

## SESSION AGREEMENT

This Session Agreement should be completed in CAPITAL LETTERS and signed by the Musician and the Commissioning Record Label. Three copies should then be made. One copy should be retained by the Musician; one copy should be retained by the Commissioning Record Label; and one copy should be sent to the MU by either email: [session.agreements@theMU.org](mailto:session.agreements@theMU.org); or post: BPI Session Agreements, MU HQ, 60-62 Clapham Road, London, SW9 0JJ; or fax: 020 7793 9185.

Once signed by both parties this Session Agreement shall constitute a legally binding contract between the Commissioning Record Label and the Musician in respect of the relevant Session(s). This Session Agreement incorporates the terms and conditions of the agreement between the BPI (British Recorded Music Industry) Limited and the Musicians' Union dated 1 June 2011 (the "New BPI & MU Agreement"), a copy of which can be viewed or downloaded at [www.bpi.co.uk](http://www.bpi.co.uk) and [www.theMU.org](http://www.theMU.org). All defined terms in the New BPI & MU Agreement shall bear the same meanings in this Session Agreement. In the event of any conflict between this Session Agreement and the New BPI & MU Agreement then this Session Agreement shall prevail.

In consideration of the payment by the Commissioning Record Label to the Musician of the relevant Session Fee(s) and any applicable Additional Fee(s) or Commercial Use Fee(s) provided by the New BPI & MU Agreement and/or detailed below, the Musician assigns to and grants to, or waives in favour of the Commissioning Record Label all of the Musician's rights and consents in respect of the Recording(s) made at such Session(s) as are set out in the New BPI & MU Agreement (save as expressly excepted or otherwise provided therein).

The Musician hereby consents to the MU and/or Commissioning Record Label and/or VPL processing his/her personal data (including sensitive personal data) in connection with the Recordings made under this Agreement and disclosing such data to third parties where the MU and/or the Commissioning Record Label and /or VPL reasonably consider such disclosure to be for the Musician's benefit.

The Commissioning Record Label hereby agrees to pay its respective Applicable Percentage in accordance with Clause 11 of the New BPI & MU Agreement, and further agrees and acknowledges that this provision may be enforced by the MU under the Contracts (Rights of Third Parties) Act 1999.

<b>1. Session Date(s):</b>			
<b>2. Artist/Band:</b>	Full Name: .....		
<b>3. Commissioning Record Label:</b>	Full Name: .....		
<b>4. Musician Details:</b>	Full Name: ..... D.O.B. (optional): ..... MU Number: ..... PPL ID No: ..... Address: ..... Instrument(s): ..... ..... ..... Email Address: .....		
<b>5. Studio/Venue:</b>			
<b>6. Producer (if any):</b>	Full Name: .....		
<b>7. Contractor (if any):</b>	Full Name: ..... Email Address: .....		
<b>8. Type of Session (insert number):</b>	<input type="checkbox"/> Standard (3 hours)	<input type="checkbox"/> Long (4 hours)	<input type="checkbox"/> Short (2 hours)      Start Time(s): .....
<b>9. Nature of Session(s) (tick):</b>	<input type="checkbox"/> Audio Session	<input type="checkbox"/> Audiovisual Session	<input type="checkbox"/> Visual Session
<b>10. Type of Recording (tick):</b>	<input type="checkbox"/> Non-Classical Recording	<input type="checkbox"/> Classical Recording	
<b>11. Title(s) of Compositions Recorded:</b> (Please continue overleaf if more than 6 compositions recorded)	1. ....	4. ....	2. ....
	3. ....	6. ....	5. ....
<b>12. (Classical Recordings only) Type of Musician (tick):</b>	Session 1: <input type="checkbox"/> Section Principal <input type="checkbox"/> Principal <input type="checkbox"/> Sub-principal <input type="checkbox"/> Rank & File	Session 2: <input type="checkbox"/> Section Principal <input type="checkbox"/> Principal <input type="checkbox"/> Sub-principal <input type="checkbox"/> Rank & File	Session 3: <input type="checkbox"/> Section Principal <input type="checkbox"/> Principal <input type="checkbox"/> Sub-principal <input type="checkbox"/> Rank & File
<b>13. Session Fee(s):</b>	£ .....	Audiovisual Commercial Use Fee (£25 per Session): YES / NO / TBC (Please circle)	£ .....
<b>14. Additional Fee(s) (insert number and calculate fee as percentage of the Session fee):</b>	<input type="checkbox"/> Overdub (110%)	<input type="checkbox"/> Doubling (25%)	<input type="checkbox"/> Trebling (40%) <input type="checkbox"/> Double Rates (100%) <input type="checkbox"/> Portorage (Per Schedule B New BPI & MU Agreement) <input type="checkbox"/> Overtime ( ) minutes (non-classical 25% per 15 minutes) (classical 10% per 15mins)
	£ .....	£ .....	£ .....
<b>15. Total Fee(s) payable by Commissioning Record Label:</b>	<b>Total: £</b> .....	<b>+ VAT (if applicable) =</b> .....	<b>£</b> .....
<b>16. Musician's Signature and Date:</b>	Signed: .....	Date: .....	
<b>17. Authorised Signatory on Behalf of the Commissioning Record Label:</b>	Signed: .....	Date: .....	
	Full Name: .....		