

T5 – Conducting / Tutoring Agreement

Parties to the Agreement made on

BETWEEN

NAME (hereinafter referred to as the '**Conductor/Tutor**')
Trading as (if applicable)
Address
Email
Telephone

AND

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

Whereby it is Agreed as Follows

1. The Assignment

- 1.1 This Agreement relates to a series of rehearsals and concert(s) (the **ASSIGNMENT**) as set out in Schedule 1.
- 1.2 Changes to Schedule 1 are subject to approval by both Parties and may require a reassessment of the Conductor/Tutor's fee, delivery format and other technical matters.
- 1.3 Should the Conductor/Tutor require the support of an assistant (hereinafter referred to as '**Assistant(s)**') in addition to others engaged by the Organiser for this Assignment, the Conductor/Tutor is responsible for the quality of their work, direct payment and well-being. The Conductor/Tutor is responsible for correcting any deficiencies in this work at their own cost.
- 1.4 Should the Conductor/Tutor become unwell and is unable to complete the Assignment as set out in Schedule 1 in part or full, he/she may provide a suitably qualified substitute as agreed by the Organiser (such agreement not to be unreasonably withheld). Alternatively, a new date will be arranged. This Agreement remains in force for a period of six months from the date of absence allowing sufficient time for the Assignment to be rescheduled.

2. Status

- 2.1 The relationship of the Conductor/Tutor to the Organiser will be that of an independent contractor and nothing in this Agreement shall render him/her an employee, worker, agent or partner of the Organiser and the Conductor/Tutor shall not hold him/herself out as such.
- 2.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Conductor/Tutor shall be fully responsible for and shall indemnify the Organiser for and in respect of any income tax, National Insurance, VAT and social security contributions.

3. Venue(s)

- 3.1 The Organiser is responsible for booking and co-ordinating the Venue for rehearsals and concerts as agreed in Schedule 1. This includes:
 - a) ensuring that rooms allocated for the Assignment are fit for purpose as discussed with the Conductor/Tutor and set out as required prior to the Assignment's start time

- b) that all rooms allocated for the Assignment are adequately ventilated and appropriately heated
 - c) all equipment specified in Schedule 1 is set-up and fully functionable prior to the Assignment's start time. The Organiser will provide access to a support technician for the duration of the Assignment as requested by the Conductor/Tutor. Delays caused by technical problems and other logistical matters may result in an additional charge being made to compensate for lost time.
- 3.2 The Conductor/Tutor shall not be liable for any damage caused by negligence of the Organiser, its servants or agents, or participants recruited by the Organiser, nor for any damage caused by anything of a faulty or defective nature in the building or any of the machinery, plant or equipment therein.
- 3.3 The Conductor/Tutor shall not permit any acts or performance which will involve any risk or damage of injury to property, any person, in the Venue or its fixtures, fittings or contents beyond the risks inherent in a reasonably staged event.
- 3.4 All musical instruments, additional equipment, furniture or effects which the Conductor/Tutor may, with the consent of the Organiser, bring to the Venue shall be provided at the Conductor/Tutor's expense and risk and shall be removed by them at or before the expiration of the Assignment.
- 3.5 All equipment used by the Conductor/Tutor shall be safe and adequately fireproofed.
- 3.6 The Organiser will not be held responsible for any loss, theft or damage of personal items or equipment belonging to the Conductor/Tutor and their Assistants while at the Venue.
- 3.7 Parking at the rehearsal venue is as follows
- 3.8 Parking at the concert venue is as follows
- 3.9 At no time may members of the public or others not directly involved with the Assignment have access to the Venue, its backstage areas or dressing rooms.
- 3.10 The Organiser may, at its own discretion, refuse entry to the Venue of any person.
- 3.11 The Conductor/Tutor and Assistant(s) agree to abide by the Organiser's or Venue's policies and procedures (whichever takes precedence) in relation to health and safety, safeguarding, GDPR and all other reasonable policies compliant with UK law.
- 3.12 The Conductor/Tutor shall not bring into the Venue any noxious, inflammable, dangerous or illegal articles or material, including (without prejudice to the generality of the foregoing) any petroleum spirit, fireworks, firearms or explosives.
- 3.13 The Organiser shall provide Front of House staff, attendants and stewards and arrange adequate security cover to ensure the protection of property and person.

4. Catering

- 4.1 The Organiser's in-house catering service is the only organisation permitted to supply catering within the Venue.
- 4.2 The Organiser will provide food and refreshments free of charge for rehearsals exceeding three hours (see *Allergies* in Schedule 1). Additional subsistence is at the Conductor/Tutor's own expense.

5. Noise Abatement

- 5.1 Should the Assignment require the use of a PA, the Organiser 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 Conductor/Tutor shall comply with all reasonable requests made by the Organiser in this regard.

6. Publicity

- 6.1 The Organiser will be responsible for the marketing and promotion of the Assignment as set out in Schedule 1 in liaison with the Organiser's marketing department.
- 6.2 If no one attends the Assignment due to a lack of promotion or an internal administrative error, the Assignment will be considered as 'given' and all fees and expenses paid.
- 6.3 The Conductor/Tutor shall be responsible for ensuring that all images supplied to the Organiser for publicity purposes can be used at no cost to the Organiser, and the relevant usage permissions have been sought.

- 6.4 The Organiser will use photo copyright credits when requested in print and in digital marketing, with the exception of social media where photo credits will not be used.
- 6.5 No publicity in respect of the Assignment shall be distributed or displayed at the Venue without the consent of the Organiser.

7. Eligibility To Work

- 7.1 Prior to signing this Agreement, the Organiser may require the Conductor/Tutor to provide evidence of eligibility to work in the UK.
- 7.2 The Conductor/Tutor is responsible for ensuring that the Assistant(s) is entitled to work in the UK and, if required by the Organiser and/or other appropriate authorities, provide evidence that the correct checking procedure has been followed.

8. Intellectual Property

- 8.1 The parties shall comply in all respects with the provisions of the Copyright Designs and Patents Act 1988.
- 8.2 The Intellectual Property of all materials created and produced (published or recorded) by the Conductor/Tutor in support of this Assignment belong to the Conductor/Tutor.
- 8.3 The Intellectual Property of all materials created, produced and provided by the Organiser in support of this Assignment, belong to the Organiser.
- 8.4 The Intellectual Property of all materials created and produced by Participants in the Assignment, remain with the Conductor/tutor. In general, this means that the individual who writes or records an original work/composition/song during the Assignment will own the copyright to that musical work unless otherwise negotiated. Any disputes in this respect are between the Conductor/Tutor and the participant's parent/guardian/carer or their appointed legal representative.

9. Health And Safety

- 9.1 It is the responsibility of all staff and contractors to ensure that corridors, doors, passages, entrances and exits to the Venue are clear at all times of obstructions, both material and personal.
- 9.2 The Conductor/Tutor shall cooperate fully with any fire, health and safety inspections without disruption or disturbance.
- 9.3 Both Parties agree with the principle of 'Safe Spaces'. This means a space free of fear, bullying and harassment in order to deliver the best possible outcomes for the workshop. The Host will ensure clear and safe access to, and exit, from the work-space for the Workshop Leader and their assistants/staff. The parties agree together to use their best endeavours to achieve the objectives set out in this clause 9.

10. Safeguarding

- 10.1 The Conductor/Tutor shall at all times comply with the Organiser's Safeguarding policies and procedures and ensure that all Assistants are aware of their obligations under this Agreement.

11. Payment

- 11.1 The Conductor/Tutor will provide a written quotation for the Assignment based on Schedule 1. This quote will specify if VAT is applicable, the Conductor/Tutor's fee and all other expenses.
- 11.2 The Conductor/Tutor's invoice should contain the following information:
- Purchase order – provided by the Organiser
 - Payee name
 - Address
 - Bank details (for BACS transfer)
 - VAT number (if applicable)
- 11.3 The Organiser agrees to pay the Conductor/Tutor **within** _____ **days by** _____ upon receipt of a valid invoice issued by the Conductor/Tutor unless other payment arrangements have been made in advance with the Organiser. Any payment in a foreign currency shall be subject to the exchange rate on the day of payment.

- 11.4** Failure to present full payment within the period specified in 11.3 as agreed may result in the Conductor/Tutor charging interest in accordance with the Late Payment of Commercial Debts Act 1998.

12. Dispute

- 12.1** The Terms and Conditions set out in this Agreement supersede all other agreements relating to the Assignment.

13. Force Majeure

- 13.1** In the event of any natural disaster (fire, earthquake, flood, hurricane) or other act of God, civil disorder, war, industrial action, public calamity, royal demise, prohibitive government regulation or epidemic which results in the Venue being closed, no claim will be made for any loss against the Organiser in respect of non-fulfilment of the terms of this Agreement.

14. Severance

- 14.1** If any clause, part of a clause or other provision in this Agreement shall become void or unenforceable, it shall be deemed not to form part of this Agreement and the validity of the remainder of this Agreement shall not otherwise be affected or impaired. It is the Parties' intention that every provision of this Agreement shall be and will remain valid and enforceable to the fullest extent permitted by law.

15. Governing Law & Jurisdiction

- 15.1** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or information (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 15.2** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or information (including non-contractual disputes or claims).

The Parties above hereby agree with the terms of this Agreement:

Signed by
Conductor/Tutor

Date

Name

Signed by the
Organiser

Date

Name

Schedule 1

To be prepared by both Parties prior to signing the above Agreement.

Consideration	Please complete this section
Workshop title	
Conductor/Tutor	
Email	
Telephone	
The Organiser's representative	
Email	
Telephone	
Food and refreshments will be provided FOC by the Organiser	Yes No
Dietary requirements (if applicable)	
Services to be provided	
Rehearsal venue	
Concert venue	
Number of rehearsals and agreed dates/venues	
Number of concerts and agreed dates/venues	
Agreed programme	
Agreed rehearsal format (if appropriate)	
Rehearsal start time	
Rehearsal end time	
Scheduled break(s)	
Other people involved in this Assignment as proposed by the Conductor/Tutor. Please indicate if any of these people are below the age 18.	
Are these people entitled to work in the UK?	
Number of Participants	
Level of Participants	

Consideration	Please complete this section
Preparation time agreed	
Is the Conductor/Tutor required to attend any preliminary or post-Assignment meetings?	
Agreed arrival time	
Will parking be provided? How many spaces?	
Will the Organiser provide porterage assistance?	
Equipment to be provided by the Organiser	
Does any equipment require PAT testing?	
Equipment to be provided by the Organiser	
Is a photocopying service available? A good time to discuss copyright an illegal photocopying!	
Is technical support available for the duration of the workshop? Please provide contact details.	
Number of chairs required	
Layout of the room. X = chairs <input type="checkbox"/> = stands	
Will the Assignment include video and audio requiring copyright permission to view?	
Will refreshments be provided by the Organiser?	Yes No
Dietary requirements	
Exit time from the venue	
Emergency contact numbers	
Are there any particular policies and procedures pertinent to this Assignment?	
Does the Organiser require a Risk Assessment from the Conductor/Tutor?	
How will the Organiser promote this Assignment?	
Will the Organiser promote/review this Assignment on social media?	
Will the Organiser arrange a photographer?	

Consideration	Please complete this section
Is the Conductor/Tutor permitted to take photos during the workshop and post on social media?	
Agreed fee and payment terms. To include all expenses and preparation allowance.	
Does VAT apply?	Yes No
Has the Organiser reviewed the Agreement with the Conductor/Tutor?	
Other useful information.	