



Musicians'  
Union

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PERFORMING  
AND TOURING  
WITH  
FEATURED  
ARTISTS

#BEHINDEVERYMUSICIAN

# MUSICIANS' UNION

## PERFORMING AND TOURING WITH FEATURED ARTISTS

### FAIR ENGAGEMENT GUIDE

#### SCOPE:

- This document sets out the Musicians' Union (MU) guidelines for musicians engaged by Featured Artists and/or their representatives;
- The rates apply for tours or one-off performances at venues, arenas, stadiums and festivals;
- The rates apply to headline - as opposed to supporting - artists;
- This document offers advice on working as a live session musician rather than being a core band member.

#### DEFINITION:

'Featured Artists' for the purposes of this document are artists who have representation from management, major record labels or other third parties. Alternatively, they may be promoting a commercially released (i.e., a release that has third party financial backing) album.

#### NEGOTIATING A FAIR FEE:

The temptation or pressure to accept the first offer that is presented to you is often strong and one which you may feel you have neither the control nor the bargaining power to improve upon. However, by using these guidelines you can understand the value of your work in different contexts.

You may be offered fees that don't meet the minimum rates within this document, and which therefore require you to negotiate higher fees. Whilst the fees listed in this document give an idea of what is fair and appropriate, and are based on information given to us by experienced musicians working regularly in the sector, there are other factors that you should consider when setting and negotiating your fees:

- The audience capacity of the venue.
- Ticket price and amount of tickets being sold.
- Number of gigs.
- What your Day Rate encompasses.
- Media fees.
- Rehearsals required in preparation for gig/s, and level of payment.
- Travel and accommodation arrangements.
- Visa and tax arrangements.

When deciding your own rate, consider whether it feels fair in the context of the overall production costs and likely profit. Some high profile Featured Artists perform in large scale venues/arenas selling tickets in excess of £100 and with VIP packages priced at over £250, so the guideline fee in the Tier 1 large capacity venues (£400) is

reasonable. In the case of an Emerging Artist promoting their first album in small-medium venues, you may expect to be paid the lower end of the scale i.e. a Tier 5 venue (£200).

There are a lot of variables to consider, but setting a fair fee will ensure that you don't find yourself working long days with multiple sessions for inadequate remuneration. Negotiating a fair fee not only benefits your own career, but helps to improve the industry for fellow and future musicians.

The MU values the work of session musicians accompanying Featured Artists performing in venues in the following ways:

#### 1. LIVE PERFORMANCE VALUE:

**1.1 Performance Day Rates** - these should be the minimum amount you can expect to earn, and cover a range of performance services such as arrival at the venue, sound check or rehearsal and a 2-hour live performance. This rate should cover a maximum time of 6 hours, although there may be some flexibility depending on the artist, your relationship with the artist/manager and the circumstances, including sound-check times, particularly where there are multiple artists on a billing (e.g. festivals) when soundchecks may be hours in advance of a performance.

**1.2** The MU advises that any rates agreed should be reviewed on a 6-monthly basis to allow for eventualities, such as increase in popularity, increase in bookings, further tours and shows at larger venues.

#### VENUE CAPACITIES:

In some cases you may be asked to perform alongside a new artist performing at venues with capacities of anywhere between 300 and 1000. In other cases a more established artist with 1 album release may be mounting a mid-scale tour in venues up to 10,000 capacity, or a major artist with an extensive back catalogue and a high profile image/household name. In this last case ticket prices will be at the very top end and you can be performing with an artist headlining at a major festival or in arenas and stadiums, where capacities will in almost all cases exceed 20,000.

Additionally, you may be performing with an artist that is receiving 'tour support'\* from a record label. In this case the label may have a designated Day Rate payable to musicians which may fall short of the rates below, particularly in relation to larger venues. In this scenario it may be possible to negotiate with the artist's representative or label with a view to them topping up the fee in order to achieve the recommended rates.

\*Tour support is a kind of financial support offered by record labels to emerging artists that enables them to undertake live performances to assist in the breaking of their act.

**Tier 5 venues with capacities of 300 +: Day Rate of £200.00 +**

**Tier 4 venues with capacities of 1000 +: Day Rate of £250.00 +**

**Tier 3 venues with capacities of 2000 +: Day Rate of £300.00 +**

**Tier 2 venues with capacities of 5000 +: Day Rate of £350.00 +**

**Tier 1 Arenas, Stadiums, Large Festivals where the Artist is the headline act:  
Day Rate of £400.00 +**

## 2. RETAINERS AND REHEARSALS:

The days of musicians being paid retainers (when not required to be at work but to remain available) are dwindling. However, if you are booked exclusively for a period of time where there are no engagements it's reasonable to ask for the appropriate Day Rate.

**2.1 Rehearsal days (Rehearsal values when not engaged for public performance):** It's often rehearsal periods that are the most grueling with long days scheduled. Where session musicians are required to be 'on call' for a day of rehearsals, the Performance Day Rate should apply. If you are required to partake in any broadcast, filming, recording or streaming activity, additional media fees should be paid.

**2.1 Public performances:** Where a public performance takes place following a Rehearsal Day an additional Performance Day Rate should be negotiated.

## 3. CONTRACTS:

Ask for a contract in advance of accepting engagements, and send your contract to The MU to be checked in order that you can receive advice before you sign it. If you are going overseas there are some crucial things that should be within the contract which include, but are not limited to: travel; accommodation; repatriation; health insurance; equipment insurance; itineraries.

## 4. RECORDING AND BROADCASTING RATES:

If you're on a Day Rate or retainer deal with an artist, their label or management, make sure you and they are clear upfront on what's covered and what's not. Get this agreement in writing to protect yourself in the event of a possible dispute at a later date. The same goes for live events where you're being paid a one-off gig fee. Recording and broadcasting fees under MU agreements should always be payable on top of your gig fee or Day Rate. Even if you are offered a very generous fee, seek advice from the MU before you sign any deal that waives recording and broadcasting

fees as you could miss out on money rightfully due to you. It may be that a third party is paying a recording or broadcasting fee to the artist / label / management but you won't necessarily get your share if you've signed a waiver.

If you're performing live with a signed artist or band as a freelancer, it is also possible that the third party making the recording may assume you are also signed. Session musicians are easily mistaken for band members. This can mean you miss out on fees even if you haven't signed a waiver. To compound this problem, a label or publicist may decide it is most beneficial, in marketing terms, to portray a particular act as a self-contained band when the reality is that only one or two are actually the signed band members. This is not a problem as long as the label supplies names of any non-contracted players to those companies wishing to record or broadcast a live performance. Equally, those making the recording have a responsibility to find out who's performing and whether there are any additional fees due to them under our collective bargaining agreements. MU members can play their part by reminding those booking them of their responsibilities in this regard and letting the MU know as soon as possible when problems arise.

## 4.1 TV OR RADIO RELAYS:

The relay rate for broadcast of a concert or festival varies according to who is making the recording and broadcasting it:

If the BBC is recording you and broadcasting the event, you should be paid under the BBC / MU agreement (see Broadcasts of non-BBC events section):

<https://www.musiciansunion.org.uk/BBC-MU-Agreement>

If ITV are recording you, it should be the ITV / MU Agreement that applies:

<https://www.musiciansunion.org.uk/Home/Advice/Recording-Broadcasting/Session-Musicians/TV-and-Film-Agreements/AGre/ITV-MU-Agreement>

If it's an independent TV production company it should be the PACT / MU Agreement:

<https://www.musiciansunion.org.uk/Home/Advice/Recording-Broadcasting/Session-Musicians/TV-and-Film-Agreements/AGre/PACT-MU-Agreement-v1>

Radio budgets tend to be lower than TV and those playing a radio session in a studio may find the rate offered is not their usual going rate. In these cases, the label or management may be persuaded to negotiate a top-up fee to make the musician's attendance worthwhile (assuming a Day Rate is not being paid for your time already). In the case of radio relays of live events, this tends to be less of an issue as the player is already receiving a fee for the gig. However, you should still get a relay fee from the broadcaster and whatever the situation you should be issued with the relevant paperwork.

#### 4.2 TV APPEARANCES:

Many artists appearing on TV to promote a tour or their latest release will book instrumentalists to perform with them as it looks and sounds better than a recorded backing track. TV companies and broadcasters may cap the number of players they are willing to pay to back an artist, handing over responsibility for booking and paying any players above that cap to either the management or label. As TV companies do not always highlight MU minimum rates to these parties, mistakes can occur and the result may be that the session players are not paid the MU's agreed rate for the appearance. If in doubt, contact the MU.

#### 4.3 TV BACKING TRACKS:

If an artist is performing on TV to a recorded backing track and you performed on the commercial audio track they're using, you could be due an additional payment via the MU. Always notify the MU when this happens.

#### 4.4 COMMERCIAL AUDIO OR AUDIO-VISUAL RELEASE:

If the artist or band wishes to release a live recording of an event you performed at, then as a non-contracted musician you will be due an additional fee and again an appropriate session form should be signed. Usually the relevant MU session fee is payable, for example under our agreement with the British Phonographic Industry (BPI) for an audio only release or the Producers' Alliance for Cinema and Television (PACT) for audio-visual. The BPI rate for an audio only release is £130 per 20 minutes of music (at the time of writing but always check the MU website for current rates).

#### 4.5 RECORDINGS FOR ARCHIVE OR PROMOTIONAL PURPOSES:

The MU also has a rate for these types of recordings so don't accept that if the recording is for promo purposes that this automatically means there's no fee payable to you.

#### 5. WITHHOLDING TAX:

In some countries it is necessary to have a percentage of your fee deducted. This is unavoidable, however you should know in advance how much this will amount to. This should be arranged for you by the employer, and a certificate of tax paid given to you so you can reclaim through your tax return. For further advice speak to your accountant. MU members can also seek advice through: [www.hwfisher.co.uk](http://www.hwfisher.co.uk)  
<https://www.musiciansunion.org.uk/Files/Guides/Playing-Live/Overseas-Taxation-Guide-v-1-1-July-2018>

#### 6. SUBSISTENCE RATES:

There is no reason why you should be out of pocket if the gig or tour does not provide for you in terms of accommodation, meals and travel expenses. If you are on

the tour bus and all meals and hotels are provided then there is no reason for you to claim any subsistence fees.

#### 6.1 TRAVEL:

There are two elements to the issue of travel. One is the **Time** spent traveling and the other is the **Cost**. If you are not being paid a Day Rate, which covers your captive time then it's reasonable to charge for your travel time.

##### 6.1.1 TIME:

In respect of time spent travelling and where an engagement is over 15 miles from your home address, it is reasonable to charge either by the mile rate or by the hour. Refer to the HMRC website for suggested amounts, and note that these rates will be subject to change from time to time.

##### 6.1.2 COSTS:

The HMRC have a mileage rate of 45p for Cars and Vans before any tax is due up to 10,000 miles. After 10,000 miles this drops to 25p per mile. If you use a motorcycle the rates are 24p irrespective of distance. These rates are subject to change; check the HMRC website.

##### 6.1.3 TOUR BUS:

If you are being transported on a tour bus, most will be well fitted out and cater for the need to rest and to be able to feed yourself, as well as on board toilet and washing facilities.

##### 6.1.4 RAIL TRAVEL:

This should be booked and paid for by your engager. If not, you should be reimbursed the full amount of the ticket purchase.

##### 6.1.5 AIR TRAVEL:

This should be booked and paid for by your engager.

#### 7. OVERNIGHT STAYS:

If you are required to stay overnight prior to embarking for the next venue of a tour, the engager should book and pay for suitable accommodation i.e., single occupancy in a three star or equivalent grade hotel plus breakfast, and this should be within a reasonable distance of the engagement. For out of town gigs the engager should provide taxis to the hotel.

#### 8. OVERSEAS SUBSISTENCE:

If your accommodation and meals are not fully provided by your engager then you

can reasonably expect a per diem which covers out of pocket expenses. In all cases the MU would expect accommodation and breakfast to be provided by the engager with a per diem rate in addition to be paid to the musician. This should form the minimum requirements.

#### **8.1 PER DIEMS (PDs):**

PDs should be paid in accordance with the HMRC overseas rates, available on their website. Where accommodation and breakfast are provided it is customary to charge the 10-hour rate.

### **9. HEALTH AND SAFETY (H & S):**

The engager shall use their best endeavours to safeguard the health, safety and welfare of musicians engaged on major tours and large-scale events with Featured Artists. Musicians engaged should take all reasonable care to ensure they do not endanger themselves or anyone else who may be affected by any activity undertaken in the performance of their engagement and will cooperate with the engager in meeting H & S requirements.

#### **9.1 BRIEFING:**

When arriving at venues the engager should ensure you are fully briefed on the layout and evacuation procedures of the venue. The H & S briefing should take place with you in attendance as the first priority. The engager should also make you aware of the qualified first-aider/s. You should also have the right to view any risk assessment that is relevant to your area of work. The Tour Manager will hold risk assessments. The qualified first-aider and the Tour Manager should be deemed as the 'competent person'.

#### **9.2 TERRORIST ACTIVITY:**

For advice see:

<https://www.musiciansunion.org.uk/Guidance-for-Musicians-Terrorist-Attack>

#### **9.3 ACCIDENTS AT WORK:**

The musician must report to the competent person any accident that takes place and this should be logged. If you feel that at any time your working environment is unsafe, it is acceptable to ask questions and ensure you are satisfied that the performance and backstage areas where you are required are safe environments.

#### **9.4 HEARING AND NOISE:**

Noise should be risk-assessed and you would be advised to undergo a hearing assessment prior to embarking on any tour or series of engagements. Hearing assessments can be arranged by contacting the following:

[www.musicianshearingservices.co.uk](http://www.musicianshearingservices.co.uk)  
[www.soundadvice.info](http://www.soundadvice.info)

#### **9.5 HEALTH INSURANCE:**

The MU runs a personal accident insurance scheme which is free to MU members and covers you for personal injury whilst at work.

<https://www.musiciansunion.org.uk/Accident-Cover>

If you are required to purchase your own health insurance as an MU member [www.Hencilla.co.uk](http://www.Hencilla.co.uk) can provide advice.

#### **9.6 WORKING AT HEIGHT:**

There are strict regulations in place for working at height and again a risk assessment should have been done. If you are required to work at height ensure this is done within the Health and Safety regulations of the relevant country you are visiting. Some countries have stricter regimes than others. If in doubt, talk to your Tour Manager. Remember during load-ins, fit-ups, break-downs and get outs, it is advisable to remain away from the performance area until called.

#### **10. YOUR EQUIPMENT:**

If you are required to provide your own electrical equipment make sure you have it PAT tested. It's the responsibility of the venue for the power that your equipment feeds off, and the responsibility of the engager to ensure the equipment being transported to mount the show is safe. Electrical output alters depending on the country you are in- all you have to do is make sure your own personal equipment is safe.

#### **10.1 EQUIPMENT INSURANCE:**

As an MU member you are entitled to register for £2000 of free equipment insurance. If the engager is transporting your instrument/s they should ensure all necessary insurances are in place.

#### **10.2 PUBLIC LIABILITY INSURANCE (PLI):**

As an MU member you receive automatic PLI up to £10 million.

## **ADVISORY CONTACTS**

### **MUSICIANS' UNION**

theMU.org  
live@theMU.org

### **FEATURED ARTISTS COALITION**

thefac.org  
info@thefac.org

### **HELP MUSICIANS UK**

helpmusicians.org.uk  
info@helpmusicians.org.uk

### **HELP MUSICIANS NI**

niinfo@helpmusicians.org.uk

### **MUSICIANS HEARING SERVICES**

musicianshearingservices.co.uk  
020 7486 1053

### **MUSIC SUPPORT**

musicsupport.org  
0800 030 6789  
info@musicsupport.org

### **BRITISH ASSOCIATION OF PERFORMING ARTS MEDICINE**

bapam.org.uk  
020 7404 8444