

# City & Guilds Level 2 Certificate in Essential Skills Communication Sample Paper 5

**Length of assessment: 1 hour 45 minutes**  
**Total marks available: 50 marks**

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## **Source Documents for Section 1 Reading**

These documents are for Section 1 Reading. Please read the documents and then answer the 8 questions.

Question 1 is about document 1.

Questions 2 and 3 are about document 2.

Questions 4 to 8 are about one or both of documents 1 and 2.

**Do not write your answers in this booklet as this will not be marked.**  
**All answers should be written in the space provided on the question paper.**

## **SOURCE DOCUMENT**

**Please DO NOT return to City & Guilds.**  
**Destroy this document locally.**

## Document 1 – web page. Use this document to answer question 1.

http://Legalmusicmatters.com/Legal

# LEGAL MUSIC MATTERS

ABOUT US    LEGAL    OUR TOP BANDS    COMPANY AWARDS    CONTACT US

Considerations when releasing a record

By Vicky Hoops

- 1 **Agreement Between Group Members.** If the group has not already formalised its relationship through, for example, a partnership agreement, there should be a simple contract between the band about how the recording finances will be handled.
- 2 **Managers.** A manager should be employed very early in the band's career, before any recording has taken place. Money from album sales is payable to band members, and often to a band's manager. It is essential the group members negotiate a contract with the band manager early on.
- 3 **Mechanical Licences.** If a band intends to cover another artist's song and include it on an album, a mechanical licence must be obtained from the song writer and the record label who first published the song, authorising the song to be re-recorded and allowing royalties to be paid to the original writer and publisher.
- 4 **Ownership of Songs.** It is vital the band discuss and officially document ownership of any songs written by members. Royalties (payment based on sales or use of a song) are paid to both the songwriter and the record label.
- 5 **Sampling Clearances.** If any sampling is included on the record (using material from another recording), permission must be obtained from the song writer AND the record label that owns that version of the song. Do this early, as the song writer or label may not be willing to issue a licence, or the licencing fee may not be affordable.
- 6 **"Work for Hire" Agreements.** For musicians hired only for the recording, it is wise to have a simple "work for hire" contract, to prevent any possible future claims for royalties. Think also about the recording studio engineers, as without the agreement, they may claim they have ownership rights in the master recordings, and this is something avoidable. Do this BEFORE going into the studio.
- 7 **Producer Agreement.** If an outside record producer is used, have a producer agreement signed, defining what producer royalties will be paid, how the various costs of the recording sessions will be handled, and what money (if any) will be paid in advance. Again, do this BEFORE going into the studio.
- 8 **Distribution.** The more places people can buy the recording, the better. Think about different outlets, from local record shops, to big chains, concerts, iTunes, Amazon or other on-line distributors. Agree a selling price. Having a low price, say £5 for a whole album, might mean many more records are sold.
- 9 **Obtaining a Bar Code.** It might seem strange, but if significant sales are anticipated and record label attention is wanted, it's a good idea to have a barcode on the CD. It means the recording is automatically registered with a company that compiles record sales data based on the scanning of bar codes and they sell that information to all of the major record companies. Without a bar code, sales can be harmed.
- 10 **Formats for Release.** It is quite common to release only a digital format of a song or album. This does save on printing and CD duplication costs. However, it may mean missing out on sales at concerts and record shops, so the recommendation would always be to produce both digital versions and CDs of material. When you do release an album, having an official album launch often generates many sales.

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Document 2 – information leaflet. Use this document to answer questions 2 and 3.

# SELF-RELEASING YOUR ALBUM:

## CAN YOU HIT THE JACKPOT?

### Self Releasing an Album **THE PROS**

#### Keep Your Rights

Forget worrying about confusing contracts with a record label, and accidentally signing over your life, royalties and music. You can decide how your music is used and how much people have to pay, end of story. One of the few contracts your band really needs is agreeing who gets what from the sale of your album. While you're at it, you might as well formally agree how profits from merchandising will be split between you.

If you hit the heights, though, that's when you'll need a manager, as you'll be rushed off your feet. It is very common and worthwhile for them to be included when royalty payments are distributed.

#### Keep the Cash

Ever wonder why some musicians you thought had achieved success are flat broke? Sure, they really shouldn't buy gold plated tanks (ahem, not mentioning any names), but the real reason they are strapped for cash is because they're last on the pay list. Anyone who helps your career gets a cut, but when you're doing it yourself, you get to eat the whole pie.

#### Avoid Using a Publishing Company

A publishing company (often the record label itself) takes 50% of money from sales. Why not be the writer AND the publisher? Then you get 100% of the royalties. This would apply when you sell either CDs or digital downloads, and selling both is definitely what you want to do. If you ever make it to top dog you'll thank yourself that you did.

Use as many sales outlets as possible. And remember - nothing beats good publicity.

Think about advertising. Invite journalists to your gigs. Let people know you have a record out. Book a good venue for your album launch and get those all important initial sales.

In today's market of free music streaming, think about a competitive price for selling your recording to shift more units. Gone are the days of expensive CDs.

### Self Releasing an Album **THE CONS**

#### You've Got to Foot the Bill

One of the main reasons many people want a record deal is so a record label will pick up many of the costs, like PR and advertising. If you release it yourself, the financial burden will be yours alone, and that can be expensive and leave you facing a mountain of debt if you don't sell many records. However, if you do hit the big time, you will be glad you released the album yourself.

Record labels will also have established relationships with CD manufacturers and advertising companies, for example, that often mean reduced rates, since the record labels throw a lot of business their way. When you're establishing yourself, you may be asked to pay upfront for these services, and you can expect to pay full price.

#### You May Not Have the Contacts

Record labels will have a stack of contacts in place that help them promote their releases - media, promoters, agents and so on. If you're new to the music biz, you'll have to build your little black book from scratch. Of course, if you keep plugging away with your music, you'll have your own network of connections and be riding high soon enough. Don't underestimate the time this can take, though.