

Confidential

Agreement between:

All Saints' Writtle PCC, Church Lane, Writtle CM1 3EN [the 'Church']

and [Name] of [Address] [The 'DoM']

Services Provided

Organist and Director of Music, All Saints' Church Writtle – details of service provision (Job Description) attached [the 'Services'].

Term of Agreement

The Agreement will remain in force until terminated as provided below:

1. If either party wishes to terminate this Agreement, that party will provide 30 days' written notice.
2. This Agreement may be terminated at any time by mutual agreement of the parties, or immediate dismissal for Gross Misconduct.

Payment

1. The remuneration for the post is £7,000/annum, payable monthly upon receipt of Invoice.
2. The DoM will invoice the Church for the sessions provided each calendar month, in line with RSCM recommended Small Town rates [the Payment]. The fees include a performance fee in respect of recorded or live streamed services.
3. The DoM will be responsible for their own payment to HMRC for any income tax liabilities and National Insurance or similar contributions relating to the Payment and will indemnify the Church against such liabilities in relation to the payments made. The DoM is also responsible for their own pension arrangements.
4. Payment to be made within 14 days of receipt of Invoice by the Church Treasurer.
5. The DoM will only be reimbursed for any expenses incurred in the provision of the services.
6. A review of rates and service provision will be made annually.
7. An Annual Review will take place between the Priest-in-Charge and the DoM.
8. Under the Performing Rights Act, permission must be sought from and given by the DoM before any recording involving their conducting or playing is made.
 - a. Recorded weddings fees: £240.
 - b. Recorded funeral fees: £200.
9. For any other services not included in the agreed list on the Job Description, an extra payment of £70 will be paid.
10. The DoM will get first refusal on any extra services not already specified.

Ownership of Intellectual Property

Title, copyright, intellectual property rights and distribution rights of all intellectual property and related material that is developed and produced under this Agreement remains with the DoM. The Church is granted a non-exclusive limited-use licence of this intellectual property.

Return of Property

On the expiry or termination of this Agreement, the DoM shall return any property, documentation or confidential information that is the property of the Church.

Capacity

In providing the Services under this Agreement it is expressly agreed that the DoM is acting as an independent contractor and not as an employee and is exclusively a contract for service.

Substitution, holiday, and illness

Where unable to attend in person, the DoM will arrange for a competent substitute. The substitute will be reimbursed directly by the Church.

Safeguarding

This post is subject to the Church of England's safeguarding policy. The post-holder is required to have completed level 3 Safeguarding training with Chelmsford diocese and have enhanced disclosure from the Disclosure and Barring Agency.

General

The DoM, Priest-in-Charge and PCC will adhere to the parameters of Canon Law B1, B20 and B35.

Signed:

Tony Cant, Priest-in-Charge, All Saints Writtle (on behalf of the PCC)

Date:

Signed:

[Name]

Date:

At October 2023 for All Saints Writtle fees are as follows, with fees doubled if recordings are made:

- Weddings £120
- Funerals £100

October 2023