

Guidelines for Practice in BBC Music Hire

(This document forms an appendix to the Contract entered into between the BBC and the MPA, 1 September 1978. Where these Guidelines contradict the Contract, the Guidelines will apply)

Ordering

1. The minimum period of notice to be given by the BBC to Publishers for ordering should be 30 days (wherever possible) before material is required. If less notice is given, Publishers will endeavour to supply but do not guarantee to do so.
2. Orders will be placed by the BBC on their order form (posted, faxed, or sent electronically) stating the following particulars (as available at the time of ordering, or as soon as possible thereafter):
 - Orchestra, conductor, soloist(s)
 - Composer, title, edition
 - Delivery/invoice addresses (if not BBC Music Hire), plus other non-transmission information (e.g., commercial recording, or multi-purpose recording shared with a commercial third party)
 - Delivery date required
 - Usage information: performance/recording, and date, venue
 - For perusal items: producer's name, and length of proposed loan, not normally in excess of 3 months from issue. (There are occasions when extensive periods of loan are justified – eg. planning Proms over a year in advance.)
3. Publishers will only deliver material through the centralised ordering system at the BBC. The BBC Music Hire Department cannot be held responsible for materials ordered directly by any other BBC Department, or for payment for its use. The BBC Music Hire Department will not automatically underwrite (i.e. pay for or replace) materials not ordered by them supplied direct to the Regions.

Supply

1. Normal dispatch costs to be borne by BBC, and to be separately invoiced by the Publisher.
2. Materials ordered by a third party for use in a BBC production must be confirmed by a BBC hire order before supply (BBC to be responsible for carriage costs). In such cases, Publisher should advise the third party to contact BBC Music Hire with their order.
3. Emergency dispatch costs to be borne by the BBC (if due to late ordering) (including separate dispatch of scores to conductors, etc).
4. Importation costs of materials not stocked in the UK to be borne by the BBC.
5. Whenever possible, the BBC will be entitled to a six-week rehearsal period prior to the first broadcast/performance use. Both BBC and Publishers will be entitled to enter into longer or shorter periods of hire.
6. Publishers to supply by the due date if correct notice given, and no prior warning of delay has been given by the Publisher.
7. Publishers to advise BBC as early as possible when there are problems (foreseen or actual) with supply.
8. It is the Publishers' responsibility to ensure safe packaging and delivery method.

Returns

1. BBC to be obliged to return materials within 35 days of final performance (whether or not the material is whole and complete). At the special request of a Publisher the BBC will endeavour to return materials before this date. (See separate note below on scores retained for editing.)
2. If materials (except those on *indefinite loan*) are not returned within 35 days, due to an orchestra's schedule, the Publisher must be advised. Longer retention can incur additional hire fees.
3. Materials to be returned securely and clearly identified, and in the same condition as dispatched. Marks made in materials other than performance markings (e.g., cuts) should not deface the music and should be removed before materials are returned to Publishers.
4. It is the BBC's ultimate responsibility to return materials supplied direct to a BBC orchestra on instructions from BBC Music Hire, or supplied to BBC Music Hire and then issued to a third party. Materials supplied direct to a third party cannot be held to be the BBC's responsibility.
5. BBC to pay for lost/damaged material (grace period of 35 days after nominal return dates).

Type/Condition of Material

1. It is the Publishers' responsibility to supply complete material as per the current MPA/ABO recommendations.
2. All copies of all material (full and study scores, parts, vocal scores) to be marked 'Hire Material' on the front cover (or first page if no cover).
3. The BBC and an individual Publisher should negotiate for a reduction of hire fees if there is an incidence of extremely poor material supplied that would result in extra repair/copying costs for the BBC.

Constitution of Material

1. A standard orchestral set shall be defined as: 3Ø (or 1Ø and 2 study Ø, or 2Ø and 1 study Ø), up to strings 9.8.7.6.5. (or as specified by composer), 1 set of all other parts as scored (including ancillary non-sheet music items which are advertised as being included in the hire material). Solo parts should also be included if not readily available for sale and specified on the BBC order.
2. There is a separate score copying licence agreement between the BBC and the MPA which covers the reproduction by the BBC of scores in excess of the above.
3. Where materials have been supplied which are substantially in excess of the above (including supplied to third parties, such as the National Youth Orchestra) and where the BBC is responsible for payment of Public Concert Fees, the Publisher reserves the right to charge a fee in excess of the BBC/MPA tariff. The recording fee however remains unaffected.
4. For hire of pre-recorded materials for performance/broadcast (e.g., tapes, discs etc) the item should be treated as one additional part (except in cases where pre-recorded material comprises the entire hire material, where a full hire fee would be payable). Fees for the hire of tapes of non-notated music shall be subject to negotiation, although normally the BBC will expect to pay for the hire of tapes the same rate as would be payable for the hire of the graphic material of such music if notated. There may, however, be specific factors which would justify either higher or lower rates in particular cases. Hire of special *instruments* is subject to separate negotiation.

Copying Materials

1. The BBC will undertake to abide by the *MPA Code of Fair Practice for Copying Music*. Scores for TV use only (up to a maximum of 10) can be copied without individual permission. (These scores must be destroyed after use, being so heavily marked they are of no use for the future.)
2. The transfer of materials to third parties will not be undertaken without Publishers' prior permission.

Use of the Corporation's Own Material

1. Further to Article 17, it is agreed that when a publisher purchases a set of masters of a work which is now their copyright but material of which was prepared by the BBC, the BBC has the right to retain one set of materials for their own use.
2. Where the BBC is required or requested to supply copyright materials which it legitimately owns to a third party (i.e., for non-BBC usage), the permission of the current copyright owner or their agent must be given in writing before such supply is made. In the event of such supply taking place the BBC would expect to charge their customer a handling fee over and above any payment made to the copyright owner or agent.

Indefinite Loans (previously known as Permanent Loans)

1. Publishers may, on request, deposit on Indefinite Loan up to two sets of a given work with the BBC. The depositing of more than two sets is open to negotiation. Usage of this material is limited to the BBC; any third party usage must be agreed with the Publisher in advance. Existing IL sets should be used in preference to placing orders for further sets, although Publishers will (at their discretion) recognise the value of conductors' reserved markings in particular IL sets, and may agree to the supply of further sets for another house orchestra.
2. Prior notice of IL usage must be given to the Publisher, as if it were an order to be supplied.
3. Publishers reserve the right to recall IL sets.
4. IL sets remain the property of the Publisher.

Cancellation Fees

Cancellation fees will apply as follows:

- Cancelled before dispatch of material by publisher, or a cancelled IL usage – no fee.
- Cancelled after dispatch of material, before proposed usage – 25% of studio recording rate.
- Publisher advised only after proposed usage date – 100% of studio recording rate.

Encores

Use of material for encores must be notified by the BBC, but this may be done retrospectively. If material is specially ordered and supplied for encore use, but not used, then a cancellation fee of 25% of studio recording rate applies, subject to minimum.

Payment of Fees

1. Hire fees to be calculated at actual or broadcast duration, or at Publishers' catalogue duration in case of dispute. There should be a minimum fee based on a timing of 5 minutes.
2. The BBC will endeavour to give notice of payment on the statement within thirty days of broadcast or non-broadcast concert usage following the end of the month in which such usage took place. Payment will become due not more than fifteen days thereafter. The BBC will endeavour thus to make payment on the understanding that it is not always possible for Production Departments to edit the programmes and so give accurate timings within this period.
3. If for any reason payment for hire fees has not been received by the accounting month that falls 9 months after the date(s) of performance and/or recording usage originally specified, on the grounds of no payment Publishers may consult with the BBC and claim payment for hire fees at Publishers' catalogue duration.

Retention of Scores for Editing

One Full Score may be retained for editing for up to 6 months after the date of the final performance/recording. Failure to return after 6 months makes BBC liable for cost of replacement unless a further period of loan has been negotiated. BBC would then regard the 'purchased' score as their own property, on the understanding that it will not then be used in a way to avoid payment of hire fees to the Publisher.

Perusal Scores

If BBC fails to return scores after declared loan period as per original hire order, publishers reserve the right to charge full replacement costs, as above. This excludes unsolicited promotional scores sent to the BBC by Publishers.

Refusal to Supply

The Publishers undertake not to refuse to supply materials on hire save in exceptional cases and for good reason which they are duly required to explain to the BBC immediately on receipt of the order for such material. Possible reasons include, but are not limited to: reserved first performance; withdrawn works; incomplete or unfinished works; acts of God; illegal editions, or other copyright reasons.

General Points

1. For works longer than 120 minutes the Public Concert Hire Fee is open to negotiation. (Other fees continue to be based on actual duration, with minimum of 5 minutes).

Updated May 2006