

# Musicians' Union Agreement for Approved Contractors

An agreement made on \_\_\_\_\_ between the Musicians' Union of 30 Snowfields, London. SE1 3SU (hereinafter referred to as the MU) and the individual/s referred to in Schedule 1 of this Agreement (hereinafter referred to as the Contractor, Director/s or Partners), under which it is agreed that in consideration of the MU authorising its members to accept all types of recording and broadcasting engagements through the Contractor, the Contactor, the Director/s or Partners as appropriate, agree:

1. To accept and observe principals of contract (written or oral) for engagements with members of the MU. As guidance, a confirmed booking for a specific recording session where fee is either separately agreed or understood to be a standard MU agreed rate, should constitute a contract in law.
2. To ensure at least minimum rates and terms are adhered to within all MU Collective Bargaining Agreements (CBAs).
3. To ensure that any booking of musicians falls in line with any MU bookings confirmation policy that the MU may have from time to time.
4. Where a contract is offered which is either outside the terms of one of the MU's CBAs, or represents a new agreement, then the MU reserves the right to negotiate terms on behalf of its members.
5. To ensure the MU is supplied with copies of all consent forms or standard MU contracts, and booking sheets in order that the MU can keep records of musicians who perform on recordings made under its industry agreements with a view to seeking further payment for new or re-use of that recording. Forms should be submitted within 28 days of completion of a project.
6. To use best endeavours to ensure that the consent of performers, required by the Copyright, Designs and Patents Act 1988 (and any future amendments) is obtained in a form approved by the MU.
7. To co-operate in the operation of any collection and distribution system for secondary fees established by the MU in respect of any class of engagement.
8. When distributing payments to musicians, for instance royalty payments, to ensure musicians receive timely, adequate and sufficient information including for example modes of exploitation and remuneration due.
9. To keep clear and accurate records of all contracts whether oral or in writing and to allow their examination by the MU in the case of any dispute about the fees or payments made to musicians.
10. To pay all fees due to musicians within 28 days of the session to which they are related or within 10 days of receipt from the engager, whichever is the sooner, except where the relevant collective bargaining agreement provides for earlier payment or payment on the day of the session.
11. To guarantee the observance and performance of the clauses in this Agreement, in particular with regard to Clause 7, and if more than one Director/Partner they shall be jointly and severally liable.
12. To ensure that the Contractor is present for the duration of all sessions or represented by a person duly authorised to act on behalf of the Contractor.
13. To only permit the use of recording techniques and practices that are approved by the MU.
14. To provide a safe and inclusive working environment, free from harassment and

musicians will be treated with respect and not discriminated against on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation.

The MU actively opposes all forms of discrimination and is committed to creating diverse, inclusive and safe workplaces. Find out more: [Music Sector Code of Practice](#)

**The MU further agrees that the Contractor, if a member of the MU, will be eligible for discretionary legal aid in respect of contracts within the scope of this Agreement and that the Contractor shall be informed of any recording, film or other engaging company found by the MU to be in default to another registered Contractor.**

**This Agreement shall be binding until terminated by any party giving 10 days written notice to the other.**

**SCHEDULE 1**

<b>CONTRACTORS ADDRESS</b>	
First Line	
Second Line	
Town	
Post Code	
<b>TELEPHONE</b>	
Mobile	
Work	
<b>EMAIL</b>	
Please complete relevant details as appropriate below	
<b>INDIVIDUAL CONTRACTOR</b>	
Trading Name	
<b>COMPANY</b>	
Trading Name	
Directors	
<b>PARTNERSHIP</b>	
Trading Name	
Partners	

Signed by the Contractor (each Partner/Director in the case of a company or partnership) .....

.....Date.....

Signed for the MU .....Date.....

**Privacy is important to us. The MU Complies with UK GDPR and the Data Protection Act 2018. By signing this agreement it will be deemed you have read our Privacy Policy here: <https://musiciansunion.org.uk/privacy-policy>**