

## For the engagement of an individual musician for a recording session.

This contract is only to be used for sessions where PACT or BPI consent forms are not appropriate.



This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

between \_\_\_\_\_ (insert full name of the performer)

of \_\_\_\_\_

\_\_\_\_\_ (insert address of performer) ('Performer')

and \_\_\_\_\_

(Insert full name of individual(s) or limited company making recording. If using a trading name insert full name of individual(s) or limited company above and insert trading name here:

t/a \_\_\_\_\_)

of \_\_\_\_\_

\_\_\_\_\_ (insert address of producer) ('Producer')

Studio/location \_\_\_\_\_ Session date(s) \_\_\_\_\_

Contractor (if any) \_\_\_\_\_

Title(s) recorded (use working title if necessary)

1 \_\_\_\_\_ 2 \_\_\_\_\_

3 \_\_\_\_\_ 4 \_\_\_\_\_

5 \_\_\_\_\_ 6 \_\_\_\_\_

7 \_\_\_\_\_ 8 \_\_\_\_\_

Fees  + VAT  =

Performer hereby agrees that upon payment in full of the fees (plus VAT if applicable) set out above within 28 days of the date of this contract, s/he will grant to Producer such consents as may be necessary pursuant to Part II of the Copyright Designs & Patents Act 1988 (as the same may be amended or re-enacted) ('the Act') to enable Producer to use the Performer's recorded performance(s) of the above Title(s) made at the above studio/location on the above session date(s) by way of: (Delete as appropriate)

Either Incorporation into a commercial gramophone recording (phonogram) for

- (a) Supply to the public, and
  - (b) Public performance and broadcast (as defined under the Act) to such extent as is licensed by Phonographic Performance Limited ('PPL');
- OR: Non-broadcast archive/promotional use in an audio or audio-visual recording;
- OR: Incorporation into the soundtrack of a cinematograph film or television programme;
- OR: Incorporation into a videogram recording for sale or rental to the public;
- OR: Incorporation into a recorded advertisement;
- OR: Making available to the public by electronic transmission in such a way that members of the public may access the recording(s) at a place and at a time individually chosen by them.

Performer hereby confirms that the Musicians' Union is authorised to act as his/her representative in respect of all uses not consented to above of his/her recorded performance of the Title(s) wherever in the world such uses occur or are contemplated.

Signed by Producer \_\_\_\_\_ Date \_\_\_\_\_

Signed by Performer \_\_\_\_\_ Date \_\_\_\_\_

Performer's MU membership no \_\_\_\_\_ PPL PID \_\_\_\_\_

Note: Late Payment of Commercial Debts (Interest) Act 1998. Interest at 8% above the UK clearing banks' base rate is applicable to all Fees paid late.

The copyright in this contract belongs to the Musicians' Union, 60—62 Clapham Road, London, SW9 0JJ