

# PCAM HELPDESK Q&As

## VOLUME 5 – MAY 2025

Every year, dozens of requests for help and advice are made to the PCAM Helpdesk ([info@pcam.co.uk](mailto:info@pcam.co.uk)), where they are received and answered by long-time PCAM Committee member Tony Satchell.

Below is an edited selection of queries that came to the Helpdesk during 2024 and the first couple of months of 2025, roughly arranged by topic. It's worth glancing through the Q&As below in case you have had similar problems.

You can also find Helpdesk Q&As Volumes 1, 2, 3, and 4, from 2020, 2021, 2022, and 2023, on this website.

### Topics covered in order:

**Sponsorship Idents**

**Quotes and Usages** See the PCAM website, and remember also to check-out the useful documents under the "Guidance" tab.

**Indemnity Insurance**

**Video Games**

**Legal Advice**

**Licencing and Uplifts**

**Singers' Fees**

**Library Music**

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### Sponsorship Idents

**Q:** Are you able to please advise at what rate UK TV sponsorship idents should be typically charged at please?

- **Media:** TV Sponsorship Idents UKTV + Discovery channels only (VOD included)
- **Number of Edits:** x2 20" Idents

Many thanks!

**A:** I budget and charge TV or Sponsorship identents exactly the same as for any other TV commercial.

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## Quotes and Usages

**Q:** I have a question I was wondering whether you could help me with as I'm not sure this question would be answered in the membership portal.

One of my tracks has been re-licensed for a Bank of Scotland advert in Scotland. They have written to me saying the ad may be run in a commercial break for a Scottish football game on Viably via Sky.

Although my music is only licensed in Scotland, this game could be accessible nationally, though they say that "media expect the vast majority of viewing to be within Scotland, based on similar matches".

My question is, should I charge them for national access, and if so how much?

**A:** The answer is definitely Yes. You could see this in one of two ways – either charge them the going one-year internet rate at 600% of your Composition Fee OR charge them the rate for a one-off large venue usage at 100% of your Composition Fee. It is entirely up to you which way you go.

**Q:** Thanks!

I sadly didn't end up charging them as they needed an answer this morning and told me all other parties (actress and VO) were happy to include this play in their agreed license fee.

**A:** I'm very sorry about that.

Just because others were "happy to include this play in their agreed license fee" doesn't mean you have to go along with it. No doubt everyone was told that – a rather old con!

If you want to make a living composing commercials you can't give away your copyrights for free and I'd take a bet that they probably under-paid you in the first place.

It's definitely extremely hard out there, and although it's not easy you do need to be tough in this business if you want to succeed.

I wish you the best of luck with your future!

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**Q:** I have been recommended by a couple of composers to get in touch about advice on pricing a potential job that I might have coming up.

I'm still waiting on all the details, but it's looking likely that it will be a UK 30-second advert, with cut downs of 20, 15, 10, 5 adds, using it on a 30 second Xmas advert along with idents, and with online usage as well, and maybe radio. Any ideas on how I should price this? Any help would be much appreciated!

**A:** You should start by reading through the article in Guidance/Advertising /How to Budget on the PCAM website.

An average UK TV & Internet commercial comes in between £15-25K.

Then if you have any questions -- email me.

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**Q:** I'm contacting you in regard to a contract that the Agency and I signed.

I used the basic PCAM Contract, and was under the assumption it was for two adverts. They have now just aired the third one and have used my music.

I'm wondering if the contract includes extra uses for other commercials within the timeframe. I'm sure it doesn't, but I want to double-check so when I email them I can confirm that they need to pay extra for this usage. Any help would be much appreciated!

**A:** As far as I can see you included:

- 1x 30", 1x 20", idents (2x15", 2x10", 2x5")
- Cutdowns, online and social – various

So I suppose it would depend what that meant! Was it a cutdown or is it a new commercial?

I would always charge extra, but again it depends on what your original verbal or contractual agreement with the agency was and only you would know that.

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**Q:** I wonder if you can help.

I have a query about what a music composer / sound designer might need to consider when quoting for a commission to create music and sound design for a gallery exhibition.

Are there any guidelines or expectations that account for things like music duration, repeat plays, public performances, territories, licence terms, and mechanicals as well as any work to do with installation, testing and working with third party contractors that may or may not affect the price of something or the fee I put forward?

I'd be very interested to get your advice on the matter.

**A:** I charge these things just like any other commercial – a Production Fee, a Composition Fee, and a Licence (Usage) Fee – although I will tailor the fees to the type and size of the event and its duration.

PCAM's recommendation to licence trade fairs/conferences/outside events etc is 25% for small events, 50% for medium events and 100% for large events for the limited time of the event (the % based on your Composition Fee).

I hope this helps.

**Q:** Many thanks for this.

The exhibition runs for 10 months and attracts two million people per year.

Would that class as a large-scale application, assuming the music and or sound was played every day that the exhibit was running?

In terms of whether it is better / possible to work out how to charge a fee for just the production of a track based on track length or duration of playback if it is looped over and over, is there some advice on this? In other words, if I'm asked to write a track that is 10 minutes long and it is looped over and over up to 6 times an hour, am I charging based on an hour of music *played* or just 10 minutes of music *written*? And would the usage fee, in either case, be better at defining how much music in total is heard / used?

**A:** I'd class that as a large exhibition.

I'd forget about the looping -- that's just part of the usage. So I'd charge whatever it costs to produce with musicians/studios etc. If it's all you in your front room, then I'd charge them a day rate for your production (we charge £1,800 per day). Then you'd charge your Composition Fee, plus 100% for the 10 months Licence Fee and then add the three costs together.

Hope it goes well!

**Q:** Perfect -- really helpful!

So a tradeshow/fair, conference, outside event would fall under the umbrella of Corporate Usage?

Also, do you have any methods as to how to work out a daily rate? Is it just based on, say, what your expected salary income for a year might be, depending on outgoings you'd need to cover, then divided by 365?

**A:** Yes, Corporate Usage.

Just as you have in mind a Composition Fee which you think reflects your talent and abilities (ours is £4,000 but other composers charge anything between £1,500-£6,000), you should also have in mind an hourly rate.

Neither have anything to do with a salary or what you hope to earn annually -- they should just reflect what you think you, your experience, and your talent are worth, balanced with what you can actually get in the current marketplace (ours is £250ph). I know lawyers who charge £750ph, plumbers who charge £60ph, IT consultants who charge £180ph, etc, etc, etc.

It's entirely up to you!

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**Q:** Do you have a 'rule of thumb' for costs of license extensions?

A client has paid to license for 24 months and wants a quote for renewal for a further one or two years after.

**A:** Yes, two years would be 100% of the original Licence Fee, and if they only wanted one year I'd quote 75% of the original Licence Fee.

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**Q:** I've recently just signed back up to PCAM as I've been getting some direct work again and need to know what to base my figures on.

I have this job that I am trying to give a quote for and it's as follows:

- Online only
- 3 months
- Germany, Belgium, Netherlands, Luxembourg

It's also going to need vocals so will need to pay a singer too.

Based on the PCAM website, this is what I've come up with:

- Demo Fee -- £500-£1500
- Composition fee -- £3000
- Usage: Germany & Benelux, 3 months -- £2250
- Additional usage charged at the same plus 10%
- Singer/Vocals -- £200 session fee
- Singer/Vocals/Usage -- 400%-800% of session fee (£800-1600)
- Mark up 25% (do I just add this overall?)

I'm still curious as to how the Direct Costs factor into this. Besides the singer, this would just be me. So say I was to take a £500 a day studio fee and a guitarist musician fee of £250 -- where would I factor this into the budget?

**A:** I try not to break down my Term (especially for overseas), so I stick to One Year. If they insist, I wouldn't give them pro rata rates (eg, I'd charge 50% of the rate for 3 months and 75% for 6 months or some such).

The 25% Admin Fee (mark-up) is just charged on the production costs. It's really for putting the session together, so some people bundle it into their production fee.

All Budgets / Quotes should be broken down into three parts (but you should only charge what you feel comfortable with reflecting your time and talent):

- **Production Fee** – Including studio, musicians, singers, v/o, sfx, any other costs, etc, plus a production fee (reflecting your time). If it's all you (even if it's on an Iphone in your lavatory!), then just charge a daily fee (we charge £1,800pd).
- **Composition Fee** – Current industry rate is between £1,500-£5,000 (ours is £4K).
- **Licence Fee** – Normally for a "Term" of one year. The PCAM site has a guide based on percentages of your Composition Fee for various "Territories" & "Media".

**Q:** Thanks for this, it's really helpful!

I originally started out doing this 10 years ago, directly with ad agencies, but as a one-man band it was too hard to keep up with chasing clients so I've ended up doing a lot of bits through music companies.

So I'm just trying to get my head around how to charge the production fees. I guess the music company charges this and as a composer you don't see a penny of it, and they just split the composition fee and usage?

I just thought of it as demo fee and usage and that's it.

So if I'm working directly with a Production Company / Agency, where does the production fee sit? Does this only get paid if you win the job? I'm just trying to get my head around all of this.

Also, what are the going rates for demos at the moment and how much do you charge for revisions?

**A:** The Demo Fee is one thing – it's just a set price as a come-on in order to get the job, a sort of loss leader if you like. The fee breakdown I gave you was purely for the Master budget. They are two different things and you certainly shouldn't think of it as a "demo fee and usage and that's it". That's not very professional, and if you want to make a business or any sort of living out of commercials you need to charge properly.

Re: Demos, you should charge what you are comfortable with. Our demo rate is £1K (I won't do one for less than £800) and revisions at £400. I would say the current market rate for demos varies between £400-£1,500 with revisions at £150-£600.

I hope you can get your head around this now.

**Q:** Great, yes, that's helpful.

I am just trying to understand where the production fee comes in in the process.

Working through these middlemen, companies' production fee is never mentioned to me -- I'm guessing they pocket that?

Does the production fee come in at the start alongside the demo fee? Or do you only get this if you win the job alongside composer fee / usage etc?

**A:** I don't quite know why you're so hung up about the Production Fee. It just covers your costs for producing a soundtrack – no doubt unscrupulous production companies would snaffle it!

At the Demo stage it wouldn't necessarily come into it, as Demos are done for a fixed fee -- but that doesn't mean there aren't any production costs involved.

The Production Fee would only be due when the Master is commissioned and paid for, but even before doing a Demo you should have agreed what the Master budget will be if your Demo is successful.

It's all part of the commissioning and quoting process -- then everyone knows exactly where they stand before the job commences and it saves disagreements at a later stage.

There are articles under “Guidance” on the PCAM website which might be helpful to you.

**Q:** Thanks! I think because I’ve not heard of it before and because I’ve been working through middlemen companies, this is rarely talked about. I’ve never seen it in a quote; they simply send me the brief with something like:

- Demo fee -- £200
- Usage -- 6k.

That’s all the information I’ll get.

Now that I’m costing up jobs myself and am trying to learn how it all works, this production fee is new information to me.

I get if it’s agreed up front / in the cost -- that makes sense -- but if you pitch and don’t win the job, then that production fee is unpaid, so you swallow those fees and you just get your demo fee for pitching?

**A:** Precisely! Go to the front of the class 😊! Demos are purely loss leaders in order to win the job.

That’s why we charge £1,000 for Demos, so that whatever happens we at least cover our time and costs – not something you can do if you only charge £200!

Even working through middlemen, you should get paid properly and not get ripped off. It’s entirely up to them what profit they add and what they declare to their clients – your quote/budget shouldn’t change. Whatever happens, the composition is your copyright and you should be guarding it with your life and not giving it away for a pittance. And you can tell your middlemen that from me!

I wish you all the best for the future.

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**Q:** Hope you’re well. A friend suggested I contact you because you’re the expert for the questions I have regarding writing some music (theme/jingle/sonic ident) for someone whose son I used to teach. There’s definitely money first up, as it’s linked to pharma and a new company she’s creating for bespoke health strategies. Who knows if it’ll work or not, but she wants something instantly recognisable “like how BBC News is”, and she also wants to “own the rights”, which obviously means being bought out, which is totally fine -- it’s just I have no clue what rates are reasonable for all this. She said that she doesn’t want mate’s rates and understands I’ll possibly need to hire external people (certainly for mixing and mastering, though I’ll try to play and record it all), and so my questions to you are:



What are the rough industry guidelines for fees for composition? Also for production, which I presume includes recording, mixing, mastering, and any performances, and also if I count as a performer as well, so is there a separate fee from composition? Finally, the buyout situation and what the going rates are? I think they're aiming to be worldwide, though not quite like how the BBC is! Someone also mentioned I'd need to buy out any other performers, though as said, I'll try to do it all -- but could you explain how that works?

Thank you in advance! It'll be a great help to know how to approach it all with some firm financial ideas as industry standard. I'd assume there's a sliding scale and obviously I don't want to either take the piss or be pissed on!

**A:** These are huge questions, which have taken over 40 years of my life! And you're already being pissed on -- to wit, she also wants to "own the rights, which obviously means being bought out, which is totally fine". No, it's not!

If you want to make a career out of commercial music, you can't afford to give away your intellectual rights. Hence the idea of licencing music for a specific project, for specific media, for a specific time-frame, and specific territories!

As the person who runs the PCAM Helpdesk, below is something I send out a lot:

All Budgets / Quotes should be broken down into three parts but you should only charge what you feel comfortable with reflecting your time and talent:

- Production Fee – including studio, musicians, singers, v/o, sfx, any other costs, etc plus a production fee (reflecting your time). If it's all you (even if it's on an Iphone in your lavatory!), then just charge a daily fee. We charge £1,800pd.
- Composition Fee – current industry rate is between £1,500-£6,000 (ours is £4K).
- Licence Fee – normally for a "Term" of one year. The PCAM website has a guide based on percentages of your Composition Fee for various "Territories" and "Media".

I'm afraid I can't give you actual costings as obviously I don't know any of the circumstance of the particular job – I'm just here to give advice and try to explain anything you don't understand.

If you're being serious, I'd suggest you join PCAM ([www.pcam.co.uk](http://www.pcam.co.uk)). Then I suggest you thoroughly trawl through the PCAM website articles, reading all you can, particularly "Advertising – How To Budget" under the drop-down "Guidance" / "Fees & Usages" menus.

If you've then still got questions, give me call.

**Q:** Thank you very much for your answers! Eye-opening to say the least, and a very brilliant and more solid base to start from in terms of having *that* conversation. I have a meeting on Wednesday morning and will explain what you've said and make them aware of PCAM. As it stands, there's no agreement or anything but if they want to proceed. I'll be sure to join and trawl through the PCAM information. Very much appreciate being made aware of the three strands and much more.

That's really very helpful, and thanks for being up for talking if needs be!

**A:** The only thing I didn't mention was Demos.

Normally, you do a Demo first (nowadays done to master standards) as a sort of loss leader, so the cloth-eared (cynical or wot!) client can get an idea of what they are going to get. Current Demo fees are between £500-£1,500 (we charge £1,000 if I can get it but I won't go lower than £600).

If the Demo goes ahead "as is", you'd then charge the Master Fee (less the Demo fee), which should have been quoted and agreed before recording a note.

If there are changes, then you'd charge the whole Master fee on top.

As a very rough guide, depending on the media etc, a standard UK commercial is between £8,000-£15,000, a European one £25,000-£45,000, and one for the world £50,000-£80,000.

Hope your meeting goes well.

**Q:** Thanks for all the information -- it's been very useful and the project is indeed going ahead. First up, it's a promo video, but there's scope beyond that, and with that in mind I will join PCAM today. For the initial part I'm satisfied with the negotiated fee, but I can foresee issues ahead.

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**Q:** I'm in the process of setting up a music agency and need access to standard licenses. Could you guide me on where to find these?

I understand that PCAM offers a pricing guide. Could you share this documentation with me?

I look forward to your assistance.

**A:** On the PCAM website, it's worth checking out all the articles under "Guidance" and glancing through the "FAQs", as you never know what you might find useful.

1. Licenses are under “Guidance” / “Agreements & Docs”.
2. Info about pricing is under “Guidance” / “Fees & Usages”.

Hope this all helps.

**Q:** Thanks so much for this, but I am still unclear with the guides on quotes. I wonder if you can help out and get back to me today if possible, as I will have to send over a quote today and not really sure where to go from here! Look forward to hearing from you.

This brief has come from an Agency in **Spain**:

*We would like to propose you for the musical composition and sound design. The idea is that, once we have the voiceovers, we will send them to you to add to the composition and SFX so that we can see everything together. We will handle the TV and digital levels with our internal studio.*

*At the moment, we don't have information about the creative brief; we only have the deliverables and the countries it needs to go to. It is once again an international campaign. Attached is the information and the list of countries:*

**There Then follows a very long list of different Usages the client wants, which for brevity's sake I've left out .**

**A:** As much as I would like to, I'm afraid I can't run your business for you, as I have no idea of either your or your client's circumstances, or for that matter any circumstances of the job.

You've just sent a long list of meaningless (to me) breakdowns so I have no idea if you are being asked to supply each cut or just a basic 40" track, with or without stems, and who's doing all the cutdowns, and are they film-related or just generic? Is this for one product with lots of different films or different products? There are so many questions! Budgeting is the hardest part of this job, and you need to have a structure worked out previously to make your life easier.

All Budgets / Quotes should be broken down into three parts (but you should only charge what you feel comfortable with reflecting your time and talent):

**Production Fee** – Including studio, musicians, singers, v/o, sfx, any other costs, etc plus a production fee (reflecting your time). If it's all you (even if it's on an Iphone in your lavatory!), then just charge a daily fee. We charge £1,800pd.

**Composition Fee** – Current industry rate is between £1,500-£5,000 (ours is £4K).

**Licence Fee** – Normally for a “Term” of one year. The PCAM website has a guide based on percentages of your Composition Fee for various “Territories” and “Media”.

You add up these three costs and that would be your total.

I can’t read the countries on the PDF you sent, but it looks like they are asking for a Western European TV & Internet Licence, for which I would quote as per the breakdown above with the Licence Fee being (Western Europe @ 500% plus Internet @ 350%) 850% of your composition Fee for an all media one-year licence. If they want a three-month Licence (I never do pro rata), I’d suggest 400% of your Composition Fee.

If you’re expected to do the cutdowns you’d obviously need to add on the cost of editing time (and quite a lot of it by the look of things!) in your Production Fee. Off the top of my head, I’d probably be looking for £35,000-£60,000 for this sort of job.

I suggest you ask them what their music budget is to see what ballpark they are in – if they are being serious they will have some sort of parameter, if they’re just fishing they won’t! You can then decide whether it’s worth doing or not, as there is no point working your socks off for no profit. Your time and talent need to be paid for.

I’m sorry I can’t give you actual costings for the reasons I gave above – I’m just here to give advice and try to explain anything you don’t understand.

I hope this helps; if not you can always give me a call.

**Q:** Thanks -- I appreciate this email. It was just hard to understand the pricing guide on the website. All good. Thanks again for the advice and completely understand. I also have never received a request like this one.

Thanks again for your help and guidance -- appreciate it.

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**Q:** I was hoping you could give me some advice. I have been offered the re-licensing of my track for an advertisement and have been offered the following ad in Czechia for six months. To summarise:

- Usage -- online (no TV)
- Country – Czechia
- Duration -- 6 months
- Commencing -- 14th September 2024

I can offer an extension fee of £1125 for this, based on the [PRS](#) 'per track' advertising guidelines (excl VOD). Could you confirm if this amount seems correct?

**A:** We don't use the PRS guide, as it is normally way lower than PCAM recommends! But you must charge whatever you feel happy with.

PCAM's recommended usage for Czechia is 50% of your original Composition Fee (as an example, our Composition Fee is £4,000 so that would be £2,000). I don't normally break down overseas usages below the standard one-year term, but if clients are insistent (I never quote pro rata), I'll quote at say 75% of the total for six months and 50% for three months, etc.

Also, we include "All Media" on the overseas usage rates. In theory, if they wanted Internet only, they would incur the worldwide usage rate of 600% of your Composition Fee, unless they proved it was geo-locked to Czechia only!

Anyway, I think their offer is pretty fair (assuming they paid a proper price for the production in the first place), but there's never any harm in trying to get a little more.

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**Q:** I have a quick question regarding a PCAM license that was done for an advert. The licensed media covered is everything apart from UK TV restricted and Telephone Hold.

The client now wants to have the advert showing at an exhibition, so would this be covered under the license?

**A:** Exhibitions etc are charged as a percentage of your Composition Fee: typically, 25% small event, 50% medium event, 100% large event.

But you say: "The licensed media covered is everything apart from UK TV restricted and Telephone Hold" – which sort of implies that it would be included!

On the other hand, you could always give it a whirl if you feel brave or you think they'll accept it.

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**Q:** Hoping you can help with a quick query.

My Agency currently holds a PCAM licence *Agreement for licencing and re-recording of an existing copyright work* for a track in perpetuity.

We are looking to alter this track by adding a few new sound effects, while using it within the same campaign and context. Can you please let me know if we'd have to pay new usage fees for this alteration; i.e., would this be treated as a brand new track that needs a new licence? Or would the usage for the alterations be covered under the existing PCAM licence?

**A:** Firstly, I should point out that PCAM does not approve of, and actively discourages, signing "in perpetuity" licences. All they do is damage the livelihood of the composer or producer -- and in reality, Brands do not normally need or use music tracks in perpetuity.

Also, If the Agency was commissioning re-recording a copyright work, that original track would have to be cleared before they could record the arrangement. If the original track was controlled by any of the mainstream publishers, they're unlikely to have cleared it in perpetuity. They normally clear tracks for the life of a campaign, which is inclined to be weeks. I suggest you make sure that the Agency has clearance for the original track before proceeding.

Having not seen the contract -- and indeed, even if I had -- as I'm not a lawyer, anything I said about it would only be my personal opinion.

Personally, I would take any alteration to my track as a new arrangement and therefore subject to a new licence, as the contract only covers the existing track.

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**Q:** I'm a new member looking for some advice on a license dispute. I'll withhold names.

I composed and produced the music for a household name brand commercial for ALL TV and ALL INTERNET for UK, Ireland, and USA for a three-month period. The production fee was £5,000; the license for this period was £12,000. My experience told me this was low, but the Agency told me this was due to the client's budget.

I've since negotiated a further one-year UK license. I quoted £8,000-£10,000, but again was pushed back to £6,000 due to the client's budgets.

I've now been asked to provide a quote for one-year VOD ONLY for Scandinavia and six countries from the GCC region. I used PCAM guidelines and quoted £15,000 but have yet again been pushed back to £8,000 because of the client's budget.

I am appreciative of the opportunities I've had with this project, but I also don't want to be taken advantage of, especially as now the agency is warning that the client will withdraw the offer if the quote is too high.

I'm a one-man band and would love some guidance here in order to calibrate my expectations to a fair and realistic place, giving me the confidence to negotiate for a successful outcome.

**A:** Unfortunately, this is all too common and has always been thus – except I think it is getting worse nowadays.

But you are definitely doing the right thing, and although they're taking advantage you are aware of it and are pushing back.

If you are happy with and making money on any fee, even if it is not as high as it should be, then you are moving forward, and as you gain experience you will let yourself be pushed less. The time will come when you can turn down jobs if you feel they are taking the piss!

So, keep doing what you're doing. Quote the correct fees at all times, be prepared to back off (as long as you feel your time is being properly paid for), and keep pushing back. There are clients out there who are more interested in a good job than paring back the budget.

Have belief in your talent and the value of your works.

**Q:** Many thanks for your advice with this matter. I've made it clear that I trust PCAM as the guideline for my sums but have nevertheless made concessions to my quote in the hope of a successful outcome. I've invited them to show me the guidelines they are using which justifies a slash of almost half the quote put forward.

I have good experience in this sector but have also got bills to pay. I'm being completely transparent with them, so hopefully there will be a mutual agreement.

Thank you for your time and support!

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**Q:** Do you have a 'rule of thumb' for costs of license extensions?

A client has paid to license for 24 months and wants a quote for renewal for a further one or two years after.

**A:** Two years would be 100% of the original Licence Fee, and if they only wanted one year I'd quote 75% of the original Licence Fee.

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[Indemnity Insurance](#)

**Q:** I am a composer and am looking to get professional indemnity insurance, mainly to cover me against any copyright infringement claim.

I saw an article online from a few years ago that you had partnered with Performance Film and Media Insurance. Is this still the case?

I am not currently a member of PCAM, but if I was to become a member, would my membership also include this insurance cover?

Or does your partnership mean that PCAM members get reduced rates with PFMI, so I would still need to take out my own cover with PFMI?

**A:** Performance Insurance have a special rate for PCAM members, so I'm afraid you would have to join PCAM to be entitled to that rate. There is a click-through on the PCAM website.

Unfortunately, PCAM membership would be prohibitive if we included blanket insurance!

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**Q:** I was wondering if you could give me some information about the PCAM and Performance Insurance indemnity insurance deal?

Does PCAM membership include the indemnity insurance, or instead offer a discount on it?

If the latter, could you tell me what the discount is?

**A:** Unfortunately, PCAM membership would have to be very substantially higher to include insurance, but we have negotiated a discount with Performance Insurance for PCAM members.

If you go to the PCAM website, you will see a slider for Performance Insurance on the Home Page. Click on the blue PCAM landing page text and it will take you to their site.

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## [Video Games](#)

**Q:** I'm a composer based in the UK and I've just joined PCAM as a member! I've been working in the industry for a few years assisting composers, but have recently ventured into the world of commercial work.



I have recently set up a post-production company with a sound designer, and during the company set-up phase we have managed to land a great job composing and sound designing/editing/mixing the soundtrack to a commercial for an online mobile app video game.

I have composed (but not yet delivered) the music, which uses a mixture of bespoke music by myself and also a licensed track (the two pieces of music do not cross over). We have agreed an overall fee for the work and have received a contract – however, there is no mention of royalties and I am not sure how to go about initiating this conversation. I am unsure if the commercial will be online only or if it will be on TV as well. Do you have any advice on how I should contact the producer about this issue?

We have been hired by a production company and are not in contact with the actual client. My instinct is to ask about this before signing the contract agreeing to the composition fee. I am very new to this commercial world, and I am almost sure I don't fully understand my rights as a composer as well as I should do, so apologies if this is a very basic question!

**A:** ALWAYS ask your commissioner to explain if you don't understand any particular situation, whether the question is basic or not, and NEVER sign a contract or enter into an agreement that you don't fully understand.

In theory, they should be licencing the composition as well as the production from you, in which case you would retain both the publishing and the composition royalties on the bespoke tracks (the normal split being 50% for the Publisher and 50% for the Composer). This needs to be clear in the contract.

You need to make sure they take full responsibility for any licenced tracks you use. Again, this should be clear in the contract. Also, there should be some sort of time scale (not in perpetuity!).

I've copied this on to Chris Green, who is our Videogames expert on the PCAM Committee, as games agreements can be slightly different from those for TV/Internet commercials and he might have something interesting to say.

**Q:** Thanks so much for your fast response! I will ask the production company for clarity on the agreement on music licensing/publishing and compositional royalties for the original material we will provide, as well as establishing that our company will not be taking responsibility for the usage of the licensed track within the commercial. I'll ask if this information can be added to the contract.

**Q:** I was hoping to gain some advice on an Agreement I have been sent by an Agency who would like to exploit my unused/unpublished music for sync licenses on a non-exclusive basis. Please see attached agreement.

As far I can see, 65% of any sync license is paid to the composer/writer. The writer also retains 100% of the writer's share of royalties. Is this a fair deal?

Clause 3.5 says: *The Artist hereby grants IM (and its authorised representatives) the right to make adaptations of the Artist Materials (as applicable) to create new works.* I have not come across this before and I don't feel comfortable with it, is this common practice?

Any pointers would be much appreciated!

**A:** I'm afraid I'm not a lawyer so I can't give advice on particular contracts. If you want legal advice, PCAM recommend two music lawyers (without prejudice): Julian Turton ([Julian.Turton@swanturton.com](mailto:Julian.Turton@swanturton.com)) and Ed Weidman ([Ed.Weidman@simkins.com](mailto:Ed.Weidman@simkins.com)). Also, you can contact the Musicians Union, The Law Association, or <https://www.gov.uk/find-a-legal-adviser>, all of whom should be able to point you in the right direction.

A fair deal is only fair if both parties are happy with and agree to it!

Not knowing anything about this job, or going through the contract, I would have thought that a 65/35 split in your favour is fair enough. As to that Clause 3.5, personally I wouldn't agree to a clause like that, and as far as I'm aware it's not common practice.

Before signing anything. make sure you understand what you are signing. You can always question the Agency and get them to explain anything you are unsure about and you can ask them to rewrite or strike out clauses you're unhappy with. If the Agency is genuine, they should be willing to go through and make amendments to their contract with you.

I'm sorry I can't be more definitive. This is the sort of thing you're going to have to work through yourself, but obviously taking it to a lawyer is the safest bet.

**Q:** That's perfect -- thanks very much for the recommendations. I also really appreciate the detailed response on the points I raised, and I will probably get it looked over just to be sure.

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## Licencing and Uplifts

**Q:** Quick question. We have a custom track on an ad and the brand has asked us to include TV sponsorship tags into the quote. Do you have a suggestion for what %age we should add for it?

**A:** I'd charge 25% of the Composition Fee.

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**Q:** I am pricing a cover version we have done for an online paid media campaign.

I was wondering if I should treat our cover as a composition, using PCAM recommended rates for the composition. Could you kindly let me know if this is the correct way to go?

**A:** Yes, it's the same pricing, but do make sure your client actually has the rights for you to re-record the track.

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**Q:** I've been budgeting a fee from PCAM's recommendations for a bespoke piece. It's UK all media, so 800% of the composition fee, but the client has also asked for exclusivity while the track is in licence.

Does PCAM have a recommended uplift for this?

**A:** It's up to you, but normally it's a given that you don't use the same piece of music for different projects at the same time.

The only time I don't give exclusivity is if I've been paid joke money for a job --but then I probably wouldn't have taken on the job in the first place!

**Q:** Thanks for this! I've come across uplifts for exclusivity a lot with commercial syncs but haven't generally seen it come up with bespoke music, so it's good to have your perspective.

**A:** Yes, when licencing existing tracks publishers always have an uplift, and also their Term is normally months if not weeks. In commissioned music, our Term is normally a year and when relicensing no uplifts.

But as I said, your terms of trading are entirely up to you. Good luck with the job!

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## Singers' Fees

**Q:** I wondered if I could get your advice on how much a singer should expect to be offered as a buyout fee if her voice recording is being used on a BBC TV show that will be able to be viewed worldwide.

Beyond a standard session fee, is there a general rule of thumb or exception for additional payment towards a buyout or licence for that voice to be used?

They are not members of the MU or PCAM.

Many thanks for your help.

**A:** It's normally up to individual negotiation, but I would expect to pay £250-£350 for the session fee plus 60%-100% for a three-year worldwide buyout for that particular BBC programme only.

You could look at the BBC/Equity agreement, which is what most singers go by, whether they are members or not (<https://acrobat.adobe.com/id/urn:aaid:sc:EU:deff2062-ae35-46d0-a932-1510d1d8787b>).

I hope this helps.

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**Q:** I wondered if I could ask for your advice re: something sticky on one of my projects. I was asked to come on board as a session vocalist for a project, but the details were quite vague from the off. I did the initial demo for a demo fee of around £250.

I then got in touch with them to ask if there had been any developments and they said it was ongoing but the pitch was looking good. Then out of the blue I saw it go live online with no discussion of further fees for the use of my vocal and no release form etc signed. I then got in touch with them to say I'd seen it go live and usually I would receive a buyout fee or additional vocal fee for this kind of use. They came back to me (after weeks of me chasing because the producer was out of office) and offered me an additional fee of £875.

My main issue here is that nothing was agreed before it was used and also that the job quite clearly had a very big budget based on the scale of the campaign, the production value of the film, and the level of talent (i.e., big name directors, famous cast members) they had on board. I haven't responded to them on this yet as I wanted to get your advice on the best way to handle this to try and get a fairer outcome from this situation.

Any advice would be greatly appreciated.

**A:** Nasty! I know it's after the horse has bolted, but I can't count the number of times I've told people not to do any jobs without something in writing first setting out the terms! You have my sympathies, but maybe you've learnt a valuable lesson.

Personally, I would ask them what they are basing that buy-out fee on and say you'd like the right of audit. I would also point out that your "lawyer" says they are illegally using your voice,

as you only agreed to do the demo and hadn't agreed any broadcast fees. I'd also say that your "lawyer" says if you can't come to an agreement, they'll demand that the commercial is taken off-air and they would also be con-joining the brand/advertiser (whoever they are) in any legal action.

Now, the danger with this approach is that you might not even get the £875! I suspect you should be due £3,000-£5,000. The upside of my approach (and I was always prepared to actually go to a lawyer if necessary, but thank God never had to!) is you'll get a lot more money. I would say that my somewhat aggressive approach used to work about 90% of the time – I really hate people being ripped off and taken advantage of – and I was always willing to take the risk.

So, it's entirely up to you, and if you do need a lawyer PCAM can recommend a couple.

**Q:** Thank you so much for your speedy reply!

I really appreciate the advice and have contacted them to ask what they're basing the proposed fee on, and have also pointed out the illegal use of my voice. Still awaiting a reply but fingers crossed they will recompense me and we can come to a fair agreement from here.

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## Library Music

**Q:** I've been thoroughly enjoying the PCAM podcasts recently -- it's such an incredible resource for new composers like me. Thanks for the insights and inspiration you provide.

I'm reaching out for some advice on a proposition I received from a production library company. Here's an excerpt from their email:

*I don't have an offer in front of me for this project, it's entirely speculative, I'm about four tracks into an eight-track album and thought your sound complemented it well. It's what we do here in between client projects, and we have a great reputation in the industry and pretty good track record for getting things placed. So just a coincidence really, I got the feeling the zeitgeist was right when I heard your music!*

*In the case that we place it with a third party, we would split any upfront non-recoupable fees (should any be offered) pro-rata with you and cut into the write so publisher 50%, you 40%, and us 10%.*

*We wouldn't offer any upfront fee for placing music in our Library, but you would retain all the writer's share as we would make money on the publishing. As our Library is non-MCPS, the*

*majority of our placements are with blanket royalties -- e.g., BBC -- so you would receive PRS directly.*

I'd love to hear your thoughts on the 50% publisher / 40% composer / 10% library split. Does this seem reasonable to you?

Thanks so much for your time and advice -- I really appreciate it.

**A:** I can't really advise you on this sort of deal as it's entirely up to you how you run your business and I can't possibly know all the facts in order to make any sort of judgement.

Personally, I wouldn't sign up for this and I don't like the idea of a library being non-MCPS. The split seems fair enough, although I would want 25% of the publishing rights if they are not paying anything up front.

Particularly when someone offers you a deal, it is always worth pushing for more because you'll normally get it -- but as I say it's up to you.

**Q:** I appreciate you offering your perspective -- that's been helpful and gave me the confidence to ask questions about the deal. I haven't heard back from them yet.

Remembering that it is always worth pushing for more with any deal is great!

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**Q:** Quick question.... I know PCAM Committee members usually work on bespoke briefs, but I'm wondering if anyone has any experience writing library music?

My question is, when pitching to a music library, is it better to offer them:

1. A finished album (edited/mixed/mastered) of each track, with all cut downs -- i.e., wow them with high quality work, completely finished, OR ...
2. Share a high-quality demo with a provisional mix/master (but NOT fully mixed/mastered) that they can give feedback on / help shape the tracks.

I was planning to do (1) and invest in a good mix so it would be easier to sell a 'ready-made' project to a library. As it's my first project, I don't have trust / relationships to lean on, so I wanted to show my absolute best work and get my foot in the door! But ... I'm weary of dropping a fair amount of cash on mixing four tracks only to be asked for changes! So, I'd appreciate your thoughts. Is there a right or wrong answer? Or perhaps different companies would have different preferences?

I realise this isn't a specific legal question about rights etc -- more advice seeking -- so if it's not appropriate, no worries.

**A:** I think you've pretty much covered all the bases!

You're right, there is no right or wrong answer, and different companies will respond differently to either approach.

I would suggest coming up with an idea for an album which might include album title, description of instrumentation/genre, perceived usage/target clients (e.g. reality shows, political documentary, wildlife, etc).

What I would do in addition to that is provide maybe three well-polished tracks that exemplify your concept. If you're confident in your ability to mix them well, go with that. In terms of mastering, just put a sensible chain of plugins on the master bus, but only use very gentle compression. Most decent libraries will want to master projects themselves for the sake of consistency, and don't want to receive heavily compressed files.

If you name the tracks (you should), make the titles appropriate to the concept you have presented and just ask if this a project that appeals to them.

Give yourself a backup position by suggesting that, if this concept is not of interest, you would welcome the opportunity to pitch tracks at any project brief that they want to make.

Good luck!

**Q:** Thanks -- this is very helpful to steer me in the right direction. I'm going to take this all on board before I send the tracks out. Lots of great tips and reassuring as well that I'm roughly on the right path. Really appreciate your advice!

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**Q:** I'm working on my first library music pitch. My advice from an industry mentor was that my songwriting is more than good enough and I should be confident that it's at the right level for writing library music. However, they advised my mixing and production isn't quite up to scratch.

In order to fund mixing costs (which is a large upfront cost), I have provisionally struck a deal with a mixing engineer that that would reduce their fee from £1000 to £250 to mix four tracks. In exchange, I would give them 10 or 15 per cent of the royalty share.

My understanding is that I would need to share both publishing and master royalty payment (as I am told these are merged in library music). However, I've been doing a read about royalties and the PCAM website seems to advise strongly against giving royalties to those who haven't

actually written on the track. I understand that in principle we should always keep ownership of our writing credits. In reality, however, this deal would allow me to make a far less risky investment for a quality mix.

As you can probably tell, I'm dithering on whether to go through with this and would appreciate any advice on this somewhat convoluted question. Although there's a lot of info online about royalties, I've struggled to find good guidance info specifically about royalties and library music.

**A:** You should do what you are comfortable with.

Personally, I would never give away writing credits and would suggest instead you learn how to produce a decent mixed track. There are a lot of helpful programmes out there.

To me, the engineer's deal seems pretty one-sided (in his favour)! I would've thought you could find someone to mix the four tracks for you for £250 full stop. Maybe you could offer to pay the engineer a higher fee if the tracks get taken up (no win, no fee!) if you are so keen to use them.

In the long run, if you want a career in music, you should really learn how to record and produce a good finished track yourself.

A note of warning and caution: recording library music is not a guaranteed path to riches. Whilst some make a healthy living out of library albums, others make no more than a couple of hundred pounds of royalties out of an album or indeed nothing! Hence an upfront fee from a library company, at least enough to pay your costs, is so important.

I wish you good luck with your project.