

# Performance contract reference notes

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These notes are for reference purposes only. Access to this contract template and these notes does not constitute the provision of legal advice by either the ISM or its partners. Those using the contract and these notes do so strictly on the basis that no liability, in relation to the use of the contract or the notes, is accepted by the ISM or its partners.

You are strongly advised to seek independent legal advice before entering into any contract. ISM full and student members are entitled to free legal advice in relation to the use of these template contracts from the ISM legal team.

This agreement may be used where one musician or a group of musicians has been booked for a live performance. Usually the promoter will generate this agreement, but where the promoter has failed to do so, it would be useful for the musician to be able to supply the agreement instead.

## Notes on individual clauses:

**Fees and expenses** – If the Artist needs to bring bulky equipment or instruments, or is doubling on more than one instrument, any extra travel and portage expenses that are agreed with the Promoter should be noted on this front page, and if added by hand should be initialled by both parties when they sign the contract.

## Terms and Conditions:

**Clause 7(a)** – The composer’s prior consent referred to here is required if a recording is made of a work that is in copyright. The consent takes the form of a mechanical licence, which can be obtained either through PRS or by going direct to the composer or their publisher. In the context of this clause, it would be the responsibility of the promoter (or whoever is making the recording) to organise this.

**Clause 9** – The payments to PRS referred to here are those that relate to the right to perform in public a work that is in copyright. The PRS licence and fees are the venue’s responsibility and they must report to PRS the repertoire that is performed in the venue.

**Clause 19** – The alternative clause should be used where the performance is not in the UK. A possible consequence of Brexit could be that it will become difficult to enforce in the UK a court order obtained in another EU member state for payment of damages, late fees and debts. If that is a concern, then the alternative arbitration clause should be used, since an award obtained through arbitration can be enforced internationally. Please select the UK country in which you are resident.