

Standard Contract for Services

DISCLAIMER

No liability will be accepted by the Musicians' Union for incorrect use of the Agreement arising from failure to follow the guidance, or errors made in the process of completing it. The Agreement is intended to be used as a whole document.

The Agreement and any guidance notes do not constitute advice on any specific matter, and we recommend that you seek legal advice if you wish to adapt the contract outside the scope of the options offered.

Note: If the Contractor operates as a personal service limited company, IR35 rules may apply. It is advisable to seek professional advice from a chartered accountant or solicitor, as NI and Tax deductions via PAYE may be applicable.

PARTIES TO THE AGREEMENT made on

BETWEEN

NAME (hereinafter referred to as the '**CONTRACTOR**')

Trading as

Address

Email

Telephone

AND

Name Position
Organisation (hereinafter referred to as the '**CLIENT**')
Address
Post code
Email
Telephone

COMMENCEMENT DATE

END DATE

DEFINITIONS

Term	Meaning
Additional Services	Services not included in Schedule 1 at the time of signing this Agreement.
Confidential Information	This encompasses information in any form (written, oral, visual, electronic, stored on magnetic or optical disks or memory, regardless of location) pertaining to the Client, its students, parents, products, business operations, and financial matters. This includes, but is not limited to, information generated, developed, received, or obtained by the Contractor during the course and for the purposes of this Agreement. It is important to note that such information, unless explicitly stated otherwise, is considered confidential even if not explicitly labelled as such.
DBS	See the Disclosure and Barring Service (DBS) webpage on gov.uk
Data Protection Laws	All applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and any successor legislation) and the UK GDPR.
Mandatory Policies	<p>Mandatory Policies include:</p> <ul style="list-style-type: none"> • Safeguarding • Technology – acceptable use • Anti-bullying and harassment • Code of Professional Behaviour • Whistleblowing • Data Protection • Health & Safety
Operational Changes	Changes to Schedule 1 which may affect the operational delivery of the Project as set out in this Agreement.
Project	Services to be provided, activities, tasks or work performed as set out in Schedule 1.
Substitute	<p>A suitably qualified and experienced Substitute appointed by the Contractor to continue the provision of Project in the absence of the Contractor. The Client reserves the right to refuse access to the Substitute if the Client has reasonable grounds to believe that there is a safeguarding or health and safety concern, concerns regarding the DBS status, or has a reasonable concern that the Substitute is unable to complete the Project to the standard agreed with the Contractor.</p> <p>The Contractor is responsible for paying the Substitute directly.</p>
Venue	A facility, consisting of one or more rooms, provided by the Client for the purpose of delivering the Project.

WHEREBY IT IS AGREED AS FOLLOWS

1. THE PROJECT

- 1.1 This Agreement relates to the provision of Services outlined and agreed upon in Schedule 1. It establishes the respective obligations of each Party to ensure the successful completion of the Project set out in Schedule 1.
- 1.2 Any operational Changes to Schedule 1 and/or addition of Additional Services shall be agreed in writing by both Parties and may necessitate a re-evaluation of the Contractor's fee, delivery format and other technical considerations.
- 1.3 The Contractor, their designated Assistant, or Substitute (if applicable) must comply with all Mandatory Policies throughout the Project. These policies will be provided to the Contractor before the Project commences.
- 1.4 If the Contractor becomes ill and is unable to fulfil the Project as specified in Schedule 1, either partially or entirely, they may provide a suitably qualified Substitute as agreed upon by the Client (such agreement not to be unreasonably withheld) – refer to Clause 9. Alternatively, a new completion date will be mutually agreed upon. This Agreement remains in effect for six months from the date of absence, allowing ample time to reschedule the Project.

2. STATUS

- 2.1 This Agreement serves as a contractual arrangement for the provision of Services and should not be construed as an employment contract. Therefore, the Contractor is responsible for managing their own tax affairs in accordance with applicable tax legislation. This agreement does not create any partnership or joint venture.
- 2.2 The Client has conducted its own evaluation of employment status and is satisfied that this Agreement meets the definition of self-employment as outlined on the [employment status webpage on gov.uk](https://www.gov.uk/employment-status).¹
- 2.3 Consequently, the Client acknowledges that the Contractor:
 - a. Has the freedom to set their own rates of pay.
 - b. Is free to appoint a substitute or assistant as needed.
 - c. Has the freedom to decline work.
 - d. Has the freedom to have multiple clients.
 - e. Is responsible for providing their own equipment.
 - f. Is not subject to direct supervision or control.
 - g. Is free to determine the most effective way to deliver the Project.
 - h. Is responsible for paying National Insurance and Income Tax directly to HMRC.
 - i. Is responsible for their own holiday pay, sick pay, and pension.
- 2.4 The Client agrees to indemnify and keep indemnified the Contractor from any claims to employee National Insurance and Income Tax.

3. ELIGIBILITY TO WORK

- 3.1 Prior to signing this Agreement, the Client may require the Contractor to provide evidence of eligibility to work in the UK.
- 3.2 The Contractor is responsible for verifying that Substitutes and Assistants are authorised to work in the UK. If requested by the Client or relevant authorities, the Contractor must provide evidence demonstrating compliance with the necessary checking procedures.

4. TERM

- 4.1 This Project shall start on the Commencement Date and shall continue until the End Date (see page 1) unless terminated by either party as set out in Clause 16.

¹ <https://www.gov.uk/employment-status>

5. CHARGES and PAYMENT

- 5.1 The Contractor will provide a written quotation for the Services to be provided based on Schedule 1. This quote will specify if VAT is applicable, the Contractor's fee and all other agreed expenses.
- 5.2 The Contractor shall deliver the Project with reasonable skill and care.
- 5.3 The Contractor's invoice(s) shall contain the following information:
- Purchase order – provided by the Client
 - Payee name
 - Address
 - Bank details (for BACS transfer)
 - VAT number (if applicable)
- 5.4 The Client agrees to pay the Contractor as agreed in Schedule 1 within [INSERT] days of receipt of a valid invoice issued by the Contractor unless other payment arrangements have been agreed. Any payment in a foreign currency shall be subject to the exchange rate on the day of payment.
- 5.5 Failure to present full payment within the agreed period may result in the Contractor charging interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

6. VENUE and EQUIPMENT

- 6.1 Details regarding the Venue and equipment required for the completion of the Project are set out in Schedule 1.
- 6.2 The Client is responsible for booking and co-ordinating the Venue for the Project. This includes:
- a. ensuring that rooms allocated for the Project are suitable for the intended purpose and fully compliant with safeguarding standards, health and safety regulations, and fire safety requirements;
 - b. that all rooms allocated for the Project are adequately ventilated and appropriately heated;
 - c. ensuring that all equipment specified in Schedule 1 is properly set up and in optimal working condition prior to the commencement of the Project. Any delays to the start or finish times (see Schedule 1) caused by technical issues or logistical challenges (other than in consequence of any default by the Contractor) may incur an additional charge to compensate for the time lost.
- 6.3 At no time may members of the public or others not approved or directly involved with the Project have access to the Venue or any adjoining rooms allocated for the Project.
- 6.4 All musical instruments, additional equipment, furniture, or effects which the Contractor may, with the consent of the Client, bring to the Venue shall be provided at the Contractor's own expense and risk and shall be removed by them at or before the expiration of the Project.
- 6.5 The Contractor, Assistant, or Substitute shall not be held liable for any damages resulting from the negligence of the Client, its employees, representatives, or participants. Further, the Contractor, Assistant, or Substitute shall not be responsible for any damages arising from any faulty or defective conditions in the Venue or any associated machinery, plant, or equipment.
- 6.6 The Contractor shall not permit any acts or activities that may pose a risk of injury or damage to property, individuals, or any aspect of the Venue, including its fixtures, fittings, or contents.
- 6.7 At the end of this Agreement or if this Agreement is terminated prematurely under Clause 16 below, all equipment and materials used in the Project shall be returned to the appropriate Party within 7 days.

7. ELECTRICAL EQUIPMENT

- 7.1 Both the Client and Contractor are responsible for ensuring that any electrical equipment provided is in a safe and operational condition. Either Party retains the right to request a valid Portable Appliance Testing (PAT) certificate, and failure to comply with safety standards may lead to a delay in the Service delivery until all electrical equipment is deemed safe and compliant.

8. INSURANCE

- 8.1 The Contractor, including their appointed Assistant(s) and Substitute(s), is required to maintain public liability insurance with a minimum coverage of £10 million. Upon request, the Contractor must provide the Client evidence of adequate insurance coverage.

9. SUBSTITUTION

- 9.1 The Contractor is authorised to designate a qualified Substitute to fulfil the Project outlined in this Agreement, on the condition that the Substitute possesses the necessary mandatory clearances (e.g., enhanced DBS, safe-guarding, and insurance), qualifications, and skills to meet the agreed outcomes for this Project.
- 9.2 The Client reserves the right to refuse access to a Substitute if the Client has reasonable grounds to believe that there is a safeguarding or health and safety concern or has a reasonable concern that the Substitute is unable to complete the Project to the standard agreed with the Contractor.
- 9.3 The Contractor is responsible for paying the Substitute directly.

10. CONFIDENTIALITY and DATA PROTECTION

- 10.1 Both Parties agree to maintain the confidentiality of all information, documents, and materials exchanged and created during the preparation and execution of this Project.
- 10.2 Further, both Parties commit to complying with Data Protection Laws.
- 10.3 To fulfil their respective obligations under this Agreement, the Parties may share Personal Data as necessary. It is agreed that the shared personal data will not be processed in a manner inconsistent with this Agreement and the Data Protection Laws.
- 10.4 Secure methods will be employed by the Parties to share, store, and process personal data. Throughout the duration of the Project, appropriate technical and organisational security measures will be in place to prevent any personal data breaches.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The parties shall fully comply with the provisions outlined in the Copyright Designs and Patents Act 1988.
- 11.2 The Intellectual Property rights of all materials created and produced by the Contractor in support of the Project, whether published or recorded, shall belong to the Contractor.
- 11.3 Likewise, the Intellectual Property rights of all materials created, produced, and provided by the Client in support of the Project shall belong to the Client.

12. HEALTH and SAFETY

- 12.1 The Client bears the responsibility of ensuring that all corridors, doors, passages, entrances, and exits to the Venue are consistently clear of any obstructions, including both physical objects and individuals.
- 12.2 The Contractor is obligated to fully cooperate with any fire, health, and safety inspections that may take place at the Venue.
- 12.3 Should the Assignment require the use of a PA, the Client reserves the right to control the maximum output level so as not to endanger the hearing of personnel or members of the audience or cause any annoyance or disturbance to other users at the Venue. The Contractor shall comply with all reasonable requests made by the Client in this regard.
- 12.4 Both Parties are in agreement with the principle of 'Safe Spaces,' which entails creating an environment that is free from fear, bullying, and harassment to facilitate optimal outcomes for the Project.

13. SAFEGUARDING

- 13.1 Both Parties agree to comply with Safeguarding good practice and ensure that all Assistants and Substitutes are aware of their obligations as to such good practice and under this Agreement.

14. LIABILITY

- 14.1** As set out in Section 6 of Schedule 1, the Contractor's liability to the Client for any direct or indirect losses shall be limited to £ _____ being the sum insured by the Contractor's insurance policy related to this Agreement.

15. FORCE MAJUERE

- 15.1** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement due to acts of God, war, terrorism, strikes, labour disputes, government actions, fires, floods, or other events beyond its reasonable control. In the event of a force majeure event, the affected Party shall promptly notify the other Party and shall use commercially reasonable efforts to minimise any resulting impact on the performance of its obligations.

16. TERMINATION

- 16.1** This Agreement may be terminated by either Party giving to the other Party at least six weeks' notice in writing.
- 16.2** Either Party reserves the right to terminate this Agreement without notice if either Party:
- a.** has breached any term of this Agreement which (in the case of a breach capable of being remedied) has not been remedied with 14 days of receipt by the other Party of a written notice
 - b.** has acted in any manner which either Party considers (on a reasonable and informed basis) to have brought or is likely to bring either Party into disrepute
 - c.** has acted negligently in the performance of the Project
 - d.** has a bankruptcy order made against them or makes any arrangement with creditors or has an interim order made against them
 - e.** has committed an offence under the Bribery Act 2010 or fails to comply with any obligations provided under the Modern Slavery Act 2015
- 16.3** The Client agrees to indemnify the Contractor for all costs, including legal costs incurred by the Contractor in, or associated with, enforcing the terms of this Agreement arising as a result of the Client's default of this Agreement.

17. DISPUTE RESOLUTION

- 17.1** The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 17.2** If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 17.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

18. GENERAL

- 18.1** Neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without prior written consent of the other Party.

19. NOTICES

- 19.1** Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded delivery, or by email to the Contractor or the Client's representative specified in Schedule 1.

20. THIRD PARTIES

- 20.1 None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not named as a party to this Agreement.

21. ENTIRE AGREEMENT

- 21.1 This Agreement constitutes the entire agreement between the parties as set out above and supersedes any prior written or oral agreement between the Parties.

22. VARIATION

- 22.1 No variation of this Agreement or of any documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

23. GOVERNING LAW

- 23.1 This Agreement and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

SIGNATURES

SIGNED by or on behalf of the Parties on the date first set out in this Agreement.

Signed

Name

for and on behalf of

Dated

Signed

Name

for and on behalf of

Dated

Schedule 1

This questionnaire is intended to facilitate an in-depth discussion about the Project, encompassing its practical and organisational elements. While it offers a comprehensive range of questions, it is not an exhaustive list. Please feel free to expand on any topics or provide additional details in the 'Other' sections to ensure that all relevant aspects of the project are thoroughly explored and agreed.

Once completed, this information will be binding unless otherwise changed in accordance with Clause 22.

Should you require any assistance in completing this form, please contact education@themu.org.

1. PERSONNEL DETAILS

Consideration

Please complete this section

Project Title:

Contractor's Name:

Email:

Telephone:

The Client:

Client's Representative:

Email:

Telephone:

Other:

2. SERVICES

Services to be Provided:

Desired Outcomes:

Venue:

Preparation Time Agreed:

Number of Sessions, Dates and Times:

Start and Finish Times:

Scheduled Break(s):

Is the Contractor Required to Attend
Any Preliminary or Post-Project
Meetings?

Other:

3. PARTICIPANTS

Number of Participants:

Age of Participants:

Level of Participants:

Special Requirements:

Other:

4. SERVICE DELIVERY

Agreed Arrival Time:

Will Parking be Provided?

How Many Spaces?

Will the Client Provide Porterage Assistance?

Equipment to be Provided by the Contractor:

Does any Equipment Require PAT Testing?

Equipment to be Provided by the Client:

Is a Photocopying Service Available?

Is Technical Support Available for the Duration of the Project?
Please Provide Contact Details.

Number of Chairs Required:

Layout of the Room.

X = chairs

= stands

Will the Project Include Video and Audio Requiring Copyright Permission to View?

Will Refreshments be Provided by the Client? Yes No

Dietary Requirements:

Exit Time from the Venue:

Emergency Contact Numbers:

Are There any Particular Policies and Procedures Pertinent to the Project?

Does the Client Require a Risk Assessment from the Contractor?

Will the Client Promote/Review the Project on Social Media?

Is the Contractor Permitted to Take Photos During the Project?	Yes	No
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Limitations?

Other:

5. FEES & EXPENSES

Agreed Fee:

Contact Hours:

Preparation:

Travel Time:

Other:

Payment Terms:

Does VAT Apply?	Yes	No
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Agreed Expenses:

Other:

6. INSURANCE

Is the Contractor required to provide any insurance?	Yes	No
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If so, please specify the type of cover required and the financial limit.

Is the Client providing any insurance cover?	Yes	No
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If so, please specify.

Policies checked	Yes	No
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Other considerations.