

Members' Handbook 2020/21

Musicians'
Union





Musicians' Union

Members' Handbook 2020/21

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Introduction



Welcome to the *MU Members' Handbook* for 2020/21.

If you have recently joined the MU then welcome, you have joined the largest community of organised musicians outside of America. MU membership is growing year on year and with your support we can improve the lives and careers of all musicians. If you are an existing member then thank you for your continued support, we value it greatly.

The MU is the most effective organisation representing the interests of musicians in the UK, and our standing, profile and influence over the wider industry and government has never been greater. By looking after musicians, we are also looking after the future of music in the UK and this is reflected by the growing number of music lovers who are joining us as supporters.

But the MU is not just here to protect your futures, it's here to protect you in the here and now with all the essential insurances, contract advice, employment protection and access to industry legal and career experts that you will need to keep your work and your well-being heading in the right direction. Elsewhere in this *Handbook* you will be able to read about all the invaluable services and benefits that are available to you as a member, be sure to make full use of them.

Finally, I am immensely proud to lead this fantastic body of musicians. The MU, through your continued support, is a powerful, effective, responsive and progressive trade union. Take great pride in being part of this Union, your Union.

Very best wishes.

Horace Trubridge,
General Secretary

Your Union

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Great Reasons To Be An MU Member

Be free from insurance worries

£2,000 of instrument insurance cover
– a free benefit that provides global cover

Personal accident insurance cover
for you or one of your family members

£10 million public liability insurance cover
for members who perform or teach

Professional expenses cover
provides help when dealing with tax

Professional indemnity insurance
for those working in education

Avoid legal wrangles

Free legal advice and representation
to empower you in the course of your career

Contract Advice and Negotiation Service
for expert help with handling contracts

Unpaid fee recovery
for all our members

Trade union representation
for problems at work

Partnership Advisory Service
advice on working with other musicians

Get the recognition that you deserve

Career development advice
to help you get ahead

Free training, workshops and networking events
open to all members

Regional Officials
offering help and advice for your day-to-day concerns

Specialist Officials
to give advice on specific areas of your work

Help with issues
such as hearing and health and safety

**Join a
bigger
band**

The MU is the largest organisation representing musicians in the UK

We influence the music industry through our membership of organisations such as UK Music

We work together with other unions through the TUC and the Federation of Entertainment Unions to improve your rights

The MU has strong links with international governments and musicians' organisations to secure your interests

**Be sure
your voice
is heard**

Keep Music Live campaign to foster and maintain live performance across the UK

Work Not Play worknotplay.co.uk – our stand against musicians being asked to work for free

Influence over policy in all parliaments and assemblies through our parliamentary group

Lobbying successes such as the Live Music Act, which has made it easier to put on gigs at grassroots level

**Be better
represented**

The MU only represents musicians and is your Union

We do not have corporate members which avoids potential conflicts of interest

You can be confident that the MU is only ever acting in the interests of you – the musician – from legal cases to lobbying and from campaigns to negotiations

We are part of the International Federation of Musicians (FIM) which represents musicians worldwide on numerous issues

Musicians' Union HQ



General Secretary
Horace Trubridge



Deputy General Secretary
Naomi Pohl



**Assistant General Secretary,
Music Industry**
Phil Kear



**Head of Communications
& Government Relations**
Isabelle Gutierrez

In-House Solicitor
PR & Marketing Official
Recording & Broadcasting Official
Royalties Official
Sessions Official
Live & Music Writers' Official
Orchestras Official
Equality, Diversity & Inclusion Official
Campaigns & Social Media Official

Dawn Rodger
Keith Ames
Michael Sweeney
Annie Turner
Sam Jordan
Kelly Wood
Morris Stemp
John Shortell
Maddy Radcliff



**National Organiser,
Recording & Broadcasting**
Geoff Ellerby



National Organiser, Orchestras
Jo Laverty



National Organiser, Live Performance
Dave Webster



National Organiser, Education & Training
Diane Widdison

MUHQ

60—62 Clapham Road, London SW9 0JJ

T 020 7582 5566

E info@theMU.org

W theMU.org

@WeAreTheMU

Get In Touch With Your Union

Your Regional Offices, Organisers, Officers and Regional Committees.



Jamie Pullman

London Region,
33 Palfrey Place, London SW8 1PE
T 020 7840 5504
E london@theMU.org

Regional Organiser Jamie Pullman
Regional Officer Natalie Witts-Kilshaw
Regional Officer TBC
Regional Administrator Helen Cale

Regional Committee for 2020
Karen Anstee, Allan Cox, Amanda Dal, Steve Done, Collin Hinds, Adrian Macintosh, Sam Murray, Kit Packham, Chrissie Ranson-Thompson, Nixon Rosembert, Maxim Rowlands, Ingrid Rueda, Liz Sharp, Brendan Thomas, James Topp, Anthony Wagstaff, Richard Watson, Barbara White.



Paul Burrows

East & South East England Region,
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T 020 7840 5537
E eastsoutheast@theMU.org

Regional Organiser Paul Burrows
Regional Officer Tom Eagle

Regional Committee for 2020
Harriet Bennett, Paul Cheneour, Rick Christian, Nickie Dixon, Julian Field, Andi Hopgood, Xenia Horne, Alison Kay, Richard Lightman, Ian Lindsay, Paul McKenna, Veronica Parker, Chris Walker, Glenn Weston, Peter Willson.



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Regional Organiser Stephen Brown
Regional Officer Ben Benson
Membership Services Assistant Jenny Simpson

Regional Committee for 2020
Bill Bailey, John Brennan, Martha Ann Brookes,
Phil Brookes, Matthew Davies, Sam Draisey,
Connor Hartley, Jason Hill, Veronika Klirova,
Geri Minelli, Colette Overdijk, John Patrick,
Sally Rea Morris, John Ruddick, Graham Sibley,
Jim Simpson, Millicent Stephenson, Andrew Stone-
Fewings, Noriko Tsuzaki, Dan Whitehouse.



Matt Wanstall

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E manchester@theMU.org

Regional Organiser Matt Wanstall
Regional Officer Barry Dallman
Officer Hannah Senior
Membership Services Assistant Val McCarthy

Regional Committee for 2020
Ron Brown, Chris Coates, Vernon Fuller,
Tom Long, Ken Martin, Heidi McGeough,
Claire Mooney, Veronica Perrin, Myra Pigott,
Brian Pilsbury, Robert Scott, Sashwati Sengupta,
Eileen Spencer, Richard Straughan,
Robin Sunflower, Robert Walker, Jim Wright.



Andy Warnock

Wales & South West England Region,

Transport House, 1 Cathedral Road,
Cardiff CF11 9SD

T 029 2045 6585

E cardiff@theMU.org

Regional Organiser Andy Warnock
Regional Officer Ruth Ballantyne
Membership Services Assistant Calliope Cooper-Russell

Regional Committee for 2020

Rebecca Baldwin, Jeff Coleman, Phillip Court, Ellie Daymond, Mike Dell, Sam Gerard, Andy Gleadhill, Steve Hawker, Emma Hughes, Brian Inglis, Tracey Kelly, Mike Nottage, Elizabeth Owens, Tim Rose, Dan Trodden, Roger Wells, Ceri Williams, Stephen Williams.



Caroline Sewell

Scotland & Northern Ireland Region,

2 Woodside Place,

Glasgow G3 7QF

T 0141 341 2960

E glasgow@theMU.org

Regional Organiser Caroline Sewell
Regional Officer Louise Stanners Pow
Membership Services Administrator Becci Abbott

Regional Committee for 2020

Brian Aylward, Diljeet Bhachu, Graham Campbell, Andrew Cruickshank, Cindy Douglas, Derek Doyle, Chris Freeman, Iona Fyfe, Jonathan Griffin, Fergus Kerr, Jani Lang, Kerieva McCormick, Rab Noakes, Neil Patterson, Chris Stearn, Michele Strong, Dave Swanson, Bill Sweeney, Matthew Whiteside, Stephen Wright.

MU Sections

To keep members abreast of any issues which could affect their work opportunities.

A musician's work is varied and our members work in many different ways. To respond to this, the Union has formed 'Sections', which act as focus groups for musicians working in specific areas. These Sections are vital in informing the work of the Union and helping to shape policy.

Membership of any of the Sections is by application to your Regional Office or the Secretary to the Section Committee, and is open to any member who earns all or part of their living from the relevant area. Where necessary, the Sections may choose to elect sub-committees to deal with individual types of employment covered by the overall remit of the Section.

Within a Section, it may be necessary to establish registers of members who work predominantly under the terms and conditions governed by one or more of the Union's collective bargaining agreements (CBA), in order to facilitate accurate balloting of the appropriate members in respect of the renegotiation of the CBA.

Each Section has a democratically elected Committee that meets as required by the EC in order to discuss stakeholder issues and, where necessary, make recommendations to the EC.

The Sections of the Union in 2020:

Live Performance Section

Dave Webster, National Organiser

60—62 Clapham Road, London SW9 0JJ
T 020 7840 5512, live@theMU.org

Music Writers' Section

Kelly Wood, Live & Music Writers' Official

60—62 Clapham Road, London SW9 0JJ
T 020 7582 5566, writers@theMU.org

Orchestra Section

Jo Laverty, National Organiser

60—62 Clapham Road, London SW9 0JJ
T 020 7840 5571, orchestral@theMU.org

Recording & Broadcasting Section

Geoff Ellerby, National Organiser

60—62 Clapham Road, London SW9 0JJ
T 020 7840 5555, rb@theMU.org

Education Section

Diane Widdison, National Organiser

60—62 Clapham Road, London SW9 0JJ
T 020 7840 5558, teachers@theMU.org

Theatre Section

Dave Webster, National Organiser

60—62 Clapham Road, London SW9 0JJ
T 020 7840 5512, theatre@theMU.org

Equalities

The MU is dedicated to representing the diversity of its membership. Every MU member deserves equal opportunities, the same rights to good service, fair representation, respect and dignity while they are working, and access to support and assistance.

John Shortell, Equalities, Diversity & Inclusion Official

60—62 Clapham Road, London SW9 0JJ

T 020 7840 5506

E equalities@theMU.org

How The Union Works

The Musicians' Union is the UK trade union for all musicians.

We stand up for employed and self-employed musicians working in every area of the UK music industry, and in music education.

We work to maximise the employment and overall income of musicians as well as protecting and improving working conditions. We also offer advice, support and legal assistance based on every individual member's needs.

We lobby government at all levels and campaign on a national and international scale on issues of relevance to our members.

We actively oppose all forms of harassment, prejudice and unfair discrimination whether on the grounds of sex, race, ethnic or national origin, religion, colour, class, caring responsibilities, marital status, sexuality, disability, age, or other status or personal characteristic.

We are a democratic organisation

Conference and committees are formed of democratically elected MU members. Every member can be involved as much or as little as they wish. For information about standing for a committee please contact your Regional Office. Members can also submit motions for committees to consider.

Delegate Conference

Delegate Conferences are held every two years and help to form MU policy. The next conference will be held in the summer of 2021. Conference receives a report from the EC on its activities since the last Conference, considers motions and amendments originating from Regional Committees, decides matters of policy and determines rule changes.

Any member who has been in membership for one year at the time of nomination may stand for election as a conference delegate. Arrangements

and procedures for Conference are announced in *The Musician* magazine.

Ballots

Details of the latest ballots for elections to key positions within the MU are published in keeping with the relevant legislation, if any, both in the Ballot results section of the website and in the first available edition of the members' quarterly journal, *The Musician*.

Executive Committee

The Executive Committee (EC) is made up of elected members from the six MU regions and is the MU's main democratic body. Details of current EC members can be found on the website, as can the abridged minutes from the Executive Committee meetings (to members only).

Regional Committees

Each of the MU's six Regions has its own democratically elected Regional Committee (RC). Each RC has 20 members who sit for a two-year term of office. The RC is responsible for MU activities within the Region and considers motions submitted directly to the RC under *Rule VI.2.b*. For national matters, an RC can submit motions to the EC or to MU Conference.

Motions to the EC

There are three methods of making a point to the relevant Union Committee. *Rule VI* of the Rules explains how a point (correctly referred to as a *Motion*) can be submitted — see the *MU Rules* for full details.

- a) A *Motion* moved at a Regional AGM (normally held in September), if accepted, will be sent directly to the EC. The *Motion* will require a mover and a seconder and after debate will be put to a vote by the Chair. Should the *Motion* be adopted by the AGM it is sent, on behalf of all members in the Region, to the General Secretary for consideration by the EC. The result of the EC's deliberations will be conveyed to the Regional Committee

(RC) and the original supporters of the *Motion* via the RC.

- b)** A *Motion* may be submitted for consideration by an RC if it is supported by at least five members of the Region, who must provide their names and membership numbers. If accepted by the RC, the *Motion* will be forwarded by the Regional Organiser to the General Secretary for the attention of the EC. The result of the EC's deliberations will be reported to the original supporters via the RC.
- c)** A *Motion* may be submitted in writing directly to the EC if it is supported by at least 20 members, who must all provide their names and membership numbers. The *Motion* should be forwarded to the General Secretary, who will present it to the EC for its consideration. The results of the EC's deliberations will be conveyed to all the supporters of the *Motion*.

NB: Under *Rule XI.2*, Retired (free) members are not entitled to move, second or support *Motions* to the EC or RCs.

Sections

The Union has 'Sections', which act as focus groups for musicians working in different areas of the music industry. These Sections are vital in helping to shape Union policy. Each Section has a democratically elected Committee that meets to discuss issues and, where appropriate, make recommendations to the Executive Committee.

The MU Sections are:

- Live Performance Section
- Education Section
- Music Writers' Section
- Orchestra Section
- Recording & Broadcasting Section
- Theatre Section

Membership is open to any member who earns all or part of their living from the area of work that the Section covers. For details, please see the website or contact your Regional Office.

Election to the Executive Committee and to a Regional Committee

If you are thinking about standing for election to either the Executive Committee or a Regional Committee, you may find this summary advice useful.

Eligibility

You need to have been a member for at least three years to be able to stand for the Executive Committee, or for one year to stand for a Regional Committee. You can only stand for the Regional Committee for the Region in which you are a member. You need to be nominated by another member of your Region in order to stand for election. All nominations need to be provided to the Regional AGM. Contact your Regional Office for details.

Ballots

Ballots are carried by an independent scrutineer over a three-week period in October and November. You will be advised of the outcome immediately after the close of the ballot. If the number of nominations does not exceed the number of vacant seats on the Committee, no ballot needs to be held and all nominees will be declared as elected.

Campaigning

You may wish to carry out some campaigning activities to improve your chances of success. There are no restrictions placed on how you carry out your campaign, but you should bear in mind that, as with your statement, you are solely legally responsible for your actions.

The role of Chairs and Vice-Chairs of MU Committees

All MU Committees elect, from their own number, a Chair and a Vice-Chair. The EC currently chooses three Vice-Chairs, but this is not recommended for other Committees. In most cases the Chair or Vice-Chairs are elected at the first meeting of the year. However, some Sub Committees and working groups

'You need to be nominated by another member of your Region in order to stand for election. All nominations need to be provided to the Regional AGM.'

may choose to elect a Chair on a meeting-by-meeting basis.

The primary role of the Chair (and Vice-Chair in the Chair's absence) is to keep order at the meeting. This involves making sure that everyone, who wishes to, has a chance to speak without interruption, and that the agenda is dealt with in a business-like and efficient way. The Chair should remain impartial during debate. If the Chair wishes to put forward an opinion he/she should request permission of the meeting. When summing up a debate, the Chair should put across both sides of the argument with equal emphasis.

Currently, the Chair of the EC has a casting vote. Should a casting vote be afforded to a Chair of a Union Committee, other than the EC, it should only be used when the members of a Committee are equally divided on an issue and there is an equality of voting. Although it is not a requirement, it is normal practice that a casting vote, when used, is cast in support of the status quo. It is the duty of the Chair to uphold the Union's Rules and the standing orders and/or constitution of the Committee.

In some cases, the Chair may be asked for a 'ruling'. In complex matters relating to interpretation of the *MU Rules*, Chairs are recommended to suspend discussion on the agenda item and seek guidance, through the Secretary to the Committee, from the General Secretary.

Between meetings, Chairs and Vice-Chairs are expected to liaise with the Secretary or Administrator of the Committee over such issues as items for the agenda of the next meeting and progress on action points taken at previous meetings.

The Chair and Vice-Chair have the same responsibility as other Committee members. They are not authorised by the Executive Committee to act or speak publicly on behalf of the Union. All paperwork and issues for consideration by the Committee must be sent to the Committee Secretary for distribution to the members of the Committee.

Should a member of the Committee wish to suggest an agenda item, they should notify the Secretary of the Committee, who will inform the Chair and Vice-Chair.

Although it is sensible to have an experienced and knowledgeable Chair, it is not good practice to keep the same person in position year after year, no matter how competent that person is. Hopefully this will be self-regulating, but Committees should bear it in mind when selecting candidates for Chair and Vice-Chair.

Free Members

Rule XI, which governs the MU's policy on Free and Concessionary Membership where a member is no longer working, allows those members who meet the following criteria to acquire Free or Concessionary Membership status, at the discretion of their RC. This Rule applies to all MU members, no matter when they were granted their Free or Concessionary Membership.

Eligibility

A member is entitled to apply for Free Membership under *Rule XI.2* if:

- Their subscriptions are not in arrears.
- They have been a member for at least 20 continuous years.
- They are permanently unable to follow any employment.

Alternatively, they may apply if:

- Their subscriptions are not in arrears.
- They have been a member for at least 35 continuous years (although the EC has a discretion to waive this condition in exceptional circumstances).
- They have retired from the profession of music.

A member is entitled to apply for Concessionary Membership under *Rule XI* if:

- Their subscriptions are not in arrears.
- They have been a member for at least 35 continuous years.
- They have retired from the profession of music.

Alternatively, a member in full-time education will qualify for Concessionary Membership if:

- They notify the Union that they are in full-time education, which for new

members will be apparent from their application form.

- They provide proof of student status when requested to do so.

Free Membership benefits

Free Members, under *Rule XI*, are entitled to:

- Financial assistance from the MU Benevolent Fund, including funeral grants.
- Legal advice or assistance, but only in connection with work undertaken, contracts signed or other activities which took place during the period of their full (or concessionary) membership, and subject to the established criteria for such advice or assistance.
- Receive *The Musician* journal and other communications.

Free Members are not:

- Eligible to vote in MU elections and ballots, accept or support nominations for positions on Committees or delegations; move, second or support *Motions* or recommendations.
- Entitled to public liability or equipment insurance, or contract and music business advice.

The range of benefits, services and privileges attached to Free Membership is at the discretion of the EC, which is entitled to exercise its discretion differently between the two categories of Free Member.

Concessionary Membership benefits

Concessionary Members under *Rule XI* are entitled to the full range of the MU's benefits and services.

Applications

Any applications for Free or Concessionary Member status should be made to Regional Organisers.

Data protection

How we treat your information

The MU will obtain personal information from you when you register to become a member, make a purchase from us, or enquire about our non-member services. We will use your personal details and other information, in accordance with the preferences you have communicated to us, to provide you with our current

and future products and services, for administration and member services purposes (including the production of the MU National Directory), for marketing and to ensure that the content, services and advertising that we offer are tailored to your needs and interests.

We may keep your contact information indefinitely for these purposes so that we are able to continue to provide those aspects of the member or non-member services which continue beyond the term of your membership or association with us (for example, if we are asked, in the future, to contact you in respect of royalties).

We will keep your payment records and relevant financial information for a period of seven years beyond the term of your membership or association with us so that we can audit our financial transactions. Otherwise, we will not retain any information obtained from you after a period two years beyond the term of your membership or association with us.

We may need to share your information with our service providers and agents for these purposes. We may disclose personal data in order to comply with a legal or regulatory obligation.

We may share your information with industry agents and collecting societies to assist them with the distribution of royalties by them to you; however, we will always contact you and obtain your consent prior to such a disclosure.

In addition, we may disclose your personal information, including your status as an MU member, to third parties where we reasonably consider such disclosure to be for your benefit and, where practicable, we will obtain your consent prior to such a disclosure.

It is not our practice to sell or rent our mailing list information indiscriminately. However, on occasion, we may wish to share your information with our business partners for marketing purposes.

We or they may contact you by mail, telephone, fax, email or other electronic messaging services with offers of goods and services or information that may be of interest to you.

By providing us with your telephone number(s), fax details or email address you consent to being contacted by these methods for these purposes.

If you do not wish to receive marketing information from us or from our business partners, please write to the Deputy General Secretary, Musicians' Union, 60—62 Clapham Road, London SW9 0JJ, or email info@theMU.org

By providing us with your personal information, you consent to our processing of your sensitive personal data, such as your MU membership, for the above purposes. You also consent to our transferring of your information to countries or jurisdictions which do not provide the same level of data protection as the UK, if necessary for the above purposes. If we do make such a transfer, we will put a contract in place with the receiving party/parties to ensure that your information is protected.

If you provide us with information about another person, you confirm that they have appointed you to act for them, and have consented to the processing of their personal data by the MU, including sensitive personal data, and that you have informed them of our identity and the purposes (as set out above) for which their personal data will be processed.

You are entitled to ask for a copy of the information we hold about you (for which we may charge a small fee) and to have any inaccuracies in your information corrected. For quality control and training purposes, we may monitor or record your communications with us.

Should your personal details alter, if you change your mind about your marketing preferences, or ever have any queries about how we use your information, please let us know by contacting the Deputy General Secretary, Musicians' Union, 60—62 Clapham Road, London SW9 0JJ, or email info@theMU.org

This data protection notice may change and, therefore, you should view it regularly at the [MU.org](http://theMU.org). We will, of course, notify you of any changes where we are required to do so. Further information about data protection

'It is not our practice to sell or rent our mailing list information indiscriminately. However, on occasion, we may wish to share your information with our business partners for marketing purposes.'

is available from the Information Commissioner's website, at ico.gov.uk

Please note that members who wish to read the Union's latest Privacy Policy should visit the homepage of theMU.org

Independent Scrutineer

The Executive Committee has appointed Popularis Ltd, Nutsey Lane, Totton, Southampton SO40 3RL, as the Union's Independent Scrutineer for the current period.

What Can The MU Do For You?

Naomi Pohl, MU Deputy General Secretary

'The Musicians' Union is an organisation respected around the world, that represents over 30,000 musicians who work across all sectors of the music industry.

'In addition to negotiating with major employers on behalf of musicians, the MU offers services expressly tailored for the self-employed, providing assistance for full- and part-time professional and student musicians of all ages.

'While endeavouring to promote the rights

and interests of its members, the MU strives to ensure that technological advances are harnessed to promote more work opportunities for musicians.

'The Musicians' Union has a host of specialist, full-time officials available to immediately tackle issues raised by musicians working in the live arena, the recording studio, or when writing and composing. These issues can range from copyright protection to valuable contractual advice, or from the recovery of unpaid

fees to crucial work in the area of health and safety.

'MU members, regardless of the musical genre in which they work, are part of one of Europe's leading music industry bodies, and the Union's democratic structures offer every opportunity for musicians to influence its policy in a very real manner.

'Add to this the many services that the MU provides and you have an organisation that can assist its members throughout their careers and beyond.'

Financial services and advice

Salary and rate negotiation

The MU negotiates salaries and working conditions on behalf of our employed members and can advise self-employed members on fees. Agreed rates for employees result from negotiations with employers — such as the BBC, the British Recorded Music Industry (BPI), TMA and SOLT — and are endorsed by the MU's Executive Committee (EC).

The Union provides its orchestral members and those working in theatre with comprehensive information regarding pay and conditions. This information may take the form of analysis and comment on the key issues affecting their industry sector, for example travelling with instruments, freelance agreements and media deals.

Fee collection and distribution

A Royalties Department has been established at the MU's HQ in London. The Department collects income from music users (record companies, film companies, advertising companies, production

companies and so on) and distributes it to MU members and other musicians, under a number of industry agreements. The lists of outstanding amounts can be accessed via the 'Money Owing' section of the MU website, theMU.org

Pension schemes

Recognising the crucial importance of making an ongoing financial provision for later years, the MU offers members access

'The MU strives to ensure that technological advances are harnessed to promote more work opportunities for musicians.'

to a number of pension providers, depending on individual circumstances. MU agreements with a variety of employers, such as the BBC, ITV and West End theatres, include provision for a pension contribution within musicians' contracts. For more advice and information on any of the benefits offered by the MU, visit theMU.org. For more specific advice on pensions, visit Hencilla Canworth's site: hencilla.co.uk

Media and session specialists

The Musicians' Union has a Recording & Broadcasting department that looks after session members' recorded performances. We negotiate agreements with broadcasters, film producers and record companies, plus collect and send musicians the fees, where applicable, or other uses of those recorded performances. This dedicated department can also supply full details of media agreements for members working in the recording environment.

Campaigning Campaigns and lobbying

The Musicians' Union campaigns on behalf of its members at local, national and international levels. The MU is in regular contact with Government Ministers, MPs, Peers and civil servants to ensure that musicians are represented during vital debates that affect musicians working at all levels of the industry.

The MU, as part of the Performers' Alliance All-Party Parliamentary Group, organises meetings and receptions at the House of Commons that give performers the opportunity to meet and discuss issues with members of both Houses.

In addition, the MU plays a leading role in the International Federation of Musicians (FIM), founded in 1948, which is the international organisation for musicians and incorporates 72 unions from across the world. FIM's main objective is to protect and further the economic, social and artistic interests of musicians organised in member unions. For further details visit fim-musicians.org

The Musicians' Union's current campaigns are featured on the website and you will also receive regular member emails detailing what the MU is doing. Current campaigns include:

Work Not Play – tackling the issue of unpaid work

Keep Music Live – fighting to protect live music everywhere

#WorkingInTheEU – working to ensure that musicians continue to be able to tour easily in the EU

#SupportMyMusicTeacher – protecting the rights of instrumental teachers

Creating Without Conflict – addressing issues of bullying and discrimination

The Musician Behind the Moment – highlighting the value of orchestral players

MU SafeSpace

We have set up an email account – safespace@themu.org – to provide a safe space for all musicians to share instances of sexism, sexual harassment and sexual abuse that have occurred in the music industry.

All emails are treated in the strictest confidence and no action will be taken on your behalf without your prior consent.

MU Supporters

A new initiative by the MU aims to build the Union's network of activists beyond its membership. The scheme, launched in 2018, intends to boost the MU's lobbying power and influence by encouraging those who care about music – but are not musicians or MU members – to participate in the Union's campaigning activities.

Supporters sign up to receive a regular MU campaign update. We encourage all musicians to share this initiative with family, friends and contacts.

The MU Political Fund

Trade union members need a political voice. Politicians make decisions that affect the lives of union members at work and at home. Unions need to be able to influence those decisions.

For that they have to have a Political Fund. The Political Fund allows the MU to pay its share of the costs of the Performers' Alliance All-Party Parliamentary Group, a cross-party group of MPs and Peers

that we have regular meetings with who act as advocates for the performing arts.

It also allows us to remain affiliated to the Labour Party.

If you do not wish to contribute to the MU Political Fund, you have the right to opt in or out of paying the levy whenever you want.

Help in times of need

Benevolent assistance

One of the stated objectives of the Musicians' Union is to provide benevolent assistance to members or their dependants in times of need, whether due to illness or another cause.

To this end, the MU maintains a benevolent fund, from which grants may be authorised by the Regional Committees. Members can also apply to their Regional Committee for a short-term grant in times of hardship. Contact your Regional Office for more details.

Maternity, Adoption and Parental Grants

Adoption grants of £250 are available to both male and female members. They are not payable to those members who are disqualified from benefits and services under *Rule XI.2* or *Rule XI.4* at the date of the adoption.

Grants are not available until the second consecutive year of membership, and must be made within six months of the date of adoption. Claim forms are available from the MU website or from your Regional Office. The original adoption certificate must be provided to support the claim.

Grants are available on a per-adoption basis. If twins are adopted at the same time, or if both parents are members, only one grant is payable.

Maternity grants of £250 are available to female members. They are not payable to those members who are disqualified from benefits and services under *Rule XI.2* or *Rule XI.4* at the date of birth.

Grants are not available until the second consecutive year of membership, and must be made within six months of the date of birth. Claim forms are available from the Musicians' Union website or from your Regional office. The claim must

be supported by a copy of the maternity certificate (form MAT B1) or a statement from your GP on the claim form.

Grants are available on a per-birth basis. In the case of a multiple birth, only one grant is payable. If both parents are members, only the maternity grant is payable.

Parental grants of £250 are available to male members. They are not payable to those members who are disqualified from benefits and services under *Rule XI.2* or *Rule XI.4* at the date of birth of the child.

Grants are not available until the second consecutive year of membership, and must be made within six months of the date of birth. Claim forms are available from the MU website or from your Regional office. The claim must be supported by a copy of the birth certificate, on which the member is named as the father of the child.

Grants are available on a per-birth basis. In the case of a multiple birth only one grant is payable. If both parents are members, only one maternity or one parental grant is payable.

MU Funeral Grant

A funeral grant of £250 is payable in respect of Union members whose death occurs during their membership. A claim form is available from your Regional Office.

Other sources of assistance

Help Musicians UK

Help Musicians UK is the music industry's own charity — the largest in the UK — and is funded entirely by donations and bequests from music lovers and musicians.

It provides help and support to musicians and their dependants, and those in related occupations, when illness, accident or old age bring stress or financial burdens to bear. In addition, it funds many other organisations and projects within the music industry.

These initiatives include training for young musicians and research into health concerns for performers. For more info, contact:

'The Musicians' Union website contains hundreds of pages of news, documents and information.'

Help Musicians UK, 7—11 Britannia St, London WC1X 9JS, call 020 7239 9100, or visit helpmusicians.org.uk

Royal Society of Musicians

The Royal Society of Musicians of Great Britain was founded in 1738 by George Frederick Handel and others, to support musicians and their families when in distress due to 'age, infirmity or disease'. For more information, write to: the Royal Society of Musicians, 26 Fitzroy Square, London W1T 6BT, telephone 020 7629 6137, or visit royalsocietyofmusicians.org

PRS Members' Fund

PRS Members' Fund was founded under the name of the Performing Rights Society (PRS) in 1934. The PRS Members' Fund exists to help all of its members, ex-members and the dependants of deceased members.

The type of help offered includes short-term loans to cover unexpected financial crises and one-off payments in cases of hardship or illness. For full information about PRS Members' Fund, please write to: The Secretary, PRS Members' Fund, 2 Pancras Square, London, N1C 4AG. Alternatively, please call 020 3741 4067 or visit prsmembersfund.com

Medical assistance

British Association for Performing Arts Medicine (BAPAM)

BAPAM is a unique charity that delivers specialist health support to musicians via free and confidential GP assessment clinics, and referrals to the best treatment available.

BAPAM now has clinics in Birmingham, Cambridge, Cardiff, Dublin, Glasgow, Leeds, London, Manchester, Newcastle and Portsmouth. For an appointment,

please phone 020 7404 8444 or 020 7404 5888 between 9am and 5pm, Monday to Friday.

For more information, a list of complementary and mainstream practitioners, and guidance on staying fit and healthy, please visit bapam.org.uk

MU communications

The *Musician* magazine

The MU, in partnership with the content marketing agency, Future Fusion, produces *The Musician*, the Union's magazine. *The Musician* is distributed quarterly to members, and each edition includes interviews, articles, news for members, campaigns and reviews.

The journal is also produced in audio format for visually impaired members. Any members wishing to receive MU publications in a specific format are recommended to contact their Regional Office.

Material for consideration for inclusion in the journal should be sent to: The Editor, *The Musician*, 60—62 Clapham Rd, London SW9 0JJ. Alternatively, material can be emailed to keith.ames@theMU.org

MU website

The comprehensive Musicians' Union website at theMU.org contains hundreds of pages of news, documents and information. This facility not only enables members to access the benefits of membership online, but also acts as a gateway to the industry, offering links to many useful industry websites. Members create their own password to access the secure members' areas of the website.

The site also offers members access to an online directory of members (theMU.org/Connect), which can be searched by musical style and instrument. The website allows users to filter news according to their interests and their Region.

Logged-in members can download a copy of their Public Liability Certificate, select their communication preferences, post their own news on the Forum and read postings on a variety of topics, including work available, stolen instruments and equipment for sale.

Digital communications

The MU increasingly keeps members up to date with news and events via customised emails. In order that you can benefit fully from the MU's member communications, please ensure that the MU has your email address on file. Plus members are encouraged to follow the Union on Twitter **@WeAreTheMU**

Your contact details

To submit, amend or check your contact details that are currently held on file by the Union, please visit the Online Directory of Members at **theMU.org**. Alternatively, contact your Regional Membership Administrator via the contact details provided on your Membership Card.

Glossary

A basic guide to terms and phrases that may be unfamiliar in Musicians' Union communications.

Promulgated Rate

Guideline rates of pay (the 'Union Rate'), published by the MU's Executive Committee (EC), to encourage the fair payment of freelance musicians.

Section

Sections are industry-based groups of members with elected committees that inform the EC on issues affecting musicians working in that area.

Delegate

A delegate is someone elected to represent and speak or act on behalf of a group at a meeting or conference. The MU's Delegate Conference takes place every two years and decides matters of policy, future priorities and determines rule changes.

Motion

A formal request made to a Committee or Conference by a group of members who wish to receive support for, or a decision on, a particular matter. A motion must call for action or a decision and not be a statement of opinion alone.

Committee

An elected group of members who regularly meet to consider, report, or act on important issues. As a member, you can stand for election to your Regional Committee, Section Committees, Equalities Committee and/or the Executive Committee.

Activist

Someone who gets involved in supporting the causes and campaigns of the Union. This might be recruiting non-members, signing a petition, sharing news and campaigns on social media, attending a meeting or taking part in direct action.

Union recognition

When an employer recognises a union, and agrees to negotiate (collectively bargain) on pay, terms and conditions with that union.

Collective bargaining

Negotiations between an employer and a union to determine conditions of employment such as wages, working hours, overtime, holidays and sick leave.

Specimen Contract

The MU produces a range of specimen agreements and explanatory notes to act as a guide for members to the content of these types of agreement. It is important to note, these are strictly for information purposes only and not intended for use.

Standard Contract

Members are strongly advised to obtain written confirmation of all engagements. The MU produces Standard Contracts for such engagements and these are available from your Regional Office and the MU website. It is in members' interests to always use these Contracts as they provide evidence of the conditions of an engagement if a dispute should arise.

Union steward

Stewards are members who volunteer to be a point of contact in their workplaces and represent the interests of their colleagues to the Union.

Consultative ballot

This is where the Union asks members for their opinion on a matter relating to their employment or area of work. Whilst any subsequent decision always rests with the EC, the outcome of the ballot will make a valuable contribution in helping the EC to make an informed decision.

Casual vacancy

An empty seat on a committee during a term of office. It may be filled by ballot, or by co-opting another member.

Standing orders

Rules governing the way that decisions are made, procedures undertaken and motions received by committees and at conferences.

Get Involved – Support Your Union At Work

You have joined our Union,
now make it *your* Union.

Shape what we do for the next two years

- Attend the MU's Delegate Conference as part of your Region's delegation
-

Be part of the governing body of the Union

- Stand for election to our Executive Committee
-

Get involved in the MU's work where you are

- Put a motion to your Regional Committee
-

Keep us up to date with developments in your sector

- Join your Section and/or stand for your Section Committee
-

Check our ability to represent all members

- Get involved in our equalities work
-

Be active in your workplace

- Become a Hub Rep or an Orchestral Steward
-

Support our campaigns

- Tell people about them, share your experiences and attend events
-

Help your Union grow

- Introduce people to the MU and encourage them to join us
-

Legal Advice & Information

For the latest information go to [theMU.org](https://www.themu.org) or contact your Regional Office (see p12-p14)

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Always Get It In Writing

Legal help offered by the MU, including business advice, contract services, legal assistance and other benefits.

Horace Trubridge, MU General Secretary:

'The music business today is a minefield that needs careful negotiation to avoid a mishap. All business relationships that you enter into should be clearly and carefully set out in agreements that are fair to all concerned. That's where the MU comes in.

'For instance, the Union can help you make sure the management contract you sign is fair and includes all of the necessary clauses to ensure that your best interests have been taken care of and that the manager will be fairly rewarded for his/her endeavours.

'However, it is not just long-term relationships that need to be set out in writing — even something as simple as a one-off gig in a pub should be at least subject to an exchange of emails setting out the details.

'Ideally, you should use one of the Union's standard contracts, which have been designed to cover most types of engagement and can be downloaded from the MU website at theMU.org

'Remember, verbal agreements are very difficult to enforce, hence the old music industry dictum that "a verbal agreement isn't worth the paper it's written on". If you are offered an agreement or contract, contact the Union and we will make sure that you get proper advice from industry lawyers. We can also advise you on contracts offered for work overseas.

'One final but most important piece of advice: think very carefully before you sign any agreements. Ask yourself: "Is this the right deal for me? Is this agent/manager/record company/publisher going to stick by me through thick and thin and promote my best interests at all times for the duration of the agreement?" You might feel flattered that someone is, at last, recognising your worth, but don't let that cloud your judgement. If you have any doubts whatsoever, don't sign. Remember, should you commit to a legally-binding contract that you subsequently discover is not in your best interests, it is very unlikely that the Union would be able to help you.'

The MU offers business services and advice to help you be more successful and profitable in your musical career. This includes specific services, such as the Contract Advisory Service and the Partnership Advisory Service, and also general advice and information, which you will find in the following pages.

Each issue of *The Musician*, our award-winning journal, focuses on a particular music business topic and offers a range of advice-based features.

Contracts

Contract Advisory Service

Throughout their professional life, musicians may be required to enter into

complex and often long-term agreements for such services as recording, songwriting, management, touring and merchandising. It is vital that musicians receive expert advice on the terms and implications of such contracts. This service could be obtained, at a cost, from one of the many solicitors who specialise in music business matters.

However, during the early stages of a musical career, Musicians' Union members may be invited to enter into an agreement whilst not having the means to pay for such legal advice. To cater for such circumstances, the MU offers members a Contract Advisory Service (CAS), which, in the vast majority of cases,

is available at no cost and grants up to an hour of our specialist solicitor's time on any music contract.

And with CAS Aftercare, we may also be able to advise and/or assist you further, either directly or, in appropriate cases, by instructing the solicitors to carry out further work and/or negotiations on your behalf, in order to try and finalise your contract for signature. Please note however, that if you decide to instruct your own solicitors we will be unable to provide CAS or Aftercare, and that in the case of band contracts, CAS Aftercare is only available where all the band members are Musicians' Union members, or join. To make use of the CAS service, contact your Regional Office.

MU Standard Contracts

Members are strongly advised to obtain written confirmation of all engagements. The MU produces Standard Contracts for engagement and these are available from your Regional Office or at theMU.org

It is in members' own interests to always use an MU Standard Contract as these provide evidence of the conditions of an engagement if a dispute should arise. The MU cannot always assist if the contract does not cover you, or if you do not have one. In cases where standard MU contracts are not used, written evidence of engagements is essential.

A letter or note should specify the date, time and place of the engagement, the fee, and that the engagement is subject to MU rates and conditions. Such a letter or note should be signed by someone fully authorised to do so.

Penalty clauses

Members will note that none of the MU Standard Contracts contains a sliding scale of fees payable in the event of cancellation. This is because once a gig is contracted, the full amount is due if the hirer cancels, subject only to an obligation to mitigate your loss, by trying to find alternative work. Members sometimes insert a sliding scale of fees into their contracts, so the closer to the gig date the cancellation occurs the higher the sum payable. Unless there is a legitimate business interest protected by the clause, and the sum payable is not extravagant,

exorbitant or unconscionable, then it may be regarded in law as a "penalty" and unenforceable, especially if you manage to find replacement work.

Members using these sliding scales in their contracts should therefore be prepared to justify their figures. A sliding scale can also mean you receive less in compensation than you might otherwise receive had you sued for the full fee subject to mitigation.

Employment Contract Advisory Service (ECAS)

Should you be offered a contract of employment, or a contract that requires you to provide personal service, we will arrange for a specialist employment lawyer to review it and provide you with appropriate advice on the contract.

The lawyer will also provide you with practical advice and guidance should you wish to negotiate better terms with your employer. The following are some issues you should consider when entering into an employment contract:

- Are you content to enter into or work under a contract of employment in principle? There are advantages to employment status (such as the right to bring certain claims in the employment tribunal) but there may be some disadvantages depending on your particular circumstances.
- You should ensure the date your period of continuous employment began or will begin is clear. Check if any employment with a previous employer counts towards your continuous service. This is important because continuity of employment is used when calculating various rights, including unfair dismissal and statutory redundancy payment rights.
- Check if the employer is asking you to be subject to a probationary period. This is unlikely to be appropriate if you are already employed by this employer but are being offered new terms.
- Check your job title and job description carefully. This may be important should the employer propose to change your role and duties later on; the absence of a clear job title and a comprehensive job description may

have a substantial impact on the strength of your position.

- Ensure the working arrangements are set out clearly.
- Consider if you need to spend any time working from home or if you are required to work at different locations. Note that a contractual requirement to be mobile and work at different locations may have a bearing on the issue of whether or not you are redundant in some circumstances.
- Ensure your pay and pay arrangements are set out clearly. Is there a provision confirming salary will be reviewed annually? Ensure also that any other benefits such as bonuses, company car or insurance are set out in the contract and if they are agreed to be contractual benefits, this should be made clear. Complex issues can arise regarding bonuses and it would be prudent to discuss these issues in more detail with your Regional Office if you have any particular concerns.
- Are you to work part time or full time? There should be no real differences between a contract of employment for a part-time employee and a full-time employee, other than that certain benefits will be pro-rated and the hours of work will be different.

However, there are a number of legal issues that can arise when working part time. Further advice from your Regional Office can be sought if there are any particular concerns.

- Ensure the normal hours of work (if any), overtime arrangements and rates of pay for any overtime are clear.
- Consider if any office manual or staff handbook or other rules and procedures are part of the employment contract. You can discuss this with your Regional Officer.
- Check the holiday provisions carefully. For example, will you be required to take holiday during term holidays? The employer's holiday year should be recorded and the rules that apply

with regard to taking holiday and carrying over holiday into the next year should be clear.

Check if you will be required to work on public holidays. If not, check whether public holidays are included within your annual entitlement and seek an amendment if appropriate.

- Be vigilant to any unusual grounds for summary dismissal (dismissal without payment of notice), for example, poor performance, and seek their removal from the contract.
- Check the length of your notice period. The employer is obliged to give a statutory minimum of one week for each year of continuous service up to a maximum of 12, but a longer contractual notice period is likely to be reasonable, e.g., for senior employees.
- If the contract contains a clause requiring you to retire at a certain age, generally we would recommend you resist this as that is unlawful discrimination because of age unless objectively justified.
- You should check what pension scheme is offered (if any) and if the employer will make contributions to your pension. At the very least, it may be reasonable for you to argue that the employer should match your pension contributions up to a certain percentage, e.g., 5% of the salary.
- If your employer agrees there is a collective agreement with the MU, it should be made clear if that agreement (or parts of it) is expressly incorporated into the contract.
- Check if your employer requires an assignment of copyright and intellectual property in relation to work created during the course of the employment. The starting point is that work created in the course of employment will be owned by the employer. If you have specific concerns, you can discuss these with your Regional Office.
- Note that a clause that restricts your activities for a period post employment (e.g. not to compete with the business) will usually be inappropriate save where you are important to the business.

Should you need to return for further legal advice about the contract, you can contact your Regional Office and specialist employment law advice can be provided.

Specimen Agreements

The MU produces a range of Specimen Agreements and explanatory notes, which are offered free to members, to act as a guide to the content of these types of agreement. The subjects covered by these include:

- Partnership
- Recording
- Publishing
- Management
- Distribution
- Merchandising
- Production
- Co-writing
- Synclicensing

Copies of these Specimen Agreements are available from your Regional Office or theMU.org

Copyright FAQs

What is copyright?

Basically, copyright is the right to prevent copying, so the owner of copyright can prevent others copying his/her work. In the UK, the Copyright Designs and Patents Act 1988, as amended, ("the Act"), creates a further five primary infringements of copyright in addition to copying:

- Issuing copies to the public.
- Renting or lending the work to the public.
- Performing, showing or playing the work in public.
- Communicating the work to the public.
- Making an adaptation of the work or doing any of the above in relation to an adaptation.

In addition, the Act creates a number of secondary infringements:

- Importing, possessing or dealing with an infringing copy.
- Providing means for making infringing copies.
- Permitting the use of premises for an infringing performance.
- Providing apparatus for an infringing performance.

Who is the owner of copyright?

The author of the work — that is the person who created the work — is the first owner

of copyright in it. So, as regards to the music (a musical work), the composer would be first owner of copyright, and as regards to lyrics (a literary work), the writer would be the first owner.

Regarding the following, the Act specifies:

- **A sound recording:** the author is the producer.
- **A film:** the authors are the producer and principal director.
- **A broadcast:** the person making the broadcast.
- **A typographical arrangement of a published edition:** the publisher.

"Producer" is defined in the Act as meaning in relation to a sound recording or a film, the person by whom the arrangements necessary for the making of the sound recording or film are made. And where a work is created jointly, there can be joint authorship. But where a literary, dramatic, musical or artistic work, or a film, is made by an employee in the course of their employment, the employer is first owner of copyright, unless the contrary has been agreed.

However, works can be assigned from one owner to another, provided that the assignment is in writing and is signed by the person assigning the work. Most publishing contracts will assign copyright from the composer/writer to the publisher so thereafter the publisher is the copyright owner of the work.

What works can acquire copyright?

Providing qualification requirements are met, copyright can subsist in:

- Original literary, dramatic, musical and artistic works.
- Sound recordings, films and broadcasts.
- The typographical arrangement of published editions.

Copyright can also exist in an arrangement or orchestration of a musical work, quite separately from the copyright in the original musical work. If A writes an original composition then B helps him arrange it, A will remain owner of the copyright in the original version, while A and B can be joint owners of copyright in the new arrangement. However, any 'adaptation' of a musical, literary or dramatic work will be an infringement of copyright in the

original work if made without the copyright owner's consent.

Since an arrangement or transcription of a musical work is an adaptation you will need the consent of the composer of the original work (or if the work has been assigned to a publisher, the consent of that publisher) to make an arrangement of it. If A wants to use a particular arranger (B) to make an arrangement of A's work, an agreement can be made between A and B that some share of copyright in the arrangement (but not in the original work) will be attributed to B.

This is a matter of negotiation, but it is important to remember that arrangers, producers and orchestrators have no automatic right to arrange your copyright work without your permission, and that you have no right to arrange someone else's copyright work without their permission. Often permission to make a new arrangement is only granted on the basis that 100% of the new arrangement is assigned to the original composer (or their publisher).

What are the qualification requirements for copyright?

Qualification for copyright protection under the Act is by reference to the author or to the country of first publication. The provisions are rather complex and you should always take expert advice. Essentially, to gain copyright protection under the Act, either the author of the work must be a British citizen, British national, British subject, etc, or domiciled or resident in the UK, or the UK or some other country to which the Act applies must have been the country of first publication of the work.

When does a work acquire copyright?

Unlike some countries, such as the USA where copyright requires registration to gain full protection (see copyright.gov), in the UK, copyright in a work comes into existence when the work is created. However, since there is no copyright in an idea, the Act spells out that musical works, literary works and dramatic works only come into existence as works capable of copyright protection once the work has been recorded in writing or otherwise. Therefore, music (musical works) and lyrics (literary works) only acquire copyright

once written down, or recorded on tape or disc, or into a computer, etc, and do not have copyright while only in your head. Rather strangely, this means that if you improvise a new musical work with your band on stage and someone in the audience bootlegs you, the new work gains copyright protection only because of the bootleg recording. If it was not bootlegged, the new work would have no copyright protection.

How long does copyright last?

- **Literary works (lyrics):** the life of the author plus 70 years.
- **Musical works (music):** the life of the composer plus 70 years. But as regards works of joint authorship or co-authorship — the life of the last surviving author or composer plus 70 years.
- **Sound recordings:** generally, 70 years from the end of the calendar year of release.
- **Broadcasts:** 50 years from the end of the calendar year of broadcast.
- **Films:** 70 years from the end of the calendar year in which the death occurs of the last to die of: principal director; screenplay author; dialogue author; composer of music specially created for and used in the film.
- **Typographical arrangement of published editions (for example a music score):** 25 years from the end of the calendar year in which the edition was published.

What are moral rights?

The paternity right

Authors of literary, dramatic, musical or artistic works (and the directors of films) have the right to be identified as the author (or director) of the work.

However, the right to be identified must be asserted in an assignment of copyright or in an instrument in writing, which must be signed by them before it is enforceable.

The integrity right

The right to object to derogatory treatment of your work — 'treatment' means an addition to, deletion from, or alteration or adaptation (and an arrangement or orchestration is an 'adaptation' — see above) of the work.

A treatment is 'derogatory' if it amounts to a distortion or mutilation of the work, or is otherwise prejudicial to the honour or

reputation of the author. An arrangement could be a derogatory treatment of a musical work.

Make sure that you attribute copyright in your will

Copyrights owned on death, whether sound recordings, lyrics, music, videos or sheet music, will pass to specified people in your will as personal property. MU Legal Official Dawn Rodger notes: 'Any physical property bequeathed under the will, such as physical tapes, home videos, writings or recordings that contain copyright work of yours unpublished at the time of death, will carry with it the copyright in that work. In other words, whoever the unpublished work belongs to after the death can exploit it, and keep exploiting it so long as it is still in copyright.'

Rights include such things as performers' property and non-property rights and performers' and authors' moral rights. You may want to stipulate specific uses in the will. For example, you may not want samples used from your songs, or have your songs used in certain types of film, or you may not want private images or film made public.

Royalties for works registered with collection societies including MCPS, PRS, and PPL are paid to whoever is entitled after the writer or performer dies. The executor, administrator or next of kin will need to contact each society.

For advice on agreements and contracts, and for help on how to find a probate lawyer, contact your Regional Office.

False attribution

The right not to have a literary, dramatic, musical or artistic work falsely attributed to you as the author.

It does not give you a right to complain if you wrote/composed the work but were not credited as author (that is the paternity right described above). It gives the right to the person wrongly credited as author. This right does not apply to authors of sound recordings, broadcasts or typographical arrangements.

Right to privacy of photographs and films

The right to prevent copies being made and issued to the public if you

commissioned the photos or film for private and domestic purposes (for example, wedding or family photos).

No right of privacy would arise where photos of your band are commissioned for promotional or business use.

Performers' rights FAQs

What are performers' rights?

Rights conferred on a performer over the exploitation of his/her performance.

What is a performance?

Under *CDPA s180(f)* 'Performance' is defined as:

- a) a dramatic performance (including dance and mime);
- b) a musical performance;
- c) a reading or recitation of a literary work;
- d) or a performance of a variety act or any similar presentation which is, or insofar as it is, a live performance given by one or more individuals.

Which performances qualify for protection?

The performance must be given by a qualifying individual or take place in a qualifying country (similar to the qualification requirements for copyright — see above).

What are performers' non-property rights?

- In short, the rights are;
- Not to be recorded live (except for private use).
 - Not to be broadcast live.
 - Not to be recorded off a live broadcast (except for private use).
 - The so-called "use it or lose it" right.
 - The right to supplementary annual remuneration.

Performers' non-property rights are not assignable.

What are performers' property rights?

In relation to a recording of a performance:

The reproduction right

A performer's property rights are infringed by any person who, without the performer's consent, makes a copy of a recording of their performance.

The distribution right

A performer's property rights are infringed by any person who, without the performer's consent, issues copies to the public of a recording of their performance.

The rental and lending right

A performer's property rights are infringed by any person who, without the performer's consent, rents or lends copies of a recording of their performance to the public.

The making available right

A performer's property rights are infringed by any person who, without the performer's consent, makes available a recording of the whole or a substantial part of a performance by electronic transmission in such a way that members of the public may access the recording from a place and at a time chosen by them.

Performers' property rights are assignable.

Equitable remuneration

Where the whole or a substantial part of a qualifying performance is:

- Played in public.
- Communicated to the public otherwise than by being made available by electronic transmission (see above).

The performer is entitled to equitable remuneration from the owner of copyright in the sound recording. (Collected and distributed by PPL/UK Performer Services).

How long do performers' rights last?

Performers' rights last 50 years from the end of the calendar year in which the performance took place; or if during that period a recording of the performance (other than a sound recording) is released, then they last 50 years from the end of the calendar year in which it is released; or if during that period a sound recording of the performance is released, then they last 70 years from the end of the calendar year in which it is released.

How do Session Fund collections work?

After the fiftieth year following the publication of a sound recording, session musicians (musicians who transferred

their rights to the producer of the sound recording for a single payment) are entitled to an equal share of 20% of gross revenues from physical and online sales of the recording. The legislation states that a musician cannot waive the right to this income.

If you are a session musician who performed on recordings published between 50 and 70 years ago but have not received any payments from the Session Fund, you should contact PPL to ensure you are linked to the relevant recording(s).

If PPL has not received a contribution to the fund from the producer in relation to the relevant recording(s), the legislation provides that the musician may request in writing any relevant information in their possession.

The producer must respond with the requested information within 90 days, and a musician may apply to the County Court (or the Sheriff in Scotland) if the producer does not comply within the timescale.

What does the 'Use It or Lose It' right mean?

If a sound recording, after the fiftieth anniversary of its first publication, is not being made available in sufficient quantity, both in physical format and online (i.e. to meet the demand from consumers) then, under the legislation, any musician who has transferred their reproduction, distribution and making available rights or their performer's property rights in the recording to the producer may notify them in writing that they wish to reclaim their performers' rights in the recording.

The producer then has one year from the date of the notification to rectify the issue by making the recording available to meet consumer demand. If they do not, their copyright in the sound recording will expire.

Once the producer's copyright has expired, any other party (including the musician) is free to exploit the recording for the remainder of the extended copyright term, provided they have gained permission from all the other musicians on the recording (or their estates) and the owners of the music and lyrics.

How should the Clean Slate provision be applied?

After the fiftieth year following publication of a sound recording, the legislation provides that the producer must pay royalties from exploitation of the recording to all performers who are contractually entitled to them, without deduction regardless of any contractual clauses allowing them to do so.

This means the label is no longer entitled to offset any packaging deductions, marketing costs or advances against royalties payable in relation to the specific recording(s) in question. They still retain the ability to do so against any royalties due from exploitation of other sound recordings covered by the performers contract with them, that are yet to fall into the extended period of copyright.

If you signed a record contract and performed on recordings which were first published between 50 and 70 years ago, you should check any royalty statements you receive to ensure the label has applied the clean slate provision to all qualifying recordings.

If you are not receiving regular royalty accounting from the label, you should contact them with the same question, as it could be that they have not applied the provision and your royalties in relation to the qualifying recordings are being used to offset an unrecouped royalty balance.

Legal Advice & Assistance Scheme

A Request Form for this Scheme can be obtained from your Regional Office. Please bear the following in mind:

1. Legal advice and/or assistance are provided under criteria established by the Executive Committee (EC) (*Rule 1.3.c*) and the grant of legal advice and/or assistance to members is made by the EC at its discretion (*Rule V.10*).
2. The current 'established criteria' are printed in full below. Members may be ineligible for legal advice and/or legal assistance if they do not meet all the criteria.
3. Where legal advice/assistance is refused on the basis a member does

not meet one or more of the established criteria (including criterion 1 where a member provides his/her musical services through their own limited company), by virtue of its discretion under *Rule V.10*, the EC and those authorised by it under *Rule V.1* (which includes the Union's Legal Panel comprising the General Secretary and the Assistant General Secretaries) may consider appeals against such refusal and may waive one or more of the criteria in the exercise of their discretion.

4. With the Request Form, you should submit to your Regional Organiser a statement outlining the problem, the advice and/or assistance sought and all the relevant correspondence and documentation (including the contracts).

Dispute Resolution Scheme

As an alternative to the Legal Advice and Assistance Scheme, the Musicians' Union has a Dispute Resolution Scheme. With the agreement of all parties, your dispute may be referred to mediation.

Established criteria for Legal Advice and Assistance

Legal Advice

1. Must be an MU member and fully paid up at the correct rate of subscription. (A limited company cannot be an MU member).
2. Must relate to the member's music related contracts governed by UK law, the members engagement or employment as a musician under UK law, or the member's own intellectual property rights governed by UK law. If the following additional criteria are fulfilled, legal assistance may be provided to a member:

Legal Assistance

3. The member has a sound legal case with reasonable prospects of success i.e. not only is the claim strong and cost effective to pursue but the defendant is good for the money. The likelihood of finding that the member has a sound legal case may be increased if:
 - Where an MU contract was available, it was used.
 - Where a written contract is in dispute the member took appropriate expert

advice (eg from the MU Contracts Advice Service) before signing.

- Where an alleged verbal contract is in dispute the member confirmed the agreed terms in writing before performing the contract.
- 4. The member is acting in his/her capacity as a musician, not in some other capacity, subject to criterion 9.
- 5. The dispute must have arisen during membership. Under *Rule 11.7* this means since most recent admission.
- 6. A member who is a contractor has paid the musicians hired before any assistance will be given to the contractor with a claim against the engager.
- 7. Money claims should exceed £50.
- 8. Legal assistance is not available where the member has previously instructed a solicitor and/or previously issued or defended a claim and/or made any application to the court in the same matter.

Disputes between members

- 9. Legal advice and/or assistance for members in dispute or potential dispute with other members may be authorised or refused at the discretion of the Executive Committee.

Copyright infringement claims

In copyright infringement cases with reasonable prospects of success, and meeting the other criteria of the Union's Legal Advice & Assistance Scheme, a professional musicologist may be engaged to produce a report and give expert witness evidence, funded — as with the other legal costs of the claim — by the MU. If you do not meet the criteria of the scheme but would like to commission a musicologist's report independently at your own expense, the MU may be able to provide contact details for musicologists that have been used by the Union or other members in the past. For more advice contact: writers@theMU.org

We would advise members creating new copyright works to make use of the MU Copyright Registration Service, which is free of charge.

Foreign claims

When undertaking professional activities with a contracting party based abroad, members are strongly advised that they ensure fees are paid upfront before the contract is performed and that an advance is obtained against any future royalty payable.

Members are also reminded of their obligation under *Rule XI.3* to 'submit written contracts for professional activities abroad to the Union before they are entered into'.

Members should be aware that requests for legal assistance in relation to claims abroad must be considered against the Union's criteria for legal assistance. Such claims are often not cost effective to pursue (as required by criterion 3) and the reality is that if no upfront payment is obtained, members may remain completely unpaid for their services.

Other legal benefits

The MU has enjoyed a long-standing relationship with Thompsons Solicitors. In consideration of this relationship, as well as providing the MU personal injury service, Thompsons have also sponsored Union activities and events and are one of the few law firms in the UK with a commitment to the trade union movement. For information on the personal injury service, please visit:

musiciansunion.org.uk/Home/Advice/Your-Career/Protection/Accident-Cover

Personal injury claims: FAQs

The law on making a claim has changed, how will this affect me?

In April 2013, the Government changed the law on how most personal injury claims are run, including how they are funded. This has left some people unsure about how, or if, they can make a claim following an accident or an injury. Rest assured that whilst the legal system has changed, our commitment to you has not. In these times of change, trust Thompsons as your union's legal service to stand up for you and your family and guide you through the changes. Unlike claims made by high street law firms and claims companies that advertise on TV, you and your family keep 100% of your damages with the MU and Thompsons.

How long after my accident do I have to make a claim for compensation?

The simple answer to this question is three years from the date of the accident; however, there are a few exceptions to this rule. For example, if you were a child at the time of the accident or if you have been affected by an industrial disease, you may have longer to enter your personal injury claim for compensation

How much compensation am I likely to receive?

It is very difficult to estimate how much personal injury compensation a person will receive until the full circumstances of the accident are known and we know a little more about the injured person. Contrary to popular belief, there is no standard amount of compensation for any particular type of injury. Each compensation claim is dealt with individually and on its own merits. Once one of our lawyers has spoken to you and assessed your personal injury claim in more depth, they will be able to provide you with an estimate as to how much compensation they think you should be awarded.

Am I under an obligation to start a claim if I contact the legal service to discuss my accident?

Absolutely not. However, our expert service is designed to progress members' claims as quickly and efficiently as possible to deliver the best possible service and secure the maximum compensation. It is therefore important to tell your advisor in the first instance whether or not you would like to make a claim.

Will I have to go to Court to obtain my compensation?

Very few personal injury compensation claims proceed to Court as this leads to an increase in the legal costs, which would be payable by the person responsible for the injury or their insurer. If there is no dispute regarding who was at fault for the accident and no dispute about the level of injuries sustained, an insurance company will rather settle the claim outside of court to avoid paying the bill for the increased legal costs. In extreme cases, where there is a dispute, you may have to attend Court; however, your Solicitor will talk you through the whole process to ensure you are comfortable with it long before the final decision needs to be made.

Free Legal Advice Helpline for non-work related legal issues

If you are looking for assistance in connection with any non-work related legal matter, you can now contact our new members' Helpline, where we are offering free half hour legal advice via Morrish Solicitors. Morrish's solicitors can offer confidential advice on family law, consumer law, property law, wills and trusts as well as many other legal issues, giving you peace of mind. Trained and experienced staff will listen sympathetically and tell you where you stand.

You can contact the Legal Advice Helpline on 03333 44 9621 and talk to one of the legal advisors in complete confidence. The Helpline is open from 9.00am – 5.00pm Monday to Friday, with an out-of-hours messaging service to request a call back. N.B. Morrish's cannot provide advice to non-members, to members of other unions, or to members on behalf of their partners/friends.

Getting Paid

The MU's *Ask Us First* and legal services, the benefits of systematic invoicing and claiming interest on late payments.

Ask Us First

Ask Us First is a list of names of individuals, companies and businesses published in MU communications for the information and guidance of the Union's members. It is in the interest of MU members to read the list carefully. Members are advised that offers of engagement by or on behalf of companies and businesses on the list should be referred to the relevant MU Office **BEFORE** acceptance.

Please note: a number of artist promotion companies have been known to approach MU members (in some cases wrongly claiming they've been given members' details by the Union) to sign them up, usually demanding an upfront registration fee. Members are advised to view any company or business that requires an upfront payment with a large dose of scepticism and to consult the Union **BEFORE** signing any agreements or parting with any money.

Invoicing

Ensure you get fair reward for your musical efforts and don't leave things to chance. Invoice your engager promptly and professionally and prevent those who owe

you money from taking advantage of your goodwill. You're in a business and won't survive if you can't collect debts promptly.

Unscrupulous agents, managers and engagers benefit from those who fail to handle such issues. Do not permit your feelings of financial or legal inexperience to leave you out of pocket and disheartened. Others' cash flow problems are exactly that and should not become yours! If you are not paid as required, then the Union's legal services are designed to assist you. Below is a list of the elements that you should include in your invoice.

Late Payment of Commercial Debts

MU members can obtain a pamphlet regarding the Late Payment of Commercial Debts (Interest) Act 1998 from their Regional Office. Under this Act, you may be able to claim statutory interest on, and also possibly compensation for, late payment.

A more detailed publication, *User's Guide To The Late Payment Legislation*, is available from DTI Publications on 0870 1502 500 or can be downloaded from payontime.co.uk

Invoices should include

Your details — Business name (plus a logo, if you have one); business address and postcode; phone and fax number plus email address and who to contact with any queries.

The invoice details — Date of invoice (your own). Invoice number (your own).

Engager's details — Name and address.

Financial information — Description of the services provided, including date, times and venue.

VAT due and VAT number — If you are VAT registered.

Subtotal — Excluding VAT.

Total due — Including VAT.

Additional information

Cheques to be made payable to — Your bank account name.

Terms of business — The following text effectively sets out your terms of payment: 'Strictly 30 days net. I/we reserve the right to claim statutory interest at 8% above the Bank of England base rate at the date the debt becomes overdue, in accordance with the *Late Payment of Commercial Debts (Interest) Act 1998*.'

Sexual Harassment And Sex Discrimination In The Workplace

The MU offers support and guidance on dealing with sexual harassment and sex discrimination.

Introduction

People working in arts, culture, media and entertainment have started to speak out about sexual harassment, exploitation and abuse they have been subjected to in the workplace. Thousands more people have shared their stories across social media using the hashtags #metoo, #himthug and others.

The Equality Act 2010 ('EqA 2010') This deals with the rights afforded to workers in England, Scotland and Wales only. The Act covers sex discrimination and sexual harassment in a work place. The EqA 2010 prohibits discrimination because of a Protected Characteristic. Sex is one of several Protected Characteristics. Disability, sexual orientation, religion or belief, pregnancy and maternity and age are examples of others.

What is Sexual Harassment?

Sexual harassment occurs where a person engages in unwanted conduct of a sexual nature and that conduct has the purpose or effect of either violating your dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for you.

So, this includes any unwanted verbal, non-verbal or physical conduct of a sexual nature which might involve, for example, unwelcome sexual advances, touching and sexual jokes etc.

Sexual harassment includes sexual comments or jokes, physical behaviour, including unwelcome sexual advances, touching and various forms of sexual assault, displaying pictures, photos or drawings of a sexual nature and/or sending emails with a sexual content.

Example: An employer displays a topless calendar above his desk which you find offensive. If he refuses to remove it you

could take action, as this counts as sexual harassment under the Equality Act. Many perpetrators hide behind the argument that it is just a "bit of banter". When does Sexual Harassment stop being 'banter'? When it has the purpose or effect of violating your dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for you.

What is Sex Discrimination?

Sex discrimination includes being treated less favourably because of your sex, for example: in an interview for a job, the employer only asks female applicants about their domestic circumstances.

You may also be indirectly discriminated against because of your sex. This arises where there is a "provision, criterion or practice" (such as a policy) which is not intended to treat anyone less favourably, but which in practice has the effect of disadvantaging a group of people with a particular protected characteristic. For example, a requirement to work full time might affect more women than men as currently more women than men work part-time owing to caring responsibilities for children and the elderly. Indirect

'The MU can act as a first point of contact for any musician who has faced sexual harassment, exploitation or abuse in the industry.'

discrimination is unlawful whether it is intentional or not.

Who is protected?

Anyone who is working under a contract to do work personally. This therefore includes employees, workers, apprentices and many self-employed individuals. Ex-employees can also make a claim against a former employer, if they are complaining about something that was closely connected to their employment.

Who is liable?

The employer is generally liable for acts of discrimination and harassment in the workplace. However, individual employees may also be liable for their own actions, e.g. if they have subjected a colleague to harassment related to a Protected Characteristic.

In addition to liability for the acts of employees, an employer may be liable for the acts of third parties (such as customers or contractors). The employer may avoid liability where they can demonstrate that they took reasonably practicable steps to prevent the third party's behaviour.

Important time limits

A claim must be brought within three months less one day of the day of the unlawful act. In exceptional circumstances the three-month time limit may be extended. Where the discrimination has occurred over a long period of time, this may amount to a continuing act extending over a period. A claim must then be brought within three months less one day of the last act in the series of acts.

External organisations

If you have suffered from any form of harassment or sexual harassment recently or in the past you can report it to the police.

If you do not wish to report it to the police there are other organisations which can help i.e. Victim Support. Information for women and men can be found at victimsupport.org.uk

None of these organisations will make you report it to the police unless you want to.

Can we help?

The Musicians' Union is here to offer support and guidance to its members and we can act as a first point of contact for any musician who has faced sexual harassment, exploitation or abuse in the industry.

We want to build up a picture of where the problems are so we can help to address and overcome them.

If you have been affected by any of these issues, please contact us.

Whether you are an employed or self-employed musician, regardless of which part of the industry you work in, you can talk to us. Contact your local MU Regional Office in the first instance. Their details can be found on p12-14 of this *Handbook*.

Or email safespace@theMU.org

Every office has at least one female member of staff. If you would prefer to speak to a female member of staff, you can ask to do so at any point. All calls will be treated in the strictest confidence and no action will be taken on your behalf without your prior consent.

We appreciate this issue isn't exclusive to women and everyone may face harassment, discrimination and abuse at work. The MU is here for all musicians so please call if you need our help.

This information has been prepared jointly with the MU and Morrish Solicitors LLP, a law firm that specialises in harassment and discrimination law.

Defamation Factsheet

Anyone working in the public domain must be aware of defaming the reputation of others. Here's how to ensure you don't fall foul of the law.

What is Defamation?

Defamation occurs when there is any intentional false communication, either written or spoken, against an individual, company or firm's reputation which decreases the respect, regard, or confidence in which he or she is held, or induces disparaging, hostile, or disagreeable opinions or feelings against him or her.

Is the Defamation Slander or Libel?

Slander is the publication of defamatory words or actions in a temporary or transient form, often spoken. It requires proof of special damage.

Libel is the publication of defamatory allegations in a permanent form. It can occur in writing, in a sign, a work of art, in cartoons, in photographs (actual and altered), and in all forms of publication of an image.

Defences to Defamation

1. Justification – if the defamatory comment is true, the maker of the statement will have a complete defence. This is a defence regarding statements of fact.
2. Fair Comment – a Defendant may publish fair comment on a matter of public interest provided that this is not done with malice (that is, he honestly believed the truth of the opinion expressed).
3. Privilege – if untrue defamatory allegations are published but the

The principal ingredients of this defence are it: 1) Must be on a matter of public interest; 2) Must be recognisable as comment; 3) Must be based on facts which are true or privileged; and/or 4) Must express a view which an honest person could hold (this is an objective test).

comments are privileged, the publisher will be protected from a claim for defamation. There are two types of privilege:

- a) Absolute privilege – this applies where the statement is made in parliamentary proceedings, in judicial proceedings, in certain regulatory proceedings, or by some public officials. The defence can be extended for public policy reasons but doesn't apply to most people in everyday life. If the defence applies, no action for libel or slander can succeed irrespective of dishonesty or motive of the speaker or writer
 - b) Qualified privilege – this applies where there is a legal, moral or social duty to make the statement, if it is made to protect a private or public interest or if it is made to protect a common interest. This is a lesser protection which is defeated if the Claimant establishes that the maker of the relevant statement was motivated by malice.
4. Innocent dissemination – if the Defendant can show that he is not the author, editor or publisher of the

'Defamation occurs when there is any intentional false communication, either written or spoken, against an individual.'

statement in question and that he took reasonable care in relation to its publication and he did not know and had no reason to believe, that what he did caused or contributed to the publication of a defamatory statement. This is a defence commonly used by internet service providers.

5. Consent – if a Claimant consents to the publication of certain statements he is not then entitled to damages because of that publication. For example if the Claimant provides the material to the Defendant with permission to publish, he/she cannot then sue for defamation.
6. Accord and satisfaction – if the Claimant has agreed to accept an apology from the Defendant for the alleged defamatory statement, he/she cannot then sue for damages.

Time Limit for bringing a claim for Defamation:

The limitation period for bringing a claim for defamation is one year from the date on which the cause of action (date of defamation) arose. Not only should action be taken within a year but it should be taken as soon as possible after the alleged offence. Can we help?

The Musicians' Union is here to offer support and guidance to its members and we can act as a first point of contact for any musician who needs guidance on this issue.

If you have been affected by any of these issues, please contact us.

Whether you are an employed or self-employed musician, regardless of which part of the industry you work in, you can talk to us. Contact your local MU Regional Office in the first instance. Their details can be found on p12-14 of this *Handbook*.

Career Advice

For the latest career advice
visit: theMU.org

Including:

- **Live performance**

- **Orchestral**

- **Education**

- **Managers**

- **Agents**

- **Merchandising and endorsement deals**

- **Gigging and touring abroad**

- **Recording and broadcasting**

- **Health and safety**

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MU Members' Insurance Benefits

MU provides a comprehensive range of insurances as a benefit of membership.

The following information is a summary of the covers provided and in all cases, members should refer to the full policy details published on the MU website.

The Musicians' Union £2,000 Musical Instrument and Equipment Insurance Scheme summary - (MU £2k cover)

This is a benefit of membership providing eligible members with £2,000 of musical instrument and equipment cover, anywhere in the world. To obtain cover, members must register and receive a Policy and Schedule by visiting muinsure.com. Additional Cover

on items over £2,000 up to £150,000 at discounted rates can also be purchased at muinsure.com

Once registered, members will receive annually an email with the up-to-date terms and conditions of cover.

Important note:

MU Additional Cover replaces the MU £2K Cover in return for which you will receive the appropriate premium discount. Once MU Additional Cover is purchased on specified instruments members will not be able to claim for miscellaneous instruments and equipment under the MU £2K cover.

MU £2K Cover

Every player, performer and writer is aware of the crucial role that instruments and equipment play in their creative life. The loss, damage or theft of an essential instrument or piece of kit not only prevents a musician from earning a living but also has an emotional and personal impact which cannot be valued in financial terms alone. Recognising the importance of such tools of the trade, the MU has established a benefit which offers every paid-up member access to £2,000 worth of musical instrument and related equipment cover anywhere in the world. To obtain this cover, simply visit muinsure.com to register for cover.

Introduction

This is a summary only. For definitive information on policy cover, terms and exclusions please refer to the policy wording.

Name of the insurer

This policy is underwritten by Allianz Insurance plc. Hencilla Canworth Ltd

(Hencilla) manages this policy on behalf of the Musicians' Union and its members.

Eligibility

All subscription paying members of the Musicians' Union permanently residing in England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands who have registered for this cover.

Demands and needs

This policy meets the demands and needs of eligible members of the Musicians' Union who have registered for cover that wish to protect their own musical Instruments and equipment up to £2,000 against loss, accidental damage or theft, subject to the terms and conditions of this policy. Instruments and equipment must be owned by the Musicians' Union member.

Policy cover

Members' own musical instruments and equipment will be insured against loss, damage or theft up to £2,000

subject to the terms and conditions of the policy. The policy also covers up to £200 for instrument hire costs in the event of a valid claim. Instruments and equipment must be owned by the Musicians' Union member.

Duration of insurance

The policy runs for 12 months from 1 September and is annually renewable by the MU.

Territorial limits

Worldwide provided the members is usually resident within the England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

What is not insured

1. The first £100 of any claim or the first £350 of any claim for laptops, personal computers or tablets.
2. For each member of the Musicians' Union more than £2,000 in a 12-month period from the date of loss, or more than £4,000 in a rolling 5 year period, from the 1 January 2020, these limits exclude hire charges.
3. For each member of the Musicians' Union more than:
 - a. £200 for each claim to hire instruments and equipment, and
 - b. £500 for the combined costs of all hire of instruments and equipment during the period of insurance.
4. Any amount for hiring replacement instruments and equipment unless you provide written confirmation showing why you need to hire a replacement instrument.
5. Theft, or damage caused by attempted theft, from the premises the instruments and equipment are kept when the premises is left unattended, unless:
 - a. All external doors are locked, and
 - b. All external windows are closed and latched.
6. Theft or damage to any instruments and equipment whilst left in an unattended vehicle, unless that vehicle is of the fully enclosed type (not a soft top or convertible vehicle) and provided that whilst left in an unattended vehicle you had hidden it from view in the vehicle (for example, in a glove compartment or boot), locked the vehicle, with all windows and sunroofs closed, and used all available security systems.
7. Breakage of strings, reeds and/or drumheads.
8. Loss or damage arising from:
 - a. Wear and tear, deterioration or any gradually operating cause.
 - b. An inherent or latent defect.
 - c. Wet or dry rot, mould, mildew, fungus, rust or corrosion.
 - d. Insects, vermin or woodworm.
9. Loss or damage arising from:
 - a. Faulty design or workmanship or the use of faulty or unsuitable materials.
 - b. Any commercial process of cleaning, dyeing, maintenance, repairing, restoration or servicing.
 - c. Electronic, electrical or mechanical breakdown, failure or derangement.
 - d. Any form of virus.
10. Loss or damage arising from:
 - a. Any form of transit by air unless the property insured is securely packed in a suitable protective musical instrument case, or has been packed by a professional transit or removal company.
 - b. Any form of postal or similar transit unless the property insured is securely packed in a suitable protective musical instrument case or other suitable protective container.
11. Loss or damage arising from:
 - a. Climatic and atmospheric conditions, changes in air pressure and extremes of temperature.
 - b. Effects of sunlight, fading, changes in colour, texture or finish.
 - c. Dampness, dryness, shrinkage or contamination.
12. Any costs suffered as a result of not being able to use the instruments and equipment.
13. Any costs incurred in matching any parts of a set or a collection not involved in a claim.
14. Theft by any person or persons to whom the instruments and equipment are entrusted or loaned.
15. Any loss or damage caused by the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment, to correctly recognise and process any calendar date or time.
16. Costs or damage by confiscation or detention or nationalisation or requisition by Customs or other officials or legal authorities.

17. Loss or damage happening in connection with an earthquake or a volcanic eruption.
18. Loss or damage arising from:
 - a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear components of such assembly.
 - c. Pressure waves caused by aircraft and other aerial devices.
 - d. Any chemical, biological, bio-chemical or electromagnetic weapon.
19. Loss or damage due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
20. Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from, or in connection with, any act of terrorism, regardless of any other cause or event contributing at the same time or in any other sequence to the loss. An 'act of terrorism' means the use, or threatened use of biological, chemical or nuclear force by any person or group of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed to political, religious, ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear.
21. Travel, delivery, postage or courier costs in the event of a claim, such as transporting the item to a repairer.
22. The cost of any estimate or quotation to replace and/or repair the instruments and equipment.
23. Unexplained theft.
24. Unexplained loss within your residence.
25. Loss or damage to a mobile phone and the data held on it.
26. Cover under this policy if you are entitled to claim under the MU Additional Cover Musical Instrument and Equipment Scheme.

Special conditions

1. Precautions – You must keep the instruments and equipment in a

good state of repair and take all reasonable precautions to prevent accidents, theft, loss or damage. If there is a disagreement between you and us as to what reasonable precautions are, the details will be referred to a specialist body mutually agreed upon.

2. Musicians' Union Membership: This insurance cover is only in force if:
 - a. Musicians' Union have renewed this policy,
 - b. You are a Musicians Union member, and
 - c. You are registered to have this cover. If you do not pay your membership fees this cover will automatically stop when your Musicians' Union membership ends.

Airline claims

In the event that the instruments and equipment are lost, stolen or damaged during air travel you must: i) Report any damage or loss as soon as possible to the relevant airline staff and comply with any instructions they give, ii) Obtain a property irregularity report or damage report from the airline, iii) Retain your baggage-check ticket and tag(s).

Making a claim

As soon as possible you must: Notify Hencilla (please see 'Customer Service' for full contact details) of any occurrence which may result in a claim and provide further details which may be required. Notify the police of any loss or damage by theft, attempted theft or malicious damage or if the property is lost whilst away from your normal place of residence. You must not make any admission of liability without our consent and we are entitled to take over and conduct in your name any negotiations or legal action in connection with a claim under this policy. You must provide evidence of value and ownership or legal responsibility if requested by us to enable us to settle your claim. As a service to clients it is usually possible for us to settle any repair/replacement invoices direct with the repairer/retailer; therefore, avoiding the need for you to settle the invoice yourself.

Customer service/complaints

If you have a question about your insurance or wish to make a complaint

please contact: Hencilla Canworth Ltd,
Simpson House, 6 Cherry Orchard Road,
Croydon CR9 6AZ, Telephone 020 8686
5050.

MU insurance – general contract disclosure

You will not receive any advice or recommendations in connection with these insurances. The covers provided are available to qualifying members of the MU as a benefit of membership. Each Insurance product has been negotiated by Hencilla on behalf of the MU with the Insurer selected being the sole provider of each policy. Hencilla receives a commission from the insurers for arranging this cover. In sourcing and placing your policy, Hencilla acts as the agent of the Insurer.

Fair processing of your data

How Hencilla processes members personal data is detailed within the Hencilla Privacy Notice which is available on request or by visiting:

hencilla.co.uk/Documents/HC_Privacy_Notice.pdf

The Musicians' Union Members' Public And Products Liability Insurance Scheme

This is a benefit protecting MU members against legal liability for damages following injury to a third party person(s) (not your employee) or damage to property whilst performing or teaching.

Employers, local authorities and venues commonly require written evidence that musicians are insured against Public Liability before they are able to perform. Public Liability Insurance is provided by the Musicians' Union to a limit of indemnity of £10 million per individual member.

Band leaders engaging other musicians, performers or technicians etc (where there is a master/servant relationship and not a collaboration between equal parties) may require employers' liability insurance and should also obtain additional public liability insurance. Hencilla is able to provide this cover at www.showtimeinsurance.co.uk if required.

Introduction

This is a summary only. For definitive information on policy cover, terms and exclusions please refer to the policy wording.

Name of the insurer

This policy is underwritten by AVIVA. Hencilla Canworth Ltd manages this policy on behalf of the Musicians' Union and its members.

Eligibility

Individual subscription paying members of the Musicians' Union permanently residing in England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands.

Demands and needs

This benefit of membership meets the demands and needs of individual members that wish to protect against the financial consequences of claims against them for bodily injury of any person not your employee or damage to property

whilst performing either solo or as part of a group/ band/orchestra and/or whilst teaching in a public or private place (including at home).

Policy cover

This policy provides cover in respect of legal liability to pay compensation and costs/expenses for:

- Accidental personal injury to any person not your employee
- Accidental damage to third party Property
- Obstruction, trespass, nuisance or interference with any right of way, air, light or water which arises in connection with The Business and which happens during the Period of Insurance and within the Territorial Limits. The limit of indemnity will be £10,000,000 any one claim (any one period in respect of Products liability) with costs being paid in addition other than claims first made in USA or Canada.

The business

This policy is only operative whilst the individual member of the MU is performing, rehearsing, auditioning or composing, either solo or as part of a group, band or orchestra, and/or whilst teaching or mentoring in the field of music, either at the member's own home or any other place and in transit thereto and therefrom, including the setting up and dismantling of equipment, and/or individual registered members of the Musicians' Union whilst setting up, operating and dismantling sound or lighting equipment at ground level only. The Business includes the ownership, use and upkeep of your premises.

Territorial limits

Anywhere in the world provided that you are resident in the in England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands.

Duration of insurance

The policy runs for 12 months from the 1 January and is annually renewable by the MU.

Additional clauses

The following clauses apply subject otherwise to the terms and conditions shown in the Policy.

Additional Activities, Buildings Temporarily Occupied, Consumer Protection Act 1987 and Food Safety Act 1990, Contractual Liability, Corporate Manslaughter and Corporate Homicide Act 2007, Cross Liabilities, Data Protection, Defective Premises, Employees' and Visitors' Personal Belongings, Health and Safety Legislation, Hired or Rented Premises, Motor Contingent Liability, Overseas Personal Liability and for Payment for Court Attendance.

What is not insured

1. Personal Injury to any Employee.
2. The ownership, possession or use of any:
 - (a) aircraft, aerial device or hovercraft,
 - (b) watercraft exceeding eight metres in length,
 - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation.
3. Damage to Property which you own or which is loaned, leased, hired or rented to you or which you hold in trust or is in your custody or control.
4. Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating any products supplied.
5. Recalling or making refunds in respect of products supplied.
6. Advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
7. The carrying out of any work, or any products supplied, which affects or could affect:
 - (a) the navigation, propulsion or safety of any aircraft or other aerial device,
 - (b) the safety or operation of nuclear installations.
8. Pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
9. (a) work in or on and travel to, from or within,
 - (b) products supplied to: any offshore
 - (i) accommodation, exploration, drilling or production rig or platform;
 - (ii) support vessel.
10. Liquidated damages, penalty clauses, fines, or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
11. Liability imposed on you solely by reason of the terms of any contract conditions or agreement in connection with products supplied.
12. The first £100 of a property damage claim, increasing to £250 for Hired or Rented Premises.
13. The use of pyrotechnics explosives or any special effects involving fire or explosion.
14. (a) exposure to,
 - (b) inhalation of,
 - (c) fears of the consequences of exposure to or inhalation of,
 - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of: asbestos including any product containing asbestos.
15. Any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, failure or loss of data resulting directly or indirectly from or in connection with:
 - (a) virus or similar mechanism,
 - (b) denial of service attack,

- (c) unauthorised access to or use of computer and electronic equipment.
- 16. The consequences of terrorism, war, nationalisation and nuclear contamination.
- 17. Products supplied to North America or Canada.
- 18. The failure of any electronic circuit, microchip or the like.
- 19. Errors, omissions, misstatements or neglects in any advice given by You or on Your behalf
 - (a) plan, survey report, certificate or any similar document,
 - (b) design, formula, instruction or specification,
 - (c) computer program prepared by, or on behalf of, The Insured.

Policy conditions

Reasonable precautions and maintenance of property

Members must:

- (1) maintain all premises and equipment, including fire extinguishing and security equipment, in a continuous satisfactory state of repair and in full working order in accordance with the manufacturer's instructions and servicing requirements.
- (2) take all reasonable precautions to prevent loss, destruction or damage to the property insured and accident or injury to any person or loss, destruction or damage to their property.
- (3) conduct The Business in a lawful manner, complying with all legal requirements and safety regulations.
- (4) keep a record of purchases and sales.

Claims procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must:

- (1) Notify Hencilla/Insurers immediately of any event or occurrence which may result in a claim.
- (2) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (3) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within 30 days.

- (4) pass to Insurers unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (5) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (6) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

Customer service/complaints

If you have a question about your insurance or wish to make a complaint please contact: Hencilla Canworth Ltd, Simpson House, 6 Cherry Orchard Road, Croydon CR9 6AZ, Telephone 020 8686 5050.

MU insurance – general contract disclosure

You will not receive any advice or recommendations in connection with these insurances. The covers provided are available to qualifying members of the MU as a benefit of membership. Each Insurance product has been negotiated by Hencilla on behalf of the MU with the Insurer selected being the sole provider of each policy. Hencilla Canworth Ltd receives a commission from the insurers for arranging this cover. In sourcing and placing your policy, Hencilla acts as the agent of the Insurer.

Fair processing of your data

How Hencilla processes MU members personal data is detailed within the Hencilla Privacy Notice which is available on request or by visiting:

[hencilla.co.uk/Documents/HC_Privacy_Notice.pdf](https://www.hencilla.co.uk/Documents/HC_Privacy_Notice.pdf)

THE MUSICIANS' UNION MEMBERS' PERSONAL ACCIDENT SCHEME

All subscription paying members of the Musicians' Union under 80 years of age and resident in the UK are insured for specified financial benefits in the event of disability following an accident. Please note that reduced benefits apply to those under 18 years of age. The cover provided is summarised below.

Should you or one of your family have an accident, we also recommend that you contact the Thompsons' Accidents Plus helpline. See p38 of this *Handbook* for details.

Introduction

This is a summary only. For definitive information on policy cover, terms and exclusions please refer to the policy wording.

Name of the insurer

This policy is underwritten by AVIVA. Hencilla Canworth Ltd (Hencilla) manages this policy on behalf of the Musicians' Union and its members.

Eligibility

Individual registered members of the Musicians' Union under 80 years of age, permanently residing in England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands who are up to date with their subscriptions.

Demands and needs

This benefit of Musicians' Union membership meets the demands and needs of individual members that wish to receive specified financial benefits in the event of disability following an insured accident.

Policy cover

Members will receive £125 for each week of Temporary Total Disablement or up to £20,000 for an injury considered Permanent Total Disablement or results in Loss of Life following an insured Accident. The weekly benefits are payable for a maximum 52 weeks excluding the first two weeks.

Members 17 years old or younger received reduced benefits.

The policy also provides certain benefits for medical expenses, coma benefit, disability assistance, hospitalisation and funeral expenses following an accident covered by the policy. 'Accident' means a sudden, unexpected, unusual, specific incident.

Operative time

At any time other than whilst engaged in a non-Musicians' Union Occupation.

Duration of insurance

The policy runs for 12 months from the 1st September and is annually renewable by the MU.

Territorial limits

Worldwide provided the members is usually resident within the England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

What is not insured

- 1) the Insured Person engaging in any kind of flying other than as a passenger.
- 2) the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.
- 3) the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury.
- 4) the Insured Person(s) own criminal act.
- 5) the Insured Person being in a state of insanity.
- 6) any claim incurred in any country destination or region in respect of which the advice of the British Government or the government of the Insured Person(s) Country of Residence (if different) at the time the trip was booked was "against all travel to".
- 7) Accidental Bodily Injury directly or indirectly caused by the Insured Person suffering from:
 - a) any gradually operating cause;

- b) any naturally occurring condition or degenerative process;
- c) Sickness or disease (unless resulting directly from Accidental Bodily Injury).

Policy conditions

Members must take all reasonable precautions to prevent accident or injury to any person or loss or destruction of, or damage to, their property and must comply with all legal requirements and safety regulations and conduct the Business in a lawful manner.

Claims must be notified as soon as reasonably practicable and no later than 60 days from the date of accident.

Making a claim

As soon as possible you must: Notify Hencilla (please see 'Customer Service' for full contact details) of any occurrence which may result in a claim and provide further details which may be required.

Customer service/complaints

If you have a question about your insurance or wish to make a complaint please contact: Hencilla Canworth Ltd, Simpson House, 6 Cherry Orchard Road, Croydon CR9 6AZ, Telephone 020 8686 5050.

MU insurance – general contract disclosure

You will not receive any advice or recommendations in connection with these insurances. The covers provided are available to qualifying members of the MU as a benefit of membership. Each Insurance product has been negotiated by Hencilla on behalf of the MU with the Insurer selected being the sole provider of each policy. Hencilla Canworth Ltd receives a commission from the insurers for arranging this cover. In sourcing and placing your policy, Hencilla acts as the agent of the Insurer.

Fair processing of your data

How Hencilla processes MU members personal data is detailed within the Hencilla Privacy Notice which is available on request or by visiting:

hencilla.co.uk/Documents/HC_Privacy_Notice.pdf

MUSICIANS' UNION MUSIC TEACHERS/LECTURERS' PROFESSIONAL INDEMNITY INSURANCE SUMMARY

Introduction

This is a summary only. For definitive information on policy cover, terms and exclusions please refer to the policy wording.

Name of the insurer

This policy is underwritten by AVIVA Insurance Ltd. Hencilla Canworth Ltd (Hencilla) manage the policy.

Eligibility

Members of the Musicians' Union (MU) permanently resident in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Note: You must maintain your subscription payments to the Musicians' Union for cover to remain operative.

The business

This policy is only operative whilst you are lecturing and teaching music.

Demands and needs

This policy meets the demands and needs of individual members that wish to protect against the financial consequences of liability claims resulting from errors and omissions arising from the teaching or lecturing of music.

Duration of insurance

The policy runs for 12 months from the 1st January and is annually renewable by the MU.

Territorial limits

Worldwide provided that you are permanently resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Policy cover

This policy will indemnify You in respect of any Claim arising out of the conduct of Your Business as a music teacher or lecturer, first made against You during the Period of Insurance and notified in accordance with the Claims Conditions, for any civil liability including claimant's costs and expenses arising from any negligent act, negligent error or negligent

omission committed by You including the loss of or damage to Documents.

Limit of indemnity

The limit of indemnity is £1,000,000 any one member.

What is not insured

- The first £1,000 of any claim.
- any Claim arising from a present or former Employee.
- any Claim arising from Bodily Injury of any Employee.
- any other Bodily Injury or loss of or damage to property unless arising from any actual or alleged breach of duty in the conduct of Your Business.
- any fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.
- any Claim brought by any entity **(a)** in which You exercise a controlling interest **(b)** which exercises a controlling interest over You.
- any Claim made against You solely in Your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of Your Business.
- any Claim or loss arising from any plan, programme or scheme established or maintained to provide benefits to You or any Employee.
- any Claim or loss arising directly or indirectly from or caused by the ownership, possession or use, by You or on Your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.
- any Claim or loss arising directly or indirectly from or caused by **(a)** the ownership, possession or use, by You or on Your behalf, of any buildings, structures, premises or land, or **(b)** that part of any building leased, occupied or rented by You, or **(c)** any other property (mobile or immobile) belonging to You.

- any Claim or loss arising from any dishonest or fraudulent act or omission
 - (a)** committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission
 - (b)** unless Your annual accounts have been prepared or certified by an independent and properly qualified accountant or auditor.
- any Claim or loss arising from any defamation unless You can show that it was committed by You in good faith.
- any Claim or loss arising out of liability assumed by You under any contractual agreement, warranty, Collateral Warranty or Duty of Care Agreement whereby You assumed a standard of care greater than that reasonably expected of Your profession.
- any Claim or loss arising directly or indirectly from or caused by Pollution.
- any Claim or loss arising directly or indirectly from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or actual.
- any Claim or loss arising out of or relating directly or indirectly to Your insolvency or bankruptcy.
- any Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by You.
- any liability arising from
 - (a)** the defective workmanship of any construction, installation, repair, alteration or maintenance work
 - (b)** any manufacturing defect in any goods or products supplied by You.
- any Claim or loss arising directly or indirectly from or caused by any work undertaken by You or on Your behalf prior to any retroactive date stated on the Schedule.
- any Claim or loss where You are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such insurance had this policy not been effected.
- any Claim, circumstance that might give rise to a Claim, or loss which
 - (a)** has been notified under any other insurance attaching prior to the inception of this policy
 - (b)** You were or should, after

reasonable enquiry, have been aware of prior to the inception of this policy.

- any Claim instituted or pursued in the United States of America or Canada.
- any Claim arising from any computer virus or any other computer program or code.
- any liability arising from nuclear radiation and the like.
- any Claim arising from war or civil commotion.
- Terrorism.
- any Claim or loss arising from any loss of or damage to Documents which are stored on a Computer System unless such Documents are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the Documents to their original status.

Claims conditions

Members must give written notice of any claim or circumstance that may give rise to a claim (regardless of the policy excess) immediately and during the current period of insurance and no later than the 31st December of each year to: **kevin.harding@hencilla.co.uk** and: The Senior Claims Manager Aviva Corporate and Speciality Risk, Level 18, St Helen's, 1 Undershaft, London EC3P 3DQ, Telephone 020 7157 2569.

You must not admit liability for or settle any Claim or incur any related costs or expenses without the consent of insurers.

Customer service/complaints

If you have a question about your MU insurance (other than Family motor) please contact: Hencilla Canworth Ltd (Hencilla), Simpson House, 6 Cherry Orchard Road, Croydon CR9 6AZ, Telephone 020 8686 5050.

If you are dissatisfied with any aspect of the handling of your insurance contact Hencilla Canworth on 020 8686 5050.

MU insurance – general contract disclosure

You will not receive any advice or recommendations in connection with these insurances. The covers provided are available to qualifying members of the MU as a benefit of membership. Each Insurance product has been negotiated by Hencilla on behalf of the MU with the

Insurer selected being the sole provider of each policy. Hencilla Canworth Ltd receives a commission from the insurers for arranging this cover. In sourcing and placing your policy, Hencilla acts as the agent of the Insurer.

Fair processing of your data

How Hencilla processes MU members personal data is detailed within the Hencilla Privacy Notice which is available on request or by visiting:

hencilla.co.uk/Documents/HC_Privacy_Notice.pdf

MUSICIANS' UNION MEMBERS' TAX INVESTIGATION INSURANCE SUMMARY

Introduction

This is a summary only. For definitive information on policy cover, terms and exclusions please refer to the policy wording.

Name of the insurer

This policy is underwritten by Markel Insurance Co Ltd via Markel Tax (formerly known as Abbey Tax) and arranged by Hencilla Canworth Ltd.

Eligibility

Members of the Musicians' Union (MU) permanently resident in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Note: You must maintain your subscription payments to the Musicians' Union for cover to remain operative.

Demands and needs

This policy meets the demands and needs of individual members that wish to protect against the financial consequences of a Tax Investigation or VAT investigation.

Policy cover

This policy provides fee reimbursement of up to £100,000 in the event that one of the following HM Revenue & Customs (HMRC) investigations or disputes occurs in connection with a member's activities as a musician trading as a sole trader, partnership or Ltd company.

Code of Practice 8 enquiries (£5,000 limit of indemnity) and Inheritance Tax enquiries (£5,000 limit of indemnity).

HMRC Enquiries and Disputes

(i) Business Self Assessment Full Enquiry

A Full Enquiry by HMRC into a members Self Assessment Return following the issue of a Notice under – S9a or S12AC of the Taxes Management Act 1970; or – Paragraph 24(1) Schedule 18 Finance Act 1998 together with a request to examine all of your business books and records.

(ii) Personal Self Assessment Full Enquiry

A Full Enquiry by HMRC into a members Self Assessment Return following the issue of a Notice under – S9a of the Taxes Management Act 1970 into their non-business tax affairs, for example into rental income and/or interest received. This will be accompanied with a request to examine all of the prime documents.

(iii) Income Tax Self Assessment Aspect Enquiry

An Enquiry by HMRC which is restricted to one or more specific aspects of a members Self Assessment Return following the issue of a Notice under – S9a or S12AC of the Taxes Management Act 1970.

(iv) Corporation Tax Self Assessment Aspect Enquiry

An Enquiry by HMRC which is restricted to one or more specific aspects of a members Self Assessment Return following the issue of a Notice under – Paragraph 24(1) Schedule 18 Finance Act 1998.

(v) Employer Compliance Dispute

– A Dispute which takes place after HMRC have indicated an expression of dissatisfaction with the Designated Client's PAYE, CIS, and/or NIC affairs following an Employer Compliance visit by HMRC or following an expression of

dissatisfaction with a members P11Ds or P9Ds.

(vi) IR35 Dispute

A Dispute which takes place when HMRC challenge the status of a members contract for services and invokes the IR35 legislation following either – the issue of a Notice under Paragraph 24(1) Schedule 18 Finance Act 1998; or – an HMRC Employer Compliance visit; or the issue of a 'Check of Employer Records Letter'.

(vii) VAT Dispute

A Dispute which takes place – following a VAT control visit where a written decision, assessment or statement of alleged arrears is received from HMRC into a members Value Added Tax Return; or – following the receipt of a notice of VAT default surcharge, misdeclaration or late registration penalty.

(viii) Schedule 36 Pre Dispute

A written request by HMRC under Sch36 FA2008 to inspect business records, assets or premises, including – inspections undertaken to ensure compliance with VAT and PAYE regulations – inspections undertaken in relation to the operation of the Construction Industry Scheme. In the case of a personal taxpayer a request for the production of documentation to check their Income Tax position.

(ix) Code of Practice 8 Enquiries

HMRC Enquiries commenced under S9A or 12AC of TMA 1970 or Paragraph 24 (1) Schedule 18 FA 1998 accompanied by and conducted under HMRC's Code of Practice 8 procedures. Provided that at conclusion of the enquiry no material omissions were identified and/or a member was not found guilty of fraud or any fraudulent intent.

(x) National Minimum Wage Pre Dispute

A written request by HMRC to inspect/ check business records, including – inspections undertaken to ensure compliance with the National Minimum Wage Act – requests for documents and particulars prior to the issue of an assessment of arrears or notice of underpayment.

(xi) Inheritance Tax Enquiries

Enquiries by HMRC into Inheritance Tax Returns submitted to Capital Taxes Office, including – matters relating to the periodic and proportionate charges

applying to Trusts – Returns in respect of Estates of Deceased Persons provided the Policyholder holds a Probate License and submitted the IHT Return.

Duration of insurance

The policy runs for 12 months from the 1st January and is annually renewable by the MU.

Territorial limits

Enquiries and Disputes undertaken by HMRC into tax returns processed through the UK tax system.

Appointed representative

Markel Tax will appoint one of its ex-HMRC Tax Inspectors or VAT officers to deal with any enquiry or dispute on your behalf. This policy will not pay for your accountant's or tax adviser's fees unless Markel Tax specifically request that your accountant/tax adviser provides information for which a fee will be agreed in advance. Any other fees charged by your accountant/tax adviser will be the member's responsibility.

What is not insured

1. any claim made, brought or commenced outside the Territorial Limits;
2. any claim where the Professional Expenses are capable of being reimbursed under any other policy or certificate;
3. any incident, cause or event occurring prior to or existing at inception of this Policy;
4. an Enquiry under Public Notice 160 or Section 60 of the VAT Act 1994 or any matters handled by HMRC Specialist Investigations, Fraud Investigation Service, Civil Investigations of Fraud, Counter Avoidance and Criminal Investigations Sections. Also Code of Practice 9 cases and/or the defence of any tax and/or criminal prosecution;
5. any claim made where:
 - (a) Income Tax or Corporation Tax Self Assessment Returns are submitted more than 90 days after the statutory time limits, except where HMRC accept that a reasonable excuse existed for the delay; or
 - (b) a member has not notified chargeability to tax to HMRC within the statutory time limits for doing so; or
 - (c) a Return is submitted at the final

- filing date which contains provisional figures in respect of all of the trading income and expenditure;
6. an investigation arising out of a voluntary disclosure made to HMRC in respect of omitted tax, NIC or VAT liabilities which become due as a result of a members deliberate act or following an HMRC campaign where the Designated Client has made an incorrect Return to HMRC;
 7. Professional Expenses incurred before the written acceptance of a claim by Markel Tax;
 8. taxes, fines, interest or any other duties or penalties imposed or assessed upon the member by any revenue authority, court or Tribunal;
 9. any Dispute arising under the National Minimum Wage Act 1998 or Enquiries from HMRC and/or Department of Work and Pensions into a claim made by a member under the Tax Credits Act 2002;
 10. the cost of preparing and reconciling Returns, accounts, records or any other statutory returns, and the cost of professional valuations to support them. To include the reconciliation of VAT Returns to accounts, Construction Industry Scheme (CIS) Returns and Real Time Information (RTI) payment submissions.
 11. Professional Expenses incurred in respect of:
 - (a) any HMRC Enquiry into a tax planning arrangement where HMRC has allocated a Disclosure of Tax Avoidance Scheme (DoTAS) Number for inclusion on the relevant Self Assessment Return or where a DoTAS Number would have been issued but for the failure to notify HMRC of the tax planning arrangement; or
 - (b) any matter relating to bespoke tax planning outside of the normal trade such as film partnerships or film schemes, or planning involving artificially created losses or loan arrangements; or
 - (c) cases referred to the General Anti-Abuse Rules panel.

Conditions

Reasonable precautions

The member must take all reasonable measures to minimise the likelihood of a claim being made under this Policy and take all reasonable steps to minimise the cost of any claim.

Insurers' consent

Insurers' written consent must be obtained by the Policyholder before incurring Professional Expenses. This consent will be given provided Markel Tax is satisfied that there are reasonable grounds for representation and/or there are reasonable prospects of disputing HMRC's decision or allegations. In Employer Compliance, IR35 or VAT Disputes, unless Schedule 36 Pre Dispute cover has been taken out, a request for further information following an audit or control visit does not constitute a Dispute; there must be a challenge into the Designated Client's treatment of any tax, NIC or VAT matter.

Claims procedure

A claim must be notified in writing immediately the member becomes aware of any incident, cause or event which has or is likely to give rise to a claim under this Policy. Failure to notify during the period of insurance may lead to the claim being denied.

Initial notification of a claim must be made in writing by first class post, facsimile, or email, and be received by Markel Tax within the period of insurance by addressing it to:
 Markel Tax, One Mitchell Court,
 Castle Mound Way, Rugby CV23 0UY
 Tel: 0345 223 2727
 Email: deborah.leeman@markel.com
 Website: markeltax.co.uk

Customer service/complaints

If you have a question about your MU insurance please contact:
 The Customer Services Manager
 Markel Tax One Mitchell Court, Castle Mound Way, Rugby CV23 0UY Tel: 0345 223 2727 or Hencilla Canworth Ltd (Hencilla), Simpson House, 6 Cherry Orchard Road, Croydon CR9 6AZ, Telephone 020 8686 5050.

MU insurance – general contract disclosure

You will not receive any advice or recommendations in connection with these insurances. The covers provided are available to qualifying members of the MU as a benefit of membership. Each Insurance product has been negotiated by Hencilla on behalf of the MU with the Insurer selected being the sole provider

of each policy. Hencilla Canworth Ltd receives a commission from the insurers for arranging this cover. In sourcing and placing your policy, Hencilla acts as the agent of the Insurer.

Hencilla Privacy Notice which is available on request or by visiting:

hencilla.co.uk/Documents/HC_Privacy_Notice.pdf

Fair processing of your data

How Hencilla processes MU members personal data is detailed within the

Family Motoring & Accident Aftercare

A new MU benefit to help members and their families in the event of a road traffic accident, anywhere in the UK.

All road accidents are unwelcome and sorting out the claim details and making the initial report can be very stressful. And that's before you have even thought about repairing the damage to your vehicle.

Realising the importance of road travel to working musicians and their families, the MU has launched a new, free benefit, the Family Motoring & Aftercare Scheme. This aims to bring Musicians' Union members and their families the peace of mind provided by easy access to a range of practical assistance if they should become involved in a road accident in the UK, including Northern Ireland.

Policy summary

Please note that this is a summary of cover only. Please refer to the policy wording for full details of the policy cover, terms and conditions.

How it works

Administered by Shakespeare Putzman LLP, the Family Motoring & Aftercare Scheme gives access to a range of valuable post-accident assistance with a single phone call, 365 days of the year, 24 hours a day.

Membership is not limited to just one vehicle – the Scheme covers you and your family for any vehicle that they drive or travel in as a passenger, at any time,

anywhere in the UK. Any type of car, be it mainstream or prestige and/or the van you own and use, can be repaired and replaced.

Summary of benefits

If you were not at fault, a single call to the UK call centre will take care of:

- The recovery of your damaged vehicle to an approved accident repair centre and the full management of the resulting work, without claiming on your insurance or requiring you to pay your insurance excess.
- The provision of a replacement vehicle, delivered to anywhere in the UK, on a like-for-like basis for prestige marques and on a category-equivalent basis for mainstream brands and light commercial vehicles. The Scheme has access to more than 300,000 vehicles nationwide.
- The fitting of child seats to the replacement, if required.
- All of the administration and reporting of the accident to the insurers, which will be handled by a specialist insurance-liaison team.
- Injuries sustained in the accident will be treated with physiotherapy and rehabilitation of the highest quality at a private clinic local to you. A team of

specialist road traffic accident lawyers will help you win compensation for any injuries.

- Arranging for the recovery and payment of your uninsured losses, including your hire charges, loss of earnings, damage to property and out-of-pocket expenses.

Even if you were at fault for the accident, the Scheme will:

- If required, help with the recovery process should your vehicle have been rendered un-driveable by the accident.
- Make arrangements to take the details of the accident and liaise with your insurance company or broker, as required.

Additional savings

As this free, comprehensive and easily-accessed MU membership benefit provides every service you are likely to need in the event of a UK road accident, you may be able to save yourself the cost of your existing insurer's version of this coverage.

In addition, membership of the Family Motoring & Aftercare Scheme offers access to the following savings:

- **Servicing and MOTs**
A 20% discount on already competitive rates at over 750 garages nationwide, plus a 12-month guarantee on all parts and labour.
- **Replacement tyres**
A 10% discount on already competitive rates for tyres of every type, nationwide.
- **Vehicle hire**
The best value rates on vehicle hire in the UK and 127 other countries around the world through Budget Car Hire.

Registration required

In order to benefit from this valuable Scheme, MU members must first register at mu.totalmotorassist.co.uk and enter the discount code **MU24** to obtain free membership.

A pack containing the full details of the Family Motoring & Accident Aftercare Scheme will then be forwarded to you.

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Musicians' Union Rules

Revised 23 July 2019. All previous Rules rescinded.

Rule I: Objects and definitions

1 The Musicians' Union (hereinafter called 'the MU') is a Trade Union registered on the list of Trade Unions maintained by the relevant statutory authority. Its National Office in such place as shall be decided by the Executive Committee (hereinafter called 'the EC').

The MU's accounting records and its membership database shall be available for inspection on notice by any person having an interest in the MU's funds subject to the statutory provisions regarding data protection.

2 The MU's objects are:

a To secure the complete organisation of all musicians for their mutual protection and advancement;

b To regulate members' relations with their employers and/or employers' associations, and with each other;

c To improve members' status and remuneration;

d To advance members' knowledge and skills;

e To give financial and/or other help to members and members of the families of members in times of need;

f To maintain a fund for the furtherance of such political objects as are permitted by law;

g To promote the welfare and the interests of its members in all ways; and,

h To promote equality for all including through:

(i) collective bargaining, publicity material and campaigning, representation, Union organisation and structures, education and training, organising and recruitment, the provision of all other services and benefits and all other activities;

(ii) The Union's own employment practices.

i To oppose actively all forms of harassment, prejudice and unfair discrimination whether on the grounds of sex, race, ethnic or national origin, religion, colour, class, caring responsibilities, marital status, sexuality, disability, age, or other status or personal characteristic.

3 To further its objects the MU may, as determined by the EC:

a Establish and enforce, by negotiation or otherwise, all fees and commissions, all terms and conditions of employment and/or engagement, and all terms and conditions of use of members' recorded performances (wherever in the world such uses occur) and collect, apply and distribute monies arising from such uses either directly or through appropriate organisation(s) and to retain from such monies sufficient to

cover costs of such collection, application and distribution and to use any residual or undistributable funds in such manner as it sees fit;

b Assist members and members of the families of members by providing financial and other benefits. The MU shall consider such benefits to be of a provident nature, as defined by prevailing taxation provisions;

c Provide legal advice and assistance under such criteria as are established by the EC. The MU regards such legal advice and assistance, where appropriate, to be of a provident benefit nature as defined by the prevailing taxation provisions;

d Print and publish periodical or other literature;

e Purchase, take on lease or in exchange, hire or otherwise acquire any real and/or personal property and/or any rights or privileges which the MU may think necessary or convenient for its purpose and lease, manage, mortgage, sell, deal with or dispose of the same;

f Affiliate to, amalgamate, co-operate or federate with any other organisation;

g Invest and manage funds not immediately required;

h Promote, acquire and carry on any business either alone or with any other person or body, either directly or indirectly, and to promote and to acquire all or any of the share or loan capital of any company, engaging in or proposing to engage in any activity which may be conducive to the attainment of all or any of the MU's objects;

i Undertake and execute any trusts; raise funds for and/or make donations, grants or loans to, any object which is charitable or benevolent or conducive to the attainment of all or any of the MU's objects;

j Do all such things not contained within these Rules as are conducive to the attainment of all or any of the MU's objects.

4 In these Rules, except where the context otherwise requires, the following expressions shall have the following meanings:

a 'Officer' means a member of the EC, a member of a Regional Committee, a General Trustee, a Pension Fund Trustee, a General Referee, a Conference delegate, a Union Steward elected or appointed under regulations established by the EC, and any other officer of the Union appointed as such by the EC.

b 'Official' means the General Secretary, Deputy General Secretary, the Assistant General Secretaries, an Assistant Secretary, a Regional Organiser, and any other official of the Union appointed as such by the EC.

c 'The families of members' means the families, households and dependents of members and/or deceased members as defined by the EC from time to time. The EC may decide on different definitions for different purposes under the Rules.

b Temporary members

c Honorary members

d Free members

e Concessionary members

Save where the context otherwise requires or admits, references in these Rules to a member or members include all members of the MU.

Rule II: Membership

1 Persons are eligible to join the MU if, at the time of their application:

a They are following the profession of music; and,

b They are not members of any other body of musicians established for protective purposes which has been proscribed by the EC; and,

c They have not previously been expelled from MU membership or engaged in conduct contrary to the Rules of the MU.

Such other persons may be admitted to membership as may be deemed eligible by the EC.

2 Application for admission to the MU may be made by such methods as the EC makes available, and shall be sent together with the correct subscription.

3 Applications shall be granted or rejected under such procedures and conditions as determined by the EC and subject to conditions and/or payments of advance subscriptions as determined by the EC.

4 If an application is rejected, the applicant may, within a period of 21 days from the date the rejection is notified to them, appeal to the EC to be reconsidered. Any money paid by a rejected applicant to the MU shall be refunded on completion of any unsuccessful appeal against rejection.

5 All members will be provided with a copy of the MU's Rules by which they shall be bound.

6 Every member (except as provided for in sub-Rule 9 below) shall be attached to a Region, normally that in which the member resides or performs the majority of their professional activities. In the event of dispute concerning the particular Region in which the member shall be placed, the EC shall decide and this decision shall be final.

7 The membership of any person who has previously been a member of the MU shall date from their most recent admission to the MU.

8 The membership of any person who makes a false declaration in connection with their application for membership may be declared void by the EC from the beginning at its discretion and all sums paid by such person to the MU forfeited.

9 The EC may appoint any person to be a member, a temporary member, or honorary member of the MU on such conditions and for such period as the EC decides.

The members of the MU shall therefore be:

a Members

10 Notwithstanding anything in these Rules the EC may, by giving 90 days' notice in writing, terminate the membership of any member if necessary in order to comply with a decision of the Disputes Committee of the Trades Union Congress.

11 A member may apply to resign from the MU and the member's resignation shall be accepted by the EC if there are no outstanding sums due from the member to the MU at the time of such application.

12 The name of any person who has been expelled or has ceased to be a member may be published to the members and to any other person if considered expedient.

Rule III: Regions

1 The structure of the MU shall be based on Regions as determined by the EC. The current composition of the Regions is set out at Appendix A.

2 A Regional Committee shall be formed for each Region. The remit and powers of the Regional Committee shall be determined by the EC.

3 Candidates for election to the Regional Committee shall have been members of the Union and of the Region for at least one year on the nomination day. No person who is or who at any time during the preceding five years was employed by the MU shall be eligible for nomination.

Save for members filling casual vacancies in accordance with sub-Rule III.4, members shall take office from the start of the first Regional Committee meeting in the calendar year following their election and shall hold office until immediately before the first such meeting in the calendar year two years later. Members of the Regional Committee shall be eligible for re-election unless otherwise disqualified. Elections shall be held each year by a ballot vote of the Region as follows:

a The number of vacant positions shall be 20 minus the number of members of the Regional Committee who are in the first year of a two year term of office ('the continuing members').

b If the number of valid nominations is greater than the number of vacant positions, an election will be held for the vacant positions. The Regional Committee for the forthcoming year shall comprise 20 members.

- c If the number of valid nominations is no greater than the number of vacant positions, all nominees shall be declared elected. The Regional Committee for the forthcoming year shall comprise the total of those so elected and the continuing members. Should that total be less than 12 or such other number (not exceeding 20) declared by the Executive Committee in its absolute discretion, the Executive Committee shall take such steps as it may in its absolute discretion deem appropriate, including but not limited to:
 - (i) Declaring that the Regional Committee for the forthcoming year shall comprise that total;
 - (ii) Arranging for further elections to be held for such number of positions as it may deem appropriate, provided that the number shall not be such as would bring the Regional Committee above 20. At the conclusion of such further elections, the Executive Committee shall consider whether to declare the number of the Regional Committee for the forthcoming year and/or whether to take other steps permitted by this sub-Rule;
 - (iii) Co-opting one or more members of the Region onto the Regional Committee;
 - (iv) Suspending the Regional Committee for the forthcoming year.

4 A casual vacancy shall occur when, during a year, the number of members of a Regional Committee falls below 12 or such other number declared by the Executive Committee under sub-Rule 3c of this Rule. In either case the vacancy shall be filled by the unsuccessful candidate who at the last election polled the next highest number of votes and who is willing and eligible to act for the remainder of that term. Where there is no such unsuccessful candidate, the Executive Committee shall take such steps as it may in its absolute discretion deem appropriate, including but not limited to;

- (i) Declaring what the number of members of the Regional Committee shall be for the forthcoming year;
- (ii) Arranging for further elections to be held for such number of positions as it may deem appropriate, provided that the number shall not be such as would bring the Regional Committee above 20;
- (iii) Co-opting one or more members of the Region onto the Regional Committee;
- (iv) Suspending the Regional Committee.

Any member elected to a casual vacancy shall take office immediately the result is declared and shall continue in office for the remainder of the original term.

5 An Annual General Meeting of all members in the Region (hereinafter called 'the Regional AGM') shall normally be held in the month of September in each year. Any candidate for the Regional Committee shall be nominated in writing at the Regional AGM by another member of that Region and such nomination and written consent of the nominee must be received by the Secretary of the Regional Committee at or before the Regional AGM.

- 6 The Regional Committee and all sub-committees appointed by the Regional Committee in the previous year, and the Regional Chairperson, shall continue as such until the first meeting of the Regional Committee in the new year.
- 7 Regional Committees normally shall meet four times per year and may appoint sub-committees, and delegate all or any of their powers to such sub-committees.
- 8 The Regional Organiser shall be the Secretary of the Regional Committee. Where there is no Regional Organiser the EC shall appoint an Official to act as Secretary of the Regional Committee, who shall conduct the correspondence, summon all meetings and keep the Minutes of the Regional Committee.
- 9 The Regional Committee shall, at its first meeting in each calendar year, elect from its number a Chairperson and Vice-Chairperson for the year. Candidates for such office shall have been members of the MU for at least three years on the nomination day.
- 10 The Regional Committee shall supervise the activities of the Region, and consider motions from members.
- 11 In exceptional circumstances the EC may authorise the co-option of members on to a Regional Committee. Any members co-opted on to a Regional Committee will not enjoy voting rights.

Rule IV: Election of EC

- 1 The EC shall consist of members elected from each Region. Each Region shall be entitled to one EC member for every 1,500 members as at the previous year's end, provided that no Region shall have fewer than two or more than seven EC members.
- 2 Candidates for the EC shall have been members of the MU for at least three consecutive years from the most recent date of admission prior to nomination and must be resident in or undertake the majority of their work as a musician in the Region in which they are nominated. No person who is or who at any time during the preceding five years was employed by the MU shall be eligible for nomination.
- 3 With the exception of a casual vacancy, any candidate for the Executive Committee shall be nominated in writing at the Regional AGM by another member of that Region and such nomination and written consent and membership number of the nominee must be received by the Secretary of the Regional Committee at or before the Regional AGM. Should a casual vacancy occur, any candidate for the Executive Committee shall be nominated in writing by another member of that Region and such nomination and written consent and membership number of the nominee must be received by the Secretary of the Regional Committee by a time and date to be decided by the EC.
- 4 Candidates nominated may submit a written election address for the information and consideration of members as determined by the EC taking account of the prevailing legal provisions concerning the conduct of such ballots.

- 5 The ballot papers for the election shall be prepared and issued and counted by such independent body as may be designated by the EC. On receipt of the ballot results from the independent scrutineer the General Secretary shall publish those results to the candidates and the members.
- 6 Members of the EC shall be elected by a ballot vote of the Regions for which there are vacancies to be filled. Members elected at the annual election shall take office from the start of the first EC meeting in the calendar year following their election and shall hold office ordinarily until immediately before the first EC meeting in the calendar year two years later. Prior to the holding of an election to which this Rule relates the EC may for the purpose of ensuring that some elections take place annually, decide the period of office of a successful candidate or candidates shall be of such period shorter than two years as they determine. Members of the EC shall be eligible for re-election unless otherwise disqualified.
- 7 If a casual vacancy shall occur, an election shall be held as soon as is practicable. The member elected shall take office immediately the result is declared and shall continue in office for the unexpired period of office of the member who has vacated their office.
- 8 If within any period of 60 days a majority of the Regional Committees in existence at the end of such period shall have passed a resolution to that effect, a special delegate conference shall be held to consider whether all the members of the EC shall be removed from office and the General Secretary shall decide the time and place of and make arrangements for the conference. All the members of the EC shall be removed from office if the special delegate conference shall so resolve and the functions and powers of the EC shall thereupon devolve upon the General Secretary until the election of a new EC. The General Secretary shall arrange for such election to be held as soon as is practicable.
- 5 The EC may at any time summon a meeting of any Regional Committee or group of members and may call for the books and records of any Region or Regional Committee or other body to be delivered to the General Secretary, special auditors or such other person as it may direct.
- 6 The EC may appoint, engage or authorise the engagement of a Deputy General Secretary, Assistant General Secretaries, Assistant Secretaries and such other Officials, Officers and Staff, who shall be under the control of the EC, which shall fix the salaries and conditions of their employment.
- 7 The EC may indemnify members or others in respect of services rendered to the MU.
- 8 The EC is empowered to call, conduct and terminate strikes, to call upon members to withhold their services and to take such other industrial action as it considers desirable.
- 9 The EC may grant strike, lock-out or victimisation pay of such amount as it may consider desirable.
- 10 The grant of legal advice and/or assistance to members shall be made by the EC at its discretion.
- 11 The EC shall have power to appoint any person to represent the MU on other organisations.
- 12 The EC may establish regulations governing the election or appointment of MU Stewards and the duties attached to such offices.
- 13 The EC and its members shall be indemnified by the Union to such an extent as allowed under prevailing legislation against all liability incurred by it or its members in the exercise of its powers and duties under the Rules and the funds of the Union shall be used for the implementation of this indemnity. The EC has the authority to indemnify the General Secretary and others to such extent as allowed under prevailing legislation.

Rule V: EC powers and duties

- 1 Subject to the Rules the EC shall have all the powers of the MU and all powers necessary for or conducive to the attainment of the objects of the MU including the power to delegate its authority. Mention in the Rules of specific powers of the EC shall in no way limit these general powers, always provided that policy decisions of the biennial Delegate Conference shall be binding on the EC as far as is practicable.
- 2 The EC shall normally meet not less than four times a year. The first meeting in each calendar year shall be no later than February in that year. The EC may take decisions by ballot and may make regulations governing such ballots.
- 3 The EC may give specific or general instructions for the implementation of the Rules and the management of the affairs of the Union.
- 4 The EC shall determine any matter on which the Rules are silent but shall have no power to alter the existing Rules, save as is expressly provided for elsewhere in these Rules.
- 14 If the EC shall be satisfied that any ballot vote has not been correctly and fairly taken or returned it shall have power to direct that any votes shall be disqualified and/or to make all arrangements for a fresh vote to be taken to such extent as shall be necessary for a correct return to be made.
- 15 In addition to the disciplinary procedures provided for by Rule XVII an EC member may be suspended from or removed from office as a member of the EC, by resolution of the EC carried by not less than 75% of the total number of serving EC members, if the EC member is found to be acting in contravention of the EC's objects, duties, policies or aims or have been found to have breached EC collective confidentiality or collective responsibility. A person removed from office under this Rule shall not be eligible for re-election to the EC.
- 16 At its first meeting in each year the EC shall appoint from amongst its number three members plus one reserve to serve on a Disciplinary sub-committee and three members plus one

reserve to serve on an Appeals sub-committee comprising different EC members.

In the event that a member of the Disciplinary sub-committee or Appeals sub-committee has or may have a conflict of interest in relation to a charge to be heard by that sub-committee, that member shall for the purpose of proceedings relating to that charge be replaced by a substitute sub-committee member.

Rule VI: Motions to EC, Regional Committees and Delegate Conferences

- Motions from members may be submitted to the EC for consideration in the following ways:
 - At the Regional AGM or a specially convened meeting of the Region, motions may be moved and seconded for consideration by that meeting. The motion may be amended or withdrawn after it has been moved and seconded. If the motion, as amended, is accepted by the meeting on a majority vote, the Regional Organiser shall submit it to the EC.
 - A motion may be submitted in writing for consideration by a Regional Committee. Such a motion must be supported by at least five members of the Region who must provide their names and membership numbers. The motion may be accepted, rejected or amended. If the motion, as amended, is accepted by the meeting on a majority vote, the Regional Organiser shall submit it to the EC.
 - A motion may be submitted in writing directly to the EC for its consideration. Such a motion must be supported by at least 20 members who must provide their names and membership numbers. The motion may be accepted, rejected or amended.
- Motions from members may be submitted to a Regional AGM or Regional Committee in the following ways:
 - At the Regional AGM or a specially convened meeting of the Region, motions may be moved and seconded for consideration by that meeting. The motion may be amended or withdrawn after it has been moved and seconded. The motion may be accepted, rejected or amended.
 - A motion may be submitted in writing for consideration by a Regional Committee. Such a motion must be supported by at least five members of the Region who must provide their names and membership numbers. The motion may be accepted, rejected or amended.
- Motions from members to a Delegate Conference must be submitted in writing for consideration by a Regional Committee. Such a motion must be supported by at least five members of the Region who must provide their names and membership numbers. The motion may be accepted, rejected or amended by the Regional Committee. If the motion, as amended, is accepted by the meeting on a majority vote, the Regional Organiser shall submit it for consideration at the next Delegate Conference, subject to any restrictions on the number of motions as set out in Conference Standing Orders.
- Nothing in Rule VI shall require the EC or a Regional Committee to accept for debate a motion which would have

the effect of re-opening a vote or decision on the same or a similar issue taken by the same body within the past seven months.

- The number of motions which a member may move and/or second (under sub-Rule VI.1a and/or VI.2a and/or VI.3) or support (under sub-Rules VI.1b and/or c and VI.2b and/or VI.3) shall be limited to a maximum of two at any one meeting.

Rule VII: EC Chairperson

- At the first meeting of the EC in each year the EC shall elect from amongst its members a Chairperson and Vice Chairperson(s), to hold office until immediately before the first meeting of the EC in the subsequent year.
- For the purpose of the election of the Chairperson the General Secretary or their deputy shall take the Chair but shall have no vote. In the event of equality of voting the election shall be decided by the toss of a coin.
- The Chairperson (and any other member when acting as Chairperson) shall have an ordinary vote and, in the event of equality of voting, a casting vote.

Rule VIII: The General Secretary

- In the event of a vacancy in the office of General Secretary, the EC shall secure an election for a successor as soon as practicable. The EC shall determine a timetable for the election of General Secretary, shall appoint an independent scrutineer, shall determine the terms and conditions of employment of the General Secretary and may determine a job description and skills/competence profile for the post of General Secretary.

The EC shall ensure that, so far as is reasonably practicable, all members will be sent published notice of the election, notice of the independent scrutineer, the timetable and any job description and skills/competence profile, and shall invite nominations.

- The General Secretary shall be elected by a ballot vote of the MU. Candidates shall confirm in writing their consent to be nominated and their agreement to accept, if elected, such terms and conditions of employment as the EC may require.
- A candidate must either have had at least five years continuous MU membership immediately prior to nomination, or must have had at least five years continuous employment with the MU immediately prior to nomination. For the nomination to be valid the candidate must be both proposed and seconded in writing by eligible members of a Region at a duly convened Regional meeting and a motion to adopt the nomination must be carried at that meeting. Each Region may nominate one candidate and no member may vote for the nomination of more than one candidate at the Regional meeting.
- Candidates nominated may submit for the consideration of members a written election statement of such length and format as may be determined by the EC taking account of the prevailing legal provisions concerning the conduct of such ballots.

- 5 The ballot papers for the election shall be prepared and issued to each member together with the election statement and any job description and skills/competence profile determined under Rule VIII.1. The ballot papers shall be counted by the independent scrutineer or such other independent person as may be appointed by the EC. Upon receipt of the ballot results from the independent scrutineer, the results shall be published by the EC to the membership in such manner as it shall determine.
 - 6 The General Secretary shall, under the authority of the EC, be responsible for the administration of the MU's affairs and shall attend meetings of the EC. The General Secretary will carry out the duties as directed by the EC and the Rules of the MU. The duties may be varied by the EC from time to time.
 - 7 In her/his absence, the duties of General Secretary shall be carried out by the Deputy General Secretary and in the absence of the or any Deputy General Secretary by the Assistant General Secretaries.
 - 8 The General Secretary shall hold office for the maximum period provided by law or until death, cessation of membership, resignation or removal from office, in accordance with the provisions of the Rules. In the event that the General Secretary dies in office, retires or is removed without completing their term of office, an election for a successor shall be held as soon as practicable. A person so removed from office without completing their term of office shall not be eligible to stand for any future election for any office.
 - 9 The General Secretary may be suspended from office by resolution of the EC on the ground that he/she is or may be unable and/or unwilling to perform their duties satisfactorily and/or has brought the MU into disrepute, upon a motion to that effect being moved at a duly convened meeting and carried by a vote in favour of not less than 75% of the total number of serving EC members. In the event of such a resolution being passed, the General Secretary shall forthwith be suspended from office and the EC shall arrange immediately for a ballot vote of members on a motion to remove the General Secretary from office on such grounds as the EC shall determine.
- to determine Rule changes, and/or to receive a report from the EC on its work arising from decisions of previous Conferences.
- 2 The EC shall decide the time and place and make arrangements for the Conferences.
 - 3 Conference delegates, Officials and members of the EC shall receive reasonable expenses for attending the Conference in accordance with rates fixed by the EC. The EC may authorise payment of expenses for any other person attending Conference.
 - 4 Candidates for election as Conference delegates shall hold membership of the Region for which they are a candidate and shall have been members of the MU for at least one year prior to nomination. No Conference delegate shall be an Official or a member of the EC. Nominations for Conference delegates shall be made in writing by another member of his/ her Region and such nomination and written consent of the nominee must be received by the Regional Organiser at or before a date published by the EC.
 - 5 Conference delegates shall be elected by a ballot vote of the membership in each Region. Each Region shall be entitled to one delegate for every 500 members as at the previous year's end.
 - 6 If any delegate is unable to attend the Conference the candidate who has polled the next highest number of votes in the Region and who is eligible shall be deemed to be the elected member for the purpose of attending the Conference.
 - 7 Members of the EC will normally be expected to attend the Conference. Officials shall attend at the discretion of the General Secretary but shall not vote. The EC and the General Secretary may invite any other person to attend Conference as a guest or observer.
 - 8 The EC Chairperson, failing him/her the EC Vice-Chairperson, and failing him/her such other person as the EC shall appoint, shall Chair the Conference.

The EC shall provide the General Secretary with a copy of its motion and the grounds for the motion. The EC and the General Secretary shall be entitled to state in writing their reasons for and against the motion and grounds, and to exchange such statements in advance of these being made available to members with the ballot papers. In the event that the motion is passed by a simple majority of those members voting, the General Secretary shall forthwith be removed from office and shall not be eligible for any future election for any office. In the event that the motion is not passed by a simple majority of members voting, the suspension of the General Secretary shall forthwith be lifted.

Rule IX: Delegate Conference

- 1 A Delegate Conference of delegates from each Region (hereinafter called 'Conference delegates') shall be convened by the EC biennially, or more frequently in case of special circumstances, to discuss and decide matters of policy and/or
 - a Undertake on their behalf the activities set out in Rule I.3a
 - b Negotiate collective and/or other agreements on their behalf with the makers and/or users of recordings on which they have performed for uses of such recordings not provided for in any other agreement; and,
 - c Grant any and all necessary consents on their behalf in respect of such uses of such recordings.
- 3 Notwithstanding sub-Rule X.2 above, members shall be entitled

to negotiate and enter into individual agreements relating to their professional activities. In such a case it shall be the duty of the member to comply with such directions as may be provided by the EC and submit written contracts for professional activities abroad to the Union before they are entered into.

- 4 It shall be the duty of members to report in writing to an appropriate Official any disciplinary offence or breach of Rule of which they have knowledge.
- 5 A member should do all that is possible to ensure that all musicians eligible for membership of the MU seek and/or obtain membership of the MU. Members should not, in furtherance of this obligation and observance of this Rule, incite, make or commit any breach of contract. Enforcement of this sub-Rule shall be subject to the relevant statutory provisions in place from time to time.
- 6 Every member shall give notice to the Union of material changes to their personal details within 21 days of the change taking place.
- 7 It shall be the duty of every member to strike when called upon to do so by the EC, to observe all embargoes on engagements, persons and places and to observe the instructions of the EC in connection with all disputes or other matters within the province of the EC. Enforcement of this sub-Rule shall be subject to the relevant statutory provisions in force from time to time.

Rule XI: Subscriptions

- 1 Subscriptions shall be such sums as determined by the EC. The subscription ordinarily is annual and becomes due on the anniversary of admission, unless otherwise authorised by the EC. Termination of membership for any reason during the course of a year shall not affect the amount of subscription due for that year.
- 2 A member who at the time of application is not in arrears with subscriptions or levies and,
 - a has been a member continuously for 20 years or more and is permanently unable to follow any employment or,
 - b has been a member continuously for 35 years or more and has retired from following the profession of musicmay apply to their Regional Committee for free member status. Should such status be granted the member will be excused subscriptions and levies and will be entitled only to such benefits, services and privileges of membership as the EC from time to time in its absolute discretion may determine.
- 3 The EC may grant free member status to any other member on such terms and for such periods as it may in its absolute discretion think fit.
- 4 The EC may exercise its discretion differently in respect of the three categories of free members. For the avoidance of doubt, free members will not be eligible to hold any office in the Union

or to nominate or vote in Union elections or ballots and any reference to the entitlement of a member to stand or nominate or vote in an election or hold office shall be interpreted as excluding free members.

- 5 A member who at the time of application is not in arrears with subscriptions or levies and has been a member continuously for 35 years or more and has retired from following the profession of music may apply to their Regional Committee for concessionary member status.
- 6 Concessionary member status shall also apply for so long as a member is in full-time education having notified the Union in writing to that effect and provided proof of student status when requested.
- 7 The EC may grant Concessionary member status to any other member on such terms and for such periods as it may in its absolute discretion think fit.
- 8 A concessionary member shall be liable to pay a subscription of an amount according to a scale determined by the EC and shall be entitled only to such benefits, services or privileges of membership and to hold such offices or to nominate or vote in such Union elections or ballots as the EC from time to time in its absolute discretion may determine.
- 9 The subscription due from each member shall be remitted no later than 28 days after the time provided for in clause 1 of this rule. Each member shall be given written notice that their subscription is overdue, and of the action to be taken in the event of their failure to pay within the notified timescale.
- 10 Any member whose subscription is not paid within the 28 day period specified in Rule XI 4, and/or with levies or fines 28 days' outstanding, shall cease to be a member.
- 11 Any Officer who ceases to be a member under Rule XI 5 shall automatically cease to hold office.
- 12 Where a member pays subscriptions by direct debit, any reference to the renewal date on the member's individual membership card shall be read as referring to the date on which the direct debit instalment is due and any reference to the subscription shall be read as referring to an instalment.

Rule XII: Levies

- 1 If the EC should consider it desirable that for any purpose there should be a national or Regional levy, it shall formulate a scheme (which may provide for payment of reduced amounts or none at all by some of the members) and submit it to the vote of the members. If a majority of the members voting at meetings held for that purpose shall be in favour of the levy the EC shall give notice of the imposition of the levy by publication of the particulars in the official journal or otherwise.
- 2 If a member shall not have paid the amount or amounts due from them within 28 days of the date or dates for payment stated in the official notification of the imposition of the levy they shall be suspended from membership.

Rule XIII: Rates and conditions

- 1 The EC may for the benefit of members issue general information concerning the rates and conditions for different classes of employment and engagement. The EC shall endeavour to secure that such information includes any regional variations in rates and conditions

Rule XIV: Alteration of Rules

- 1 Save as expressly provided for elsewhere in these Rules, these Rules shall only be altered by, at the discretion of the EC, either:
 - a A ballot vote of the members; or
 - b A Delegate Conference

Rule changes, whether by ballot or Conference, shall only be proposed by (i) the EC or (ii) a majority decision of the MU's Regional Committees reached in accordance with the procedure described in Rule XIV.2 below.

- 2 A motion proposing a Rule change may be submitted to a Regional Committee in accordance with Rule VI.1b and, if accepted in accordance with Rule VI.1b, submitted to the EC in accordance with that Rule. If a majority of the EC vote to do so, the proposal(s) shall then be referred by the EC to all other MU Regional Committees who shall at their next meeting vote whether the Rule change proposal(s) should proceed. The EC may, in its sole discretion, when referring the proposal to Regional Committees include with the proposal a statement or statements giving the views of the EC and/or the Regional Committee which submitted the proposal. If a majority of Regional Committees (taken together with the Regional Committee proposing the Rule change) vote that the Rule change should proceed, the EC shall then at its next meeting refer the proposal(s) to whichever of (i) a ballot vote of the members; or (ii) a Delegate Conference as the EC shall in its absolute discretion consider appropriate. In the event of a ballot the EC shall have the right to include with the ballot paper a statement giving its views on the proposal(s).
- 3 In the event of a change of legislation that would make any Rule unlawful, the EC shall have the power to amend that Rule so as to comply with that legislation.

Rule XV: Voting in consultative, industrial action & similar ballots

- 1 Members entitled to vote in consultative, industrial action and similar ballots shall be those members who are not otherwise ineligible who are included on the membership database at the time of the ballot.
- 2 The General Secretary or an appropriate Official shall make such administrative arrangements as are appropriate for such ballots in accordance with procedures established by the EC, including the delegation of all or some of these administrative arrangements to an agency or other organisation.

Rule XVI: Rules of meetings

- 1 A body constituted to conduct the business of the MU shall determine its own quorum, which shall be not less than three.

- 2 Except where otherwise expressly stated, the Chairperson, for the time being of any meeting (other than the EC and EC sub-committees), shall in the event of equality of voting have a casting vote in addition to their ordinary vote (if any).
- 3 An honorary member may attend and speak at meetings only by invitation and shall not be entitled to vote.
- 4 Any member of any Committee who is absent from three consecutive meetings of the Committee shall cease to be a member of the Committee unless the Committee is satisfied that their absence is justifiable.

Rule XVII: Disciplinary procedures

- 1 All MU members have a duty to observe the Rules of the MU.
- 2 Disciplinary action may be taken against any member who does any of the following (including doing so as a member of a political party):
 - a Disregards, disobeys or breaks any of the Rules or regulations of the MU applicable to them, or any instruction issued in accordance with the Rules;
 - b Acts in a manner prejudicial or detrimental to the MU or their Region;
 - c Commits:
 - (i) Any act of discrimination or harassment on grounds of age, colour, disability, marital status, race, religion, sex or sexual orientation; or,
 - (ii) Any other discriminatory conduct which is prejudicial to the objects of the MU set out at Rule 1;
 - d Misappropriates any money or property belonging to the MU which is under their control, or fails properly to account for money which was, is or should be under their control or defrauds the MU in any way;
 - e Evades payment of the correct rate of subscriptions.
- 3 Disciplinary action may not be taken against a member where the conduct complained of consists solely of acting as an Officer or Official of the MU for or on behalf of or in accordance with the decision of a committee or other body of the MU.
- 4 Where a complaint of an alleged disciplinary offence is made to the General Secretary and there appear to the General Secretary to be reasonable grounds to think that a member might be guilty of a disciplinary offence the General Secretary shall investigate whether charges are justified.
- 5 It shall be open to the General Secretary to delegate all or part of the investigation to such person or persons as the General Secretary thinks fit.
- 6 The General Secretary shall consider the result of such investigation and consider whether there are reasonable grounds to think that a member might be guilty of a disciplinary

offence and whether charges are justified and should be brought.

7 If the General Secretary considers that a charge (or charges) should be brought the General Secretary shall appoint an Assistant General Secretary (or other Official) to prepare and prosecute the case on behalf of the MU and a different Assistant General Secretary (or other Official) to act as secretary to the Disciplinary sub-committee appointed in accordance with Rule V.16.

8 A disciplinary charge shall be heard by the Disciplinary subcommittee of the EC appointed in accordance with Rule V.16.

9 Where the Disciplinary sub-committee considers a disciplinary charge is proved against a member, it may impose any one or more of the following penalties:

a Censure of the member;

b Debarring the member from attending any Delegate Conference and/or Regional meeting for whatever period it deems appropriate;

c Debarring the member from holding any MU office for whatever period it deems appropriate;

d Suspension of the member from all or any of the benefits of membership for whatever period it deems appropriate;

e Suspension of the member from holding any MU office for whatever period it deems appropriate.

f Expulsion of the member from the MU.

A member suspended under this rule shall, during the period of suspension, remain liable for subscriptions and levies and all the obligations of membership.

10 At any time during an investigation or disciplinary under this Rule XVII, the General Secretary (or such persons delegated under Rule XVII (5)) may suspend the member concerned for such period and on such terms as he (or they) shall in their absolute discretion think appropriate.

11 A member of the MU who is dissatisfied with the decision of the Disciplinary sub-committee in respect of charges against them may exercise their right of appeal to the Appeals sub-committee of the EC appointed in accordance with Rule V.16. Any such appeal must be in writing to the General Secretary within 14 days of notification of the decision of the Disciplinary sub-committee. The appeal shall be by way of review and shall not be a re-hearing. Each party shall be entitled to make written submissions to the Appeals sub-committee. The Appeals subcommittee may, in exceptional circumstances, call either party or any witness to attend before the Appeals sub-committee.

The Appeals sub-committee may confirm or vary the decision and/or penalty of the Disciplinary sub-committee

but may not increase the penalty imposed by the Disciplinary subcommittee.

12 The decision of the Appeals sub-committee shall be final and binding upon the MU and the member(s) concerned.

13 The procedure to be adopted for disciplinary hearings and appeals shall be as determined by the EC from time to time.

Rule XVIII: Funds, property & trustees

1 All moneys subscribed by the members and all funds and property otherwise acquired by the MU shall be the property of the MU.

2 Funds available for investment shall be invested in such a way (whether authorised by law for the investment of trust funds or not) as shall from time to time be provided by regulations drawn up by the EC.

3 The EC may direct that any part of the funds or investments of the MU shall be separated from the general funds of the MU and held upon separate trusts within any of the objects and powers of the MU including such trusts as are in law charitable.

4 Any investments or funds available for investment may be allocated by the EC to a Provident Fund or Provident Funds and thereafter the income arising therefrom shall be applicable and applied solely for the purpose of such provident benefits, being both as to nature and amount within Section 467 (1 and 2) of the Income and Corporation Taxes Act 1988, as are provided for by these Rules. Notwithstanding anything contained elsewhere in these Rules there shall be no power to alter this sub-Rule so as to permit Provident Funds to be used for purposes outside the said section or any statutory amendment thereof.

5 There shall be four or more General Trustees appointed by the EC each of whom shall hold office until death, resignation, disqualification or removal by the EC.

6 All the real and personal property of the MU which is not required for immediate purposes shall be held in the name of a nominee company of which the General Trustees shall be the directors and shall be held in accordance with the instructions of the EC.

Rule XIX: Auditors & Assurer

1 The accounts of the MU shall run to 31 December of each year.

2 The accounts of the MU shall be audited annually.

3 The EC shall appoint auditors qualified as required by Section 34 of the Trades Unions and Labour Relations (Consolidation) Act 1992.

4 The EC shall appoint an Assurer to provide such membership audit certificates as are required by legislation. The Assurer may be removed in accordance with legislation and their appointment shall cease forthwith if no longer required by legislation.

Rule XX: Political Fund (except Northern Ireland)

- 1 The objects of the Musicians' Union shall include the furtherance of the political objects to which section 72 of the amended Trade Union and Labour Relations (Consolidation) Act 1992 (the Act) applies. These objects are:
 - 1.1 The expenditure of money;
 - a on any contribution to the funds of, or on the payment of expenses incurred directly or indirectly by, a political party;
 - b on the provision of any service or property for use by or on behalf of any political party;
 - c in connection with the registration of electors, the candidature of any person, the selection of any candidate or the holding of any ballot by the union in connection with any election to a political office;
 - d on the maintenance of any holder of a political office;
 - e on the holding of any conference or meeting by or on behalf of a political party or of any other meeting the main purpose of which is the transaction of business in connection with a political party;
 - f on the production, publication or distribution of any literature, document, film, sound recording or advertisement the main purpose of which is to persuade people to vote for a political party or candidate or to persuade them not to vote for a political party or candidate.
 - 1.2 Where a person attends a conference or meeting as a delegate or otherwise as a participator in the proceedings, any expenditure incurred in connection with his attendance as such shall, for the purposes of paragraph (e) above, be taken to be expenditure incurred on the holding of the conference or meeting.
 - 1.3 In determining, for the purposes of paragraphs (a) to (f) above, whether the trade union has incurred expenditure of a kind mentioned in those paragraphs no account shall be taken of the ordinary administrative expenses of the union.
 - 1.4 In these objects;
 - "candidate" means a candidate for election to a political office and includes a prospective candidate;
 - "contribution", in relation to the funds of a political party, includes any fee payable for affiliation to, or membership of, the party and any loan made to the party;
 - "electors" means electors at any election to a political office;
 - "film" includes any record, however made, of a sequence of visual images, which is capable of being used as a means of showing that sequence as a moving picture;
 - "local authority" means a local authority within the meaning of section 270 of the Local Government Act 1972 or section 235 of the Local Government (Scotland) Act 1973; and
 - "political office" means the office of member of Parliament, member of the European Parliament or member of a local authority or any position within a political party.
- 2 Any payments in the furtherance of such political objects shall be made out of a separate fund of the union (hereinafter called the political fund).
- 3 The particular rules which apply to those people that joined the Union before 1 March 2018 and to political funds set up before 1 March 2018 are set out in Schedule 1 to these rules.
- 4 The particular rules which apply to those people that joined the Union after 28 February 2018 and to political funds set up after 28 February 2018 are set out in Schedule 2 to these rules.
- 5 For the purpose of enabling each member of the union who may pay a political contribution to know in respect of any such contribution, what portion, if any, of the sum payable by him is a contribution to the political fund of the union, it is hereby provided that the first 2p of each £1 contribution is a contribution to the political fund, and that any member who is exempt shall be relieved from the payment of the sum of the first 2p of each £1 contribution, and shall pay the remainder of such contribution only.
- 6 A member who is exempt from the obligation to contribute to the political fund of the union shall not be excluded from any benefits of the union, or placed in any respect either directly or indirectly under any disability or disadvantage as compared with other members of the union (except in relation to the control or management of the political fund) by reason of his being so exempt.
- 7 If any member alleges that he is aggrieved by a breach of any of these rules for the political fund, being a rule or rules made pursuant to section 82 of the 1992 Act, he may complain to the Certification Officer, and the Certification Officer, after making such enquiries as he thinks fit and after giving the complainant and the union an opportunity of being heard, may, if he considers that such a breach has been committed, make such order for remedying the breach as he thinks just in the circumstances. Any such order of the Certification Officer may, subject to the right of appeal provided by section 95 of the 1992 Act, be enforced in the manner provided for in section 82(4) of the 1992 Act.
- 8 Contribution to the political fund of the union shall not be made a condition for admission to the union.
- 9 The union shall include in the annual return that is submitted to the Certification Officer details of political expenditure as required by section 32ZB of the 1992 Act.
- 10 The union shall ensure that a copy of the political fund rules is available, free of charge, to any member of the union who requests a copy.

Schedule 1

Rules that apply to members that joined the Union before 1 March 2018 and political funds set up before 1 March 2018.

Notice to members

- 1 As soon as is practicable after the passing of a resolution approving the furtherance of such political objects as an object

of the union, it shall ensure that a notice in the following form is given to all members of the union.

Notice to members

Trade Union and Labour Relations (Consolidation) Act 1992 (as amended)

A resolution approving the furtherance of political objects within the meaning of the above Act as an object of the union has been adopted by a ballot under the Act. Any payments in the furtherance of any of those objects will be made out of a separate fund, the political fund of the union. Every member of the union has a right to be exempt from contributing to that fund. A form of exemption notice can be obtained by or on behalf of any member either by application at, or by post from, the head office or any branch office of the union or from the Certification Office for Trade Unions and Employers' Associations, Lower Ground Floor, Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX. This form, when filled in, or a written request to the like effect, should be handed or sent to the General Secretary or Assistant General Secretary.

- This notice shall be published to members by such methods as are used by the union to publish notices of importance to members. It is the union's current practice to publish such notices by inclusion in its journal.

Request for exemption

- Any member of the union may at any time give notice a) on the form of exemption notice specified in rule 5, or b) written request in a form to the like effect, that he objects to contribute to the political fund. A form of Exemption Notice may be obtained by, or on behalf of, any member, either by application at, or by post from, the head office or any branch office of the union, or from the Certification Office for Trade Unions and Employers' Associations, Lower Ground Floor, Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX.
- The form of an exemption notice shall be as follows:

Musicians' Union Political Fund Exemption Notice

I give notice that I object to contributing to the political fund of the union and am in consequence exempt, in the manner provided by Chapter VI of the Trade Union and Labour Relations (Consolidation) Act 1992, from contributing to that fund.

Print name

Signature

Name of Region

Address

.....

.....

Date

- Any member may obtain exemption from contributing to the political fund by sending a Notice of Exemption to the General Secretary or such other person as is identified in the Notice to Members in Rule 1. On receiving the Notice of Exemption the union shall send an acknowledgement of its receipt to the member at the address in the notice, and shall process the exemption as soon as reasonably practicable.

Manner of giving effect to exemption

- On giving an exemption notice, a member shall become exempt from contributing to the union's political fund, where the notice is given:
 - Within one month of the giving of Notice to Members in Rule 1 following the passing of a political resolution on a ballot held at a time when no such resolution is in force, as from the date on which the exemption notice is given; or
 - In any other case, as from 1 January next after the exemption notice is given.
- The union shall give effect to the exemption of members from contributing to the political fund of the union by a separate levy of contributions to that fund from the members who are not exempt.

Schedule 2

Rules that apply to people that joined the Union after 28 February 2018 and to political funds set up after 28 February 2018.

Opting in by union members to contribute to political funds

- A member cannot be required to make a contribution to the political fund of the union unless they have given notice of their willingness to contribute to that fund (an "opt-in notice").
- A member of a trade union who has given an opt-in notice may withdraw that notice by giving notice to the union (a "withdrawal notice").
- A withdrawal notice takes effect at the end of the period of one month beginning with the day on which it is given.
- A member of a trade union may give an opt-in notice or a withdrawal notice:
 - by delivering the notice (either personally or by an authorised agent or by post) at the head office or a branch office of the union;
 - by sending it by e-mail to the following email address: politicalfund@theMU.org
 - by completing an electronic form provided by the union which sets out the notice and sending it to the union by electronic means with instructions by the union.
 - by any other electronic means prescribed under the 1992 Act (as inserted by the 2016 Act)

Information to members about opting in to the political fund

- The union shall take all reasonable steps to secure that, not later than the end of the period of eight weeks beginning with

the day on which the annual return of the union is sent to the Certification Officer, all the members of the union are notified of their right to give a withdrawal notice.

- 6 Such notification may be given:
 - a by sending individual copies of it to members; or
 - b by any other means (whether by including the notification in a publication of the union or otherwise) which it is the practice of the union to use when information of general interest to all its members needs to be provided to them.
- 7 The notification may be included with the statement required to be given by section 32A of the Trade Union and Labour Relations (Consolidation) Act 1992. Overseas members of the union will not be sent the notification.
- 8 A trade union shall send to the Certification Officer a copy of the notification which is provided to its members in pursuance of this section as soon as is reasonably practicable after it is so provided.
- 9 Where the same form of notification is not provided to all the members of the union, the union shall send to the Certification Officer a copy of each form of notification provided to any of them.
- 10 If any member alleges that he is aggrieved by a breach of any of these rules for giving information to members about opting into the political fund, being a rule or rules made pursuant to section 84A of the 1992 Act, he may complain to the Certification Officer. Where the Certification Officer is satisfied that the union has failed to comply with a requirement of section 84A of the 1992 Act the Officer may make such order for remedying the failure as he thinks just under the circumstances. Before deciding the matter the Certification Officer:
 - a may make such enquiries as the Officer thinks fit;
 - b must give the union, and any member of the union who made a complaint to the Officer regarding the matter, an opportunity to make written representations; and
 - c may give the union, and any such member as is mentioned in clause b), an opportunity to make oral representations.

Manner of giving effect to decision not to contribute to political fund

- 11 The union shall give effect to the members decision not to contribute to the political fund of the union by relieving members who are not contributors from the payment of the appropriate portion of any periodical contribution required from members towards the expenses of the union.
- 12 Any form (including an electronic form) that a person has to complete in order to become a member of the union shall include:
 - a a statement to the effect that the person may opt to be a contributor to the fund; and
 - b a statement setting to the effect that a person who chooses not to contribute to the political fund shall not, by reason of

not contributing, be excluded from any benefits of the union or be placed in any respect either directly or indirectly under a disability or at a disadvantage as compared with other members of the union (except in relation to control of the political fund).

Rule XXI: Political Fund (Northern Ireland members)

Northern Ireland Political Fund Rules

- 1 Under Article 59 of the Trade Union and Labour Relations (Northern Ireland) Order 1995 no Northern Ireland member of the Union shall be required to make any contribution to the Political Fund of the Union unless he/she has delivered, as provided in sub-Rule 2 herein, to the National Office or some Regional Office of the Union, a notice in writing, in the form set out in sub-Rule 2 herein, of his/her willingness to contribute to that Fund, and has not withdrawn the notice in the manner provided in sub-Rule 3 herein, is to be deemed for the purpose of these Rules to be a member who is exempt from the obligation to contribute to the Political Fund of the Musicians' Union.

Form of Political Fund contribution notice for Northern Ireland members

- 2 The form of notice of willingness to contribute to the Political Fund of the Musicians' Union is as follows:

Political Fund Contribution Notice – Northern Ireland

I hereby give notice that I am willing, and agree, to contribute to the political fund of the Musicians' Union, and I understand that I shall in consequence, be liable to contribute to that Fund and shall continue to be so liable, unless I deliver to the National Office or some Regional Office of the union, a written notice of withdrawal. I also understand that after delivering such a notice of withdrawal I shall continue to be liable to contribute to the political fund until the next following first day of January

Name

Address

.....

.....

Membership number

Date

- 3 If at any time a Northern Ireland member of the Musicians' Union, who has delivered such a notice as is provided for in sub-Rule 1 and sub-Rule 2 herein, gives notice of withdrawal thereof, delivered as provided in sub-Rule 1 herein, to the National Office or at any Regional Office of the Musicians' Union, he/she shall be deemed to have withdrawn the notice as from the first day of January next after the delivery of the notice of withdrawal.
- 4 The notices referred to in sub-Rule 2 and sub-Rule 3 may be delivered personally by the member or by an authorised agent of the member, and any notice shall be deemed to have been

delivered at the National Office or Regional Office of the Musicians' Union if it has been sent by post properly addressed to that office.

- 5 The Executive Committee shall give effect to the statutory exemption of Northern Ireland members to contribute to the Political Fund of the Musicians' Union by making a separate levy of contributions to that Fund from those Northern Ireland members who have provided written consent of their willingness to contribute, namely, the sum of 2p of each complete £1 contribution. No moneys of the Musicians' Union other than the amount raised by separate levy shall be carried to the Political Fund.
- 6 Northern Ireland members who are statutorily exempt from the obligation to contribute to the Political Fund of the Musicians' Union shall not be excluded from any benefits of the Union, or placed in any respect either directly or indirectly under any disability or disadvantage as compared with other members of the Union (except in relation to the control or management of the Political Fund) by reason of their being exempt.
- 7 Contribution to the Political Fund of the Musicians' Union shall not be made a condition for admission to the Union.
- 8 If any Northern Ireland member alleges that he/she is aggrieved by a breach of any of the Rules made pursuant to Article 59 of the Trade Union and Labour Relations (Northern Ireland) Order 1995 he/she may complain to the Northern Ireland Certification Officer, 10-16 Gordon Street, Belfast, BT1 2LG, under Article 70 of The Industrial Relations (Northern Ireland) Order 1992.

If, after giving the complainant and a representative of the Musicians' Union an opportunity to be heard, the Certification Officer considers that a breach has been committed, he/she may make an order for remedying it as he/she thinks just in the circumstances. Under Article 69 of the 1995 Order an appeal against any decision of the Certification Officer may be made to the Northern Ireland Court of Appeal on a question of law. Additionally, if any Northern Ireland member alleges that he/she is aggrieved by a breach of the Political Fund Rules made pursuant to Section 82 of the Trade Union and Labour Relations (Consolidation) Act 1992 he/she may complain to the GB Certification Officer, 2nd Floor, Euston Tower, 286 Euston Road, London NW1 3JJ. If, after giving the complainant and a representative of the Musicians' Union an opportunity of being heard, the GB Certification Officer considers that a breach has been committed, he/she may make an order for remedying it as he/she thinks just in the circumstances. Any such order of the GB Certification Officer is subject to the right of appeal provided for by Section 82 (4) of the 1992 Act.

Rule XXII: Dissolution

- 1 If on a ballot vote a resolution to dissolve the MU shall be passed by nine-tenths of the members of the MU or if the number of members shall be reduced to 50 or less, any member shall be entitled to call a meeting of the members to appoint a Committee to wind up the affairs of the MU. After payment of the MU's liabilities, any assets shall be divided among the members in equal shares.

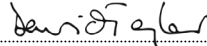
Trade Union and Labour Relations (Consolidation) Act 1992

*Certificate of Approval of
Political Fund Rules*

I hereby approve the political fund rules of

Musicians' Union

to which this certificate is affixed for the purposes of
Sections 71 & 82 of the *Trade Union and Labour Relations
(Consolidation) Act 1992*.



DAVID TAYLOR, Assistant Certification Officer
Date: 06 October 2017

Certification Officer for Trade Unions
and Employers' Associations
Lower Ground Floor, Fleetbank House
2—6 Salisbury Square
London EC4Y 8JX

Appendix A: Regions For information only. This Appendix does not form part of the Rules. MU Regional Boundaries at 1 January 2008.

London

Bromley (postcodes starting: BR), Croydon (CR), Dartford (DA), Enfield (EN), Harrow (HA), Ilford (IG), Kingston-Upon-Thames (KT), London East (E), London East Central (EC), London North (N), London North West (NW), London South East (SE), London South West (SW), London West (W), London West Central (WC), Romford (RM), Sutton (SM), Twickenham (TW), Uxbridge (UB).

East & South East England

Bournemouth (postcodes starting: BH), Brighton (BN), Cambridge (CB), Canterbury (CT), Chelmsford (CM), Colchester (CO), Guildford (GU), Hemel Hempstead (HP), Ipswich (IP), Luton (LU), Medway (ME), Milton Keynes (MK), Norwich (NR), Oxford (OX), Peterborough (PE), Portsmouth (PO), Reading (RG), Redhill (RH), Tunbridge Wells (TN), Slough (SL), Southampton

SO), Southend-On-Sea (SS), St Albans (AL), Stevenage (SG), Watford (WD).

Midlands

Birmingham (postcodes starting: B), Coventry (CV), Crewe (CW), Derby (DE), Dudley (DY), Hereford (HR), Leicester (LE), Lincoln (LN), Northampton (NN), Nottingham (NG), Stoke-On-Trent (ST), Telford (TF), Walsall (WS), Wolverhampton (WV), Worcester (WR).

North of England

Blackburn (postcodes starting: BB), Blackpool (FY), Bradford (BD), Bolton (BL), Carlisle (CA), Chester (CH), Durham (DH), Darlington (DL), Doncaster (DN), Halifax (HX), Harrogate (HG), Huddersfield (HD), Isle of Man (IM), Kingston-Upon-Hull (HU), Lancaster (LA), Leeds (LS), Liverpool (L), Manchester (M), Newcastle-Upon-Tyne (NE), Oldham (OL), Preston (PR), Sheffield

(S), Stockport (SK), Sunderland (SR), Teesside (TS), Wakefield (WF), Warrington (WA), Wigan (WN), York (YO).

Wales & South West England

Bath (postcodes starting: BA), Bristol (BS), Cardiff (CF), Dorchester (DT), Exeter (EX), Gloucester (GL), Guernsey (GY), Jersey (JE), Llandrindod Wells (LD), Llandudno (LL), Newport (NP), Plymouth (PL), Salisbury (SP), Shrewsbury (SY), Swansea (SA), Swindon (SN), Taunton (TA), Torquay (TQ), Truro (TR).

Scotland & Northern Ireland

Aberdeen (postcodes starting: AB), Belfast (BT), Dumfries & Galloway (DG), Dundee (DD), Edinburgh (EH), Falkirk (FK), Galashiels (TD), Glasgow (G), Hebrides (HS), Inverness (IV), Kilmarnock (KA), Kirkcaldy (KY), Kirkwall (KW), Shetland Isles (ZE), Motherwell (ML), Paisley (PA), Perth (PH).

MU Benefits

Have you registered for your MU benefits?

While membership of the MU offers a wide range of free services, there are valuable benefits for which you need to register or apply.

MU website

To fully access our website – **theMU.org** – you will need to register on your first visit using your membership number.

Contract advice – before you sign

Receive professional advice on the terms and implications of any complex agreements via our Contract Advisory Service. Contact your Regional Office to find out more.

Instrument and equipment insurance

For £2,000 worth of free musical instrument and equipment cover. Register by calling Hencilla Canworth on 020 8686 5050.

Partnership advice

If all the members of your group are already MU members, or decide to join, we can offer free partnership advice and an agreement. Contact your Regional Office for more information.

Medical assistance

The British Association for Performing Arts Medicine delivers specialist health support to musicians. Visit **bapam.org.uk**

Motoring service

The MU Family Motoring and Accident Aftercare Scheme provides 24/7 cover. Members must enter discount code MU24 to obtain free membership of the scheme. Register now at **mu.totalmotorassist.co.uk**

Help Musicians UK

Charity offering practical, positive support to emerging, professional and retired musicians, whatever the genre. **helpmusicians.org.uk**

Music Minds Matter

A comprehensive mental health support service providing advice, information, resources, and professional and clinical services for musicians in need of help. **musicmindsmatter.org.uk**

Music Support

A charity for individuals in the UK music industry suffering from mental, emotional and behavioural health disorders. **musicupport.org**

Musicians' Hearing Services

A range of hearing related services for MU members. For an appointment, call MHS on 020 7486 1053 or visit **musicianshearingservices.co.uk**

Follow The MU

The MU's Twitter feed and Facebook page offer valuable interactive resources for Musicians' Union members, while providing up-to-the-second information on the MU's campaigns and events, as well as music industry issues that directly affect you as a working musician.

Our Twitter feed, with its 34,000 followers, and Facebook page address the specific interests and needs of our members in the 21st century and offer vibrant platforms for discussion. We encourage all members to get involved and have their say.



Follow us on Twitter
@WeAreTheMU



Follow us at:
facebook.com/musicians.union

Royalty Payments

Are you due a royalty payment from the Musicians' Union for the use of any of your recordings in television programmes, films or adverts?

Are you the next of kin of a musician who used to receive royalties from us?

The Musicians' Union pays royalties to a growing number of musicians for the secondary exploitation of their recordings. In most cases we know which musicians performed on the recording and already have their contact and payment details, so the royalty income can be distributed immediately.

However, there is a certain amount of income we have collected that we cannot distribute as we have not been able to identify who performed on the recording; or we do know the names of the musicians but we have been unable to trace them or their

next of kin. If you can assist the Musicians' Union with line-up information or contact details, please visit:

theMU.org/Home/Advice/Recording-Broadcasting/Royalties

Here, you will be able to find more information on the types of royalty income we collect, as well as lists of musicians and recording line-ups we are currently trying to trace.

Career Advice

For the latest career advice visit: theMU.org

Including:

- Live performance
- Tax Savings Guide
- Orchestral
- Gigging and touring abroad
- Education
- Recording and broadcasting
- Managers
- Health and safety
- Agents
- Merchandising and endorsement deals

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