

Musicians' Union

and

Producers' Alliance for Cinema and Television Limited

Agreement for Engagement of Session Musicians: 2023-2025

This agreement is dated 10 March 2023

- (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**)
- (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 30 Snowfields, London SE1 3SU (**MU**)

## Background

- A. PACT is the UK trade association for Producers.
- B. MU is a UK trade union representing interests of Musicians. PACT recognises the MU for the purposes of collective bargaining as the sole representative organisation for Musicians.
- C. PACT and MU have renegotiated minimum terms and conditions for Producers' engagement of Musicians from the Effective Date.

## 1. SCOPE AND EXTENT OF AGREEMENT

- 1.1 This Agreement sets out the minimum terms and conditions for:
  - (i) Producer's engagement of session musicians who perform music, including instrumentalists and vocalists to give Performances for inclusion in Works;
  - (ii) the use of Works containing Performance(s) under the terms of this Agreement.
- 1.2 Musicians shall be engaged by Producers using the Consent Form. The Producer and Musician shall each keep a copy of the signed Consent Form.

## 2. PURPOSE AND EFFECT OF AGREEMENT

This Agreement shall:

- (i) come into effect on the Effective Date;
- (ii) replace the 2020 Agreement concerning its subject matter;
- (iii) continue to have effect unless or until terminated by either party giving six (6) months' written notice to the other. Any proposed revisions to this Agreement by either party shall be subject to written notice, and any agreed revision shall remain in force for at least 12 months before any further revision to the same provision can be proposed.

### 3. DEFINITIONS

In this Agreement capitalised terms will bear the meanings given to them in this clause, or as given to them elsewhere in this Agreement.

<b>2020 Agreement</b>	the agreement between PACT and MU dated 1 <sup>st</sup> March 2020.
<b>Agreement</b>	this agreement including its annexes and any Consent Forms.
<b>BPI</b>	British Recorded Music Industry Ltd.
<b>Call</b>	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.
<b>Compilation</b>	a Work substantially consisting of extracts celebrating work of an artist, Musician, a group of artists/Musicians or from other Work(s).
<b>Confidential Information</b>	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.
<b>Consent Form</b>	the document at Annex 6 noting the Performance(s), Rights, Work(s), Fee(s) and/or Performance Fee(s).
<b>Data Protection Legislation</b>	the Data Protection Act 2018 and UK GDPR as the same may be subsequently varied or amended.
<b>Day Time Off-Peak</b>	all calendar days (including Public Holidays) in the United Kingdom between the following times and channels:  BBC1, ITV1, Channel 4 (including S4C), Channel 5 – 09.25 to 15.59; BBC2 – 09.25 to 17.59.
<b>Doubling</b>	Performance on more than one (1) instrument.
<b>EEA</b>	those member states comprised in the European Economic Area including Iceland, Lichtenstein and Norway.
<b>Effective Date</b>	13 <sup>th</sup> March 2023.
<b>Engagement Types</b>	the types of engagement at Annex 1 which Producers may engage Musicians for.
<b>Established Self Contained Group(s)</b>	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.
<b>Extracts</b>	extracts of existing audiovisual material incorporating Performances (save advertisements).
<b>Fee(s)</b>	the applicable minimum payment due to Musicians engaged by Producers under this Agreement set out in Annex 7.
<b>Film</b>	for the purpose of Annex 1, a Work (for example long form scripted drama or feature length documentary) which will receive release by way of, including but not limited to, theatrical to a public paying audience, television or online/streaming.
<b>Idents</b>	short films used repetitively between a Work identifying the channel the viewer is watching or at the beginning of a Film identifying the Producer and/or its affiliates.
<b>Main Agreement</b>	the main body of this agreement excluding its annexes and

	Consent Form.
<b>Miming</b>	Musicians required to mime their own Performance or to pre-recorded Performance of another.
<b>Musicians</b>	session musicians (including instrumentalists and vocalists) who provide Performances.
<b>Night Time Off-Peak</b>	all calendar days (including Public Holidays) in the United Kingdom on all channels between the following times: Monday to Friday – 22.30 to 09.24; Saturday to Sunday – 23.00 to 09.24.
<b>Original earnings</b>	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 areas) and payments intended to reimburse actual expenditure incurred by an individual including subsistence, travel and portage payments.
<b>Overdubbing</b>	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.'
<b>Performance(s)</b>	performance(s) of music whether in whole or part and any attendant and agreed contributions forming part of the Musician(s) engagement by Producer.
<b>Performance Fee(s)</b>	the applicable minimum payment for Performance(s) due to Musicians engaged by Producers under this Agreement set out in Annex 7.
<b>Producers</b>	independent audiovisual content production companies, including film productions registered with PACT.
<b>Public Holidays</b>	days declared as such by the UK Government in the part of the UK in which the work takes place.
<b>Relay</b>	the live or deferred transmission of Performances.
<b>Rights</b>	as described at clause 4.
<b>Short Items</b>	Performances of items from a Work produced by a third party for inclusion in a magazine, news, documentary, educational, religious, critical programme or a programme of a similar nature.
<b>Signature Tune(s)</b>	opening music for factual and entertainment programmes, serial drama (ie soaps) returning drama series. See "Title Music" below for multi-episodic drama series and seasons.
<b>SOLT</b>	Society of London Theatre.
<b>Stings</b>	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(s) sessions.
<b>Title Music</b>	opening and closing music for multi-episodic tv drama, comedic drama and documentary series.
<b>United Kingdom (UK)</b>	consisting of Great Britain and Northern Ireland.
<b>Unsocial Hours</b>	the hours between 00.01 and 07.59.
<b>Work(s)</b>	single films, television programmes, games, any series of Films or programmes and recording of concerts and live shows produced by Producers. 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.
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 See Annex 1 for **ENGAGEMENT** types  
 See Annex 7 for **FEES**

4. GRANT OF RIGHTS

4.1 In consideration of payment of a Performance Fee for a Combined Use Engagement Type, Musician(s):

- a) assign to Producer all rights in the Performances or otherwise created in the provision of their services for the stated production Work(s), where the music synchronized into the production is that for which the Musician was originally engaged, and be exploited in all media now known or which may become known in the future, including release on commercial audio recordings, throughout the world for the full period of protection for such rights and any extensions, revivals or renewals (the **Rights**);
- b) exercise of the Rights and use of the Musician(s) Performance(s) where the music is synchronized to a production, other than the original production Work(s), shall be subject to any further payments required by this Agreement which shall include, for example synchronization to any unrelated product, branding or advertisement, film, television or radio broadcast or live performance. Such further use would be subject to negotiation by Producer or third party with the MU.

For Multi-part Light Entertainment only Producer shall be entitled to incorporate the Performances into the Work(s) and shall acquire all the rights and consents to use and exploit or licence others to use the Performances 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 Work(s)) throughout the world in perpetuity, excluding theatrical and commercial audio rights and backing tracks to accompany live performances.

4.2 In consideration of payment of a Performance Fee for Basic Recording Engagement, Four Out Of Five Hours, Short Items, Limited Use Relay and 13 Episode Limited Use Signature Tune Engagement Types, 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:

- a) one (1) network television transmission (BBC1, BBC2, ITV1, Channel 4 (including S4C), Channel 5), including 12 months catch up rights, within the UK and Channel Islands either simultaneous or non-simultaneous;
- b) unlimited transmissions on UK all other television including 12 months catch up rights;
- c) worldwide theatrical exhibition;
- d) worldwide television excluding the UK;

- e) worldwide videogram, DVD including any form of disc or cassette offered for sale or rental to the general public for viewing in the home and download to own in perpetuity;
- f) worldwide communication to the public by being made available on demand paid for or free, by electronic transmission by wire or wireless means including but not limited to internet, wire, fibre, cable, satellite, and other telecommunications systems in perpetuity,

(the **Primary Rights**).

Producer shall be entitled to acquire further rights to use the Musician(s) performance as set out in clause 4.3 below.

4.3 Producer shall be entitled to acquire further rights to use the Musician(s) Performances in accordance with either (a) and/or (b), or (c) below (collectively referred to as the **Further Rights**).

a) REPEATS

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

- (i) a further two UK 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:

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

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

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

b) FURTHER USE FEES

In consideration of the percentages of the aggregate Performance Fees (excluding fees for separate rehearsals, use of sound recordings, costume fittings, make up and portage) 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:

- (i) where Producer has acquired Primary Rights other than UK Network transmission per clause 4.2(a) above, the first UK transmission (including a 12 month catch up period) shall be payable at forty percent (40%) and each subsequent UK transmission (and catch up) at fifteen percent (15%);
- (ii) unlimited transmissions on all other UK television, including a 12 month catch up period, at fifteen percent (15%);
- (iii) worldwide theatrical exhibition at forty percent (40%);
- (iv) worldwide television excluding the UK at twenty five percent (25%);
- (v) United Kingdom and EEA videogram, DVD, DTO in perpetuity at ten percent (10%);
- (vi) rest of world videogram, DVD, DTO in perpetuity at ten percent (10%);
- (vii) 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%).

c) 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 Performances 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:

- (i) Four percent (4%) of gross receipts from programme sales divided between the Musician's in proportion to their original Performance Fees;
- (ii) 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 Performance Fees;
- (iii) 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 4.3(c) (i) to (iii) collectively referred to as the **Royalty**).

- (iv) 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 4.3(c)(iv), including those that it may subcontract with, is incorporated to the agreement that it enters into;
- (v) For Incidental Music and Short Items, as an alternative to either clause 4.3(a) and/or clause 4.3(b), or clause 4.3(c), 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 Performance Fee.

4.4 Producers may engage Musicians to provide Performance(s) on one or more of the Engagement Types.

4.5 Payment of Fee(s) and Performance Fee(s) due to a Musician shall be made via bank transfer to that Musician following Producer's receipt of a valid invoice.

4.6 Where Producer has (i) a fixer to engage and contract on its behalf with Musicians to provide Performances for Works and (ii) payment of Fees and Performance Fees due to Musicians are made in advance by Producer to such fixer, such Musicians shall look solely to that fixer for payment of the Fees and Performance Fees due to them.

## 5. EXTRACTS FROM EXISTING AUDIO-VISUAL MATERIAL

5.1 Producer shall acquire the Rights to incorporate Extracts which incorporate Performances (including those that are mimed) into the Work, taken from any source other than advertisements in consideration of payment of the applicable Fee (**Extract(s)**).

### 5.2 ILLUSTRATIVE USE

Each Extract must not exceed two (2) minutes in duration, in the aggregate from a single Work, and the total duration of Extracts used in the Work 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).

### 5.3 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 Work, and the total duration of Extracts used in the Work must not exceed six (6) minutes per thirty (30) minute programme slot.

5.4 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 Work and exploit the Work and authorize others to do so throughout the world in perpetuity:



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,

#### 5.5 CLIP FEES

Producer shall be entitled to use extracts up to two (2) minutes in duration from 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.

#### 6. COMPILATIONS

6.1 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 4.2 and Further Rights in accordance with clause 4.3.

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

#### 7. COMMERCIAL AUDIO RECORDINGS

7.1 For the dubbing of commercial audio recordings into television programmes refer to Annex 4.

7.2 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.

7.3 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:

<b>Number of players at session</b>	<b>Percentage of BPI fee</b>
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%)

7.4 Unless otherwise mutually agreed between MU and Producer in each case, commercial audio recordings shall not be used to provide soundtracks for miming or other performances.

8. BACKING TRACKS

8.1 Where rights to backing track usage in Works have been obtained pursuant to the agreement between MU and BPI or SOLT, no Fees or Performance Fees shall be payable by Producer. Recordings made under the terms of MU's agreement with BPI dated 1st January 2011 will be automatically cleared for backing track use and substitution for use by the original artist.

8.2 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.

8.3 Where usage has not been acquired pursuant to clause 8.1, Musician shall be entitled to payment of the applicable Performance 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.

9. DOUBLING

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

10. OVERDUBBING

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

11. PORTERAGE

11.1 The applicable Fee payable to the Musician for portorage shall be subject to the following categories:

<b>Instrument</b>	<b>Fee Category</b>
Chimes, drums, marimba, vibraphone, xylophone, electric guitar, double bass	A
Electric accordion, bass saxophone, tuba, cello (there is a cap for two or more instruments in Category B)	B
Contra bassoon, bass clarinet, glockenspiel, baritone saxophone, tuba, trombone, plus one other brass instrument or mutes, French horn plus one other brass instrument, two saxophones	C
Harp, timpani, organ, electric piano, drum kit, tuba plus mutes, electric guitar plus one other instrument	D

11.2 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.

11.3 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.

12. COSTUME FITTINGS, MAKE UP

12.1 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.

12.2 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.

13. BREAKS, TRAVEL, PUNCTUALITY

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

13.2 Musicians shall be expected to meet the cost of travel between their home and engagements in the city or town where they normally provide services. If Musician(s) are required to travel to a location outside of the area in which they normally provide services, 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.

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

14. PUBLIC HOLIDAYS AND UNSOCIAL HOURS WORK

Fees payable to a Musician for engagements 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.

15. PROMOTIONAL USES

15.1 Music recorded in sound and/or vision at a recording 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 with MU.

15.2 Where Producer intends to film during the course of a session for promotional uses, Producer will advise the Musicians (or approved contractor) in advance.

15.3 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.

15.4 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.

16. MU FACILITIES

16.1 Subject to clause 16.2, Producer shall offer reasonable facilities for the accredited representatives of MU to visit its members in the UK in studios, places of rehearsals and other locations at which they are engaged.

16.2 MU acknowledge there are certain sessions (for example, those that are 'closed') that it may not be appropriate for its accredited representatives to be present.

17. DATA PROTECTION

17.1 The terms processing, personal data, controller and personal data breach shall bear the same meanings as set out in the Data Protection Legislation.

17.2 Where MU receives personal data pursuant to this Agreement, MU shall retain and use that personal data for its own purposes and shall be controller of such personal data. Producer shall remain controller of such personal data while it is in its control. The parties are not joint data controllers as each party shall determine the purpose and means of its own processing of the personal data in its control.

17.3 MU shall comply with the Data Protection Legislation applicable to controllers and process any Producer personal data in accordance with MU's privacy policy.

- 17.4 MU and Producer warrant that it shall comply with Data Protection Legislation including in relation to transfer of personal data to third countries.
- 17.5 MU warrants and represents that it shall (i) promptly notify Producer of a personal data breach and provide reasonable assistance to and cooperate with Producer, (ii) process personal data securely at all times, (iii) ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
18. GENERAL
- 18.1 Neither 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.
- 18.2 Any notice required to be given pursuant to this Agreement shall be in writing and sent by email, hand or prepaid recorded delivery, registered post or prepaid first-class post. Such notice shall be deemed received by the addressee at the time of delivery or in the case of prepaid first-class post two (2) business days in the UK after posting.
- 18.3 Nothing in this Agreement shall be deemed to constitute a partnership between the parties nor constitute any party the agent of the other party for any purpose.
- 18.4 This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes the 2020 Agreement, all other prior agreements, negotiations, and discussions between the parties.
- 18.5 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.
- 18.6 Any amendment or variation to this Agreement shall only be made by prior written agreement executed by the parties to it.
- 18.7 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.
- 18.8 This Agreement shall be governed in accordance with the laws of England and Wales. The courts of England have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Agreement.

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

Signed by )  
for and on behalf of )  
**Musicians' Union** )

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Signed by )  
for and on behalf of )  
**Producers' Alliance for Cinema and Television Limited** )

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**Annex 1**  
(Engagements)

E1. Low budget television

For television series that have a budgeted cost equal to or less than two million pounds sterling (£2,000,000) pro rata per one (1) broadcast hour or less and a minimum of thirty-seven (37) hours of Musicians' engagements are contracted: Musicians may be engaged by Producers under the low budget hourly rate Performance Fee for a minimum three (3) hour session.

E2. Low budget films

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

- a) Film with a budgeted cost equal to or less than £20 million pounds sterling (£20,000,000) and a minimum of thirty-seven (37) hours of Musician(s) engagements contracted: Musician(s) may be engaged by Producers on combined use at the Low Budget rate for a minimum three (3) hour session.
- b) Film with a budgeted cost of £5 million pounds sterling (£5,000,000) or less: Musician(s) may be engaged by Producers on combined use at the Low Budget rate for a minimum three (3) hour session.

The provisions contained in this annex 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 nondisclosure to its client, it is agreed that Producer shall provide to MU a letter to confirm the budgeted figure.

E3. **BASIC RECORDING ENGAGEMENT**

**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.

- a) **EXTENSION OF RECORDING SESSIONS**  
Sessions longer than three (3) hours in duration may be booked in advance in half hourly increments.
- b) **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.
- c) **OVERTIME**  
Musicians 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.

- d) **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.

**E14. INCIDENTAL MUSIC** [E.14 duplicated here for ease of navigation]

Incidental music recorded at a Basic Recording Engagement 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.

**E4. COMBINED USE**

This provision may be applied to any single film or programme, and production of two (2) or more episodes within Annex 2.

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 b) below.

Engagements booked on scales 3, 4 and Low Budget shall be subject to a minimum Call of three (3) hours whilst 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 C below for low budget provisions.

- b) **SCALES**

<b>SCALE</b>	<b>NUMBER OF HOURS</b>
1	2 to 36
2	37 to 350
3	351 to 800
4	801 or over
LOW BUDGET	See E1 & E2

- c) **RECORDING OF MUSIC**  
 Amount of music is 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 b) above.

e) REHEARSALS

- (i) A musician may be called separately to attend for rehearsals only (i.e. 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 provides that there is not a break of more than one and a half (1½) 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.

**E5. FOUR OUT OF FIVE HOURS**

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

a) Recording sessions

For a performance in or out of vision which shall not exceed one (1) hour duration, unless extended in accordance with clause E5 (b). Engagements shall not exceed four (4) hours, which may be spread across 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 E5 (c) shall not be taken into account when making calculations under clause 4.1 (a) (Main Agreement) and/or clause 4.1 (b) (Main Agreement).

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 in sound and 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 E5(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 E5, save that if a decision is taken within the first ten (10) minutes after the end of the performance that no retake is necessary (the **Initial Retake Period**) then no payment shall be due to the Musician for the Initial Retake Period.

E6. **MULTI-PART LIGHT ENTERTAINMENT**

E6.1 EIGHT (8) HOUR PROGRAMME SESSION

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.

## E6.2 FOUR (8) 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 sessions  
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.

## E7. 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's agreement with BPI the terms of Clause E5 (Four out of Five Hours) shall apply.

Clause 8 of the Main Agreement shall apply where:

- a Musician is required to mime to either a commercial audio recording or
  - a backing track under the terms of the 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).

**E8. SIGNATURE TUNES, IDENTIS, OPENING AND CLOSING MUSIC AND STINGS (“STOMS”)**

a) Recording sessions

Producer may engage a Musician for a three (3) hour session to record Signature Tunes, Idents and Stings.

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

- (i) 13 Episode Limited Use 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 4.1 of the Main Agreement). Further Rights can be acquired in accordance with the repeat Fees and/or further use Fees or Royalty in accordance with clause 4.3 of the Main Agreement.
- (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 Primary Rights set out in clause 4.2 of the Main Agreement.
- (iii) 2 Year Signature Tune Fee, whereupon Producer shall have the right to incorporate the music into unlimited episodes of the named series for a period commencing from the date of first transmission until the date that two (2) years subsequently. Producer may 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 to release the STOMS recordings on commercial audio recordings.
- (iv) 5 Year Signature Tune Fee, whereupon Producer shall have the right to incorporate the music into unlimited episodes of the named series for a period commencing from the date of first transmission until the date that five (5) years subsequently. Producer may 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 to release the STOMS recordings on commercial audio recordings.

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.

E9. **SHORT ITEMS**

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.

Producer may engage a Musician for

- a) a session not exceeding two (2) hours to record Short Items up to ten (10) minutes in aggregate or
- b) 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.

E10. **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, portorage, 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. 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 clause 4 of the Main Agreement 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 E11(c) or E10(d) above 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 E10 shall apply.

#### **E11. 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.

#### **E12. 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 4.3 (b) (ii) to (vii) in the Main Agreement inclusive shall be calculated on the Fee for Basic Sound Recording at the time of further use.

**E13. LISTINGS**

Musicians(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.

For items in excess of two (2) minutes Musician(s) shall be engaged in accordance with clause E9.

**E14. INCIDENTAL MUSIC**

Incidental music recorded at a Basic Recording Engagement 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.

**Annex 2**  
(Multi-Episodic Television Rates)

Including Incidental, Title Music, Re-Use fees and Low Budget TV.

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

For all other programme types, see Annex 1.

**M1. INCIDENTAL MUSIC**

a. FEES

Fees are determined by the Combined Use scales and the total number of musician hours. Producers will not require a session per episode and the music from any session can be used in a maximum of 13 episodes\* of the same series.

(\*Where episodes are only 30mins or less, they are counted as ½ an episode)

For ease of calculation, fees are listed separately below and NOT in Annex 7.

b. RE-USE FEES

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

Re-use of the music can only be applied to series of the same name beyond the current series

c. For definition of Low Budget, see clause M3 below.

**2023 FEES**

Scale	Number of hours	Minimum Call	Fee per hour	<b>TV Additional Single Series</b> Fee per hour	<b>TV Multi-Series</b> Fee per hour
1	2 to 36	2 hours	£149.19	£193.95	£223.79
2	37 to 350	2 hours	£114.44	£131.61	£143.05
3	351 to 800	3 hours	£104.26	£119.90	£130.33
4	801 or over	3 hours	£80.31	£92.36	£100.39
Low Budget	min. 37 hours	3 hours	£75.38	£86.69	£94.23



## 2024 FEES

Scale	Number of hours	Minimum Call	Fee per hour	TV Additional Single Series Fee per hour	TV Multi-Series Fee per hour
1	2 to 36	2 hours	£155.16	£201.70	£232.73
2	37 to 350	2 hours	£122.45	£140.81	£153.06
3	351 to 800	3 hours	£111.56	£128.29	£139.45
4	801 or over	3 hours	£91.56	£105.29	£114.45
Low Budget	min. 37 hours	3 hours	£79.15	£91.02	£98.94

## 2025 FEES

Scale	Number of hours	Minimum Call	Fee per hour	TV Additional Single Series Fee per hour	TV Multi-Series Fee per hour
1	2 to 36	2 hours	£159.81	£207.75	£239.72
2	37 to 350	2 hours	£127.34	£146.45	£159.18
3	351 to 800	3 hours	£117.13	£134.70	£146.42
4	801 or over	3 hours	£99.80	£114.77	£124.75
Low Budget	min. 37 hours	3 hours	£83.11	£95.57	103.89

### d. SERIES OF MORE THAN 13 EPISODES

If there are more than 13 episodes in a series, the following fee is payable for every additional episode of the series, up to a maximum of 26 episodes.

## 2023 FEES

Scale	Fee Per Additional Episode	TV Additional Single Series Fee Per Additional Episode	TV Multi-Series Fee Per Additional Episode
1	£35.81	£46.55	£53.71
2	£27.47	£35.71	£41.20
3	£25.02	£32.53	£37.53
4	£19.27	£25.06	£28.91
Low Budget	£18.09	£23.52	£27.14

## 2024 FEES

Scale	Fee Per Additional Episode	TV Additional Single Series Fee Per Additional Episode	TV Multi-Series Fee Per Additional Episode
1	£37.24	£48.41	£55.86
2	£29.39	£38.20	£44.08
3	£26.77	£34.81	£40.16
4	£21.97	£28.57	£32.96
Low Budget	£19.00	£24.69	£28.49

## 2025 FEES

Scale	Fee Per Additional Episode	TV Additional Single Series Fee Per Additional Episode	TV Multi-Series Fee Per Additional Episode
1	£38.35	£49.86	£57.53
2	£30.56	£39.73	£45.84
3	£28.11	£36.55	£42.17
4	£23.95	£31.14	£35.93
Low Budget	£19.95	£25.93	£29.92

### e. ACQUIRING MUSIC RE-USE RIGHTS SUBSEQUENTLY

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

However, for ease of calculation, the following table provides the uplifts as percentages. Percentage uplifts are based on total fees (excluding portorage) and must always be calculated at the current rate.

Scale	TV Additional Single Series (Use of the music in one further series)	TV Multi-Series (Use of the music in all future series)
1	30%	50%
2	15%	25%
3	15%	25%
4	15%	25%
Low Budget	15%	25%

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

## M2. TITLE MUSIC

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

Where a single programme or series has more than 8 episodes, the following Title Music rates apply:

a. STANDALONE TITLE MUSIC SESSION – up to 13 episodes

A standalone Title Music session (ie where no incidental music is recorded) is paid per hour with a minimum call of 2 hours shown in the fees tables below as “**Title Music**”.

b. TITLE MUSIC & INCIDENTAL MUSIC – up to 13 episodes

Where incidental sessions are booked for the production, Title Music can also be recorded within those sessions. The fees for that session should be paid as follows:

- Scale 2, 3, 4 or Low Budget  
Minimum call of 3 hours, shown in the left column of fees the table below as “**Title Music / Incidental Music**” rate x 2 hours + 1 hour (Combined Use – Incidental). Any Incidental Music hours should be paid at the relevant hourly Combined Use rate for incidental music.
- Scale 1  
Minimum Call of 2 hours, shown in the left column of fees table below as “**Title Music**”. Any Incidental Music hours recorded should be paid at the relevant hourly Combined Use rate.

Title Music recording sessions may be extended to enable the recording of the Title Music 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. RE-USE FEES

Producers can pay a higher hourly rate (see rates table below) for use of the Title Music in one further series (**TV Additional Single Series**), or for use in all future series of the same programme (**TV Multi-Series**) beyond the current series.

Re-use of the Title Music can only be applied to series of the same name beyond the current series.

**2023 FEES**

TV Single Series	<b>TV Additional Single Series</b> Per Hour	<b>TV Multi-Series</b> Per Hour	Minimum Call
<b>Title Music / Incidental Music</b> Fee Per Hour: £149.19	£223.79	£298.38	2 hours + 1 hour (Incidental)
<b>Title Music</b> Fee Per Hour: £179.03	£268.54	£358.06	2 hours

**2024 FEES**

TV Single Series	<b>TV Additional Single Series</b> Per Hour	<b>TV Multi-Series</b> Per Hour	Minimum Call
<b>Title Music / Incidental Music</b> Fee Per Hour: £155.16	£232.74	£310.32	2 hours + 1 hour (Incidental)
<b>Title Music</b> Fee Per Hour: £186.19	£279.28	£372.38	2 hours

**2025 FEES**

TV Single Series	<b>TV Additional Single Series</b> Per Hour	<b>TV Multi-Series</b> Per Hour	Minimum Call
<b>Title Music / Incidental Music</b> Fee Per Hour: £159.81	£239.72	£319.62	2 hours + 1 hour (Incidental)
<b>Title Music</b> Fee Per Hour: £191.77	£287.65	£383.54	2 hours

## d. SERIES OF MORE THAN 13 EPISODES (TITLE MUSIC)

If there are more than 13 episodes\* in a series, the following fee is payable for every additional episode of the series, up to a maximum of 26 episodes. (\*Where episodes are only 30mins or less, they are counted as ½ an episode)

## 2023 FEES

<b>Title Music / Incidental Music</b> Fee Per Additional Episode	<b>Title Music</b> Fee Per Additional Episode	<b>TV Additional Single Series</b> Fee Per Additional Episode	<b>TV Multi-Series</b> Fee Per Additional Episode
£23.87	£28.64	£42.97	£57.29

## 2024 FEES

<b>Title Music / Incidental Music</b> Fee Per Additional Episode	<b>Title Music</b> Fee Per Additional Episode	<b>TV Additional Single Series</b> Fee Per Additional Episode	<b>TV Multi-Series</b> Fee Per Additional Episode
£24.82	£29.79	£44.68	£59.58

## 2025 FEES

<b>Title Music / Incidental Music</b> Fee Per Additional Episode	<b>Title Music</b> Fee Per Additional Episode	<b>TV Additional Single Series</b> Fee Per Additional Episode	<b>TV Multi-Series</b> Fee Per Additional Episode
£25.57	£30.68	£46.03	£61.37

### e. ACQUIRING TITLE MUSIC RE-USE RIGHTS SUBSEQUENTLY

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

However, for ease of calculation, the following table provides the uplifts as percentages. Percentage uplifts are based on total fees (excluding portorage) and must always be calculated at the current rate.

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

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

### M3. LOW BUDGET TV

If a TV series has a budgeted cost equal to or less than £2,000,000 (two million pounds) sterling pro rata per one broadcast hour or less, (total production budget for all episodes of £2,000,000 pro rata, per broadcast hour or less), and a minimum of thirty-seven (37) hours of Musician(s) engagements are contracted, Producer may engage the Musician(s) under the Low Budget hourly rate Performance Fee for a minimum three (3) hour session.

Music Re-Use Fees can also be paid under the Low Budget provisions above.

### **Annex 3**

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

- G1. 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 4 of the Main Agreement. Producer shall be entitled to acquire Further Rights in accordance with clause 4.3 of the Main Agreement.
- G2. 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.
- G3. 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.
- G4. 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.
- G5. The provisions of clause E13, Annex 1 may also be applied to this Annex 3.

## **Annex 4**

(Dubbing commercial audio recordings into television programmes)

- D1. 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.
- D2. This Annex 4 concerns the use of recordings made under terms and conditions agreed between MU and BPI on behalf of their respective members.
- D3. Subject to paragraphs D6 and D7 of this Annex 4 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.

- D4. 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.
- D5. 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.).
- D6. 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 8 of the Main Agreement.
- D7. Exceptions to the principles contained in paragraphs D5 and D6 of this Annex 4 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.

- D8. 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 5**

### **(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 6**  
 (Consent Form)

**Please ensure Musician retains original copy, Producer retains a copy, and a copy is forwarded to the Musicians' Union**

Production Company		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 Rights (Clause 4.3) and/or Commercial Audio Release (Clause 7) if applicable			
Description			
Percentage payments		Sub 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 UK GDPR, 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 \_\_\_\_\_ PPL \_\_\_\_\_

## Annex 7

(Fees and Performance Fees – 2023-2025 inclusive)

Clause	2023	2024	2025
<b>ENGAGEMENT FEES (Annex 1)</b>			
E1 & E2 Low Budget (per hour) – <i>new rate</i>	£75.38	£79.15	£83.11
<b>E3. Basic Recording Engagement</b>			
E3 Minimum recording session	£218.14	£229.04	£240.50
E3 (a) Extension of recording session	£36.35	£38.17	£40.08
E3 (b) Extension of recording session after a break	£72.71	£76.35	£80.17
E3 (c) Overtime	£21.84	£22.93	£24.08
<b>E4. COMBINED USE</b>			
E4 (b) Scale 1 (per hour)	£149.19	£155.16	£159.81
E4 (b) Scale 2 (per hour)	£114.44	£122.45	£127.34
E4 (b) Scale 3 (per hour)	£104.26	£111.56	£117.13
E4 (b) Scale 4 (per hour)	£80.31	£91.56	£99.80
E4 (b) Low Budget (per hour) – <i>new rate</i>	£75.38	£79.15	£83.11
<b>E4 (d) Combined Use OVERTIME</b>			
E4 (d) Scale 1 (per fifteen (15) minutes)	£44.51	£46.29	£47.68
E4 (d) Scale 2 (per fifteen (15) minutes)	£35.04	£37.50	£39.00
E4 (d) Scale 3 (per fifteen (15) minutes)	£31.52	£33.73	£35.42
E4 (d) Scale 4 (per fifteen (15) minutes)	£24.37	£27.79	£30.29
E4 (d) Low Budget (per fifteen (15) minutes)	£22.88	£24.02	£25.22
E4 (e) REHEARSAL (per hour)	£73.75	£77.44	£81.31
<b>E5. FOUR OUT OF FIVE HOURS</b>			
E5 (a) Recording session	£217.98	£228.88	£240.32
E5 (b) Extension of recording session	£21.84	£22.93	£24.08
E5 (c) Additional rehearsal	£15.89	£16.68	£17.51
E5 (d) Selective pre-recording sound only	£50.19	£52.70	£55.33
E5 (d) Selective pre-recording sound and vision	£68.70	£72.14	£75.74
<b>E6. MULTI-PART LIGHT ENTERTAINMENT</b>			
<b>E6.1 EIGHT (8)-HOUR SESSION</b>			
E6.1 (a) Recording session (8 hour programme)	£786.60	£794.47	£802.41
E6.1 (b) Extension of recording session (8 hour programme) (per hour, up to two (2) hours)	£50.35	£50.85	£51.36
E6.1 (b) Extension of recording session (8 hour programme) (per hour, third and subsequent hour(s))	£69.24	£69.93	£70.63
E6.1 (c) Additional performance time	£12.63	£12.76	£12.88
E6.1 (d) Breaks	£24.90	£25.15	£25.40
E6.1 (e) Overtime	£24.90	£25.15	£25.40
<b>E6.2 FOUR (4)-HOUR SESSION</b>			
E6.2 (a) Recording session (4 hour)	£635.54	£641.90	£648.32
E6.2 (b) Extension of recording session	£79.44	£80.23	£81.03
E6.2 (d) Overtime per fifteen (15) minutes	£47.65	£48.13	£48.61

<b>E7. MIMING</b>			
E7 (a) Recording session (per hour)	£29.06	£30.52	£32.04
E7 (b) Overtime	£17.22	£18.08	£18.99
<b>E8. STOMS</b>			
E8 (a)(i) 13 Episode Signature Tune Limited Use Fee	£264.38	£269.67	£275.07
E8 (a)(ii) 13 Episode Signature Tune Combined Fee	£489.04	£498.82	£508.80
E8 (a)(iii) 2 Year Signature Tune Fee	£537.74	£548.50	£559.47
E8 (a)(iv) 5 Year Signature Tune Fee	£602.00	£614.04	£626.32
<b>E9. SHORT ITEMS</b>			
E9 (a) Short Items (2 hour)	£118.97	£124.91	£131.16
E9 (b) Short Items (1 hour)	£81.95	£86.05	£90.35
<b>E10. RELAY</b>			
<b>E10 (a) Combined Use Relay Fee</b>			
E10 (a) 1 to 10 players (per hour)	By individual negotiation		
E10 (a) 11 to 20 players (per hour)	£503.40	£503.40	£508.43
E10 (a) 21 to 29 players (per hour)	£377.60	£377.60	£381.38
E10 (a) 30 plus players (per hour)	£251.70	£251.70	£254.22
<b>E10 (b) Limited use Relay Fee</b>			
E10 (b) 1 to 10 players (per hour)	By individual negotiation		
E10 (b) 11 to 20 players (per hour)	£211.85	£216.09	£220.41
E10 (b) 21 to 29 players (per hour)	£170.09	£173.49	£176.96
E10 (b) 30 plus players (per hour)	£128.37	£130.93	£133.55
<b>E10 (c)(i) Patching (at performance – three (3) hours)</b>			
E10 (c)(i) 1 to 10 players	By individual negotiation		
E10 (c)(i) 11 to 20 players	£211.85	£216.09	£220.41
E10 (c)(i) 21 to 29 players	£170.11	£173.51	£176.98
E10 (c)(i) 30 plus players	£128.37	£130.93	£133.55
<b>E10 (c)(ii) Patching (separate Call – three (3) hours)</b>			
E10 (c)(ii) 1 to 10 players	By individual negotiation		
E10 (c)(ii) 11 to 20 players	£211.85	£216.09	£220.41
E10 (c)(ii) 21 to 29 players	£211.85	£216.09	£220.41
E10 (c)(ii) 30 plus players	£172.07	£175.52	£179.03
<b>E10 (d) Overtime (Combined Use Relay Fee)</b>			
E10 (d) 1 to 10 players (per hour)	By individual negotiation		
E10 (d) 11 to 20 players (per hour)	£151.00	£151.00	£152.51
E10 (d) 21 to 29 players (per hour)	£113.30	£113.30	£114.43
E10 (d) 30 plus players (per hour)	£75.55	£75.55	£76.31
<b>E10 (d) Overtime (Limited use Relay Fee)</b>			
E10 (d) 1 to 10 players (per hour)	By individual negotiation		
E10 (d) 11 to 20 players (per hour)	£63.60	£64.87	£66.17
E10 (d) 21 to 29 players (per hour)	£51.05	£52.07	£53.11
E10 (d) 30 plus players (per hour)	£42.02	£42.86	£43.72
<b>E11. SEPARATE REHEARSAL CALLS</b>			
E11 (a) Separate Rehearsal Call (per hour)	£72.71	£76.35	£80.17
E11 (b) Extension of Separate Rehearsal Call	£36.36	£38.18	£40.09
E11 (c) Overtime	£33.04	£34.70	£36.43
<b>E13. LISTINGS</b>			
E13 (b) Listings (NATIONAL programmes)	£66.08	£69.38	£72.85
E13 (b) Listings (REGIONAL programmes)	£33.04	£34.70	£36.43

MAIN AGREEMENT			
<b>5. EXTRACTS</b>			
5.3 High content use	£545.69	£572.97	£601.62
5.4 (i) Religious and educational programmes	£109.62	£115.10	£120.86
5.4 (ii)(a) Any other programmes (BACKGROUND use)	£163.85	£172.05	£180.65
5.4 (ii)(b) Any other programmes (FEATURED use)	£217.98	£228.88	£240.32
5.5 Clip Fees from Films	£3,277.26	£3,441.12	£3,613.18
<b>6. COMPILATIONS</b>			
6.1 Compilations – Limited Use	£32.08	£33.68	£35.37
6.2 Compilations – Combined Use	£49.54	£52.02	£54.62
<b>11. PORTERAGE</b>			
11.1 Category A	£31.16	£32.09	£33.05
11.1 Category B	£22.02	£22.68	£23.36
11.1 Category B (cap of two (2) or more instruments)	£31.16	£32.09	£33.05
11.1 Category C	£14.20	£14.63	£15.07
11.1 Category D	By individual negotiation		
<b>12. COSTUME FITTINGS &amp; MAKE UP</b>			
12.1 Costume fittings & make up (separate attendance min 2hrs)	£52.87	£55.51	£58.29
12.2 Costume fitting & make up (prior to recording) per hour	£26.41	£27.73	£29.11
ESTABLISHED SELF CONTAINED GROUP(S) (Annex 3)			
<b>ESTABLISHED SELF-CONTAINED GROUP(S)</b>			
G2 Fee for Engagement	£264.40	£272.33	£280.50
G3 Extension to Engagement	£32.41	£33.39	£34.39
G3 Extension to Engagement (after break)	£64.82	£66.76	£68.77
DUBBING COMMERCIAL AUDIO RECORDINGS INTO WORKS (Annex 4)			
<b>DUBBING COMMERCIAL AUDIO RECORDINGS</b>			
Fee per thirty (30) seconds	£26.41	£27.73	£29.11