

# Performers Pack

## Make Music Work advice series

The Incorporated Society of Musicians (ISM) is the UK's professional body for musicians and a nationally recognised subject association for music. Since 1882, we have been dedicated to promoting the importance of music and protecting the rights of those working in the music profession. We support 9,000 members across the UK and Ireland with our unrivalled legal advice and representation, comprehensive insurance and specialist services.

Our members come from all areas of the music profession and from a wide variety of genres and musical backgrounds. As well as working musicians, our membership also includes recent graduates, part-time and full-time music students, and retired musicians.

We campaign tirelessly in support of musicians rights, music education and the profession as a whole. We are a financially independent not-for-profit organisation with no political affiliation. This independence allows us the freedom to campaign on any issue affecting musicians.

ISM Make  
Music  
Work

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# Introduction

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The ISM Performers' Pack brings together top tips, invaluable advice from our experts, and a template contract to help you further your career as a performer and navigate the world of promoters, venues, booking agents and festivals with confidence.

This pack is part of the ISM's Make Music Work series of advice, guidance, training and support. It has been put together in partnership with the ISM Performers Special Interest Group, a group of professional performers with vast experience, along with other ISM members who perform professionally on a regular basis.

Our Performance contract covers everything from cancellation fees to unauthorised recordings of concerts. You should always seek legal advice before signing any contract. ISM members get one-to-one legal advice and guidance from our expert in-house legal team, as well as essential insurances, as part of their membership. To find out more about ISM membership, visit [ism.org/join](https://ism.org/join).

The pack also includes advice on how to join PPL, the collecting society for performers' royalties.

# Top 10 tips for getting booked for live performances

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## 1. Get a website

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Building and designing a website doesn't have to be expensive. If you are technically minded and have a good eye for design you can do this yourself through website platforms like [Wordpress](#) or [Weebly](#) but it is advisable to seek advice from an industry professional who knows what promoters are looking for from musicians' websites.

If you are not prepared to design the website yourself, then set aside a small amount of money to get a professional to do this for you.

Make sure your website is optimised for mobile devices as over 50% of people who will view your site will be doing so on smart phones or tablets.

Having a good presence online is vital to securing work in a crowded marketplace. It is important that your website is attractive and easy to navigate. It should clearly outline your work and include video and audio clips. This will give promoters, festivals and agents the information they need. Also, ensure that you display your contact details clearly.

[Impulse Music Consultants](#) offer ISM members discounted marketing advice and web page design and [Select Performers](#) also offer web design services to ISM members at a discounted rate.

## 2. Use social media to make connections and promote yourself

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Social media platforms are now an important place for promoters and journalists to get information about you and your work and can often be their first port of call. They will expect your social media profiles to be the most up-to-date source of information about you.

Twitter provides you with a great opportunity to communicate with a global audience and make valuable contacts. It is easy for you to reach out to promoters, festivals and other industry contacts using Twitter.

To develop a following, musicians need to interact with others. Regularly posting engaging tweets, pictures or short video clips of what you are doing, sharing interesting information and asking and answering questions are good ways to develop a following.

Facebook is the other major platform that musicians choose to advertise their work. Facebook business pages are a powerful marketing tool for musicians and they have an advertising system built into them which can be used to target the type of people you need to reach. Facebook is a visual medium; great photos and video can be powerful and should be the focus for this platform.

**Tip:** Twitter and Facebook have different types of users, so resist the temptation to 'link' your accounts so the same information is automatically posted to both. Studies have shown that this kind of linking can be detrimental to marketing efforts.

### 3. Know your music and its marketplace

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A common reason promoters turn down concert pitches is that the pitch doesn't fit the promoter's target audience demographic closely enough.

It is important that research is done into every performance opportunity you consider.

Remember:

- The genre of your programme must closely match the festival, **venue** or concert series you are pitching it to.
- If you are a classical performer, make sure the pieces within your programme haven't been performed at the festival in the last couple of seasons.
- If your proposal is quite niche, it is advisable to speak with the festival before submitting it formally.
- Festival management and directorship can change hands quite frequently so check you have the latest contact details.
- If you already have a busy diary or need some extra help, consider approaching agents or management companies to contact festivals on your behalf. They often have information about festivals' programming further in advance and have good working relationships already in place with them.
- Work with the festival to create your programme as they might be following a particular theme. They will be able to advise you on the demographic of their audience.

### 4. Create content people want to share

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Musicians are great at coming up with innovative performance ideas and programmes. However, without a plan to get these ideas more widely heard and seen, projects may not receive the recognition they should.

High quality video and audio are the best ways to showcase work online and good quality recording equipment is now much more affordable than it was in the past. If your material is interesting enough, people will share it. Sharing via social media brings musicians the widest reach in today's world. The type of content you create is therefore important.

A full-length video of a concert or gig from one camera angle isn't engaging and doesn't capture attention. Try creating shorter (ideally no longer than 3 minutes) documentary style trailers with clips of the performance, performer interviews and behind-the-scenes footage. This will keep a viewer's attention for longer and explain the project in a more rounded way.

Press releases to mainstream print and online publications still have their place and should be sent whenever a large-scale project is announced. However, [blogs](#), [YouTube](#) and [Vimeo](#) are where most people will learn about, discuss and share your work.

If you can build a strong following on YouTube and the other social media channels previously discussed, you are a more viable proposition for promoters. They will see you already have a following and therefore become less of a risky proposition for them to book. Promoters are, and should be concerned with selling tickets as much as the quality of the artists they book.

## 5. Network and develop relationships

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The ability to network effectively and build relationships is an essential skill for professional musicians.

Musicians are driven people who like to see results quickly. However, you should resist the temptation to ask people for favours from the outset. Instead, approach them with the view to having a conversation about anything you feel is appropriate, with no angle, and aim to build a relationship based on trust.

Performers should strongly consider building professional relationships and working in close collaboration with composers – such collaborations can bring important benefits to both composers and performers.

Don't forget that successfully building a relationship can be key to getting asked back. Proving yourself to be responsible, responsive, punctual and well-presented can help build a promoter's confidence in your value as a professional musician. For further advice on this, see **Your responsibilities as a performer** on page 10.

## 6. Hone your communication skills

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The way you communicate with bookers is vital. Knowing how a particular booker prefers to communicate is the key to at least establishing contact and receiving feedback.

For example, most bookers communicate via email because it is quick and conveniently leaves a trail of correspondence but some prefer to speak on the phone.

The tone of your communication is also important. Adapt this depending on who you are speaking to. If someone communicates in a very formal manner, do so in reply. If they are informal, try to use a similar communication style.

## 7. Set the right price

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The fundamental principle is that professional musicians should be paid a fair price for the work they do but, the market value of something is only as high as someone is prepared to pay for it. What is important is to establish what the going rate for your service is.

It is essential that you cover any costs associated with performing and make a profit on performances. After all, for most musicians, performing is their major source of income. If you find that, after your calculations, your prices are significantly higher or lower than what competitors are charging then adjust your pricing accordingly.

The options when setting prices are:

**Be cheaper than competitors.** This can entice people but can also have a negative impact, as you might be considered less good as a result. Undercutting your fellow musicians on price (or agreeing to play for free) can be damaging not only to your professional standing but also to the health of the profession as a whole. **The ISM does not advocate adopting this approach.**

**Match a competitor's price.** It's not difficult to find out what other musicians performing similar work charge. The music world is very small and a couple of open conversations with obliging colleagues can be really useful. Festivals are often open to discussing budgets with musicians, as there's little point in them having lengthy conversations with performers if, ultimately, they can't afford to book them.

**Price higher than competitors.** This can be a risky tactic as it can lead to out-pricing certain promoters. However, if you have done some research and understood the promoter's budget is able to accommodate your pricing at this level it can set you apart from competitors. How many times have you ordered the second cheapest wine from a restaurant as you consider the cheapest not good enough quality? The same can apply within the music world too.

If pricing high, ensure that what you offer looks and feels like a premium product. An excellent and up-to-date website with high quality audio and video examples of your work is essential at this level.

## 8. Invite people to see your work

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The most effective way of getting promoters to book you is to get them along to a live performance. Whilst having a great representation of your work available online is a fantastic tool, nothing can come close to the experience of a live performance.

If possible, arrange for complimentary tickets for potential bookers and make an effort to engage with them before or after the concert. Building a relationship is incredibly important; people buy into other people as much as they do a product.

Don't forget that promoters will have a main location they work from. You should try to invite them to concerts nearby if possible.

## 9. Be proactive

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Think like an agent. Agents make a living out of letting promoters, festivals, broadcasters and other musicians know what their artists are doing. If you don't have an agent or management company, you need to be undertaking this work yourself.

If this becomes too much, consider taking on an administrator to carry out this work for you. You will need to provide them with relevant copy, and a clear steer about the tone you want to come across in your communications.

If you have a concert, idea or release you want to publicise you might want to consider employing a PR company to help you get your information to the right channels. Be careful, however. Some PR companies are excellent, some are not, but the one thing all PR companies have in common is that they are only as good as the story they are working with.

## 10. Use critical feedback to your advantage

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Receiving criticism is a normal and regular part of being a musician and can help you change for the better. However, responding positively to negative feedback doesn't come naturally to everyone.

The most common three reactions to criticism are: 'fight', 'flight' or 'freeze' and, depending on the level and type of criticism received, one of these reactions can be triggered.

It's important to remember you are not in control of how a promoter frames their response to your proposal or idea. Sometimes proposals are dismissed with a simply worded 'we're not interested' and sometimes a more elaborate reply looks to clarify the reasoning behind decisions. Sometimes you don't even get a reply.

It's always a good idea to try to gain as much information as possible as to why a proposal hasn't worked out. This may help you improve and provide ideas or advice not previously considered. Never be afraid to ask for further reasoning behind decisions. However, be careful to word this neutrally and professionally rather than aggressively. You should never come across as negative or hostile in the course of the conversation.

Whilst staying true to your beliefs is hugely important to artistic integrity, if many people give you the same feedback then perhaps the proposal needs further thought or adjustment to make it a viable proposition.

# Top 10 tips for getting session work

1. There is no guaranteed way to get sessions. Having a good reputation and knowing people who are already undertaking session work and can recommend you is key.
2. As a session musician you will be expected to turn up, sight-read and get to grips with the music very quickly. If you haven't got hold of the music before the session, try to get to the studio early to work through anything that is particularly tough.
3. Conductors, record producers and film companies can all book players for sessions directly. However, more often than not work comes through fixers or established session contractors.
4. There isn't a particular playing style for sessions. Play as a sensitive musician would in any performance to suit the style of the piece you are playing.
5. People are sometimes asked to do sessions for free as a way of entering the industry. The ISM strongly advises against this. **Professional musicians shouldn't play for free.** Music isn't just a hobby. It is a profession and should be valued as such.
6. There are clearly outlined fees for recordings available. £120 pounds for a three-hour session is pretty standard. Fees for TV and radio recording sessions are likely to be higher. The BBC/ISM Agreement specifies a minimum fee of £159 for a 3 hour audio recording session and £349 for an audio-visual recording session. If you are in any doubt about whether you are being offered a fair rate, seek advice. ISM members can get advice on session fees from the ISM staff team.
7. A contract should always be in place for session work. Something simply stating the duration of the session and the fee may suffice. This could be in an email, text message but a more formal document is definitely preferable.
8. If a performer is creating any of the material that is being recorded, including improvisation, a writing credit and appropriate recognition should be sought.
9. There's no secret to getting rebooked after doing a session. All you can do is be professional, do the best job you can, have a good attitude and be yourself.
10. Not all session work is straight up sight-reading notes on a page. There's a lot of fun collaborative work out there. Keep an open mind and look to develop other skills like improvisation as this can make you more bookable.

# Getting an Agent or Manager

There is a difference between an Agent and a Manager and it's important to work out which you actually need.

In very simple terms:

**Agents** take a programme or programmes of music from a given artist and encourage promoters to book them. They will do this via marketing, personal contacts, industry knowledge and a little bit of luck. Once they have secured a booking they will then administer the contract for the performance, negotiate the fee on your behalf and liaise with the promoter so you can focus on the performance rather than the administration of the performance. For this service you can expect to pay the agent a commission of anywhere between 10-20% of the net income from booked performances.

**Managers** will usually do all of the above plus offer a range of other advisory services such as legal help, PR liaison, social media management, record deals, arranging transportation and visas for work abroad, collecting your laundry etc. For this you can expect to pay between 15-25% of your gross income, not necessarily just from the work they bring in for you.

When trying to engage an agent or manager it is important to see things from their perspective. The reason you will be seeking representation is probably to get more work. However, if you aren't currently doing a lot of performances representatives will be less inclined to take you on as they can't see where their income will be coming from. This can create something of a Catch 22 situation. If you don't have many performances booked in the diary, as well as following all the previous advice, you can do the following to try to increase your chances of securing representation:

1. Approach agents and managers with a very clear outline of the next two years' worth of plans focussing specifically on how these performances will work financially as well as artistically. They are a business so signing you has to be financially viable for them.
2. Some agents work within one specific genre, others across a range. Make sure you contact ones who represent the main areas you work within.

Don't give up. Just because one company doesn't see your value doesn't mean another won't. There are thousands of agents and managers to contact and an up-to-date list can be found on the [International Artist Managers' Association website](#).

# Your responsibilities as a performer

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## 1. Technical preparation

It is essential that you are prepared to perform to a professional standard for all professional engagements.

## 2. Being prepared to talk about the music you are performing

Performers are often expected to talk about the music they are performing. Be prepared to talk intelligently about the music you have chosen, perhaps how you discovered it and why it appeals to you or something about the composer and the circumstances in which the piece was written.

## 3. Dress, punctuality and behaviour

Part of your responsibility as a professional is to ensure that your conduct is professional at all times. That includes complying with any dress code, punctuality and maintaining professional standards of behaviour at all times. Further guidance on standards of conduct is contained in the [ISM Members' Code of Conduct](#).

## 4. Flexibility

You should adopt a friendly, positive and professional approach to all those you work with. You should aim to be flexible and helpful but should not allow yourself to be exploited.

## 5. Copyright issues

If you are performing 'in-copyright' music, you should ensure that the venue has the appropriate PRS licence.

# Recording performances

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Your performance should only be recorded with your knowledge and consent. It is increasingly common for audience members to try to record performances on mobile phones or tablets. You are entitled to make clear in your performance contract that you do not consent to informal recordings being made and expect the venue to enforce a 'no recording' policy. This is the approach taken in the ISM Performance contract on pages 14-16.

# Joining PPL and ensuring PPL royalties are paid

*'Once I understood how to claim on PPL, I started getting an additional £2,500 per year.'*  
**ISM Performers' special interest group member**

If you have performed on, or own the rights to recorded music you should become a PPL member.

## Who is PPL and what do they do?

PPL represents tens of thousands of performers and record companies (from major names to small businesses and sole traders) and licenses hundreds of thousands of businesses and broadcasters – large and small – across the UK.

On behalf of its members, PPL collects royalties for a range of uses of recorded music – when it is played in public or broadcast on TV, radio and certain digital media services.

## Why should you join PPL?

- As a PPL member, you can start to collect the money you are owed for your recorded music. **It's free to join.**
- Apart from administration costs, members receive 100% of the money PPL collects for them.

If you've performed on recorded music that has been broadcast or played in public, you could be entitled to royalties. You should strongly consider joining PPL as a **performer member**.

If you own or control rights in a recording that is broadcast and played in public, PPL could be making money for you. You should strongly consider joining PPL as a **recording rightsholder member**.

## Who can join PPL?

1. Anyone who has performed on recorded music can join PPL as a **performer member**.
2. Anyone who owns (or is the exclusive licensee) of a recording that is broadcast or played in public in the UK can join PPL as a **recording rightsholder member**.

# How to become a PPL member

The myPPL service allows you to register with PPL online for both types of memberships. It is free to register and PPL aims to approve applications within four weeks.

To complete an online registration form, go to [PPL's website](#) and follow the instructions. If you are a performer who also owns the rights to the recordings that you perform on, you should join PPL with separate performer and recording rightsholder accounts.

Once you have registered as a PPL member, there are numerous ways to make sure you are earning the most you can from your recorded repertoire.

## 1. Sign up for international royalties

PPL collects royalties for members from all across the world. So if your track is played in a different country, you'll still earn the money you deserve.

It's free to sign up to this service – once you're a PPL member all you have to do is complete an international mandate allowing PPL to collect on your behalf. If you are already a member of a music licensing company in another country, you will need to cancel that membership if you wish PPL to collect from that country on your behalf.

If you receive international payments from PPL, you could be earning up to 30% more from the US. PPL is the first music licensing company to be given Qualified Intermediary (QI) status by the US tax authorities. This means that the money PPL collects for you will not have to be subject to US withholding tax.

## 2. Sign up for digital royalties (recording rightsholder members only)

PPL can collect royalties for rightsholders from certain internet radio and digital/on-demand streaming services. It's free to sign up for this service – if you haven't already done so, you can sign a new media mandate allowing PPL to collect on your behalf.

PPL can also collect digital royalties for you internationally, increasing your earnings even more.

## 3. Provide correct bank and contact details

Make sure that your current bank details are listed correctly on your online myPPL account. PPL pays via BACS transfer only and into the account that you specify. If these details are incorrect, PPL will be forced to hold payments until the details are updated.

PPL will also be forced to hold your payments for UK tax reasons if you do not supply a postal address. Make sure all your contact details are up-to-date so they can inform you of any changes to their service.

## 4. Keep your repertoire up-to-date (recording rightsholder members only)

If you, as a rightsholder, have not added full details of the recordings you own into PPL's database, you might not be earning all you could be. The more recordings that you include in the PPL Repertoire Database, the more you have the potential to earn.

*'I now receive about £300 per year from a number of recordings I am included on – this includes payments from radio stations and businesses using my music.'*

### A recorded 'non-featured artist'

If PPL is given inaccurate data about recordings, such as an incorrect country of commissioning or an incomplete performer line-up, it may negatively affect your payments.

By providing accurate information about recordings you are making sure you always earn the most you can from PPL.

Remember to regularly check your myPPL account to see if PPL needs any further information from you.

### **5. Make claims on recordings (performer members only)**

Receive the royalties you are due by making sure you are included on all your recordings in the PPL Repertoire Database.

If you, as a performer, find a recording in PPL's database on which you performed but you are not listed as a performer, submit a claim for your share of the royalties. You must be prepared to produce evidence that you performed on that track. If your claim is accepted, you could receive up to six years' worth of royalties for recordings you performed on.

### **6. Register your music videos (recording rightsholder members only)**

VPL is PPL's sister company and specifically deals with the licensing of music videos. If you, as a recording rightsholder, own the necessary rights to music videos, VPL can collect royalties on your behalf.

Register as a VPL member, list the music videos you own the rights to in the database and start receiving the money you are due. As the law treats music videos differently from recorded music, performers do not receive VPL income.

**The Artist (please see Condition 1)**

**The Promoter**

Name \_\_\_\_\_ Name \_\_\_\_\_  
 Address \_\_\_\_\_ Address \_\_\_\_\_  
 \_\_\_\_\_ Postcode \_\_\_\_\_ Postcode \_\_\_\_\_  
 Telephone \_\_\_\_\_ Telephone \_\_\_\_\_  
 Email \_\_\_\_\_ Email \_\_\_\_\_  
 VAT No \_\_\_\_\_ VAT No \_\_\_\_\_

The Promoter engages the Artist to perform at the Performance(s) listed below on the following Terms and Conditions (which together with this page form the entire Agreement) and agrees to be bound by this Agreement.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 (For the Promoter)

The Artist agrees to perform at the Performance(s) listed below on the following Terms and Conditions (which together with this page form the entire Agreement) and agrees to be bound by this Agreement.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 (For the Artist)

**Performance and rehearsals**

Performing name(s) or group \_\_\_\_\_

Performance programme \_\_\_\_\_

Performance date(s) \_\_\_\_\_ Time(s) \_\_\_\_\_ Venue(s) \_\_\_\_\_

Rehearsal date(s) \_\_\_\_\_ Time(s) \_\_\_\_\_ Venue(s) \_\_\_\_\_  
 (or see attached schedule)

**Fees and expenses**

Fees: Performance £ \_\_\_\_\_ (+ VAT) \_\_\_\_\_ Total \_\_\_\_\_  
 Rehearsal £ \_\_\_\_\_ (+ VAT) \_\_\_\_\_ Total \_\_\_\_\_

Artist's expenses to be paid by the Promoter: Travel: Yes/No Accommodation: Yes/No  
 (Please delete which does not apply) Subsistence Yes/No Other: (Please specify)

Fees and expenses to be paid by the Promoter to the Artist **either** by no later than \_\_\_\_\_ (date)  
**or** within 28 days of receipt of the Artist's invoice. (Please delete which does not apply)

**Publicity**

Publicity material (please list) to be supplied by the Artist to the Promoter by \_\_\_\_\_ (date)

\_\_\_\_\_

# Terms and Conditions

1. If this Agreement applies to a group of performers, the term "Artist" shall be taken to refer to all members of the group jointly and severally.
2. The Artist undertakes to perform at the Performance(s) listed on page 1 and the Promoter shall pay the Artist the agreed Fees and Expenses. Artist's invoice for Expenses shall be accompanied by copies of receipts or other documentary evidence of expenditure.
3. The Promoter may make and receive such charges for admission to the Performance as the Promoter shall determine.
4. The Promoter shall use best endeavours to promote and advertise the Performance and shall consult with the Artist concerning such promotion and advertising. It is the Promoter's responsibility to ensure that, at the Promoter's cost, the Artist's name is afforded due prominence on all advertising and publicity material, and Artist hereby authorises Promoter to use any biography and likeness supplied by Artist.
5. The Artist is required to attend the rehearsal(s) specified on page 1.
6. No rehearsal shall be conducted before an audience without the Artist's prior written consent.
7. (a) The Promoter shall ensure that no part of the Artist's rehearsal or Performance is recorded, reproduced or transmitted without the prior written consent of the Artist and that, where required, the composer's prior consent to the recording or transmission of the Performance has been obtained.  
(b) Any BBC broadcast (radio or television) of the Performance to be recorded shall be recorded and broadcast subject to the current agreement between the BBC and the Incorporated Society of Musicians.
8. The Promoter shall not use the Artist's name or likeness for the endorsement of any product or service without the Artist's written consent.
9. The Promoter shall ensure at the Promoter's cost that any monies due to the Performing Rights Society in respect of the Performance are paid.
10. The Promoter shall ensure that the Venue has adequate changing room and cloakroom facilities available for the Artist's use.
11. Promoter shall disclose details of any known risks to the health and/or safety of the Artist during the rehearsal and Performance and will take the necessary steps to prevent or control such risks.
12. Promoter shall ensure that the venue is in possession of an active Public Health Insurance policy that covers any awards of damages to Artist due to injury of Artist or damage to Artist's property caused by the Promoter or the Venue's employees, agents or guests.
13. The Artist will provide his/her own instrument and/or equipment (which will be adequately insured by the Artist at Artist's own cost) unless otherwise agreed in writing.
14. Artist shall comply with all rules, regulations and agreements relating to health, safety, welfare, first aid and fire prevention that may be in force at the Venue.
15. If the Promoter cancels the Performance, for whatever reason, the Promoter shall immediately notify the Artist of this in writing and pay the Artist a cancellation fee set in relation to the length of notice given prior to the date of the performance:  
notice of four weeks or less - 100% of the Fees plus any Expenses incurred;  
notice of more than four weeks but not more than 12 weeks - 75% of the Fees plus any Expenses incurred;  
notice of more than 12 weeks but not more than 26 weeks - 50% of the Fees plus any Expenses incurred;  
notice of more than 26 weeks - 25% of the Fees plus any Expenses incurred.
16. If Fees and Expenses are not paid by the due date on page 1, the Artist shall be entitled to charge the Promoter interest at 2% (two per cent) above NatWest Bank plc's base rate from the due date of payment until payment has been received.
17. If the Artist is unable to fulfil, or is delayed in fulfilling, his/her obligations under this Agreement owing to illness (evidenced by doctor's note) or other circumstances beyond the Artist's reasonable control, the Artist shall inform the Promoter of this fact as soon as is reasonably practical. The Artist will use reasonable endeavours to provide a suitable replacement, but will otherwise be under no further obligation to the Promoter and the Promoter will be under no further obligation to the Artist with regard to the Fee. Such non-fulfilment or delay shall be deemed not to constitute a breach of this Agreement.
18. Both parties acknowledge and agree that nothing in this Agreement shall create an employment relationship between the parties, and Artist shall pay Artist's own taxes including VAT and National Insurance contributions.
19. This Agreement shall be subject to the laws and the exclusive jurisdiction of the courts of the location of the Performance. OR: [Any disputes arising in respect of this Agreement shall be settled through arbitration through an agreed organisation or individual. The parties reserve the right to issue legal proceedings where a matter has not been finally resolved by arbitration to the satisfaction of both parties, in which case the governing law and jurisdiction shall be those of [England and Wales] [Scotland] [Northern Ireland].

# 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.