

For the Engagement of a Musician for Casual Orchestral Concerts



An agreement made on ____ / ____ / ____ (date)

between _____

of _____

(being the management of the engaging orchestra and hereinafter called "the Management") of the one part

and _____

of _____

(hereinafter called "the Musician") of the other part

WHEREBY IT IS AGREED THAT:

INSTRUMENT, POSITION AND FEE

The Management hereby engages the Musician to perform as _____ (instrument) _____

(Section Principal/ Principal/ Sub-Principal/ Rank and File) in the Management's orchestra, and the Musician accepts

an engagement to perform and rehearse at a fee of _____ (£) (plus VAT if applicable) payable

on _____. The above fee and all further payments shall not be less than the official Musicians' Union

rates for this type of engagement in force on the dates specified in Clause 2 below.

DATE(S), TIME(S) LOCATION(S) AND DRESS

The engagement shall consist of the following sessions:

Session(s)	Date(s)	Time(s)	Location(s)	Dress
Rehearsal(s)	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Concerts	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

OVERTIME

Overtime on any rehearsal or concert is limited to one hour and will be paid in accordance with the official Musicians' Union rates for this type of engagement in force on the dates specified in Clause 2 above within 7 days of invoicing.

DOUBLING

If the Musician is required to bring more than one instrument to any session, the fee in Clause 1 shall include an additional amount to comply with the Musicians' Union rate for 'doubling' for this type of engagement in force on the dates specified in Clause 2.

OUT OF TOWN FEES

If the Musician is engaged to perform or rehearse at a location more than 15 miles away from his/her normal centre of employment, 'Out of Town' fees shall be paid in accordance with the recommended Musicians' Union live rate for this type of engagement in force on the dates specified in Clause 2 above.

RAIL FARES

If the Musician is engaged to perform or rehearse at a location more than 15 miles away from his/her normal centre of employment and transport is not provided by the Management, the Musician shall be paid second class return rail fare.

LIMITATION ON COACH TRAVEL

The Musician shall not be required to travel more than 250 miles by coach during any period of 24 hours.

OVERNIGHT STAY

If the engagement involves an overnight stay and suitable accommodation is not provided by the Management, or if the time to return to the Musician's normal centre of employment by coach or other public transport would be after 2.00 a.m. the Musician shall be paid an amount no less than the official Musicians' Union rate for "overnight stays" for this type of engagement in force on the dates specified in clause 2 above.

LATE RETURN PAYMENT

If the Musician's time of return to his/her normal centre of employment is between midnight and 2.00 a.m. the Musician shall be paid "late return payment" in accordance with the official Union rate for this type of engagement in force on the dates specified in Clause 2 above.

PORTERAGE

The Musician shall be paid portorage payments, where applicable, in accordance with the official Musicians' Union portorage rates for this type of engagement in force on the dates specified in Clause 2 above.

BROADCASTING AND RECORDING

The Musician shall not be under any obligation to permit his/her performance to be recorded or transmitted and the Contractor shall not be entitled to arrange or permit any recording or transmission of the Musician's performance without the prior written agreement of the Musician .

NO MODIFICATION

This Agreement may not be modified or cancelled except by mutual consent, in writing and signed by both parties. Any rider attached hereto and signed by both parties shall be deemed incorporated into this Agreement.

SIGNED _____ (*Authorised signatory for) THE MANAGEMENT

Name in Capitals _____

Phone Number _____ Fax Number _____

Email address _____

SIGNED _____ (*Authorised signatory for) THE MUSICIAN

Name in Capitals _____

Phone Number _____ Fax Number _____

Email address _____

(*Delete if not applicable)

One copy to be retained by the Hirer and one copy by the Band Leader.

NB Fully paid up MU members are insured personally in respect of legal liability that may arise following injury or damage to members of the public. The limit of indemnity is £10m. This policy is only operative whilst the individual registered member is performing, rehearsing or auditioning either solo or as part of a group, band or orchestra and/or whilst teaching, either at the member's own home or in a public place, including transit to and from.