

Contract for Music at Special Services

The Musician

Name _____

Address _____

Postcode _____

Telephone _____

Email _____

The Engager

Name _____

Address _____

Postcode _____

Telephone _____

Email _____

The Engager engages the Artist to perform at the Service listed below on the following Terms and Conditions and agrees to be bound by these Terms and Conditions.

Signed _____ Date _____
 (The Engager)

The Musician agrees to perform at the Service listed below on the following Terms and Conditions and agrees to be bound by these Terms and Conditions.

Signed _____ Date _____
 (The Musician*)

** If the music at the Service is to be provided by a group of musicians acting in partnership, this Agreement should be signed on behalf of the partnership by one of the musicians/partners who is authorised by the partnership to sign on the partnership's behalf.*

Service

Nature of Service (wedding, funeral, memorial service etc) _____

Date and Time _____

Venue _____

Music to be performed

Fees

Fees must be paid by the Engager to the Musician by no later than the date of the Service.

Performance fee £ _____

Recording consent fee £ _____
 (see condition 3 overleaf)

VAT (if applicable) £ _____

TOTAL £ _____

Conditions

1. The Musician undertakes to perform at the Service listed on Page 1 and the Engager undertakes to pay the Musician the agreed Fees.
2. The Engager shall ensure that no part of the Musicians performance at the Service is recorded, reproduced or transmitted without the prior written consent of the Musician.
3. If the Service is recorded the Engager undertakes to pay the Musician an additional Recording Consent Fee equal to 100% of the agreed Performance Fee in the case of video recordings and 50% of the agreed Performance Fee in the case of audio recordings.
4. If the Service is recorded the Engager undertakes that the recording, or extracts from the recording, will not be commercially exploited in any way.
5. If the Engager cancels the Musician's performance at the service, the Engager shall immediately notify the Musician of this in writing and pay the Musician a cancellation fee set in relation to the length of notice given prior to the date of the Performance:
 - (a) notice of four weeks or less - 100% of the Fees plus any Expenses incurred;
 - (b) notice of more than four weeks but not more than 12 weeks - 75% of the Fees plus any Expenses incurred;
 - (c) notice of more than 12 weeks but not more than 26 weeks - 50% of the Fees plus any Expenses incurred;
 - (d) notice of more than 26 weeks - 25% of the Fees plus any Expenses incurred.
6. If the Musician is unable to fulfil any part of this Agreement through illness or other cause beyond his control, he will use his best endeavours to provide a suitable deputy but will be under no further obligation to the Engager.
7. The Agreement shall be subject to the laws of the jurisdiction of the location of the Service and any dispute relating to the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.