

Orchestra Appendix 1 – 1.5% Uplift to pay elements effective 1 April 2019

1. TIER RATES 2019. Please refer to Clause 3 of the Contract

EARNINGS READY RECKONER			
The figures below are based on a percentage of 25 days annual leave.			
Weeks Contracted	% of 52 weeks	Weeks Hols due	Total Weeks of Earnings
29	55.8	2.8	31.8
30	57.7	2.9	32.9
31	59.6	3.0	34.0
32	61.5	3.1	35.1
33	63.5	3.2	36.2
34	65.4	3.3	37.3
35	67.3	3.4	38.4
36	69.2	3.5	39.5
37	71.2	3.6	40.6
38	73.1	3.7	41.7
39	75.0	3.8	42.8
40	76.9	3.8	43.8
41	78.9	3.9	44.9
42	80.8	4.0	46.0
43	82.7	4.1	47.1
44	84.6	4.2	48.2

TIER RATES FROM 1 APRIL 2019- 1.5% Increase		
Tier	Weekly Pay	Session Rate
Tier 1	£697.17	£87.14
Tier 2	£629.17	£78.65
Tier 3	£595.15	£74.39
Tier 4	£566.81	£70.85

HALF-SESSION RATE IN ACCORDANCE WITH CLAUSE 6.9

Tier 1	£43.57	Tier 3	£37.19
Tier 2	£39.32	Tier 4	£35.42

CALCULATING YOUR HOLIDAYS BASED ON % OF 25 DAYS ANNUAL LEAVE

[Public Holidays are treated separately]
 Full time equivalent of holidays = 25 days
 25 days divided by 52 weeks = 0.4807
 0.4807 days of holidays accrue for each week worked.
 e.g. 32 weeks x 0.4807 = 15.38 days.
 15.38 days / 5 = 3.1 weeks of holidays due

2. MINIMUM TERMS AND CONDITIONS

The minimum salaries shall not be less than that agreed annually between the Company and the MU and shall be subject to annual review. The Orchestra has a four-tier system in operation and the Company undertakes to preserve the integrity of the system by ensuring that the salary will conform to the designated differentials for each respective tier in relation to the other tiers in the system. This shall be calculated as a percentage figure above the rate for the tier four, according to the following model:

Tier one salary	23% above tier four
Tier two salary	11% above tier four
Tier three salary	5% above tier four
Tier four salary	0%

All pay negotiations shall be of a corporate nature and any pay increases shall be applied to all salaries as a percentage figure across the board, unless otherwise mutually agreed between the Company and the MU.

3. STAGE PAYMENTS. Please refer to Clause 2.5 of Contract.

The musician may be required to play in the following situations, if so the under noted payment will apply per session.

Situation	Payment
Solely off stage	No Payment
Solely on stage, in view of the audience	£9.85
In the Pit and off-stage, not in view of audience	£8.35
In the Pit and on-stage, in view of audience	£12.98
With make-up, wigs, on-stage in view of audience	£6.58
Perform on-stage from memory	£26.23
Costume fitting session	£26.23

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DOUBLING, TRIPLING, OUT OF FAMILY. Please refer to Clause 2.6 of Contract.

When a musician is required to play more than one instrument in a three-hour session, an additional fee of 25% of the session fee will be paid for the second instrument. If the musician is required to play a third instrument in the same session a total payment of 33% of the session fee is paid.

Category A	
Any musician who is required to play more than one Category A instrument, as defined by the composer, in any session shall be paid a 'doubling' fee. Only Category A instruments will be treated as doubling or tripling instruments for the purposes of this clause.	
Category B	
No musician shall be obliged to play a Category B instrument. However, by mutual consent between the individual musician and the Company, a category B instrument may be played, in which case the musician will be paid a 'doubling' fee. Instruments in this category shall not be treated as doubling or tripling instruments for the purposes of this clause.	
Category C	
No musician shall be obliged to play a Category C instrument, or any other instrument that does not appear in the under noted list of instruments. However, by mutual consent between the individual musician and the Company, an instrument in this category may be played, in which case any additional payment would be subject to negotiation between the musician and the Company. Instruments in this category shall not be treated as doubling or tripling instruments for the purposes of this clause.	
Flute [Tier 1 and Tier 2]	
Category A:	Flute, Piccolo, Alto Piccolo, Alto Flute, Bass Flute, Eb Flute, Military (low C) Boehm system piccolo.
Category B:	Tin Whistles, Kazoo, Swanee Whistle, Single-Note Whistles, Recorder, Fifes, Nose Flute.
Category C:	Contrabass Flute, Baroque Flute, Renaissance Flute, Flute d'Amore, Ethnic Flute, Pan Pipes, Saxophone, Non-Flute Family Instrument.
Oboe [Tier 1 and Tier 2]	
Category A:	Oboe, Cor Anglais, Oboe d' Amore.
Category B:	
Category C:	Bass Oboe, Heckelphone, Recorder.
Clarinet [Tier 1 and Tier 2]	
Category A:	Boehm System Clarinets as follows: Bb Clarinet, A Clarinet, C Clarinet, D Clarinet, Eb Soprano Clarinet, Bass Clarinet in A & Bb, Eb Alto Clarinet, Bass Horn in F, Contrabass Clarinet in Bb, Bass Clarinet in A & Bb, Contralto Clarinet in Eb. Any Clarinet pitched not more than a semi tone apart and in the same octave will be treated as one instrument (with exception of Eb Alto). The following instruments will be treated as one instrument: Bb Clarinet, A Clarinet.
Category B:	Saxophone, Sopranino Clarinet in Ab.
Category C:	Non-Boehm System Clarinets, Taragato, Clarina, Holztrompete and other related instruments.
Bassoon [Tier 1 and Tier 2]	
Category A:	Bassoon, Contra Bassoon
Category B:	
Category C:	Heckelphone, French Bassoon, Sarrusaphone, Serpents
Horn [Tier 1, Tier 2 and Tier 3]	
Category A:	F/Bb Horn, Bb/F Alto Horn
Category B:	Wagner Tuba
Category C:	All period instruments and Vienna Horn
Trumpet [Tier 1 and Tier 2]	
Category A:	Trumpets Bb, C, Eb - each of these instruments will be treated as if playing one instrument
Category B:	Rotary Valve Trumpet in Bb, C, D and Eb - each of these instruments will be treated as if playing one instrument. Trumpet in D, Cornet
Category C:	Piccolo Trumpet, in G, A and Bb, - each of these instruments will be treated as if playing one instrument. Posthorn, Flugelhorn, Fanfare Trumpet, Natural Trumpet.
Trombone [Tier 1 and Tier 2]	
Category A:	Tenor Trombone,
Category B:	Alto Trombone, Narrow Bore Trombone Bass Trombone.
Category C:	Valve Trombone, Euphonium, Bass Trumpet, Sackbutt, German Trombone
Bass Trombone [Tier 2]	
Category A:	Bass Trombone
Category B:	Contrabass Trombone, Narrow Bore Bass Trombone, Euphonium, , Cimbasso
Category C:	Sackbutt, Dung Chang, German Trombone, Valve Trombone
Tuba [Tier 1]	
Category A:	Eb Tuba, F Tuba,

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Category B:	C Tuba, Bb Bass Tuba, Cimbasso,
Category C:	Sousaphone, Ophicleide, Euphonium.
Harp [Tier 1]	
Category A:	Double Action Concert Harp
Category B:	
Category C:	Clarsach, Single Action Harp, Chromatic Harp, Double Harp.
Timpani [Tier 1] and Percussion [Tier 1]	
<i>Category A:</i>	<p>Timps: Will be required to play 4 Timps. If required to play instruments in any of the undernoted Groups, an additional payment will be made as follows: 10% for all instruments in Group 1, 15% for all instruments in Group 2, 20% for all instruments in Group 3.</p> <p>Percussion: Will be required to play all instruments in Group 1 (except 5th Timp). If required to play instruments in any of the undernoted Groups, an additional payment will be made as follows: 10% for all instruments in Group 2, 15% for all instruments in Group 3, 20% for all instruments in Group 4</p>
Group 1:	Concert Bass Drum Snare/Tenor Drums, Roto Toms, Concert Toms Chinese Toms, Tabor, Tambourine Provençal, Tambourines, Triangle Finger Cymbals, Clash+ Suspended (inc Chinese) Whips (wooded) Wood/Temple/Granite Blocks, Castanets, Ratchets Glass/Shell/Wood Chimes, Tam Tams, Thunder Sheet, Anvils, Sistrums, Log Drums, Sirens, 5 th Timp.
Timpani [Tier 1] and Percussion [Tier 1]	
Group 2:	Glockenspiel, Xylophone, Marimba, Bass Marimba, Tubular Bells Vibraphone, Tuned Gongs, Bell Plates, Tubaphone, Waterphone, Motor Horns, BooBams, Lujons, Flexitones, Baroque Timpani
Group 3:	Bongos, Congas, Timbales, Caxixi, Latin Cow/Agogo Bells, Cabasa, Claves, Mark/Bell Tree, Vibra Slap, Kokiriko, Guiros, Rain Sticks, Torpedos, Maracas, Talking Drum, Lions/Bulls Roar.
Group 4:	Pedal and Hand Tune Timpani. (Only Percussion).
Category B:	Set of Gamelon Gongs, Melodic Kalimba, Bones, Cat O'Nine Tails, Baroque Timpani
Category C:	Drum Kit – Traps, Tabla, Darabuka, Steel Drums, Berimbau, Cimbalom, Zither, Bottlephone.
All Players except Timpani and Percussion (Tiers 1 – 4)	
Category C:	Period Instruments, Percussion. Excluding Baroque Timpani

4.1 FEE FOR DOUBLING OR TRIPLING

Tier	From 1 April 2019– 1.5% increase				*Tier 4 Players are not normally required to Double
	Weekly Pay	Session	Doubling 25%	Tripling 33%	
Tier 1	£697.17	£87.15	£21.79	£28.76	
Tier 2	£629.17	£78.65	£19.66	£25.95	
Tier 3	£595.14	£74.39	£18.60	£24.55	
Tier 4	£566.81	£70.85	£17.71	£23.38	

The Doubling and Tripling rate for Concerts during contracted weeks of work will be 10% of the Session Fee for Doubling and 15% of the Session Fee for Tripling.

5. SITTING-UP

A Sitting-up Fee will be paid, subject to the conditions of Clause 2.3 of your contract of Employment. The fee paid is the differential between your Tier Session Fee, and the higher Tier Session Fee as follows:

From 1 April 2019– 1.5% increase			
Tier	Weekly Salary	Session Fee	Sitting Up Fee
Tier 1	£697.17	£87.15	N/A
Tier 2	£629.17	£78.65	£8.50
Tier 3	£595.14	£74.39	£4.25
Tier 4	£566.81	£70.85	£3.54

5.1 READY RECKONER FOR SITTING-UP SESSIONS

Weeks contracted	Maximum Sessions	Maximum number of sessions to Sit-Up	Weeks contracted	Maximum Sessions	Maximum number of sessions to Sit-Up
29	232	41	34	272	46
30	240	42	35	280	47
31	248	43	36	288	48

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32	256	44
33	264	45

37	296	49
38	304	50

6. COVER FEES FOR REHEARSAL AND PERFORMANCE OF ORO OR CHAMBER OPERA IN CONTRACTED WEEKS

By mutual consent between the individual musician and the Company, a Tier 3 or Tier 4 musician could rehearse and/or perform as a cover within the terms of the contract. If he/she is required to rehearse and/or perform, a fixed rate is paid. This rate will be increased as part of the annual wage negotiation. Please refer to Clause 11.4 and Clause 12.4 of Contract.

Circumstances	Rehearsal Fee	Performance Fee
Tier 3 cover for Tier 2	£11.67	£21.73
Tier 3 cover for Tier 1	£21.15	£32.60
Tier 4 cover for Tier 2	£21.15	£32.60
Tier 4 cover for Tier 1	£31.75	£43.48

7. SICK PAY. Please refer to Clause 22 of the Contract

Service at commencement of absence from duty	Entitlement for full time contract (column 1 plus column 2)		Pro rata of entitlement Based on 28 weeks = 53.8%
Less than 8 weeks	SSP	SSP	SSP
8 weeks-26 weeks	1 wks full pay	1 wks half pay	0.53% of weekly pay plus 0.53% of half week pay
26 weeks – 1 year	5 wks full pay	5 wks half pay	2.7 wks full pay, 2.7 wks of half pay
1 year and less than 2	9 wks full pay	9 wks half pay	4.8 wks full pay, 4.8 wks of half pay
2 years and less than 3	18 wks full pay	18 wks half pay	9.7 wks full pay, 9.7 wks of half pay
3 years and less than 5	22 wks full pay	22 wks half pay	11.8 wks full pay, 11.8 wks of half pay
5 years or more	26 wks full pay	26 wks half pay	14 wks full pay, 14 wks of half pay

8. DRESS. Please refer to Clause 18 of the Contract

The dress code is as specified below, and in addition, the Orchestra and Concerts Director will advise the dress requirements of special projects as necessary.

Activity	Ladies	Gentlemen
Opera Performance	Minimum knee length black dress, or suitable black top and black tailored trousers	Black or white dinner suit jacket and dinner suit trousers, black shirt, or white shirt with bow tie or straight tie
Concerts	Appropriate length dress or suitable black top and black tailored trousers, or long self-coloured dress	Tails, black dinner suit with black shirt and black straight tie, or black shirt. White dinner jacket, white shirt and white or black bow tie
Education /Community Concerts	Appropriate dress will be agreed and advised in advance of each project.	

9. PORTERAGE. Please refer to Clause 16.4 of the Contract

The Porterage Allowance is as follows:

Category	Instrument	Payment
Category 1	Cello, 2 Saxophones, Baritone Saxophone, Contra Bassoon, Contra Trombone	£18.33
Category 2	Double Bass, Tuba, Cimbasso	£25.09
Category 3	Harp	£33.58

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TRAVEL, TOURING & MEAL ALLOWANCES. Please refer to Clauses 15 and 16 of the Contract.

10.1 UK Theatre Opera & Dance Touring Allowance rates for period from 1 October 2019:

	Description	Payment
ORO / Concerts / Education	Early start payment	*£6.30
	Late return payment	*£16.71
	Meal allowance 1 [absent from Glasgow for more than four hours]	†£12.42
	Meal allowance 2 [absent from Glasgow for more than six hours]	†£18.30
Opera	UKT Touring nightly rate – (for 1–5 nights)	£61.30
	UKT Touring weekly rate	£67.81
	UKT Uplifted rates – Nightly; (Aberdeen, Birmingham, Manchester, Glasgow, Inverness, Bath, Milton Keynes, Oxford)	£76.62
	UKT Uplifted rates – Weekly; (Aberdeen, Birmingham, Manchester, Glasgow, Inverness, Bath, Milton Keynes, Oxford)	£459.76
	UKT London nightly (inclusive of London Boroughs)	£81.72
	UKT London weekly	£467.53
Distance Allowance for Chamber Opera, ORO, Concerts, Education and Outreach when not part of annual contracted weeks		
Per mile of required travel as per ABO MU/Casual Concerts Agreement April 2018 -2020		*16p per mile

*Early start, Late return and Distance Allowance are taxable allowances

†Meal allowances are tax exempt up to HMRC benchmark rates

10.2 Touring Allowance Policy and Procedure

Touring Allowance Policy and Procedure is in place to ensure the Company complies with HMRC. Scottish Opera is required to provide receipts for any tax and NIC-free part-of-Touring Allowance paid when the company is on tour. Any un-receipted amount of the touring allowance paid will be subject to deduction of tax and NIC.

The policy applies to Musicians in the Orchestra of Scottish Opera and is specifically for travel including time spent travelling, meals, and accommodation expenses incurred when on tour with Scottish Opera. This policy is relevant only for reconciliation of expenses when musicians are working away from Glasgow, and is effective from April 2017, with 25 May 2017 being the first day of the new process of touring allowance for musicians.

10.3 The Process for Touring Allowance

- 10.3.1 All eligible musicians receive the relevant touring allowance for the period on tour. Touring Allowance is paid weekly by BACS, one week in advance.
- 10.3.2 Travel payments, based on standard rail fare, are an additional sum paid at the same time as touring allowance. Receipts for this travel are required as part of the final reconciliation calculation at the end of each tour.
- 10.3.3 Musicians should collect receipts for all tax-exempt qualifying expenses. If receipts are not submitted, the un-receipted part of the Touring Allowance payment will have tax and NIC deducted retrospectively. Travel and accommodation receipts are submitted with a completed and signed touring allowance claim form. Travel receipts may be submitted in lieu of accommodation receipts. Receipts are aggregated across the tour period.
- 10.3.4 The HMRC benchmark rate of £15 per day for meals (from within the touring allowance advanced) will be paid free of tax and NIC. The use of the HMRC benchmark rate means that receipts for food and drink are not required to be included as part of the Touring Allowance Claim Form. Musicians can spend more than £15 per day of the Touring Allowance payment on food and drink but only £15 of the total payment will be paid free of tax and NIC for simplicity.
- 10.3.5 Musicians submitting receipts must collect and keep meal and drinks receipts and retain these separately. These receipts may be required later for checking as part of the random sampling exercise of employee expenses required to fulfil HMRC regulations.
- 10.3.6 At the end of each tour, musicians submitting receipts should complete and sign a Touring Allowance Claim Form, attach the relevant receipts, and submit the form to the orchestra office for processing.
- 10.3.7 Seven days after the end of the tour, collected receipts should be submitted to the orchestra office (8 days maximum timescale if adjacent to non-contracted period.) Musicians will be notified by the Orchestra Department of problems with any receipts submitted within seven days of the receipts submission deadline.

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Thereafter the claim form and receipts will be passed to the finance team who will complete the reconciliation process.

- 10.3.8 Reconciliation of expenses: fifteen days after the end of the touring period, the value of any un-receipted touring allowance is treated as additional income and will require deductions of tax and NIC. This deduction is made automatically by Finance from the first available pay after the end of the reconciliation process. If no claim form or receipts are submitted, the full Touring Allowance amount, including the £15 benchmark rate, will have tax and NIC deducted retrospectively. Receipts will be returned to players who request this within a month.

What qualifying receipts are required by the Company in order to make expense payments free of tax and NIC?

Qualifying receipts required by Scottish Opera to meet HMRC regulations are for accommodation and travel, public transport, taxis, mileage, fuel, and parking charges where these are incurred as part of the business journey when on tour for Scottish Opera. When VAT receipts are not available, for example, if staying in a B&B or with an acquaintance, the homeowner may use a pre-printed receipt book from stationers, rather than customised stationery. Such receipts must contain the name and address of the accommodation and dates. Mileage claims for qualifying journeys must be detailed in the Touring Allowance Claim Form.

Use of own vehicle for work-related journey

Drivers who choose to use their car for qualifying journeys will adhere to the normal conditions that apply when using personal vehicles for business travel. Musicians who choose to do this will be required to complete a declaration form, and will supply original documents for checking prior to the commencement of the tour, and at intervals, whenever insurance policies are renewed or changes occur (e.g. an MOT required).

Mileage claims

Mileage claims can be included as a qualifying expense from touring allowance. The distance of the journey taken is logged on the claim form, and the mileage rate is in accordance with HMRC rates. The rate is 45p per mile, up to 10,000 miles, once over 10,000 miles, the rate drops to 25p per mile. The HMRC mileage rates are set for all business travel, not solely for mileage for work undertaken when employed by Scottish Opera. HMRC requires employees who claim business mileage to keep a record of the mileage, plus fuel receipts.

HMRC Benchmark Rates

When Musicians are eligible for tax-exempt expenses for activity detailed in Clause 15.2 of the terms and conditions, the UKT touring allowance will not apply. When employees are required to be away from Glasgow to undertake their normal duties for part of a working day, the tax-exempt part of expenses reimbursed will be in accordance with the HMRC benchmark rates.

Meal Allowance Rule

- £5 When working 5 hours away from work base An additional £10 paid if working late.
£10 When working 10 hours away from work base
£25 When working 15 hours away from work base, that extends beyond 8 pm

AUDITIONS

11.1 AUDITIONS DURING CONTRACTED WEEKS OF WORK

When Auditions are required in a contracted week of work, and only when the total number of sessions in the week exceeds eight sessions, the extra sessions will be paid according to the session fee below. [These fees are based on the 2010 Extra and Deputies Opera Fees]

FREELANCE E&D OPERA RATES		Session Fee	Holiday pay 12.07%	Total Fee
Section Principal	Tier 1	£84.84	£10.24	£95.08
Principal	Tier 2	£75.88	£9.16	£85.04
Sub-Principal	Tier 3	£72.93	£8.80	£81.73
Rank & File	Tier 4	£69.96	£8.44	£78.40

11.2 AUDITIONS OUT WITH CONTRACTED WEEKS OF WORK

- 11.2.1 When auditions occur out with the contracted weeks of work, each session will be paid according to the Extra & Deputies Opera Fees as above, except when the terms noted in Clause 11.2.2.in the Appendix applies.

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11.2.2 When auditions occur out with the contracted weeks of work for the Orchestra, and travel is required to London to undertake the auditions, a daily fee, inclusive of distance allowance of £200 will be paid for your services. Please refer to Appendix 1, Clause 10 above.

For example, London Auditions may be scheduled as follows:

- If required, half daily fee for pm outward travel prior to the day of auditions
- Daily fee for Auditions and return travel. [If travel delayed until next day, additional half day fee paid]

11.2.3 Meal allowances and out of pocket expenses will be paid, together with UKT subsistence if appropriate, according to Clause 10 of Appendix 1.

12 CHAMBER OPERA AND ORO OUTSIDE OF CONTRACTED WEEKS

When scheduled and contracted for the above work activity, and only in accordance with Clauses 11.5.2, and 12.6.2. of the terms and conditions, the undemoted fees will be paid. A 25% enhancement of the fee is provided only when Chamber Opera or ORO is paid by sessions.

CHAMBER OPERA & ORO		Session Fee	Holiday pay 12.07%	25% enhancement of Fee	Total Fee
Section Principal	Tier 1	£84.84	£10.24	£21.21	£116.29
Principal	Tier 2	£75.88	£9.16	£18.97	£104.01
Sub-Principal	Tier 3	£72.93	£8.80	£18.23	£99.96

12.1 CHAMBER OPERA AND ORO OUTSIDE OF CONTRACTED WEEKS

SEATING & BALANCE		Session Fee	Holiday pay	Total Fee
Section Principal	Tier 1	£20.43	£2.47	£22.90
Principal	Tier 2	£18.79	£2.27	£21.06
Sub-Principal	Tier 3	£17.70	£2.14	£19.84

13 CONCERTS OUTSIDE OF CONTRACTED WEEKS

When scheduled and contracted for Concerts, Education or Outreach out with the annual contracted weeks, the fees paid are as follows:

13.1 REHEARSAL AND CONCERT – OR TWO REHEARSALS FOR A CONCERT

CONCERTS, EDUCATION AND OUTREACH						
		Rehearsal & Concert	Holiday Pay 12.07%	Total Fee	Doubling 10% of fee	Tripling 15% of fee
Section Principal	Tier 1	£127.15	£15.35	£142.50	£12.71	£19.07
Principal	Tier 2	£106.06	£12.80	£118.86	£10.61	£15.91
Sub-Principal	Tier 3	£95.56	£11.53	£107.10	£9.56	£14.33
Rank & File	Tier 4	£91.97	£11.10	£103.07	N/A	N/A

13.2 REHEARSAL ONLY

A single concert rehearsal scheduled on a day with no other work will be paid an additional 60% of the relevant Rehearsal & Concert fee.

CONCERTS, EDUCATION AND OUTREACH			Total for rehearsal only				
		Rehearsal only	Holiday Pay 12.07%	Total Fee	Additional 60% of Rehearsal Fee	Doubling 10% of Fee	Tripling 15% of Fee
Section Principal	Tier 1	£76.28	£9.21	£85.49	£45.77	£7.63	£11.44
Principal	Tier 2	£63.58	£7.67	£71.25	£38.15	£6.36	£9.54
Sub-Principal	Tier 3	£57.36	£6.92	£64.28	£34.41	£5.74	£8.60

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Rank & File	Tier 4	£52.68	£6.36	£59.04	£31.61	N/A	N/A
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13.3 Chamber Opera, ORO, Concerts, Education and Outreach work out with the annual contracted weeks will if appropriate attract a distance allowance. Please refer to Travel, Touring & Meal Allowances table in Appendix 1.

14 MEDIA TERMS AND CONDITIONS

14.1 DEFINITIONS

“Audio-only Recording”	shall mean an audio-only recording of musical performances by the Orchestra.
“Audio-visual Recording”	shall mean an audio-visual recording of musical performances by the Orchestra.
“Concert”	shall mean a non-staged performance by the Orchestra (whether accompanying opera or not).
“Dress Rehearsal Recording”	shall mean an Audio-only Recording or an Audio-visual Recording of a dress rehearsal.
“Net Receipts”	shall mean 50% (fifty per cent) of the gross income actually received by the Company from exploitation of each of the Recordings after deduction of all costs and expenses actually and necessarily incurred by the Company in order to generate such income but excluding the Company’s overheads.
“News Recordings”	shall mean Audio-visual Recordings and Audio-only Recordings that are made in accordance with sub-clause 14.5(a)
“Orchestra Participant”	shall mean those Orchestra musicians who are directly involved in the making of a Recording and whose involvement is royalty-bearing in accordance with the terms of their engagement by the Company.
“Orchestra year”	shall mean the period in each calendar year during the Term (equivalent to the Orchestra year) from 1st April to 31st March.
“Production”	shall mean a Main-Scale Production, Medium-Scale Production, Small-Scale Production, Education Project or a Concert by the Company.
“Production Rehearsal”	shall mean a rehearsal for a Main-Scale Production, Medium-Scale Production, Small-Scale Production, Education Project or a Concert by the Company. For avoidance of doubt, a Production Rehearsal for the purposes of this Agreement refers to rehearsals that take place prior to the opening night of the Production, excluding the Dress Rehearsal.
“Recording”	shall mean an Audio-only Recording or an Audio-visual Recording or a Studio Recording or a Rehearsal Recording or a News Recording.
“Rehearsal and Education & Outreach Activity Recording”	shall mean an Audio-only Recording or an Audio-visual Recording of a rehearsal involving the Orchestra, excluding the Dress Rehearsal and rehearsals by the Orchestra alone, and/or Education & Outreach activity.
“Royalty”	shall mean a share of the Net Receipts income received for a Recording such share being calculated by dividing the Net Receipts income received for that Recording equally between the Orchestral Participants in that Recording
“Scratch Recording”	shall mean a Visual, Audio-visual or Audio-only recording made with a single camera or a simple sound recording device of a standard necessary for reference only in order to assist and refine a production, which shall be destroyed within five (5) days of its being made.
“Studio Session”	shall mean a session in which the Orchestra is recorded while not playing to a live audience.
“Studio Recording”	shall mean an Audio-only Recording of one or more recording studio sessions by the Orchestra.
“Term”	shall mean the period from of five (5) years commencing on 2 nd April 2018 and terminating on 31 st March 2023 with a review completed by 31 st December 2022.

14.2 LIVE PERFORMANCE RECORDINGS OF THE ORCHESTRA

- a) In any one Orchestra year during the Term the Company shall be entitled to make:
- (i) An Audio-visual Recording of one (1) Main Scale Production, or (1) Medium Scale Production, or (1) Small Scale Production, or (1) Education Project or Concert; and
 - (ii) An Audio-only Recording of one (1) Main Scale Production, or (1) Medium Scale Production, or (1) Small Scale Production, or (1) Education Project or Concert.
- (b) For the purposes of making a Recording of a Main Scale Production, Medium Scale Production, Small Scale Production, Education Project or a Concert, the Company may record up to three (3) scheduled live performances in front of a paying audience and use edited extracts from each of such three (3) recorded performances. For the avoidance of doubt, the Company shall not be entitled to patch any part of a Rehearsal Recording or Dress

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Rehearsal Recording into a Recording of a Main Scale Production, Medium Scale Production, Small Scale Production, Education Project or a Concert.

- (c) Each Recording of a Main Scale Production, Medium Scale Production, Small Scale Production, Education Project or Concert may be exploited as follows:
- (i) one (1) audio-visual transmission on a UK Network television channel (i.e. BBC1, BBC2, ITV1, Channel 4 (which includes S4C) and Five) either simultaneously or non-simultaneously with the performance(s) of the relevant Main Scale Production and one (1) further repeat transmission on the commissioning broadcaster's own network/regional channel, secondary channel or regional broadcast area. For the avoidance of doubt, references in this Agreement to a UK Network television transmission (including in respect of repeats and educational purposes) shall include rights to one thirty (30) day catch up period;
 - (ii) one (1) audio-visual transmission on a UK All Other Television channel (i.e. all UK television excluding BBC1, BBC2, ITV, Channel 4 (which includes S4C) and Five) either simultaneously or non-simultaneously with the performance(s) of the relevant Main Scale Production. For the avoidance of doubt, references in this Agreement to a UK All Other Television transmission (including in respect of repeats and educational purposes) shall include rights to one thirty (30) day catch up period;
 - (iii) live audio-visual relay to UK Cinemas;
 - (iv) live audio-visual relay to Big Screens in the UK;
 - (v) the sale or rental of audio-visual recording on videogram / DVD/ DTO (download-to own) to the general public throughout the world for viewing in the home;
 - (vi) the sale or rental of audio only recording sound file /CD / DTO to the general public throughout the world for listening to in the home;
 - (vii) audio only and/or audio-visual worldwide communication to the general public by being made available on demand, paid for or free, whether by electronic transmission by wire or wireless means, including but not limited to internet, wire, fibre, cable, satellite and other telecommunication systems.
- (d) Any Audio-visual Recording or Audio-only Recording made for the purposes set out in 14.2 (c) beyond the limits set out in this clause will be paid and contracted under the Musicians' Union/PACT Agreement.
- (e) Not less than seven (7) days' notice will be given to the Orchestra of any recording made under this clause, in all instances the Company will give as much notice as possible.

14.3 STUDIO AUDIO-ONLY RECORDINGS OF THE ORCHESTRA

- (a) In any one Orchestra year during the Term the Orchestra shall make itself available for up to twelve (12) Studio Sessions for the purposes of making Studio Audio-only Recordings subject to the following:
- (i) a Studio Session shall be either three (3) hours in length with a maximum recording time of twenty (20) minutes or two (2) hours in length with a maximum recording time of ten (10) minutes it being understood that if two (2) or more Studio Sessions are booked consecutively as a block the recording time from each of them may be pooled so as to run concurrently;
 - (ii) a maximum of two hundred and forty (240) minutes may be recorded in each Orchestra year during the Term for the purposes of making Studio Recordings (i.e. equivalent to three (3) albums of Studio Recordings each lasting eighty (80) minutes).
- (b) Each Studio Recording may be commercially exploited by means of the manufacture of sound carriers (e.g. CD) or non-physical sound carriers (e.g. downloads) reproducing such Studio Recording and their distribution for sale and/or rental to the general public or use for education community outreach purposes. Any additional means of commercial exploitation of a Studio Recording (e.g. interactive, backing track, video or synchronisation usage) shall be subject to the terms of the Musicians' Union/BPI Agreement and any additional fees set out therein.
- (c) The Company shall be entitled to use extracts from any of the Recordings in compilation products in any of the formats covered by these Media Terms and Conditions and extracts of up to ten (10) minutes for promotional and advocacy purposes.
- (d) The Company shall be entitled to make a Studio Audio-only Recording of short musical extracts of up to 2 minutes from current opera repertoire for use as a production device in a Main Scale Production of the same e.g. for music to sound as if it is emanating from a radio or gramophone on stage in a live performance.

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- (e) Any Studio Sessions booked for the purposes of making Studio Audio-only Recordings beyond the limits set out in 14.3 (a) above will be paid and contracted under the Musicians' Union/BPI Agreement.
- (f) Not less than twenty-eight (28) days' notice will be given to the Orchestra of any recording made under this clause.

14.4 REHEARSAL AND EDUCATION & OUTREACH ACTIVITY RECORDINGS

- (a) In any one Orchestra year during the Term, the Company shall be entitled to make Rehearsal and Education & Outreach Activity Recordings of up to a maximum of ten (10) scheduled rehearsals, (excluding rehearsals by the Orchestra alone), and/or Education & Outreach activity for use only in documentaries, or the Company's own publicity and advocacy material with a maximum total recording time of thirty (30) hours across these ten (10) rehearsals or Education & Outreach activities in total (i.e. a total recording time of thirty (30) recorded hours in each Orchestra year).
- (b) Extracts from each Recording of up to ten (10) minutes in duration may be incorporated into documentary audio visual programmes or the Company's own publicity material, including the Company's own website, the Company's use for advocacy purposes, artist profiles, arts and culture themed programming, where the Company is featured, documentary programmes which focus on the Company, interval or 'bonus' material supporting an Audio-visual Recording of a Main Scale Production.
- (c) Education & Outreach Activity Recordings may be kept in their entirety by the Company for advocacy, archive, and reference purposes. For the avoidance of doubt, Education and Outreach Activity Recordings include recordings of performances such as Dementia Friendly and Unwrapped.
- (d) Composer Archive Recording: audio only or audio-visual recording of a performance of a composer's own work for the composer's personal archive or promotional uses only. Rights in each recording will remain with Scottish Opera and the composer will be licensed for personal or promotional use. Where Scottish Opera or the composer uses a recording for promotional purposes its use shall be limited to the promotion of Scottish Opera or the composer and shall not be used for third party promotion. Audio-visual recordings will where possible, be watermarked throughout their duration to deter unauthorised uses.
- (e) The Company shall be entitled to use (and permit third parties to use) Rehearsal Recordings for the following purposes only:
 - (i) documentary programmes which focus on the Company;
 - (ii) the Company's own publicity material;
 - (iii) the Company's use for advocacy purposes
 - (iv) as a Company archive of Education and Outreach activity (as defined in clause 14)
 - (v) artist profiles;
 - (vi) arts and culture themed programming where the Company is featured;
 - (vii) interval or 'bonus' material supporting a recorded production.
- (f) Not less than seven (7) days' notice will be given to the Orchestra of any recording made under this clause.

14.5 NEWS RECORDINGS

- (a) During the Term the Company shall be entitled to make News Recordings or to invite others to make their own News Recordings in accordance with the Musicians Union News Access Code of Practice 2010 provided that the maximum recording time of each News Recording shall be sixty (60) minutes.
- (b) Each News Recording may be broadcast by a broadcaster in accordance with the Musicians' Union News Access Code of Practice 2010, for network news bulletins, local news bulletins and 'round-ups' and arts and music magazine programmes and listings programmes provided that the maximum transmission time of performances by the Orchestra included in each such programme shall be limited to two (2) minutes, subject to the following limits:
 - (i) one minute of recorded performance where the music is featured (i.e. not background or incidental);
 - (ii) one minute of recorded performance where the music is not featured (e.g. as background to an interview or voice over);

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- (iii) in the event of the transmitted duration of the performance of members of the Orchestra exceeding the transmission time limits specified above the members of the Orchestra shall receive a payment of appropriate fees;
- (iv) all further and secondary exploitation of the News Recordings shall require prior discussion with the Orchestra's Musicians' Union Steward, and agreement being reached with the Musicians' Union.

14.6 DRESS REHEARSAL REFERENCE RECORDINGS

- (a) The Company shall be entitled to make Dress Rehearsal Recordings of the dress rehearsals of all opera productions, i.e. Main Scale, Medium Scale, Small Scale, Education Project or a Concert by the Company subject to the following conditions:
 - (i) a Dress Rehearsal Recording may only be made during a scheduled rehearsal and at a time in respect of which the members of the Orchestra will be paid salary;
 - (ii) each Dress Rehearsal Recording shall be of a standard necessary for reference only and shall be watermarked;
 - (iii) no copies shall be made of any Dress Rehearsal Recording, except for archive or technical purposes;
 - (iv) the making of a Dress Rehearsal Recording shall not affect the performance for which the members of the Orchestra are contracted (e.g. by changing the seating or lighting or any other similar factor) nor shall any "retakes" be required of the members of the Orchestra for the purpose of making a Dress Rehearsal Recording;
 - (v) any member of the Orchestra may view a Dress Rehearsal Recording on the Company's premises subject to making a request for same to the General Director of the Company;
 - (vi) under no circumstances shall a Dress Rehearsal Recording leave the Company's premises without the prior written approval of the General Director of the Company.
- (b) Not less than seven (7) days' notice will be given to the Orchestra of any recording made under this clause. In exceptional circumstances only (e.g. illness of a cast member or technical malfunction) the Company reserves the right to undertake the archive filming at an alternative rehearsal or performance, and will notify the members of the orchestra as soon as possible in such event.

14.7 SCRATCH RECORDINGS

- a) The Company shall be entitled to make an Audio-only or Audio-visual Recording of any Production Rehearsal for use as a "scratch tape" in order to help directors, producers and composers finalise details of such Production subject to the same being destroyed within five (5) days of it being made.
- b) The Company shall also be entitled to make an Audio-visual Recording of the Pre-General Rehearsal, and the Dress Rehearsal, and a performance where there is a change of cast of each main scale opera production, that is conducted by the Music Director of the Company exclusively for the sole use of the Music Director of the Company in order to review and revise the musical direction of the production subject to the same being destroyed within five (5) days of it being made.
- c) Visual, Audio-visual or Audio-only scratch tape recordings will be made with a single camera or a simple sound recording device of a standard necessary for reference only.
- d) Any Audio-visual Recording or Audio-only Recording made for the purposes set out in 14.7(a) beyond the limits set out in this clause will be paid and contracted under the Musicians' Union/PACT Agreement.
- e) Not less than seven (7) days' notice will be given to the Orchestra of the intention to make a scratch recording under this clause.

14.8 OTHER USES OF THE RECORDINGS

- (a) The Company may not make any use of the Recordings which is not specifically permitted under these Media Terms and Conditions unless such use is either the subject of a separate agreement between the Company and the Musicians' Union or the members of the Orchestra involved receive additional payments under the appropriate Musicians' Union Agreement (e.g. PACT, BPI, BBC, ITV, IPA).

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- (b) The Company may not use any Recordings made under these Media Terms and Conditions for the purposes of assessing the performance or the capability of any member of the Orchestra.

14.9 ROYALTIES AND ACCOUNTING

- (a) In respect of all income that is actually received by the Company and that is directly attributable to the exploitation of the Recordings that are made under these Media Terms and Conditions, the members of the Orchestra shall be entitled to receive the Royalty in respect of the Net Receipts.
- (b) The Company shall make and maintain an accurate list of all the members of the Orchestra who perform on each Recording made under these Media Terms and Conditions for the distribution of the appropriate monies to the relevant parties.
- (c) Within ninety (90) days of 30th September in each calendar year the Company shall account to the members of the Orchestra in respect of the monies due to the members of the Orchestra hereunder in respect of the period of twelve (12) calendar months up to 30th September along with remittance of any monies due (if any).

14.10 COLLECTING SOCIETIES: EQUITABLE REMUNERATION

- (a) In the event that the members of the Orchestra are entitled by law to receive from domestic or foreign collecting societies equitable remuneration, or other forms of income in respect of the recording of their performances in accordance with these Media Terms and Conditions that is additional to that arising under these Media Terms and Conditions, nothing contained in these Media Terms and Conditions shall prevent the members of the Orchestra from laying claim to the same. The members of the Orchestra shall not be obliged to account to the Company for any such income to which the members of the Orchestra are entitled.
- (b) The Company shall make and maintain an accurate list of all the members of the Orchestra who perform on each Recording that is made under these Media Terms and Conditions to assist collecting societies in identifying those members of the Orchestra whose performances are on a particular Recording.
- (c) The Company is authorised to disclose all necessary information about the members of the Orchestra to the relevant collecting societies to assist such collecting societies in identifying those who are entitled to receive payments from such collection societies.

14.11 WARRANTIES

Each member of the Orchestra warrants and undertakes that:

- (a) he or she shall participate in the making of the Recordings and shall consent to all uses as specified in these Media Terms and Conditions in the normal duties of his/her employment with the Company which is covered by payment of salary without any additional payment by the Company other than as specified in respect of performances recorded in accordance with these Media Terms and Conditions;
- (b) the Company shall not be required to obtain any written consent from those members of the Orchestra in respect of the Company's rights under these Media Terms and Conditions provided that nothing in this agreement shall restrict the rights of performers and/or the Musicians' Union laid down in the Copyright Designs and Patents Act 1988 as amended.

14.12 THIRD PARTIES

The Company shall be entitled to license or to assign otherwise to authorise any third party to exploit the Company's rights under these Media Terms and Conditions.

14.13 REVIEW

There shall be a substantive review of these Media Terms and Conditions no later than 31st December 2022, that being three (3) months prior to the end of their operation, at which point both the Company and the Musicians' Union shall enter into good faith negotiations and shall give consideration to extending the Term of these Media Terms and Conditions.

14.14 REPORTING BY GENERAL DIRECTOR OF THE COMPANY

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The General Director of the Company shall report to the Orchestra Player's Committee not less than two (2) times in each calendar year on the future plans for the making of Recordings and the accounting procedures referred to in clause 14.9 of these Media Terms and Conditions in order to ensure that accounting is undertaken in a transparent manner.

15. CAPABILITY POLICY

15.1 INTRODUCTION

Musicians have a contractual and professional responsibility to ensure that they meet the performance standards required, and Scottish Opera will provide all reasonable support and encouragement to assist in the achievement and sustainment of this standard.

If a musician performs below the standards expected, this will have a detrimental effect on the Orchestra. In these circumstances, it is the responsibility of the Section Principal to bring this to the attention of the musician and work closely with the musician to improve their performance to an acceptable standard.

In the situation where it is deemed that a Section Principal is performing below the required standard, it will be the duty of the Music Director to discuss the matter directly with the player concerned.

If it is identified that a sub-standard performance is due to negligence or lack of application on the part of the musician, this is a conduct issue and will be dealt with through the Company's Disciplinary Procedure. Where sub-standard performance relates to a lack of the required knowledge, skills or ability, this is a capability issue and will be dealt with through this procedure.

The procedure ensures that:

- a fair and reasonable process exists where a musician is experiencing performance difficulties;
- cases of poor performance are handled appropriately with any underlying reasons taken into account;
- the musician is offered support and appropriate training to rectify the situation.

15.2 INFORMAL PROCEDURE

When there is evidence that a musician is not performing to the standards required, the musician's Section Principal / Music Director will investigate the circumstances without delay and endeavour to ascertain the reasons for the unsatisfactory performance.

If, following this investigation, the Section Principal / Music Director believes that the musician's performance does not meet the standards required, an informal discussion with the musician will be arranged. The Section Principal, accompanied by a senior member of the Orchestra, for example, another Section Principal, the Leader of the Orchestra, or the Orchestra and Concerts Director, will meet with the musician who will be accompanied by a colleague or MU Steward.

In cases where it is a Section Principal who is not performing to the standards required, the Section Principal, will be accompanied by a colleague or MU Steward, and the Music Director will hold the meeting, accompanied by the Orchestra and Concerts Director.

Notes will be taken during the meeting/s for the employee's personal file, and after the meeting a letter should be sent to the player to confirm the support and/or training arrangements and the start date of the informal part of the process

At this meeting the Section Principal / Music Director will:

- a) Ensure the musician is clear about the areas in which their performance is below the standards required, the Section Principal, Music Director or Leader [as applicable] will provide evidence for this view.
- b) Give the musician the opportunity to explain their under-performance and to raise any concerns they may have.
- c) Explore solutions to the problem with the musician. This could include additional training, providing a mentor, coaching or some other kind of ongoing support to the musician.
- d) Set a reasonable time frame within which improvement is expected and arrange a second meeting at the end of this time to review the situation. When establishing "reasonable timescales" for improvement, the Section Principal / Music Director must consider the level of improvement that is required and the method by which the improvement must be gained. However, in all cases, the timescales should not exceed three months. (Unless the under performance is the effect of a medical condition, which needs to be taken into consideration).

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If, at the end of this period the musician's performance has returned to a satisfactory level then records of the meeting will be removed from the musician's file after a further three months has elapsed. If at the end of the three months, the musician's performance continues to be unsatisfactory then the formal procedure will commence.

15.3 FORMAL PROCEDURE

If, after the three month period, during which the improvement plan described above has been unsuccessful, the following process will be followed:

A formal meeting will be arranged (usually at a minimum of two working weeks' notice) between the musician, the Section Principal / Music Director, the Leader and the Orchestra and Concerts Director. The musician will be advised of the reasons for the meeting and that it is a formal stage of the Capability Procedure. A Musicians' Union official or colleague from the orchestra should also be present.

The purpose of the meeting is to fully discuss the problems of under-performance, to determine the improvements required and the timescales permitted, which shall be up to three months.

The Orchestra & Concerts Director will write to the musician confirming these details.

If the musician's performance improves sufficiently within the timescale permitted, the procedure will be halted. After six months has elapsed, the record of the capability meeting will be removed from the musician's personal file.

If there is no improvement or the improvement falls short of that required, the musician will be required to re-audition. In certain circumstances a trial period will be considered as a more appropriate alternative to the re-audition process. The decision to commence a trial period would be appropriate in circumstances where a musician is not performing to the required standard as part of the orchestra. The decision between a trial period or re-audition will rest with Scottish Opera.

The re-audition procedure is as follows:

- a) Four calendar weeks of formal notice of an audition or trial period will be given to the musician, together with a statement of the reasons for the audition or trial period.
- b) If the Company opt to place the musician on a trial period, the dates and timescales of this will be discussed and confirmed with the musician but will normally be for a period of four weeks.
- c) The audition panel will consist of the Leader, the Orchestra & Concerts Director, the Music Director, a colleague of the musician or a Musicians' Union official.
- d) The music for the audition must be taken from the orchestra's current repertoire, and a prepared solo piece may also be required.
- e) The Company will inform the musician of the result of the audition within seven days.

If the musician does not pass the audition, a second audition will be required, with two weeks' notice in writing provided. The re-audition panel will comprise of those people involved previously, and in addition, an independent assessor [who has been agreed between Scottish Opera and the Musicians' Union] will participate.

If the musician's four weeks trial period is not successful, a brief second trial period will be organised, where there will be an independent assessor who will attend performances and contribute to the final decision regarding the outcome of the trial period.

15.4 CAPABILITY DISMISSAL

If the musician's performance at the end of the second re-audition, or on completion of the full trial period is still considered to be unsatisfactory, the Company will normally provide contractual notice of the decision to terminate the employment by reason of capability.

The Company will endeavour to consider an alternative to dismissal by investigating an alternative position for the musician within the Company.

15.4 APPEAL AGAINST CAPABILITY DISMISSAL

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The musician is entitled to appeal against the outcome of this decision to the General Director. Such an appeal should be lodged within fourteen days of the date of the notice of termination of employment. The musician is required to state his/her full grounds for appeal in the appeal notice. The appeal will not normally entail any further re-auditions.

16 INSTRUMENT INSURANCE POLICY & PROCEDURE

16.1 POLICY STATEMENT

Scottish Opera provides musical instrument insurance on behalf of Orchestra players for musical instruments and equipment used by the musician for his/her duties with Scottish Opera. To benefit from this insurance cover the employee must abide by the musical instrument insurance policy and procedure. The insurance cover is an 'all risks' policy, [excluding terrorist acts], 24 hours a day, 52 weeks a year for all instruments used by the musician in his/her normal course of duties.

16.2 ITEMS COVERED BY THE INSURANCE POLICY

The policy covers the player for the following happening anywhere in the world:-

- a) Accidental loss of, theft of, or damage to instrument(s) described in the musical instrument insurance policy schedule.
- b) Unspecified musical accessories subject to a total of £500 for any one loss. Accessories mean cases, bows, mouthpieces, reeds, mutes or other items used to play or tune the instrument, but excluding items with an individual value of less than £10 or more than £250.
- c) The most paid for the insured item is the sum insured for that item, as specified by the player. Written valuations are required for any item of £2,500 or more.

Examples of damage which is excluded is as follows, but not limited to:-

- a) Wet or dry rot, mould, mildew fungus or corrosion, insects, vermin or woodworm, pressure waves, climatic change, effects of sunlight, dampness etc.
- b) Any commercial process such as cleaning or maintenance.
- c) Any form of transit by air or postal or similar transit unless the property is securely packed in a suitable protective musical instrument case or has been packed professionally
- d) Electrical or mechanical breakdown
- e) Theft by any person to whom the property is entrusted
- f) Theft from vehicles unless hidden from view in a locked boot within a security locked vehicle

16.3 ADDITIONS TO / CHANGES TO THE POLICY

If during the year you acquire or become responsible for an additional musical instrument(s) and which are not otherwise insured, the Policy will extend to include the musical instruments but not in respect to any appreciation in value and subject to:-

- a) Notification to the Telecommunications and Buildings Facilities Manager as soon as possible after acquisition or becoming responsible for the instrument. The musical instrument details form must be completed for this purpose.
- b) The instrument(s) being added to the Schedule and any additional premiums being paid. This is the responsibility of the Telecommunications and Buildings Facilities Manager following receipt of the appropriate form from the player.
- c) The liability under this extension being limited to a maximum of £1,000 on any one musical instrument, provided that the insurers are notified of the acquisition within fourteen days.
- d) Total liability under this extension being limited to £2,500 during any one period of insurance.

16.4 MUSICAL INSTRUMENT INSURANCE PROCEDURE

It is crucial that players follow the Musical instrument insurance procedure and notify the Telecommunications and Buildings Facilities Manager of any changes or risks that would be regarded as a 'material fact' that may alter the terms of the policy. A material fact is 'one which would influence the insurer's decision to invite renewal of the policy.

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The musical instrument detail form must be obtained from the Orchestra office and completed for the purposes of notifying Scottish Opera of any change to valuations, additional instruments or accessories.

The completed form must be submitted to the Telecommunications and Buildings Facilities Manager to advise of any changes to the insurance cover required.

The Telecommunications and Buildings Facilities Manager is responsible for notifying the insurance company of any changes to the policy and for advising them of any claims.

CLAIMS

In the event of partial damage or total loss or destruction of an instrument or accessory, contact the Telecommunications and Buildings Facilities Manager who will discuss the detail with you and will make a claim on your behalf.

In the event of a claim insurers will pay for the reasonable costs to hire alternative instruments subject to a limit of 10% of the sum insured and to a limit of £1000.

In the event that a claim is settled, with a total loss payment paid out, the instrument would become the property of the insurance company.