

Pill Festival Band
Conductor Contract

CONTRACT FOR SERVICES

This contract for services agreement (hereinafter called 'the agreement') is made on _____

BETWEEN

[Name and address] (Hereinafter called 'the Conductor')

AND

PILL FESTIVAL BAND
Pill
North Somerset

(Hereinafter referred to as 'The Band').

1. Appointment

1.1. The Band hereby appoints _____ (name) as Conductor of Pill Festival Band with effect from _____ (Date).

1.2. In consideration of the fees specified in clause 3 the Conductor shall perform the duties specified in clause 2.

2. Duties

2.1. The principal duties of the Conductor are as follows:

- a) To effect the musical training of The Band in such works as shall be chosen and attend rehearsals as arranged by The Band with the agreement of the Conductor;
- b) To conduct and direct The Band and other performers at concerts, shows, competitions or other events as shall be fixed;
- c) To work with The Band in suggesting and selecting music for the Band;

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- d) To ensure that the highest possible musical standards are achieved both at rehearsals and concerts, consistent with The Band's musical and financial resources;
- e) To work with The Band to monitor and set musical objectives and provide tuition for the members of the beginners section of the Band.
- g) To advise and assist The Band in the artistic direction of The Band;
- h) To provide a weekly rehearsal during School term time (North Somerset Schools). Currently rehearsals are held on Monday evenings. Also to provide the agreed services for other rehearsals, concerts and other performances as requested by the Band, with eight weeks notice (or less by mutual agreement).
- i) to provide to The Band as requested all details reasonably required for producing programmes and publicity material.
- j) to abide by The Band's safeguarding procedures, as set out in the 'Band Officers Code of Conduct'.

3. Fees

3.1. The following fees will be paid on invoice:

The standard fee for rehearsals, concerts and other performances will be £_____ per hour, chargeable in 15 minute increments. The hourly duration of each session will be agreed before the session starts. Any extension to the standard durations will either need mutual agreement between both signatories before proceeding, or be a requirement by The Band with 8 weeks notice.

a) **Rehearsal Fees:-** The standard fee will be paid for each rehearsal. The standard duration of a rehearsal will be three hours, unless otherwise agreed by both signatories. The fee shall be deemed to cover payment relating to preparation time for the relevant rehearsal.

b) **Performance Fees:-** The standard fee will be paid (minimum of two hours, including any rehearsal time) for each performance. The fee shall be deemed to cover payment relating to preparation time for the relevant concert.

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c) In addition, out of pocket expenses may be reimbursed on submission of receipts but any such expenses must be agreed in advance either with The Band, or up to a total value of £30 may be agreed by any one or more officers of The Band (i.e. Chair, Secretary or Treasurer).

3.2. If a rehearsal is cancelled by The Band with less than two weeks notice, the fee paid will be the full rehearsal fee. Less than four weeks' notice, the fee paid will be 50% of the rehearsal fee. Less than eight weeks notice, the fee will be 25% of the rehearsal fee. If the cancellation is made due to neglect or fault of the conductor in providing their services, no fee is due.

3.3. If a performance is cancelled by The Band, it shall immediately notify the Conductor in writing (or email) of the same and if that notice is less than eight weeks to the date of the performance, shall pay the Conductor the following cancellation fee:

- a) Where notice is given more than four weeks prior to the date of the performance - 50% of the fee;
- b) Where notice of four weeks or less is given prior to the date of the performance - 100% of the fee;
- c) The payment of the cancellation fee shall be without prejudice to any other rights and remedies of the Conductor against The Band or any third party.

4. Method of payment

4.1. The Conductor will be paid monthly in arrears, on receipt of an invoice, such invoice to be paid by The Band within 14 days of receipt.

4.2. In the event that the Fees are not paid in accordance with clause 4.1 of this Agreement, the Conductor shall be entitled (but without prejudice to any other rights and remedies) to charge interest at _____ % computed from the original due date until paid.

5. Contractual Relationship

5.1. The Conductor is engaged by The Band on a self-employed basis as an independent contractor and is therefore expected to account for his/her own income tax, Class 4 National Insurance

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contributions and VAT returns. Nothing in this Agreement shall render them an employee, worker, agent or partner of The Band and the Conductor shall not hold themselves out as such.

5.2. This Agreement is not a contract of personal service. Accordingly the Conductor is entitled to arrange for a suitably qualified substitute to carry out any of his or her duties under the terms of this Agreement. Details of any such substitute should be submitted promptly to the Chairman of The Band for prior approval. Substitutions are intended to be exceptional rather than regular, and approval will be considered according to the circumstances leading to the substitution. A substitute conductor may be used up to three times in a rolling 12 month period, after which they will require a valid and acceptable DBS certificate (as per clause 5.4 below) before any additional conducting.

5.3. Any person performing the Services under the terms of this clause shall be in contractual relationship with the Conductor and not with The Band. For the avoidance of doubt the Conductor is wholly responsible for arranging the attendance of a suitable substitute and for any fees to be paid to such a substitute. The Conductor undertakes to ensure that any person nominated under this clause is aware of and will comply with their obligation under this Agreement.

5.4. This agreement will not come into force until the Conductor has forwarded a valid and acceptable DBS (Disclosure and Barring Service) certificate. The application to DBS will be made by The Band.

5.5. In the management of this agreement, 'the Committee' of 'The Band' is the sole authorised representative of 'The Band'. No contract or other agreements made on behalf of The Band will be binding without approval of the committee, except clause 3.1.c (above) regarding out of pocket expenses.

5.6. Guest conductors, may be used by The Band on occasions. Either by mutual agreement between the two parties to this agreement, or with eight or more weeks notice from The Band.

6. Other activities

6.1. Nothing in this Agreement shall prevent the Conductor from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during this Agreement provided that such activity does not cause a breach of any of the Conductor's obligations under this Agreement.

7. Relationship with The Band

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7.1 Management of all aspects of Band business including all arrangements for rehearsals and concerts and the control of finance is vested in The Band, and the Conductor is not empowered to enter into any commitment or incur any expenditure on behalf of The Band except as expressly authorised by The Band.

7.2. The Conductor is not entitled to sit on the Committee of The Band in an official, voting capacity. They may attend certain Band committee meetings in an advisory capacity at the discretion of The Band [in which case an attendance fee may be agreed in advance between The Band and the Conductor].

8. Conductor's Rights

8.1. The Conductor's name will be afforded due prominence on all advertising and publicity material.

8.2. The Conductor's name or likeness shall not be used for the endorsement of any product or services without the Conductor's prior [written] consent.

8.3. Subject to the payment of an additional fee (which shall be [50%] of the performance fee for a sound recording and [100%] of the performance fee for a video recording), the Conductor shall agree to the recording of his/her rehearsal/performance (pursuant to the Copyright, Designs and Patents Act 1988) for non-commercial purposes.

9. The Band's obligations

9.1 To ensure that any monies due to the Performing Right Society are paid;

9.2 To ensure that a suitable room with adequate heating and lighting is made available for rehearsal;

9.4 The Band will perform at its own concerts and at other events. Each performance may (or may not) be preceded by a dedicated rehearsal.

9.5 The performance of the Conductor and the success of the role will be reviewed annually on the anniversary of the Commencement Date. It is recommended that the committee provides the conductor with their observations from this review.

10. Termination

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10.1 This Agreement may be ended by mutual consent at any time by both signatories to it by signing and dating a written statement to that effect.

10.2 Either signatory to this Agreement may terminate the Agreement by giving at least eight weeks' notice in writing to the other signatory.

10.3 Each party may at any time terminate this Agreement with immediate effect if:

a) The other party is in material breach of any of their obligations under this Agreement;

10.4. The Band may at any time terminate this Agreement with immediate effect if:

a) the Conductor commits any fraud or acts dishonestly or in any manner which in the opinion of The Band brings or is likely to bring the Conductor or The Band into disrepute or is materially adverse to the interests of The Band; or

b) the Conductor is in the reasonable opinion of The Band negligent or incompetent in the performance of his/her duties.

c) Other than as a result of illness or accident, after notice in writing, the Conductor wilfully neglects to provide or fails to remedy any default in providing the Services.

Signed (The Conductor)

Name [Printed] _____

Date _____

Signed (on behalf of The Band)

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Name [Printed] _____

Position _____

Date _____