

Contract for Services (Self-Employed) based on the Incorporated Society of Musicians model contract.

An Agreement for the appointment of a Director of Music

An agreement between

- i. Harpsden Parochial Church Council (the 'Council')
- ii. The Revd Robert Sydney Thewsey (the 'Minister'), and
- iii. (the Director of Music)

Appointment

1. a. The Minister with the agreement of the Council hereby appoints as the Director of Music in the Church of St Margaret of Antioch, Harpsden, Oxfordshire with effect from
- b. In consideration of the fees specified in clause 4, the Director of Music shall perform the duties specified in clause 2 and Schedules A and B attached to this agreement.

Duties

2. a. The Director of Music shall be responsible to the Minister for the care, control and general oversight of all the music in the Church.
- b. The Director of Music shall play the organ and direct the choir/instrumental group at all the ordinary weekly services listed in Schedule A attached to this Agreement.
- c. The Director of Music shall play the organ and direct the choir/instrumental group at all the Services on the Holy Days of the Church listed in Schedule B attached to this Agreement.
- d. The Director of Music shall attend meetings of the Council and its sub-committees where music and the liturgy are to be discussed.
- e. The Director of Music shall oversee the supervision of the care and maintenance of the Church's organ and other musical instruments.
- f. The Director of Music shall be responsible for matters relating to the membership of the choir/instrumental group, subject to the approval of the Minister.
- g. The Director of Music shall be solely responsible for the training of the choir/instrumental group and shall arrange regular rehearsals for this purpose.

Deputies

3. The Director of Music shall be entitled to delegate some or all of the above duties to a competent assistant or deputy at his/her discretion, subject to the approval of the Minister, not to be unreasonably withheld.

Fees

4. a. The Director of Music's fees shall be calculated in accordance with Schedule C attached.
b. The fees in Schedule C shall be renegotiated annually on the anniversary of this Agreement.
c. Where the Director of Music is registered for VAT, all the fees in clause 4 above shall be subject to VAT at the rate applicable.

Method of payment

5. The Director of Music will be paid via BACS, monthly in arrears.

Weddings, funerals and special services

6. Over and above the performance of his/her duties under clause 2 above, the Director of Music shall have the sole right to play at all other services in the Church and to be paid the appropriate fee, as set out in Schedule C attached to this Agreement, for doing so. The Director of Music may permit some other competent person to play at any such services but in that event the Director of Music shall still be entitled to receive the scheduled fee.

Use of organ

7. The organ and other musical instruments shall be reserved for the sole use of, and the giving by, the Director of Music, and also for the practice of his/her pupils, assistants or deputies, at such times as will not interfere with the Services of the Church. The use of the organ and other musical instruments shall not be granted to others without the consent of the Director of Music

Exclusivity

8. The Director of Music shall have the sole right to play and direct the choir or instrumental group at all services at the Church whenever music is requested. The Director of Music may, at his/her discretion, permit some other competent person to play at any such service but in that event the Director of Music shall be entitled to receive the fee as specified in Schedule C above.

Recordings

9. a. No part of the Director of Music's performance shall be recorded, reproduced or transmitted in any

manner or by any means whatsoever without the prior written consent of the Director of Music.

- b. Notwithstanding paragraph 9a. above and subject to the payment of an additional fee (which shall be 50% of the performance fee for a sound recording and 100% of the performance fee for a video recording), the Director of Music shall agree to the recording of his/her performance (pursuant to the Copyright, Designs and Patents Act 1988) for non-commercial purposes.

Director of Music's property

10. a. The Director of Music shall be responsible for providing his/her own organ music.
- b. The Council shall not be responsible for the insurance or safe keeping of music or other equipment belonging to the Director of Music on church premises.

Contractual relationship

11. No part of this Agreement shall be deemed to constitute a contract of employment.

Income tax and national insurance contributions

12. The Director of Music shall be liable for his/her own income tax and National Insurance payments and responsible for making arrangements for payment.

Termination

13. a. This Agreement can be terminated either by the Minister with the agreement of the Council (or the Archdeacon) giving at least three months' notice to the Director of Music or by the Director of Music giving at least three months' notice to the Minister and to the Secretary of the Council.
- b. In the event of gross misconduct by the Director of Music, the Minister, with the agreement of the Council (unless the Archdeacon considers that the circumstances are such that the requirement as to the agreement of the Council should be dispensed with), may terminate this agreement after giving the Director of Music a reasonable period of time to make representation at a formally convened meeting.
- c. In the event of breach of contract by the Director of Music, the Minister with the agreement of the Council (unless the Archdeacon considers that the circumstances are such that the requirement as to the agreement of the Council should be dispensed with), may give notice of the breach and, if the breach is not remedied within 30 days, may terminate this Agreement forthwith, without prejudice to any other remedies which may be available.
- d. In the event of breach of contract by either the Council or the Minister, the Director of Music may give notice of the breach and, if the breach is not remedied within 30 days, may terminate this Agreement forthwith, without prejudice to any other remedies which may be available.

Appointment of a Director of Music

Schedule A

Weekly services at which the Director of Music shall play the organ and/or direct the choir/instrumental group pursuant to clause 2b of this Agreement.

Sundays. 9.30 am. Harpsden Church

Occasional Evensong at Harpsden Church

Schedule B

Services on Holy Days of the Church at which the Director of Music shall play the organ and/or direct the choir/instrumental group pursuant to clause 2c of this Agreement.

Ash Wednesday

Maundy Thursday

Good Friday

Easter Eve/or Dawn Service

Ascension Day

Christmas Eve

Christmas Day

Three additional choir rehearsals are included within the pay scale for extra choir rehearsals leading up to Christmas.

Schedule C

Fees payable to the Director of Music

- i. For playing the organ and directing the choir/instrumental group at all the ordinary weekly services as listed in Schedules A and B, and rehearsals as required £4,500 per annum.
- ii. For playing the organ at weddings £135.00 per service
- iii. For rehearsing and conducting the choir/instrumental group for a wedding, or funeral £30.00 (A total fee of £180.00 will be charged for the choir, which included the £30 organist's fee.)
- iv. For playing the organ at a funeral £85.00 per service.
- v. For playing the organ at a 'private' Baptism which is outside the normal Sunday morning service £85.00 per service.