

Contract for Services – Musical Director

This Contract is based on the Model Contract developed by Making Music with assistance from the Incorporated Society of Musicians (ISM) and the Association of British Choral Directors (ABCD) as updated November 2019.

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

BETWEEN

_____ (hereinafter called 'The Musical Director'

AND

The Yorkshire Philharmonic Choir Ltd. (herein after called 'The YPC')

1. Appointment

1.1. The YPC hereby appoints _____ as Musical Director of the YPC with effect from 1 September 2023.

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

2. Duties

The principal duties of the Musical Director are as follows:

- 2.1. To lead weekly choir rehearsals and other rehearsals prior to concerts as may be determined, so preparing the YPC to the highest standard ready for each planned concert and event;
- 2.2. To conduct all YPC concerts in the agreed programme;
- 2.3. To attend Directors and Choir Committee meetings (hereinafter called the Committee)
- 2.4. To advise the Committee on the YPC's development and future musical direction;
- 2.5. To plan concert repertoire in conjunction with the Committee and to liaise with the Choir Librarian regarding all music required in a timely way;
- 2.6. To engage soloists for each concert in advance of each season. Engagement will be subject to a signed YPC contract.
- 2.7. To liaise with the organiser of the Amici orchestra, or other accompanying musicians, in advance of all concerts, to establish orchestra size and other rehearsal and performance requirements.

- 2.8. To provide up to date personal information for inclusion in publicity literature and in each concert programme and any repertoire notes or other relevant matters requested by the choir's programme editor;
- 2.9. To audition prospective new members, with the accompanist, informing them, by email or in writing, of the outcome;
- 2.10. To annually audition Margaret Markland Bursary applicants at the Leeds Conservatoire and award them the annual Bursary;
- 2.11. To oversee Bursary winners in rehearsals during their Bursary year;
- 2.12. To attend YPC Committee meetings as a non- voting member of committee
- 2.13. To present a report at the AGM of YPC Ltd.

3. Fees

The following fees will be paid:

- 3.1. A fee of £750 for each concert. This fee covers payment and expenses relating to all preparation for the concert including leading the final rehearsal on the afternoon of the concert.
- 3.2. A fee of £150 for each 2 hour weekly rehearsal and any additional rehearsal prior to a concert agreed with the choir committee.
- 3.3. Out of pocket expenses, agreed in advance by the Committee, may be reimbursed but these will exclude any travel expenses.
- 3.4. Fees will be reviewed annually taking into account the financial position of the choir, the performance and success of the choir and other comparative information.

4. Method of Payment:

- 4.1. Fees will be paid following the receipt by the Choir Treasurer, of an invoice, monthly in arrears. This should detail the rehearsals, concerts and any agreed expenses for the month just past.
- 4.2. Payment will be made by bank transfer in the week following receipt of the invoice or as soon as possible thereafter.

5. Contractual Relationship

- 5.1. The Musical Director is engaged by the YPC 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 contributions and VAT returns.
Nothing in this agreement shall render them an employee, worker, agent or partner of the YPC and the Musical director shall not hold themselves out as such.
- 5.2. The Musical Director should ideally hold their own Enhanced DBS certificate. If this is not the case, the YPC may require an enhanced DBS check to be carried out under its own safeguarding procedures.

5.3. This Agreement is not a contract of personal service. Accordingly the Musical Director is entitled, after first consulting and obtaining the agreement of the Chair of Committee, to arrange for a suitably qualified substitute to carry out any of his or her duties under the terms of this Agreement.

6. Other Activities

6.1. Nothing in the Agreement shall prevent the Musical director 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 Musical Director's obligations under this Agreement.

7. Relationship with the Committee

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

7.2. The Musical Director is an ex-officio, non voting member of the Committee and may take part in all discussions. The Musical Director will be required to withdraw from any Committee discussion concerning the Musical Director's tenure, performance or remuneration.

8. Musical Director's Rights

8.1. No rehearsal shall be conducted before an audience without the Musical director's prior consent.

8.2. The Musical Director's name will be afforded due prominence on all advertising and publicity materials.

8.3. The Musical Director's name or likeness shall not be used for the endorsement of any product or services without the Musical Director's prior approval.

8.4. No part of any rehearsal or performance will be recorded, reproduced or transmitted in any manner or by any means without the prior permission of the Musical Director.

9. The YPC's obligations

9.1. To pay all fees or expenses due to the Musical Director in fulfilling the duties under this Agreement as soon as possible after receiving the appropriate monthly in arrears claim

9.2. To pay all agreed fees or expenses of performers taking part in a performance

9.3. To ensure any monies due to the Performing Rights Society are paid

9.4. To ensure a suitable room is made available for rehearsal

9.5. To ensure the venue for a Performance is available for a rehearsal on the day of the performance.

10. Termination of this Agreement

- 10.1. The appointment will be subject to a one season (2023/24) probationary period at the end of which the Committee will review the performance of the Musical Director. During this probationary period either the YPC or the Musical Director may give each other notice to end the arrangement forthwith.
- 10.2. At the end of a successful probationary period, the Musical Director will be confirmed in post at the next choir AGM.
- 10.3. After confirmation in post following a successful probationary period may be ended by mutual consent at any time by both signatories to it signing and dating a written statement to that effect.
- 10.4. Either signatory to this agreement may terminate the Agreement by giving at least twelve weeks notice in writing to the other signatory
- 10.5. Each part may at any time terminate this Agreement with immediate effect if:
- 10.5.1. The other party is in material breach of any of their obligations under this Agreement; or
- 10.5.2. Other than as a result of illness or accident, after notice in writing, the Musical Director wilfully neglects to provide or fails to remedy any default in providing the Services.
- 10.6. The YPC may at any time terminate this Agreement with immediate effect if:
- 10.6.1. The Musical Director commits any fraud or acts of dishonesty or in any manner which in the opinion of the Committee brings or is likely to bring the Musical Director or the YPC into disrepute or is materially adverse to the interests of the YPC; or
- 10.6.2. The Musical Director is in the reasonable opinion of the Committee negligent or incompetent in the performance of his or her duties.

Signed (The Musical Director) _____ Date _____

Signed (on behalf of the YPC) _____ Date _____