical use worldwide and in any one of the following mediums and territories:-

- i. one (1) network television transmission (BBC1, BBC2, ITV1, Channel 4 (including S4C), Channel 5), including thirty (30) day catch up rights, within the United Kingdom and Channel Islands either simultaneous or non-simultaneous;
- ii. unlimited transmissions on United Kingdom all other television including thirty (30) day catch up rights;
- iii. worldwide theatrical exhibition;
- iv. worldwide television excluding the United Kingdom;
- v. 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 download to own in perpetuity;
- vi. 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.

10.1.2 In consideration of the Fee for Combined Use, Producer shall be entitled to incorporate the Musician(s) performance into the Work(s) and shall acquire all the rights and consents to use and exploit or to licence others to use the performance in the Work(s) in all media and any mode of exploitation throughout the world in perpetuity and to release the music on commercial audio recordings. The Fee for Combined Use is inclusive of payment for video uses, merchandising uses (provided the use is in context only) and encompasses the parties to this Agreement's present assessment of equitable remuneration in respect of the rental and lending right. The Combined Use provision only allows for exploitation of the music synchronised into the production for which the Musician(s) was/were originally engaged. Any use of the sound recording other than as provided for in this clause 10.1.2 (including use in a music video to promote a commercial audio recording) shall be subject to separate negotiation with MU.

10.1.3 In consideration of the Fee for Multi-Part Light Entertainment, Producer shall be entitled to incorporate the Musician(s) performance into the Work(s) and shall acquire all the rights and consents to use and exploit or licence others to use the performance in the Work(s) 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.

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

10.1.5 STOMS

10.1.5.1 In consideration of the 13 Episode Signature Tune Fee, Producer shall be entitled to incorporate the Musician(s) performance into thirteen (13) episodes of the named series

and to use, exploit or licence others to use the STOMS Recordings for non-theatrical use worldwide and in any one of the following mediums and territories: -

- i. one (1) network television transmission (BBC1, BBC2, ITV1, Channel 4 (including S4C), Channel 5), including thirty (30) day catch up rights, within the United Kingdom and Channel Islands either simultaneous or non-simultaneous;
- ii. unlimited transmissions on all other television, including thirty (30) day catch up rights, in the United Kingdom;
- iii. worldwide theatrical exhibition;
- iv. worldwide television excluding the United Kingdom;
- v. 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 download to own in perpetuity;
- vi. 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.

10.1.5.2 In consideration of the 13 Episode Combined Use Fee, Producer shall be entitled to:

- i. incorporate the Musician(s) performance into thirteen (13) episodes of the named series;
- ii. use, exploit or licence others to use the STOMS Recordings in any or all of the relevant episodes in all media throughout the world in perpetuity; and
- iii. release the STOMS Recordings on commercial audio recordings.

10.1.5.3 In consideration of the 2 Year or 5 Year Signature Tune Fee, respectively Producer shall be entitled to:

- i. incorporate the Musician(s) performance into unlimited episodes of the named series for a period commencing from the date of the first transmission until the date that falls (a) two (2) years subsequently for the 2 Year Signature Tune Fee and (b) five (5) years subsequently for the 5 Year Signature Tune Fee;
- ii. use, exploit or licence others to use the STOMS Recordings in any or all of the relevant episodes in all media throughout the world in perpetuity; and
- iii. release the STOMS Recordings on commercial audio recordings.

- 10.1.6 In consideration of the Fee for Combined Use Relay which encompasses the parties to this Agreement's present assessment of equitable remuneration in respect of the rental and lending right, Producer shall be entitled to incorporate the Musician(s) performance in the Work(s) and shall acquire the right to use, or to licence others to use, the performance in the Work(s) in all media throughout the world in perpetuity excluding commercial audio recordings. Any further use of the sound recording shall be subject to separate negotiation with MU.
- 10.1.7 In consideration of the applicable Fee for Listings, Producer shall be entitled to incorporate the Musician(s) performance in the Work(s) and shall acquire the right to use, or to licence others to use, the performance in the Work(s) in all media throughout the world in perpetuity excluding commercial audio recordings.
- 10.1.8 In cases where Musicians are engaged on a network basis for school and adult education productions, (whether the production is for regional or network transmission) that are to be transmitted as part of the United Kingdom network broadcasters' education service, in consideration of the Musician(s) applicable session Fee(s) Producer shall be entitled to non-theatrical rights worldwide and two (2) United Kingdom network television transmissions. In the event that a teacher's preview of the Work(s) is required (which shall not be counted as the first United Kingdom showing of such Work(s)), the Musician shall be entitled to twenty five percent. (25%) of the applicable Fee for one (1) transmission in Day Time Off-Peak, twelve and a half percent. (12½%) in Night-time Off-Peak and fifty percent. (50%) in peak time hours.

(clauses 10.1.1 to 10.1.7 inclusive shall be collectively referred to as the **Primary Rights**).

11. ACQUISITION OF FURTHER RIGHTS

- 11.1 In addition to the Primary Rights, Producer shall be entitled to acquire further rights to use the Musician(s) performance in accordance with either clause 11.1(i) and/or clause 11.1(ii), or clause 11.1(iii), below: -

i. REPEATS

In consideration of the percentages of the aggregate session Fees (excluding Fees for Separate Rehearsals, use of sound recordings, costume fittings, make up and portage) for repeats on the commissioning broadcaster's own network/regional channel or regional broadcast area in the United Kingdom as set out below, Producer shall be entitled to:

- a) a further two United Kingdom network/nations and regions transmissions (BBC1, BBC2, 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. (12½%)
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 United Kingdom 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 seventy five percent. (3.75%)

ii. FURTHER USE FEES

In consideration of the percentages of the aggregate session Fees (excluding Fees for Separate Rehearsals, use of sound recordings, costume fittings, make up and portorage) as set out, below Producer shall be entitled to the following which encompasses the parties to this Agreement's present assessment of equitable remuneration in respect of the rental and lending right:

- a) (where Producer has acquired Primary Rights under clause 10.1.1 except for 10.1.1(i)), the first United Kingdom transmission at forty percent. (40%) and each subsequent United Kingdom transmission (and thirty (30) day catch up period) at fifteen percent. (15%);
- b) unlimited transmissions on all other television, including thirty (30) day catch up rights, in the United Kingdom; at fifteen percent. (15%);
- c) worldwide theatrical exhibition at forty percent. (40%);
- d) worldwide television excluding the United Kingdom at twenty five percent. (25%);
- e) United Kingdom and EEA videogram, DVD, DTO in perpetuity at ten percent. (10%);
- f) rest of the world (excluding the United Kingdom and EEA) videogram, DVD, DTO 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%).

iii. MULTIMEDIA ROYALTY

In consideration of the applicable royalty calculation set out below, Producer shall be entitled to use, or permit the use of a recording of the Musicians performance in the Work(s) for which the Musician was originally engaged in all or any media which encompasses the parties to this Agreement's present assessment of equitable remuneration in respect of the rental and lending right:

- a) four percent. (4%) of gross receipts from programme sales divided between the Musician's in proportion to their original session Fees;

- b) for Work(s) involving only Musicians (and not talent registered as members of Equity (**Equity Artists**)) where the programmes consist of at least forty percent. (40%) of featured music, the royalty shall be calculated on seventeen percent. (17%) of gross receipts divided between Musicians in proportion to their original session Fees;
- c) for Work(s) where the total number of Musicians earnings exceeds those of Equity Artists, a royalty calculated on twenty one percent. (21%) of gross receipts shall be divided between the Musicians and Equity Artists in proportion to their Original Earnings,

(clause 11.1(iii) (a) to (c) collectively referred to as the **Royalty**).

11.2 Royalty payments to Musicians should be made no later than twenty eight (28) days after the biannual accounting periods (January to June and July to December, respectively in each year) in which the relevant sales receipt was received, save where the payment shown to be due to the Musician is less than five pounds sterling (£5.00) in which case the amount shall be carried forward to the following accounting period. Producer acknowledges that it is responsible for ensuring that any Royalty payments shown to be due on the relevant sales receipt is made (either itself or via an appointed agent). In cases where Producer assigns the copyright in the Work(s) to a third party it shall ensure that language to the effect of this clause 11.2, including those that it may subcontract with, is incorporated to the agreement that it enters into.

11.3 For Incidental Music and Short Items, as an alternative to either clause 11.1(i) and/or clause 11.1 (ii), or clause 11.1(iii), Producer shall be entitled to acquire all rights in all media throughout the world (excluding commercial audio recordings) in consideration of an additional payment of sixty five percent. (65%) of the applicable total Fee.

(clauses 11.1 to 11.3 inclusive shall be collectively referred to as the **Further Rights**).

12. ACQUISITION OF ANCILLARY USES

12.1 EXTRACTS FROM EXISTING AUDIO-VISUAL MATERIAL

12.1.1 Producer may use extracts which incorporate Musician(s) performances (including Musician(s) performances that are mimed) into Works, taken from any source other than advertisements in accordance with the provisions of clauses 12.1.2 to 12.1.5 (**Extract(s)**).

12.1.2 ILLUSTRATIVE USE

Each Extract must not exceed two (2) minutes in duration, in the aggregate from a single source programme, and the total duration of Extracts used in the programme must not exceed six (6) minutes per thirty (30) minute programme slot (e.g. for a sixty (60) minute programme, twelve (12) minutes of Extracts).

12.1.3 HIGH CONTENT USE

Each Extract must not exceed two (2) minutes in duration, with a maximum of one (1) Extract in five (5) having a duration of up to five (5) minutes, in the aggregate from a single source programme, and the total duration of Extracts used in the programme must not exceed six (6) minutes per thirty (30) minute programme slot.

12.1.4 In consideration of the Fee for Extract(s) (which for the avoidance of doubt is a per Extract fee and not a per Musician per Extract fee), calculated according to the usage set out below, Producer shall be entitled to incorporate the Extract(s) into the programme and use the programme throughout the world in perpetuity:-

i. religious and educational programmes, where the Extract is background/incidental to the action or the Extract is featured and the focus of the action;

ii. any other programmes:

a. where the Extract is background/incidental to the action;

b. where the Extract is featured and appears in full screen.

12.1.5 During the Term Producer shall be entitled to use extracts up to two (2) minutes in duration from Feature Film(s) in consideration of a fixed rate per clip (which for the avoidance of doubt is a per clip fee and not a per Musician per clip fee). Extra time (up to a maximum of 4 minutes) shall be subject to separate commercial negotiation between Producer and MU on a case by case basis.

12.2 COMPILATIONS

12.2.1 In consideration of the Limited Use Compilation Programme Fee payable to each Musician, Producer shall be entitled to incorporate compilations into a Compilation Programme and to use, exploit or licence others to use the Work(s) for non-theatrical use worldwide and one of the mediums and territories set out in clause 10.1.1 and Further Rights in accordance with clause 11.

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

12.3 COMMERCIAL AUDIO RECORDINGS

12.3.1 For the dubbing of commercial audio recordings into television programmes refer to annex 2.

12.3.2 For the release of music on a commercial audio recording, subject to there being no contractual prohibitions in a Musician(s) engagement and the consent of MU, Musician shall be entitled to an additional fee (payable in accordance with the appropriate three (3) hour MU BPI session fee) for every twenty (20) minutes (or part thereof) of recorded music incorporated in the commercial audio recording.

12.3.3 Where Producer wishes to acquire commercial audio rights at the time of the session (save where the Musician(s) have received payment of a fee for Combined Use where there shall be no additional payments due for the release on commercial audio recordings), the following percentage of the

applicable agreement between MU and BPI three (3) hour session fee shall be payable:

Number of players at session	Percentage of BPI fee
1 to 10	One hundred percent. (100%)
11 to 20	Ninety percent. (90%)
21 to 29	Eighty four percent. (84%)
30 to 49	Seventy seven percent. (77%)
50 plus	Seventy percent. (70%)

12.4 BACKING TRACKS

- 12.4.1 No payment shall be due from Producer where the rights to backing track usage in television programmes have been acquired under the MU's agreement with BPI or SOLT, respectively. Recordings made under the terms of MU's agreement with BPI (operative from 1st June 2011) will automatically be cleared for backing track use and substitution for use by the original artist.
- 12.4.2 For recordings made under prior agreements, Producer should contact MU which holds a comprehensive record of which tracks have been cleared. Under such prior agreements, no performer shall mime to the performance of another Musician save where substitution consent has been given by the Musician on the track.
- 12.4.3 Where usage has not been acquired pursuant to clause 12.4.1, Musician shall be entitled to payment of the applicable Fee for Basic Recording or Combined Use. Where Producer is unable to provide individual payment to each Musician, fees shall be paid via MU which shall be entitled to charge an administration fee.

12.5 USE OF SOUND RECORDINGS

- 12.5.1 Sound recordings of music recorded under the terms of this Agreement may be used for rehearsal and any other purposes involved in the preparation or production of the Work(s) subject to payment of the applicable Fee to each Musician (**Sound Recordings**), save as otherwise set out in clause 12.5.2.
- 12.5.2 The Fee for Sound Recordings shall not apply where:
- i. the Musician(s) or their approved substitutes are also engaged on the production in the studio or on location when the recording is used; or
 - ii. the Combined Use or Multi-Part Light Entertainment provisions have been used.

13. DOUBLING

A Musician required to perform on more than One Instrument shall be entitled to receive an additional fee of twelve percent. (12%) of the total Fees (excluding Fees for portage) for each additional instrument played by the said Musician.

14. OVERDUBBING

Fees payable to a Musician required to overdub their own performance within the same session shall be subject to an uplift of one hundred and ten percent. (110%) for that session (excluding portorage) for each overdub (**Overdub**).

15. PORTERAGE

15.1 The applicable Fee payable to the Musician for portorage shall be subject to the following categories and the provisions of clause 15.3 shall not apply:

Instrument	Relevant category for Fee
Chimes, drums, marimba, vibraphone, xylophone, electric guitar, double bass	A
Electric accordion, bass saxophone, tuba, cello (with a limit of two (2) or more instruments)	B
Contra bassoon, bass clarinet, glockenspiel, baritone saxophone, tuba, trombone, plus one (1) other brass instrument or mutes, French horn plus one (1) other brass instrument, two saxophones)	C
Harp, timpani, organ, electric piano, drum kit, tuba plus mute(s), electric guitar plus one (1) other instrument	D

15.2 For engagements necessitating a round trip of fifty (50) miles or more, the Fee payable to the Musician for portorage shall be subject to individual negotiation.

15.3 In the event that Producer requires a Musician to hire an instrument or instrument(s) for the purpose of an engagement, the hire charge (and any other material terms including portorage) shall be agreed in advance between Producer (or its authorised representative) and Musician.

16. COSTUME FITTINGS AND MAKE UP

16.1 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.

16.2 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.

17. PROMOTIONAL USES

17.1 Music recorded in sound and/or vision at a session contracted under this Agreement may be used by Producer, and/or its affiliates, in the promotion of the production for which it was originally recorded, without further payment to the Musicians. Any further use is subject to agreement of MU.

17.2

17.2.1 Where Producer intends to film during the course of a session (whether or not in synchronisation with music) for promotional uses, Producer will advise the approved contractor (**Fixer**) (if any) or the Musician(s) in advance of such filming.

17.2.2 A maximum of ten (10) minutes of visual material may be used for promotional uses. If Producer wishes to use more than ten (10) minutes, visual material a request for additional minutage may be put to MU who will consider it in good faith.

17.3 Filming for promotional uses shall normally take place at one (1) session only per Work. If Producer wishes to film at more than one (1) session, a request for additional filming may be put to MU for which consent shall not be unreasonably withheld.

18. PAYMENT OF FEES

18.1 Unless otherwise agreed in advance between MU and Producer, payment of Fees due to Musician(s) shall be made via bank transfer to the Musician(s) engaged following Producer's receipt of a valid invoice.

18.2 If agreed in advance with MU, Fixer may pay the Fees (less any overtime and/or Doubling arising on the final day) due to Musician(s) at their final session. Any Fees for overtime and/or Doubling arising on the final day due to the Musician(s) shall be payable within twenty-one (21) days of the final session.

18.3 Where Producer has engaged a Fixer or contractor to engage and contract with Musician(s) for the Work(s) on its behalf, and payment of Fees due to Musician(s) are made in advance by Producer to Fixer, Musician(s) shall look solely to the Fixer for payment of the Fees due.

19. UNDERTAKING

Each Musician undertakes to carry out all reasonable instructions given by Producer or its authorised representatives.

20. UNION FACILITIES

20.1 Subject to clause 20.2, Producer shall offer reasonable facilities for the accredited representatives of MU to visit its members in the United Kingdom in studios, places of rehearsal and other locations at which they are engaged (**Union Facilities**).

20.2 MU acknowledge that there are certain sessions (for example, those that are closed) at which its members are engaged that it may not be appropriate for its accredited representatives to be present at and in those instances, Producer shall be entitled not to offer Union Facilities to MU.

21. DATA PROTECTION

21.1 The terms processing, personal data, controller, data subject, processor, personal data breach and supervisory authority shall bear the same meanings as set out in the Data Protection Legislation.

21.2 The parties acknowledge and agree that where MU receives personal data pursuant to this Agreement MU shall retain and use that personal data for its own purposes and shall be a controller in its own right of such personal data. Producer shall remain the controller of such personal data while it is in the control of Producer. For the avoidance of doubt the parties are not joint data controllers as

each party shall determine the purposes and means of its own processing of the personal data in its control.

- 21.3 MU shall comply with all Data Protection Legislation applicable to controllers and process all Producer's personal data in accordance with MU's privacy policy.
- 21.4 Each of MU and Producer warrant that it shall comply with Data Protection Legislation, including in relation to transfers of personal data to third countries.
- 21.5 MU warrants and represents on behalf of itself and its employees that it shall:
 - a) promptly notify Producer of a personal data breach and provide reasonable assistance to and cooperate with Producer or return such personal data to Producer, at Producer's discretion;
 - b) process personal data securely at all times;
 - c) ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

22. CONFIDENTIALITY

Save for the purpose of this Agreement, no party shall use or make available to any third party at any time during or after the Term of this Agreement any Confidential Information of the other party except that nothing shall prevent a party disclosing Confidential Information to the extent that it:

- a) is or later comes into the public domain otherwise than as a direct or indirect result of disclosure by the party receiving the Confidential Information or a party engaged by that party, contrary to their respective obligations of confidentiality;
- b) is required to be disclosed by law, order of court, the requirements of any regulatory authority or taxation authority or the rules of any stock exchange;
- c) is disclosed with the prior written consent of the other party;
- d) is or becomes available to the other party from third parties or is already known by the other party;
- e) is disclosed to its employees, professional advisors, Fixers, agents and subcontractors solely on a need to know basis.

23. NOTICES

Any notice required to be given pursuant to this Agreement shall be in writing and sent either:

- i. by hand;
- ii. by pre-paid recorded delivery, registered post or prepaid first-class post; or
- iii. by email,

and any such notice shall be deemed to have been received by the addressee at the time of delivery or in the case of prepaid first-class post, two (2) business days in the United Kingdom after posting.

24. WARRANTIES

Each party warrants to the other that it has full power and authority to enter into this Agreement on behalf of its respective membership.

25. LIABILITY

No party shall be liable for any inconsequential or indirect losses, loss of profits, revenues or business, anticipated savings, loss of goodwill or reputation whether or not in the contemplation of the parties at the time of entering into this Agreement.

26. DISPUTE PROCEDURE

26.1 In the event of a dispute arising from the operation of this Agreement, the following procedure shall apply:-

- a) a meeting between the appropriate representatives of Producer and MU shall be convened (**Initial Meeting**);
- b) in the event that Producer and MU fail to reach agreement at the Initial Meeting, a further meeting comprising senior representatives of Producer and MU shall be convened to seek resolution of the dispute (**Second Meeting**);
- c) if the parties fail to reach agreement at the Second Meeting, a meeting between the appropriate representatives of Pact and MU shall be convened (**Pact x MU Meeting**);
- d) in the event that Pact and MU fail to reach agreement at the Pact x MU Meeting, the parties shall consider referring the matter to arbitration.

26.2 It is acknowledged that the procedure set out in clause 27.1 does not constitute a contractual obligation for the parties covered by this Agreement to follow and is included to help regulate and settle any disputes that may arise with the intention of maintaining good relations between the parties.

27. GOVERNING LAW AND JURISDICTION

27.1 This Agreement shall be governed in accordance with the laws of England and Wales.

27.2 It is agreed that the courts of England have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

28. MISCELLANEOUS

28.1 Nothing in this Agreement shall be deemed to constitute a partnership between the parties nor constitute any party the agent of the other for any purpose.

- 28.2 This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements, negotiations and discussions between the parties.
- 28.3 No waiver, express or implied, by either party of any term or condition or any breach by the other of any of the provisions of this Agreement shall operate as a waiver of any breach of the same or any other provision of this Agreement.
- 28.4 The unenforceability of any single provision of this Agreement shall not affect any other provision. Where such a provision is held to be unenforceable, the parties shall use their reasonable endeavours to negotiate and agree upon an enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.
- 28.5 Any amendment or variation to this Agreement shall only be made by prior written agreement executed by the parties to it.
- 28.6 This Agreement may be executed in counterparts each of which when executed (and delivered or transmitted by electronic means) shall constitute a duplicate original, and all counterparts shall together constitute the one agreement.

Annex 1
(Established Self-Contained Group(s))

1. 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 Producer shall acquire the rights set out in clause 10.1.1. Producer shall be entitled to acquire Further Rights in accordance with clause 11.
2. The engagement shall consist of a session consisting of four (4) hours work, in sound and/or vision, spread over a twelve (12) hour period in any one (1) day during which an aggregate of up to one (1) hour's performance may take place which may be either transmitted live or recorded simultaneously or discontinuously or subsequent transmission.
3. Sessions longer than four (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 one (1) or two (2) hour(s) following a break of thirty (30) minutes.
4. The session may be extended to provide performance time in excess of one (1) hour on payment to each Musician of an additional fee of ten percent. (10%) of the relevant recording Fee for each additional six (6) minutes (or part thereof) by which the session is extended.
5. The provisions of clause 5 may be applied to this Annex 1.

Annex 2

(Dubbing commercial audio recordings into television programmes)

1. The parties to this Agreement acknowledge that it is intended to regularise the practice of dubbing of commercial audio recordings into television programmes. It is not intended to facilitate an increase in the practice.
2. This annex 2 concerns the use of recordings made under terms and conditions agreed between MU and BPI on behalf of their respective members.
3. Subject to paragraphs 6 and 7 of this Annex 2 MU agrees to the dubbing of commercial audio recordings into television programmes (previously agreed with MU) for all purposes and all sales or licences of those programmes throughout the world in all media.

MU confirms to Producer that it is able to act on behalf of those members who have performed recording engagements under the conditions negotiated between MU and the BPI in this respect and to give consent on their behalf to the dubbing of commercial audio recordings into television programmes and for their subsequent use so that, so far as may be necessary, this Agreement constitutes written permission on behalf of the members of MU in accordance with the Act.

In consideration of the rights granted and the provisions contained in this paragraph 3, Producer shall pay to MU a fee per thirty (30) seconds or part thereof (plus value added tax) of a commercial audio recording included in any programme. Multiple cues of the same recording within the same programme may be aggregated.

4. Producer will not use commercial audio recordings:
 - a. to provide featured music in substitution for the normal music part of a programme;
 - b. to accompany any choreographed dance;
 - c. where according to established practice, Musician(s) might reasonably expect to be engaged.
5. For the purpose of this Agreement, featured music will be deemed to exclude:
 - a. early recordings of prominent artists, where the identity of the artist(s) is an essential or significant element in the programme;
 - b. where the plot of a drama, etc. has music being played by a mechanical device;
 - c. commercial audio recordings used in actuality programmes (e.g. in discos, aerobics, etc.).
6. Commercial audio recordings shall not be used to provide soundtracks for miming or other performances by artists, save to such extent and subject to conditions as are contained in clause 12.4 of this Agreement.
7. Exceptions to the principles contained in paragraphs 5 and 6 of this Annex 2 may be agreed between MU and Producer concerned (for example, in respect of featured music, where a specific recording is an essential or significant element in creating the authenticity of period atmosphere). MU will normally agree to payment of a session fee to each Musician for use of commercial audio recordings as Signature Tunes.
8. Where Producer wishes to use a commercial audio recording in a feature film, the appropriate Fee for Combined Use shall be payable to each Musician whose performance is incorporated in the commercial audio recording.

Annex 3
(Claims from collecting societies)

Where in respect of performances contracted in accordance with this Agreement the Musician is entitled by law to receive from domestic or foreign collecting societies equitable remuneration or other forms of income additional to that arising under this Agreement nothing in this Agreement shall prevent the Musician from laying claim thereto. The Musician shall not be obliged to account to Producer for any such income to which the Musician is entitled.

Unless specified elsewhere in this Agreement, the Musician shall not be entitled to any equitable remuneration or other forms of income which Producer is entitled to receive whether as a producer and /or broadcaster or otherwise from domestic or foreign collecting societies, and Producer shall not be obliged to the Musician for any such income.

Such income includes but is not limited to equitable remuneration in respect of the off-air recording right, the cable retransmission right, blank tape levies or machine levies the lending right and rental right and any other right from time to time provided for by the law of any jurisdiction.

The Musician will make no claim against Producer that shall arise from any failure by the Musician or any organisation that may represent the Musician to enter into any agreements with collecting societies or any failure on the part of such a society to make any payment to the Musician.

Both Producer and Musicians' Union are authorised to disclose all necessary information about the Musician to a relevant collecting society so as to assist such collecting society to identify those entitled to receive the money it collects.

Annex 4
(Low budget films)

1. If a film has a budgeted cost equal to or less than twenty million pounds sterling (£20,000,000.00) and a minimum of thirty-seven (37) hours of Musician(s) engagements are contracted, Producer may engage the Musician(s) under Combined Use at the scale 4 hourly rate for a minimum three (3) hour session.
2. If a film has a budgeted cost of five million pounds sterling (£5,000,000.00) or less, Producer may engage any Musician(s) under Combined Use at the scale 4 hourly rate for a minimum three (3) hour session. If due to budgetary constraints Producer wishes to call the Musician(s) for a minimum two (2) hour session Producer should approach MU who shall consider such request in good faith.
3. The applicable hourly rate shall entitle Producer to the rights set out in clause 10.1.2 and no further payment shall be due to the Musician(s).
4. The provisions contained in this annex 4 shall be applicable provided Producer has supplied to 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 Producer owes a duty of confidentiality and non-disclosure to its client, it is agreed that Producer shall provide to MU a letter to confirm the budgeted figure.

**Annex 5
(Fees)**

CLAUSE	Fees (£)			
	2019 (for ref)	From Commencement Date to 31 st December 2020 inclusive	1 st January 2021 to 31 st December 2021 inclusive	1 st January 2022 to 31 st December 2022 inclusive
3.1 BASIC RECORDING ENGAGEMENT				
3.1(a) Minimum recording session	£195.75	£199.65	£203.00	£207.75
3.1(b) Extension of recording session	£32.65	£33.30	£33.95	£ 34.62
3.1(c) Extension of recording session after a break	£65.25	£66.55	£67.90	£69.25
3.1(d) Overtime	£19.60	£20.00	£20.40	£20.80
3.2 COMBINED USE				
3.2(b) Scale 1 (per hour)	£135.20	£137.90	£140.65	£143.45
3.2(b) Scale 2 (per hour)	£100.80	£102.80	£104.85	£106.95
3.2(b) Scale 3 (per hour)	£90.15	£91.95	£93.80	£95.65
3.2(b) Scale 4 (per hour)	£66.40	£67.70	£69.05	£70.45
3.2(d) Combined Use OVERTIME				
3.2(d) Scale 1 (per fifteen (15) minutes)	£40.35	£41.14	£41.96	£42.80
3.2(d) Scale 2 (per fifteen (15) minutes)	£30.85	£31.48	£32.11	£32.75
3.2(d) Scale 3 (per fifteen (15) minutes)	£27.25	£27.80	£28.35	£28.92
3.2(d) Scale 4 (per fifteen (15) minutes)	£20.15	£20.55	£20.96	£21.38
3.2(e) REHEARSAL (per hour)	£65.25	£66.56	£67.89	£69.24
3.3 FOUR OUT OF FIVE HOURS				
3.3(a) Recording session	£195.65	£199.55	£203.55	£207.60
3.3(b) Extension of recording session	£19.60	£20.00	£20.40	£20.80
3.3(c) Additional rehearsal	£14.25	£14.54	£14.83	£15.13
3.3(d) Selective pre-recording sound only	£45.05	£45.95	£46.87	£47.80
3.3(d) Selective pre-recording sound and vision	£61.65	£62.90	£64.15	£65.43
3.4 MULTI-PART LIGHT ENTERTAINMENT				
3.4.1(a) Recording session (8-hour programme)	£741.25	£756.10	£771.20	£786.60
3.4.1(b) Extension of recording session (8-hour programme) (per hour, up to two (2) hours)	£47.45	£48.40	£49.35	£50.35
3.4.1(b) Extension of recording session (8-hour programme) (per hour, third and subsequent hour(s))	£65.25	£66.55	£67.89	£69.24
3.4.1(c) Additional performance time	£11.90	£12.14	£12.38	£12.63
3.4.1(d) Breaks	£23.45	£23.92	£24.40	£24.90
3.4.1(e) Overtime	£23.45	£23.92	£24.40	£24.90
3.4.2. 4-HOUR SESSION				
3.4.2(a) Recording session	£592.95	£604.80	£616.90	£629.25

3.4.2(b) Extension of recording session	£74.10	£75.60	£77.10	£78.65
3.4.2(d) Overtime per fifteen (15) minutes	£44.45	£45.35	£46.25	£47.18
3.5 MIMING				
3.5(a) Recording session (per hour)	£26.10	£26.62	£27.14	£27.68
3.5(b) Overtime	£15.45	£15.76	£16.08	£16.40
3.7 STOMS RECORDINGS				
3.7(a)(i) Episode Signature Tune Fee	£244.25	£249.15	£254.10	£259.20
3.7(a)(ii) Episode Combined Use Fee	£451.80	£460.85	£470.05	£479.45
3.7(a)(iii) 2 Year Signature Tune Fee	£496.80	£506.75	£516.85	£527.20
3.7(a)(iv) 5 Year Signature Tune Fee	£556.15	£567.25	£578.60	£590.20
3.8 SHORT ITEMS				
3.8 Short Items (2 hour)	£106.75	£108.90	£111.05	£113.30
3.8 Short Items (1 hour)	£73.55	£75.00	£76.50	£78.05
3.9 RELAY				
3.9(a) COMBINED USE RELAY FEE				
3.9(a) 1 to 20 players (per hour)		By individual negotiation		
3.9(a) 11 to 20 players (per hour)	£474.35	£483.80	£493.50	£503.40
3.9(a) 21 to 29 players (per hour)	£355.80	£362.90	£370.15	£377.60
3.9(a) 30 plus players (per hour)	£237.20	£241.95	£246.80	£251.70
3.9(b) LIMITED USE RELAY FEE				
3.9(b) 1 to 20 players (per hour)		By individual negotiation		
3.9(b) 11 to 20 players (per hour)	£195.70	£199.60	£203.60	£207.70
3.9(b) 21 to 29 players (per hour)	£157.15	£160.30	£163.50	£166.75
3.9(b) 30 plus players (per hour)	£118.60	£120.95	£123.40	£125.85
3.9(c)(i) PATCHING_(at performance – three hours)				
3.9(c)(i) 1 to 20 players (per hour)		By individual negotiation		
3.9(c)(i) 11 to 20 players (per hour)	£195.70	£199.60	£203.60	£207.70
3.9(c)(i) 21 to 29 players (per hour)	£157.15	£160.30	£163.50	£166.77
3.9(c)(i) 30 plus players (per hour)	£118.60	£120.95	£123.40	£125.85
3.9(c)(ii) PATCHING (separate Call)				
3.9(c)(ii) 1 to 20 players (per hour)		By individual negotiation		
3.9(c)(ii) 11 to 20 players (per hour)	£195.70	£199.60	£203.60	£207.70
3.9(c)(ii) 21 to 29 players (per hour)	£195.70	£199.60	£203.60	£207.70
3.9(c)(ii) 30 plus players (per hour)	£158.95	£162.10	£165.35	£168.70
3.9(d) OVERTIME (Combined Use Relay Fee)				
3.9(d) 1 to 20 players (per hour)		By individual negotiation		
3.9(d) 11 to 20 players (per hour)	£142.30	£145.15	£148.05	£151.00
3.9(d) 21 to 29 players (per hour)	£106.75	£108.90	£111.05	£113.30
3.9(d) 30 plus players (per hour)	£71.20	£72.60	£74.05	£75.55
3.9(d) OVERTIME (Limited use Relay Fee)				
3.9(d) 1 to 20 players (per hour)		By individual negotiation		
3.9(d) 11 to 20 players (per hour)	£58.75	£59.90	£61.10	£62.35
3.9(d) 21 to 29 players (per hour)	£47.15	£48.10	£49.05	£50.05

3.9(d) 30 plus players (per hour)	£38.85	£39.60	£40.40	£41.20
4. SEPARATE REHEARSAL CALLS				
4(a) Separate Rehearsal Call (per hour)	£65.25	£66.55	£67.90	£69.25
4(b) Extension of Separate Rehearsal Call	£32.65	£33.30	£33.95	£34.63
4(c) Overtime	£19.60	£20.00	£20.40	£20.80
6. LISTINGS				
6(b) Listings (NATIONAL programmes)	£59.30	£60.50	£61.70	£62.93
6(b) Listings (REGIONAL programmes)	£29.65	£30.25	£30.85	£31.47
12. ACQUISITION OF ANCILLIARY USES				
12.1 EXTRACTS				
12.1.3 High content use	£489.75	£499.55	£509.55	£519.70
12.1.4(i) Religious and educational programmes	£98.40	£100.35	£102.40	£104.40
12.1.4(ii)(a) Any other programmes (BACKGROUND use)	£147.05	£149.99	£153.00	£156.05
12.1.4(ii)(b) Any other programmes (FEATURED use)	£195.65	£199.55	£203.55	£207.60
12.1.5 CLIP EXTRACT in feature films fee	-	£3,000.00	£3060.00	£3121.20
12.2.1 Compilations – Primary Rights	-	£29.36	£29.95	£30.55
12.2.2 Compilations – Further Rights	-	£45.36	£46.25	£47.18
12.5.1 SOUND RECORDINGS	£80.60	£82.20	£83.85	£85.55
15. PORTERAGE				
15.1 Category A	£28.50	£29.07	£29.65	£30.25
15.1 Category B	£20.15	£20.55	£20.96	£21.38
15.1 Category B (limit, two (2) or more instruments)	£28.50	£29.07	£29.65	£30.25
15.1 Category C	£13.00	£13.26	£13.52	£13.79
15.1 Category D	By individual negotiation			
16. COSTUME FITTINGS & MAKE UP				
16.1 COSTUME FITTINGS & MAKE UP (separate attendance up to 2 hours)	£47.45	£48.40	£49.35	£50.35
16.2 COSTUME FITTING & MAKE UP (prior to recording) per hour	£23.70	£24.17	£24.65	£25.15
Annex 1 ESTABLISHED SELF-CONTAINED GROUP(S)				
Annex 1 (1) Fee for engagement	£241.90	£246.75	£251.65	£256.70
Annex 1 (3) Extension to engagement	£29.65	£30.25	£30.85	£31.47
Annex 1 (3) Extension to engagement (after break)	£59.30	£60.50	£61.70	£62.93
Annex 2 DUBBING COMMERCIAL AUDIO RECORDINGS				
Annex 2 (3) Fee per thirty (30) seconds	£23.70	£24.17	£24.65	£25.15

Producer		Type of Session	
Title of Work		Date (s)	
Place of session		Number of sessions	
Uses acquired			
Full name ('Musician')			
FEES:			
Fee per session / hour			£
Additional fees:			
Overtime @	£	Per mins	x units £
Doubling	session @ 12%	x	£
Overdubbing: No of overdubs		@ 110% of fee(s)	£
Further Use Payment (Clause 11) and/or Commercial Audio Release (Clause 12.3) if applicable			
Description			
Percentage Payments		Total %	£
Porterage / Equipment hire or fare			£
Other (miming, use of tape etc)			£
SUB TOTAL			£
VAT @ 20%			£
TOTAL			£

Signed for and on behalf of Producer _____

I hereby give my consents as required by the Copyright, Designs and Patents Act 1988 (as amended) (the **Act**) for the original recording of any performance and for such reproduction and use of any recorded performances as are permitted by the agreement prevailing at the time of the reproduction and use between the Musicians' Union and the Producers' Alliance for Cinema and Television Limited.

I hereby irrevocably unconditionally, in perpetuity and in favour of Producer waive all rights arising under sections 77 to 85 inclusive of the Act and all moral and authors rights and all other rights of a similar nature whether now existing or hereinafter arising under any jurisdiction in connection with the production and hereby agree not to institute, support, maintain, pursue or permit any action, lawsuit or proceeding on the grounds that the production in any way constitutes an infringement of any moral rights, authors rights or rights of a similar nature.

Each of Musician and Producer agree not to use or make available to any third party at any time any confidential information of the other.

Producer shall process Musician's personal data in accordance with the General Data Protection Regulation (EU 2016/679), the Data Protection Act 2018 and any other UK or EU laws and regulations relating to personal data and privacy as may be in force in the UK from time to time. Musician acknowledges that Producer shall process personal data of Musician for purposes connected with the relationship under this engagement including Producer fulfilling its obligations under this engagement and complying with legal and regulatory obligations. Musician explicitly consents to Producer processing special category data of Musician (namely, Musician's trade union membership of the Musicians' Union) on this Consent Form for the purpose of the engagement.

I agree to my engagement upon the terms stated above, all of which I agree to observe. I agree that my engagement is subject to the conditions set out in the notes below.

RECEIVED IN SETTLEMENT OF ALL SERVICES TO DATE:

Signed by Musician _____

Address _____

Instrument _____ MU Number _____ PID _____

This Agreement is signed and agreed by authorised representatives of the parties:

Signed by)
[insert name of signatory])
for and on behalf of)
Musicians' Union)

Signed by)
[insert name of signatory])
for and on behalf of)
Producers' Alliance for Cinema)
and Television Limited)
