**Contract for Services**

**An Agreement for the Services to be Provided by a Director of Music**

**An Agreement** between

1. The Parochial Church Council of XX Parish (“The Council”)
2. The Revd AAAA BBBB (Vicar etc of parish name)
3. AAA BBBB (“the Director of Music” or “you”) of [insert address]

**Services**

The Rector/Vicar/PinC (or Churchwardens in a vacancy) with the agreement of the

Council hereby contracts AAA BBB to provide services as the Director of Music in the church of St XYZ with effect from date.

In consideration of the fees specified in clause 4, the Director of Music shall perform the duties specified in Clause 2 and Schedules A, B & C attached to this Agreement.

**Duties**

(a) The Director of Music shall be responsible to the Rector/Vicar/PinC (or

Churchwardens in a vacancy) with regard to all music in the Church.

(b) The Director of Music shall direct the music and perform his/her other duties at all the ordinary services and rehearsals listed in Schedule A attached to this Agreement.

(c) The Director of Music shall direct the music and perform his/her other duties on the Holy Days of the Church listed in Schedule B attached to this Agreement.

(d) The Director of Music shall work in collaboration with the Rector/Vicar/PinC (or Churchwardens in a vacancy) in the occasional duties outlined in Schedule C.

(e) Where the Director of Music is unavailable to perform his/her duties, the provisions at Schedule E apply.

(f) The Director of Music (in collaboration with the Organist) shall oversee the supervision of the care and maintenance of the church’s organ.

**Fees**

(a) The Director of Music’s fees shall be calculated in accordance with Schedule D

attached.

(b) The fees in Schedule D shall be reviewed annually on the anniversary of this

Agreement.

(c) The provision of these services is exempt from VAT under HMRC memo VBNB44500.

**Method of Payment**

The Organist will submit an itemised invoice for services rendered at the end of each

calendar month. These invoices will be paid within three weeks of the end of the month.

**National Insurance, Income Tax etc**

You agree that you will not be entitled to any pension, bonus or other fringe benefits from the organisation, and that you will be responsible to account to the HMRC or other governmental or statutory authority or department for all contributions, tax, levies, or governmental imposts as may, from time to time, be properly payable by you.

You will indemnify the organisation against any employee’s national insurance contributions,

taxes, levies or liabilities as shall be due or assessed from time to time to be due in relation

to the services provided by you and the fees and expenses paid to you.

**Use of the Organ**

The Director of Music may use the organ for private lessons or practice following consultation with the Rector/Vicar/PinC (or Churchwardens in a vacancy).

**Exclusivity**

The Director of Music is given first refusal to play at all services and events at the church whenever music is requested [if the Director of Music is unavailable, the terms at Schedule E apply].

**Director of Music’s Property**

(a) The Director of Music shall be responsible for providing his own organ music.

(b) The organisation shall not be responsible for the insurance or safe keeping of music

or other equipment belonging to the Director of Music whilst on church premises.

**Contractual Relationship**

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

**Review**

A Review of this Agreement will take place at 12 monthly intervals between the Director of Music and the Rector/Vicar/PinC (or Churchwardens in a vacancy).

**Termination**

(a) This Agreement can be terminated either by the Rector/Vicar/PinC (or

Churchwardens in a vacancy) with the Agreement of the PCC (or alternatively 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 Rector/Vicar/PinC (or Churchwardens in a vacancy) and to the Secretary of the PCC.

(b) In the event of gross misconduct by the Director of Music, the Rector/Vicar/PinC (or Churchwardens in a vacancy), with the agreement of the PCC (unless the Archdeacon considers that the circumstances are such that the requirement as to the agreement of the PCC should be dispensed with), may terminate this Agreement after giving the Director of Music a reasonable period in which to make representations at a formally convened meeting.

(c) In the event of breach of contract by the Director of Music, the Rector/Vicar/PinC (or Churchwardens in a vacancy), with the agreement of the PCC (unless the Archdeacon considers that the circumstances are such that the requirement as to the agreement of the PCC 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 PCC or the Rector/Vicar/PinC (or Churchwardens in a vacancy), 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.

**Limits of authority, intellectual property, rights and copyright**

You will have no authority to commit or purport to commit the organisation to any financial or other obligation to any body for any purposes whatsoever.

You will have no authority to use any intellectual property rights of the organisation nor to claim any connection with the organisation other than that of consultant provider of services to the organisation.

You acknowledge that the organisation will own all copyrights and other rights in and to all documents and other materials (including research materials) created by you in providing the services hereunder and you hereby assign to the organisation (including by way of present assignment of future copyright) all copyright and other rights in any such documents and materials. The prior written consent of the organisation will be needed for any use or reproduction of any such documents or other materials in any way (whether in whole or in part) except insofar as the same are used or reproduced expressly for or on behalf of the organisation hereunder.

On request and in any case at the termination of this Agreement you must deliver to the organisation all documents, organisation computer hardware and software and all other organisation property in your possession or under your control which relates to this Agreement. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, reports, minutes, plans, records, documentation or any other medium for storing information. Your obligations under this clause include the return of all copies, drafts, reproductions, notes, extracts, or summaries (however stored or made) of all documents and software.

**Confidentiality**

You will not (except with the prior written consent of the organisation or as required by law) use or disclose directly or indirectly any confidential information or trade secrets, which may have come to your knowledge during the course of this Agreement. Confidential information and trade secrets includes but is not limited to personal and/or business information concerning the organisation’s employees, assets or the business of the organisation including but not limited to management accounts, financial and management reports, information relating to the financial affairs of the organisation, contacts, lists of suppliers and customers and details of contracts with them.

**Insurance & Safeguarding**

You undertake to obtain adequate insurance in respect of public liability and professional indemnity.

To undertake this role, you must complete and maintain refresher training as appropriate of Basic, Foundation [and Leadership] safeguarding training in accordance with Church of England Policy at the time. [You will need to hold an Enhanced DBS check which is clear or if blemished, to the satisfaction of the Diocesan Safeguarding Officer].

**Data Protection**

For the purposes of General Data Protection Regulations (GDPR), you hereby give your consent to the holding, processing and accessing of personal data provided by you to the organisation for all purposes relating to the performance of this Agreement.

You agree that you will ensure that you and any of your employees, agents and subcontractors comply with the GDPR any codes of practice issued under those regulations in relation to the holding, processing or accessing by you or them in the course of performing the services of personal data relating to officers, employees, contractors, suppliers and clients of the organisation. You warrant that you are fully aware of your obligations and have in place proper procedures to ensure that all such data is processed and stored in accordance with the GDPR.

**General**

This Agreement sets out the entire agreement between the parties in relation to the matters set out herein.

This Agreement is at all times subject to the provisions of Canon B20 of the Canons of

the Church of England.

This Agreement will be governed by and interpreted in accordance with the law of England and Wales.

The parties to this Agreement submit to the exclusive jurisdiction of the English courts in relation to any claim, dispute or matter arising out of or relating to this Agreement.

The parties do not intend that this Agreement should confer any right or benefit on any third party.

**Variation**

This Agreement may be varied only by agreement by the parties in writing.

SIGNED:……………………….. NAME: …………………………….. DATE……………..

(the Rector/Vicar/PinC (or Churchwardens in a vacancy) and Chair of the PCC)

SIGNED:……………………….. NAME: ……………………………….. DATE……………..

(Director of Music)

**Contract for the Services of an Organist**

**Schedule A**

Weekly Services and Rehearsals at which the Director of Music shall direct the

choir pursuant to Clause 2(b) of this Agreement:

* .
* .

**Schedule B**

Services on Holy Days of the Church at which the Director of Music shall direct the

choir pursuant to Clause 2(c) of this Agreement:

eg Christmas Eve, Christmas Day, Ash Wednesday, Maundy Thursday, Good Friday, Holy Saturday,

Ascension Day, All Souls Day. (8 in total).

**Schedule C**

Occasional Duties: Wedding/Funeral etc

**Schedule D**

Fees payable to the Organist:

Examples

Schedule A Services £60 per session

Schedule A Rehearsals £40 per session

Schedule B Services £60 per session

Schedule C £50 per session

**Schedule E**

When there is a service or rehearsal which the Director of Music cannot attend, the Director of Music may arrange for a substitute and pays the substitute for his/her duty, invoicing the organisation for the service or rehearsal under the fees agreed under Schedule A, B, C or D. The details of any substitute should be supplied to the Rector/Vicar/PinC (or Churchwardens in a vacancy) in advance and their suitability verified – the Rector/Vicar/PinC (or Churchwardens in a vacancy) have the right to not accept a substitute should they be deemed not suitable.