

PCAM HELPDESK Q&As

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Every year, dozens of requests for help and advice are made to the PCAM Helpdesk (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 2023 and the first couple of months of 2024, 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, and 3, from 2020, 2021, and 2022, on this website.

Topics Covered (in order):

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What Does PCAM Offer?

....And finally, Welcome to PCAM !

Registering Compositions

Q: I was wondering if you had any advice regarding registering commissioned compositions with the relevant organisations (PRS, MCPS, PPL) in order to collect all royalties. Also, does PCAM recommends using administration companies such as Songtrust?

A: As regards Songtrust, PCAM as an organisation must remain neutral and couldn't possibly endorse or promote any particular company. You could always put your question on our Facebook page and see what our members have to say.

Other than that, yes, you MUST register with PRS/MCPS and PPL if you want to receive your due royalties. You can do this yourself by going to their websites, or if you wish you can use an administration company or sign up with a publisher who would do the registrations for you.

I always feel that if I have to give all the relevant details to a company for them to do my registrations, I might as well do it myself and save losing a percentage of my income -- but it's horses for courses! If you get an advance from a company, or they'll get you work or exploit your catalogue or offer a particular incentive, then signing to someone might well be worth it, depending on what deal and terms they are offering.

Charging

Q: We've recently licensed a track to a large financial company, charging £3,000 for composition and £18,000 for 12 months worldwide Internet usage.

They'd now like to licence the track (a few months on from the initial usage deal / contract) for four more scripts on a worldwide basis, so do we then use the sliding scale as suggested in 'Advertising - Overseas Use' on the PCAM website – eg, £3,000 + £1,500 + £750 + £375? Or do I use some other calculation?

A: I sincerely hope you charged a Production Fee originally as well! If not, I would charge 3 x scripts at 100% and give them the fourth one free (which looks good!) to make up your production costs.

Otherwise, the sliding scale is fine, but I always try and squeeze my clients when I can (without ripping them off) because if you want a successful long-term business you need to maximise your profits!

As you can see, budgeting is an inexact science, and you should charge whatever you feel comfortable with -- the PCAM rates are just there as a guideline.

I hope this helps.

Contracts

Q: I'm considering signing up to PCAM! Do you have non-exclusive licensing agreement templates?

A: We don't have specific templates, but I use the IPA-approved PCAM Contract (the IPA is the ad industry's trade body) for most scenarios. It has a Special Conditions box, which can be filled in and initialed by both parties to take care of alterations or things not specified within the Contract .

Outside of this, I find the commissioning company normally has a contract which is OK, although sometimes you have to alter it. as it can be biased in their favour!

Quoting 1

Q: I have a rates question and I'd be most grateful if you could check this for me. I think my quote makes sense, but wanted to make sure I understood the guidance.

I have a request for a six-month licence extension for Australia for TV usage and Digital (geo-locked). So:

- TV usage = 75% (divided by 2 for 6 months rather than a year) = £1875
- Digital Geo-Locked = 75% (divided by 2 for 6 months rather than a year) = £1875
- Combined = +50% (divided by 2 for 6 months rather than a year) = £1250
 - Total = £5000

A: I would charge it at 75% for TV (= £3,750) + 50% of the TV rate for Internet geo-locked as it's combined (= £1,875). Total = £5,625 for one year's usage.

I try not to break the one-year term (and rarely do, as one year is my minimum term of business). If they whinge hugely, I might reduce it, but certainly not pro rata, so for example: 75% + 50% = £ 5,625 less a discount of 20% = £4,500 for six months usage. Obviously, you must charge what you see fit as the PCAM usages are merely a guideline. Good luck with the job!

Quoting 2

Q: I find myself in need of a second opinion in case I've got it wildly wrong! I hope that's ok?

It recently came to my attention that a spot was being aired on TV without a licence. Two years ago, we had allowed our track to be used for a small social campaign for the brand (6 or 15 seconds) for a one-year term, but now we were watching 20-30 sec versions of the campaign on ITV over Christmas and during World Cup Final ad breaks as well as continued internet usage with Instagram/Facebook/TikTok etc. It was lucky that I saw it on TV myself, and then found it issued on Facebook Ad Library as a current campaign.

Initially, they claimed they had a two-year internet usage so they wouldn't have to pay it, and not contacting us for the TV licence was just an administrative error. However, it was in fact only ever issued as a one-year Internet licence.

I do feel somewhat miffed that they didn't get in touch and then claimed they had agreed a longer term than they had. But they have now said they will respect PCAM rates and honour the licence. So I wondered if you might check my calculations for coming up with a price range and advise on what is appropriate in this situation:

Composition Fee: £4,500-£4,750

I wasn't sure about the difference on your website between (a) All Media vs (b) Internet combined with UK TV, but if it is the first (pricing at the higher end of Comp Fee) it comes to:

a) $£4,750 \times 950\% = £45,125$ less discount of 20% for six months' usage = £36,100 (they claim it was just broadcast over the Christmas period).

Or....

b) $£4,500 \times 800\% = £36,000$ less discount of 20% for six months usage = £28,800.

Plus uplift for second year usage +10% = a) £39,710 or b) £31,680

They made the longer version themselves from our stems, so I don't know if charging production or cutdown fees makes sense.

Many thanks for your help with this!

A: Your quote seems fine to me.

The difference between (a) All Media vs (b) Internet combined with UK TV -- i.e., 800% vs 950% -- is purely that if a client takes media up front they pay less than if they add it at a later date; it's just a discount.

PCAM only recommends guideline percentages and you must charge whatever you're happy and feel comfortable with.

Obviously, production fees for any mixes they made wouldn't be chargeable but in the Contract did they have permission to make commercials of any length from your stems or was there a specified length?

Quoting 3

Q: We have had a request come in where we're unsure how to quote fee-wise and can't seem to see anything on the PCAM website to assist us.

We have been asked to come up with a sonic/musical sound for a recurring character for a network brand -- essentially a sound mnemonic. This could potentially be a complete buyout to use on future adverts and also potentially WW TVC.

Any information or advice on how you would quote something like this would be amazing!

A: For a start one should never do "complete buyouts" or "in perpetuity" -- that's the point of a licence, which should always be for a stated medium for a stated number of years. That way you keep control of your copyrights and potential income.

One would budget a mnemonic or sonic sound just as you would budget any other job, broken down into Demo Fee, Production Fee, Composition Fee and Licence Fee, and basing your Licence Fee on the PCAM recommended percentage of your Composition Fee for whatever medium the client wants to use it in. A memorable mnemonic is harder to compose than a six-minute tune!

Quoting 4

Q: I have regularly produced bespoke music for videos for a production company and licensed usage on a non-exclusive basis, as it has been solely for internal comms and distributing on their social channels and has not been used for any campaigns involving any media spend or public performance.

This has worked well for me in the past, as it has enabled me to simultaneously re-work / license the compositions for applications elsewhere, often as published library tracks.

They have now approached me to quote for a composition for a video which, in addition to the usual usage, may be used for advertising purposes, switchboard calls on-hold, and events, and have inquired about the possibility of exclusive use of the composition. I am familiar with the (incredibly useful!) PCAM guidelines for costing up fees for usage depending on media / territory / term etc, but am looking for advice as to the matter of exclusivity.

Looking at your PCAM "*Agreement for the Production and Licensing of Original Musical Composition*", I see that the stated "Life of the Recording" is three years, during which time the Agency/Client appears to have exclusive rights in the usage of the composition. Is it common practice for an Agency/Client, when commissioning an original composition, to enjoy exclusivity in the usage of the composition for initially three years, then have first option for renewal at a negotiated price for a further term of exclusive use?

If this is the case, should I assume that the Client will have exclusive rights to use the composition for three years included in the Composition Fee, and that I should add the usual extra charges to this in respect of usages (TV / Internet / Radio / Ancillary etc), costed in the normal way as required by the media plan?

A: In advertising commercials, it is normal to give exclusive rights for a bespoke track (although you don't have to!), as obviously having two different products running commercials with the same music track at the same time would completely devalue the whole point of having a bespoke track composed in the first place. Agencies can always spend less money on a library track if they don't care about exclusivity.

The length of use depends on what the Licence Term is in the PCAM Contract – the normal Term is one year.

The three years mentioned is to put our agreements in-line with the Musicians Union three-year agreement, which means that after three years you have to re-service all the musicians, which in orchestral terms can be a significant sum. So, when you licence a track to an agency and then they re-licence the track from you after the third year, you are responsible for paying all or any musicians 100% of their initial fee – See Musicians Union Rates. Also, if you happen to re-licence that track for commercial purposes three years after the initial recording, you would also have to re-service any musicians used.

I hope this answers your query.

Q: Thanks for this -- that clears it up perfectly! I guess the key thing with corporate clients (especially those with no music experience) is to make sure they don't confuse the "Life of Recording" term with agreed Licence terms (as I did!). Many thanks again!

Quoting Overseas 1

Q: I have a new job that I am struggling with.

I have been asked to compose music for a 20" spot for a big cookies brand in Italy.

I asked 3,000 euros for the production (plus production costs and so on) and 3,000 euros for the licence for one year for the web in Italy. I based this on your website, which said that Italy should be charged for at 100% of the production costs.

The client is now asking for an estimation of costs for the second and third years online, and potentially for TV.

My thought is to increase the licence for the web in the second and third years, confident that if they want to keep the campaign online it means that it is performing well.

I was thinking of 4,500 euros for the second year and 6,000 euros for the third year. But I would like to ask if that makes sense.

For TV I am completely lost, but that should be big money, right?

I was thinking of 6,000 euros for one year, plus the royalties from SIAE Italy.

If you could give me a hint about this that would be great.

A: All quotes or budgets should be broken down into three parts -- Production, Composition, and Licence.

So if your Production Fee is £3,000 and your Composition Fee is £3,000, then the Licence Fee for one year Italy TV only would be 100% Of your Composition Fee, making a total of £9,000. If they wanted to combine TV with Internet that would be extra 350% of your Composition Fee – so an extra £10,500 unless they can guarantee geo-locking the internet usage to Italy – in that case you would only charge an extra 50% of your Composition Fee.

So taking your fees – and if they are paying upfront you can always discount as much as you want:

- 3 x Years Italy TV only £27,000
- 3 x Years Italy TV and geo-locked Internet £31,500
- 3 x Years Italy TV and Internet £58,500

However, the percentages on the PCAM website are only recommendations, so you should charge what feels right and comfortable for your own particular circumstances. They are just there as a guideline to market prices to stop composers being taken advantage of.

I hope this helps.

Q: Thanks a lot for your answer.

Regarding the TV licensing, the client is asking for a three-month period of time over a year.

I asked them to clarify and they confirmed that the spot will be used for a maximum of 90 days over the year.

Should that reduce the license to 25%?

A: I'm inclined not to let my clients reduce the Term of my licences, but if they are really insistent I would ask them to supply the actual air dates and then I would reduce the Licence Fee by maybe 75% or 50% (never pro-rata!).

Publishers of well-known tracks are happy to licence for a week or a month or whatever, but then they charge much larger fees than a bespoke music composer does, so that's why I try and stick to my One Year Term.

Q: Thanks for your answers. I need to ask you the next question:

I agreed with my client on a 3,000 euro licensing price for one year Digital in Italy. The client is asking now if this includes Pay TV (Netflix, Sky and so on).

I am not sure what to answer right now.

I would like to charge more since those are indeed more channels that are reaching more costumers, and they are pay channels.

It would be great if you could give me your opinion on that.

A: Unfortunately, I can't run your company for you – but always remember that your talent is a valuable asset and should be paid for and not given away, so be brave!

I would definitely charge more for the streaming TV usage – Digital is normally taken as social media channels or websites. I would charge an extra 100% of the Composition Fee.

I hope this helps.

Quoting Overseas 2

Q: We just had a brief come in. It's TVC with the usage to run in the UK & EMEA.

I have been on the website and can see CEEMEA, but not just EMEA. Do you have a rough percentage of what EMEA would be?

It will also be run in the UK and I was wondering whether that could be included with the EMEA usage as a package deal as well?

Any guidance on this would be much appreciated.

A: The PCAM rates are only recommendations, and you should only charge what you are happy and feel comfortable with.

For "EMEA" I would just use the 650% CEEMEA package rate because if you added up the Eastern Europe, Middle East, and Africa package rates it would be 1,300%, so they are already getting a good deal. I would then add on 200% for UK TV (all ex-Internet). It is also advisable to get your client to

spell out the exact countries they want, because people sometimes have a strange idea about which countries are covered.

USA Usage / Lawyers

Q: I have started an office in LA and we have just won our first job. We are at the contract stage and I wanted to know if the standard PCAM Contract is usable in the context of US law or if we need a different one for jobs done there. Maybe you have another contract for the US or perhaps we need to join an equivalent organisation over there? If so, might you be able to recommend an organization that does the equivalent guidance of PCAM in the US?

A: I have used the PCAM Contract for American work which was commissioned from over here, but normally US agencies insist on using their own four-hundred page "standard" contract! The PCAM Contract is obviously made under UK jurisdiction, which might or might not stand up, but it would be much safer to use a contract drawn up under US law.

The American equivalent to PCAM is AMP: <https://www.associationofmusicproducers.org/>.

Below are recommendations from Simkins LLP and Swan Turton, the two law firms that PCAM recommends in the UK, as they are both sympatico to our particular needs.

Julian Turton of Swan Turton says: The US member firm of our Adlaw network which focuses on the advertising sector is Loeb & Loeb. The particular individual with whom my advertising specialist partner Charlie Swan deals is Brian Heidelberger (loeb.com/en/people/h/heidelberger-brian -- email: bheidelberger@loeb.com) from their Chicago office. They are also big in entertainment generally, particularly through their Los Angeles office, so would certainly have people for this.

Ed Weidman of Simkins LLP says: I would suggest reaching out to Jordan Bromley (manatt.com/jordan-bromley -- email: jbromley@manatt.com). You can mention that the recommendation came from me.

Good luck with the new office!

Payment Terms

Q: What is standard practice with regard to requesting payment up front or immediate payment terms, or do you recommend avoiding this?

A: By the terms of the PCAM Contract, as approved by the IPA (The Institute of Practitioners in Advertising), to which the vast majority of Agencies belong, "The fee shall be paid by the Agency to the Music Producer no later than 21 days from receipt of invoice ('the due date')."

As to your question, I've never really felt the need to ask established Agencies for money up front. The only times I've absolutely insisted on up-front payments was in the early 90s when I was doing 75% of all the English adverts in the Middle East and working directly for local Agencies – they used to turn up for their sessions with suitcases brim full of cash! Also, for four years I did all the main

Austin-Rover conventions, which involved orchestral recordings and “live” singers/dancers etc, and I asked for 50% up front with no problem.

If you feel you want money up front or payment pre-broadcast, then there is definitely no harm in asking, and if I’d worked directly with other retail clients (which I didn’t), I would have probably asked for 50% up front.

In the end, your terms of trading are your terms of trading.

Sound-a-likes

Q: I was wondering if you could give me a bit of advice on how to quote for an unusual (for me) job.

I've been asked to make an exact sound-a-like of a famous pop song's backing track (with all appropriate permissions -- the original is lost) for a movie trailer. I've only ever quoted for original compositions for adverts, so I'm not sure how best to quote for a trailer soundalike.

Should I just quote as I would for an arranging job on an advert (i.e., arrangement fee, then multipliers depending on media/territories)?

There are two curveballs here: the fact that it’s a trailer rather than an advert, and the fact that it’s a soundalike, so not an original composition or arrangement. So I don’t know whether to quote in the usual “PCAM way” or whether this is the kind of thing where they just pay a one-off fee.

Any advice much appreciated!

A: It is an arrangement, and a trailer is a commercial, so quote your normal PCAM way except without the multiples, as it's a more like a one-off sync licence.

Make sure you tie your production to the trailer for a particular film only -- I'd try for a year, as some trailers are only used for an initial burst. But they might want a longer licence, which, if they're paying well for the job, I'd be happy to throw in.

I'd just charge a licence fee to cover all media at whatever % of the arrangement fee you feel is appropriate.

Q: Thanks very much! Before I get back to them can I clarify one more thing?

You advised me to “charge a licence fee to cover all media at whatever % of the arrangement fee you feel is appropriate”. I’m just trying to get a handle on what “appropriate” is for a trailer. If this were an advert I would simply use the PCAM “all media” percentage (800% for UK, 2500% for worldwide). Is that what you would do here?

A: I can't really give you exact figures as I don't know all the circumstances of the job, your client, or your relationship. Quoting isn't an exact science -- it's more feely, touchy, ducky, divey!

I would definitely start by asking your client what rough budget they've got. Tell them you need to know whether or not it would be in your ballpark. Any serious client will have some idea of what they want to spend.

If this was me, I would be thinking between £20,000 and £50,000.

Good luck!

Social Media 1

Q: We had an email come in this morning about a pre-existing license we did a few months ago with O2. Essentially, they want to use the music we did for a TikTok social media push by briefing influencers to use the music to create content and encourage the public to do so as well.

In our original license we had social media covered for one year, but I'm assuming this would be attached only to the film it was licensed to and would not cover new separate projects like the one they are outlining.

We were initially sent a contact which doesn't mention anything about license fees and states: *'Licensor grants to Licensee (including its affiliates and controlling company) on a royalty-free basis the following non-exclusive rights, during the Term (perpetuity), in the Territory (UK), in respect of the sound recording entitled "Now Now Now".'*

Since receiving this, we have notified the agency that our original contract would be separate to this campaign and we would likely need a new license to cover this usage term, to which they have requested a quote. They are interested in both a full buyout, and also how much just to license on TikTok. If you could shed any light on what kind of figures we should be looking at, along with any other thoughts, it would be greatly appreciated!

A: You're absolutely right to demand a new contract, as this is a different job.

Social Media usage is normally 100% of your Composition Fee per channel per year and I personally wouldn't do any sort of buy-out. I would licence the track for TikTok at 100% of your Composition Fee for as many years as they want pro rata, but if you feel like it, you could give them a discount for any subsequent years for paying upfront.

Hope this helps.

Social Media 2

Q: We've been asked to provide music for a campaign with the following usage requirements:

"1 x year global ex US HCP only including social media -- not including paid social media as subject to amount of spend".

They've presented a budget of £3500 (I know it's nowhere near enough).

My question: I'm seeing more and more producers cite the fact that it isn't going on paid social media as a justification for a lower usage fee. What do you think?

As far as I can tell, a ballpark cost for a job such as this with the usage they've requested is closer to £25,000-£30,000.

A: In a word ... bollocks!

Social Media is Social Media and you're right -- £30,000 is near the mark. Cheeky bastards!

Musicologists

Q: I have a touchy request from a client that might require us to nod to some existing IP without explicitly imitating it. I'll need a musicologist on hand to advise us on best practice. Do you know anyone?

A: Two suggestions:

Guy Protheroe -- guy.protheroe@gmail.com - Tel: 07836 500 355.

Peter Oxendale -- peteroxendale@me.com - Tel: 07710 130 777.

Both are good and you can mention PCAM.

PRS

Q: I have a doubt regarding royalties and PRS, and was wondering if there's anyone at PCAM that might be able to help me.

We are members of PRS as Publishers and we have recently licensed a few tracks that are currently being used in different mediums / territories. Here are our questions:

- 1) What's the most effective way to claim these royalties?
- 2) Should we join any of the audio-recognition services out there so as to obtain a detailed report of the usage and raise a claim to PRS with that?
- 3) Is there any particular person inside PRS that usually helps PCAM members with this?

Many thanks for any help that you may be able to share with us!

A: Presumably you are registering your works on PRS as soon as you licence them for broadcast?

It takes a bit of time before your royalties will show up on your PRS statement. If you think a work is not getting its due royalties you just have to get in touch with them and raise a query. This page

might be of interest: <https://help.prsformusic.com/s/article/When-should-I-claim-for-missing-royalties>.

You should also register your works with Soundmouse, who are contracted to PRS, at: <https://www.soundmouse.com>.

I hope this helps.

Q: Thank you so much for your reply -- this is all very helpful!

I'll definitely check out Soundmouse -- looks like a great tool to assist with all this.

What Does PCAM Offer?

Q: I am a Sound Designer and music composer. I just registered as a PCAM member and I would like to ask what kind of services you provide.

For example, could I contact you regarding a quote that I am not sure about to help me in working it out? Or ask your opinion and advice for a quote that I have already sent out?

A: This is what it says on the Welcome Page of the PCAM website:

PCAM was formed in 1982 as an industry forum for practitioners of advertising music and soon established its reputation as a respected and influential group campaigning for composers' rights in all forms of applied music. More than 40 years on, it boasts a membership that comprises the most influential and prolific composers in advertising and media with over 130 members representing several hundred writers.

PCAM's strong ties with the IPA (Institute of Practitioners of Advertising) have generated best-practice music commissioning guidelines and joint agreements that are widely accepted by UK advertising agencies and an increasing number of agencies abroad. The Society's relationships with the MU (Musicians Union) and the Ivors Academy, and its membership of ECSA (the European Composer and Songwriter Alliance), place it squarely at the heart of creators' rights campaigning, both at home and on the European stage.

The PCAM Committee meets five times a year to look at the challenges and developments that affect its members and to plan targeted industry-wide campaigns. Members are always welcome to attend these meetings with prior notice, so please take advantage of the opportunity and come along. If you do wish to attend, contact PCAM Administrator Bob Fromer on: bob.fromer@outlook.com.

As to your other question about quoting:

First, you should read all the articles on the "Guidance" drop-down tab on the PCAM website, as this will give you all you need to know about budgeting and quoting, along with many other extremely useful pieces of information.

If you have any questions after doing that, I'll be delighted to answer them. I'm extremely happy to help clarify any particular issues or concerns you have, but obviously I'm not able to run your

business for you.

I hope this helps.

Q: Thanks for your straight answer.

I have read the guidance -- very interesting.

I have been employed for about 10 years in music and sound design studios, and building my own business now feels very hard, especially because I deal every day with several different markets and quoting has become the hardest part of my job.

Thank you very much for offering your help.

Welcome to PCAM!

Q: I am now a very proud member of PCAM, having started my subscription this morning. Thank you so much for creating this fantastic resource.

I've just completed a job for X (they make delicious cheese) making some music for their website and socials. I have downloaded and opened the "Production and Licensing of Original Musical Composition" file and have read through it. Is this the correct file and the best place for me to start? Is there any recommended or essential reading I should start with? I've gone through all the links on the dashboard. The "UK Advertising Fees" percentages are new to me. I have signed a few contracts but have never drawn up a contract or license before and I'm finding it all a little overwhelming. In the past, I've used the PRS Rate Card when quoting. Any pointers you can kindly offer would be much appreciated!

A: Welcome to PCAM!

The most important things to read are **everything** in Guidance/Best Practice and Guidance/Fees & Usage/Advertising – How to Budget.

I cannot comment on the PRS Rate Card, which I haven't (and never would) use – PCAM was formed by professional working commercial composers and our recommended rates are what our members are currently charging and achieving.

The main thing is to believe in yourself and value your talent – clients don't work for peanuts, so why should they expect their suppliers to do so?

Good luck with your future!

Q: Thanks ever so much for your help. It is hugely appreciated.

I have made good progress in reading through the material you kindly suggested. I've also been reading the PDFs on the FAQs page. All truly fascinating and insightful. I have struggled to find information like this and really value what you and the team have done.

It is interesting to hear that you wouldn't use the PRS Rate Card. Is there any particular reason? I was recommended to use it as a guide when quoting licenses by other industry professionals. The composer fee is a concept I've heard of but not tried out yet. I have only ever charged a day rate plus license. I think my clients would have a heart attack if I were to quote those kinds of figures. But it is encouraging to know your members are charging and achieving those rates.

Thank you again for making this incredibly valuable resource and for empowering fellow composers. I am glad to have found you.