

I. PREAMBLE

These Terms and Conditions have been agreed between the Association of British Orchestras and the Musicians' Union, each recognising the other to be the appropriate body to negotiate on behalf of its members. They shall be regarded as having come into force on 1st October 2021, and shall govern the freelance engagement of musicians for orchestral, choral and other similar concerts by orchestras in membership of the ABO (other than BBC orchestras). The supplementary rates and conditions in the Appendix apply to tours within the UK.

2.(a) FREELANCE CONCERT RATES

The following shall be the minimum rates to be paid for a concert of up to three hours in length with a rehearsal of up to three hours in length on the same day, each including an interval of not less than fifteen minutes. Exceptionally, in the case of the performance of a work normally played without an interval, and where no interval takes place, fifteen minutes shall be added to the length of the performance and, if this brings the performance time to more than three hours, overtime payments shall be made in accordance with Clause 4 of these Terms and Conditions.

These fees are inclusive of a holiday pay contribution of 12%.

There shall be no restrictions on the music that a musician may be asked to play at a rehearsal, providing that the music to be rehearsed is already scheduled for inclusion in a concert governed by the Terms and Conditions of this Agreement.

For the purposes of these Terms and Conditions, the finishing time of a concert is defined as the time at which the leader (or equivalent) finally leaves the concert platform after the final item.

N.B. The orchestras within the following categories are listed on the back of this document.

CATEGORY 1	Tutti	£135.35	
	Sub-Principals	£144.15	
	Principals	£169.40	
	Section Principals	£186.55	<i>LPO, LSO, Philharmonia, RPO only</i>
CATEGORY 2	Tutti	£118.25	
	Sub-Principals	£126.50	
	Principals	£135.50	
CATEGORY 3	Tutti	£107.40	
	Sub-Principals	£114.65	
	Principals	£121.80	

2.(b) SCHOOLS AND EDUCATIONAL CONCERTS

The following shall be the minimum rates to be paid:

- (i) One concert with or without rehearsal and contained within a spreadover of three hours - 60% of the appropriate fee for a casual engagement.
- (ii) Two concerts with or without rehearsal and contained within a spread over of six hours - the appropriate fee for a casual engagement.

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3(a) EXTRA REHEARSALS

One-half of the appropriate concert fee, as defined in Clause 2(a) above, shall be paid for an extra rehearsal of up to three hours in length.

(b) SINGLE EXTRA REHEARSAL

When the only working period offered by a management on a day other than a concert day is a single extra rehearsal (with or without overtime), 60% of the appropriate concert fee shall be paid, together with any additional payments due under Clauses 5-8 of these Terms and Conditions.

4. OVERTIME

Overtime for any rehearsal or concert shall be paid at time-and-a-half for each half-hour or part thereof up to a maximum of one hour.

For the purposes of this Clause, time-and-a-half is defined as 12.5% of the appropriate basic fee listed in Clause 2(a) of these Terms and Conditions for each half-hour unit. In the case of a single schools or educational concert, or a single extra rehearsal, overtime is based on the enhanced fee defined in Clause 2 (b) (i) or Clause 3 (b), and is payable at the rate of 25% of the enhanced fee for each half-hour unit.

5. DOUBLING

Where a musician is required to play more than one instrument, or is specifically requested to bring to a rehearsal or concert more than one instrument, an additional payment of 10% of the musician's fee (with a minimum of **£11.50** where a full concert fee is being paid, or **£7.30** for a single schools or educational concert or a single extra rehearsal) shall be made in respect of each additional instrument. A musician shall not be required to play more than three instruments in any session.

Doubling fees shall be calculated with reference to the musician's actual performing fee, plus overtime if applicable. Doubling fees are not payable on any other ancillary payment.

If a musician is required to double on an instrument normally classified as a principal instrument, the doubling fee is payable in addition to the principal fee for the engagement.

Keyboard and percussion instruments are regarded as divided into the following sub-groups, and doubling fees will not be payable for playing more than one instrument within the same sub-group:

- (a) *Keyboard Instruments:*
 - (i) Piano
 - (ii) Celeste, dulcitone
 - (iii) Organ, harmonium, multitone, mustel organ
 - (iv) Harpsichord, spinet, clavichord, virginals

- (b) *Percussion Instruments:*
 - (i) Tuned (mallet) instruments
 - (ii) Latin American and world percussion instruments
 - (iii) Non tuned standard orchestra percussion instruments
 - (iv) Timpani (up to four drums)
 - (v) Drum Kit

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6. TRAVELLING ALLOWANCES

- (a) If the engagement is for a concert or rehearsal at a venue which is over fifteen miles from the recognised central point of the musician's normal centre of employment, and alternative transport is not provided and paid for by the engager, a travelling allowance of **36p per mile** shall be paid for all miles necessarily travelled on land in reaching, fulfilling and returning from the engagement. 'Alternative transport' shall not include the shared use of another musician's car.
- (b) If alternative transport is provided and paid for by the engager, a reduced travelling allowance of **17p per mile** shall be paid.
- (c) When air travel within the UK is provided and paid for by the engager, the travelling allowance shall be limited to a one-off payment of **£22.40** for those parts of the journey travelled in order to fulfil the engagement.
- (d) Where the engagement necessarily involves a sea journey, and the relevant fare has not been paid by the engager, the actual cost of the sea journey shall be reimbursed to the musician. For all engagements necessarily involving a sea journey, the musicians shall also be paid an allowance of **£9.30 per hour** or part thereof (up to a maximum of **£37.35**) based on the scheduled length of time of the sea journey. These payments are in addition to the payments due for miles necessarily travelled on land.
- (e) Where a musician has travelled by rail, and where the relevant fare has exceeded a nominal rail allowance of **19p per mile**, an additional payment shall be made to the musician, equal to the difference between the rail allowance and the actual rail fare, for that part of the journey travelled by rail.
- (f) Coach travel by musicians engaged under these Terms and Conditions shall not exceed 250 miles during any period of twenty-four hours.
- (g) In cases of dispute, the shortest recommended AA mileage shall be taken as the authority for distances.

7. SUBSISTENCE

(a) *Overnight Stay*

If the engagement involves an overnight stay and suitable accommodation is not provided by the engager, or if the time of return to the musician's normal centre of employment as defined in Clause 7(b) below is after 2am, a payment of **£70.00** for bed and breakfast shall be made, plus a supplement of **£25.00** when the engagement is within the area bounded by the M25 motorway. For the purposes of this clause, 'suitable accommodation' shall be defined as three-star or equivalent grade hotel, as available, with full breakfast, and single room accommodation as available and if required by the musician.

Where a musician is booked within 21 days of an engagement and the cost of suitable accommodation exceeds the overnight allowance, the engager shall cover any reasonable additional accommodation costs. Any additional payment will be subject to prior agreement between the musician and the engager.

Where a musician is able to prove that s/he has travelled to an engagement by rail and has been unable to return to his/her normal centre of employment by 2am, and where that musician is also able to prove that s/he has paid for overnight accommodation, then the overnight stay payment, as defined above, shall be made.

(b) *Payment for Late Return*

When the musician's time of return to his/her normal centre of employment is between midnight and 2am, the following additional payments shall be made by the engager:

- Return between midnight and 12.30am **£5.00**
- Return between 12.30am and 1.00am **£10.00**
- Return between 1.00am and 2.00am **£15.00**

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'Time of return' is defined with reference to the musician's time of departure from the rehearsal or concert venue, the distance to be travelled to the recognised central point of the musician's normal centre of employment, and an average speed of travel of 50mph. The time of departure is deemed to be fifteen minutes after the finishing time of the concert or rehearsal, as defined in Clause 2(a) above.

c) *Payment for Early Call*

When a musician is required to depart from his/her normal centre of employment before 8.30am, and/or to be present at a concert or rehearsal before 8.30am, an early call payment shall be made, calculated at the rate of **£3.20 per half hour** or part thereof, subject to a **minimum of £6.40**, for all necessary travelling or working time prior to 8.30am. The time of departure from the musician's normal centre of employment is defined with reference to the contracted commencement time of the concert or rehearsal, the distance to be travelled from the recognised central point of the musician's normal centre of employment, and an average speed of travel of 50mph.

If a musician's departure time is defined as being before 6.00am, the early call payment shall be replaced by an overnight stay payment, calculated at the rate applicable to the musician's destination.

8. Porterage

Minimum porterage payments for engagements under these Terms and Conditions shall be as follows:

<u>Group A</u>	Payment <u>£18.45 (£23.00*)</u> Double Bass Electric Guitar Electric Bass Guitar * London Weighting is payable for engagements within the London Congestion Charge Zone
<u>Group B</u>	Payment <u>£15.25</u> Bass Saxophone Contra Bassoon Tuba
<u>Group C</u>	Payment <u>£11.00</u> Bass Clarinet plus one additional wind instrument Baritone Saxophone Trombone plus one other brass instrument French horn plus one other brass instrument 2 Saxophones 'Cello
<u>Group D</u>	<u>Porterage rates for these instruments are subject to individual negotiation:</u> Harp Kit Drums Percussion instruments Timpani Organ Electronic keyboards

- (a) Porterage is defined as a contribution towards the extra time, effort and additional costs associated with the transportation of large or heavy instruments in order to fulfil an engagement.
- (b) Porterage groups are determined by whether a large or heavy instrument can reasonably be carried on public transport (Groups B, C), or whether it requires transportation by a standard-sized car or larger vehicle eg

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van. On this basis, Group A reflects the contribution towards the additional cost involved in running the car, and the time/effort involved in loading and unloading.

- (c) A full portorage payment shall be due for each day of an engagement, except where the engager has made safe provision for a musician to leave his/her instruments in situ overnight at a rehearsal or concert venue which has been used for the final call of the day, and which is also to be used for the first call of the following day. In this latter case, one portorage payment shall not be paid for each night during which the instrument is left at the venue. The engager must guarantee the security of the storage area and ensure that adequate insurance cover is in place in case of loss.
- (d) For Group A and Group B portorage the following payments will apply:
 - Full portorage payment for a get-in/get-out at a single venue on the same day
 - Full portorage payment for the day of the get-in and another full payment for the get-out when the instrument is left at a venue overnight.
 - If a musician is required to transport their instrument between multiple venues at separate locations on a single day an additional 50% portorage should be paid for each additional venue.
- (e) A portorage payment shall not be paid when the engager makes arrangements to transport the instruments, unless the Musician is required to bring the instruments to a pick-up point nominated by the engager, in which latter case portorage payments shall be due in full.
- (f) The engager will use his/her best endeavours to ensure that the venue will provide parking facilities for those transporting large or heavy instruments by car.
- (g) In cases where air travel within the UK is provided by the engager under Clause 6(c) of these Terms and Conditions, and it is agreed between the engager and the musician that where special arrangements are necessary for the safe transportation of instruments listed in Groups A, B, C and D above, any additional costs in respect of transportation of these instruments may be subject to negotiation.
- (h) Any additional cost of hiring instruments or hiring transportation for large or heavy instruments shall be the subject of individual negotiation.

9. Electronic Instruments

Instruments and devices incorporating pre-recorded sounds or producing sounds by electronic means are not to be used to replace or reduce the employment of conventional instrumentalists on engagements carried out under these Terms and Conditions where conventional instrumentalists may be reasonably or traditionally expected to be used.

10. Recordings and Broadcasts

Where an engager wishes to make a recording or broadcast for purposes other than those set out under 'Permitted Exceptions' below, the engager will either refer to relevant prevailing Collective Agreements (eg. MU/BPI; MU/PACT; MU/BBC) where these apply, or negotiate appropriate financial remuneration for musicians with the Union on a case-by-case basis. The engager will make reasonable endeavours to propose a 14-day notice period of recordings to the musicians.

Except where a recording is made under the terms of the Permitted Exceptions, or under another existing Collective Agreement, acceptance of a live engagement does not place the musician under any obligation to permit his/her performance to be broadcast or recorded. Any proposed broadcast or recording which does not fall under the terms of the Permitted Exceptions below or another Collective Agreement must be specifically agreed in advance between the engager and the Union.

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Permitted Exceptions: Musicians engaged under this Agreement permit the engager to record rehearsals, performances and other activity (e.g. workshops) in whole or in part (sound and vision or in sound only) for no additional fee, for the limited Archive or Promotional purposes described below. An engager making any recording under this Permitted Exceptions clause shall retain copyright in the resulting recording, and will not give away, sell, license or otherwise transfer ownership of the recording to another party without the Union's agreement. The engager will take all reasonable steps to keep the recording secure and avoid any contravening distribution by third parties.

i) Archive: An archive recording may be made and retained by the engaging orchestra. Such recordings will be held by the engager and not shared externally, excepting with a) featured composers, for their own private study purposes; b) funders, for the purposes of reporting (e.g. where a funder requests to view an archive recording as evidence of a sponsored project); and c) educational project participants, as a private record of their participation. An engager may elect to make use of an archive recording made under this agreement for promotional purposes, provided that such usage is in accordance with ii) below. Any subsequent commercial exploitation of archive recordings shall be subject either to the terms of prevailing Collective Agreements, or to separate negotiation with the Union.

ii) Promotional: An engager may make and distribute a recording through any media (including but not limited to social media channels), providing that such usage is for its own promotional purposes and strictly non-commercial, i.e. no financial profit is generated for the engager or any third party by the distribution or other exploitation of the recording. Such promotional recordings must be limited to a maximum of 20 minutes' aggregate length, and no single musical piece, however short, may be used in its entirety. The engager may share recording excerpts with external partners that have a direct connection with the promotion (e.g. festivals, venues, collaborating artists, composers) for such partners' own non-commercial promotional purposes, provided the engager retains copyright in the recording.

Where feasible, the engager will inform the musician of the intention to record under the Permitted Exceptions clause at the time of offering the engagement, and before it is accepted, if it is intended to record or broadcast any part of the work offered. Where this has not been feasible (for instance, in cases where an opportunity to create a promotional recording only presents itself after personnel for the project have been fixed) the engager must give reasonable advance notice of such recording to musicians. The engager must also ensure that a record of all participating musicians is kept, such that this can be used as the basis for the future distribution of payment to musicians in the event of subsequent commercial usage. Recordings made under the terms of the Permitted Exceptions shall not be used by the engager to evaluate the capabilities of any musician engaged under this Agreement, except at the request of the musician.

Third-Party Commissions: Where a third party other than the engaging orchestra (e.g. a festival or venue engaging the orchestra for a performance, or a guest conductor or soloist) wishes to commission and retain the copyright in an archive or promotional recording, the engager shall ensure that musicians are remunerated with an appropriate additional fee, either through negotiation with the union or based on the provisions of an existing and appropriate Collective Agreement (e.g. the Live Recording Session Fee currently set out at clause 8.1 of the BPI/MU Agreement). For the avoidance of doubt, where a recording is made by a third party in partnership with the engaging orchestra and the third party agrees that the copyright in the recording will be held by the engaging orchestra, the recording may take place under the Permitted Exceptions clauses above.

11. Health & Safety

The engager shall use his/her best endeavours to safeguard the health, safety and welfare of musicians engaged under this Agreement. Musicians engaged under this Agreement will take all reasonable care to ensure that they do not endanger themselves or anyone else who may be affected by any activity undertaken in the performance of their engagement and will co-operate with the engager in meeting health and safety requirements.

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Musicians engaged under this agreement will take all reasonable care to ensure that they do not endanger themselves whilst travelling to and from engagements. Long journeys should be planned in advance to allow sufficient time for regular breaks and sufficient time should be allowed to take account of unforeseeable weather and traffic conditions and to navigate unfamiliar routes. Organisations such as the AA, MU and ROSPA recommend a 15 minute break should be taken in every 2 hours of driving. All long journeys will incorporate access to a working toilet, either aboard the mode of transport provided or by means of reasonably scheduled comfort breaks at proper rest facilities.

12. Dignity at Work

The ABO and its members commit to treating all musicians fairly and with respect and will not discriminate on grounds of sex, gender reassignment, marital status (including civil partnerships), race, ethnic origin, colour, nationality, national origin, disability, sexual orientation, religion or age. ABO members and the MU oppose all forms of discrimination, bullying and harassment and are committed to eliminating discrimination and encouraging diversity. ABO member orchestra managements encourage any freelancer who feels that they have been unfairly treated, harassed or bullied, or who has witnessed any incident of this kind taking place, to make a complaint using the appropriate internal procedure which can be provided. ABO member orchestra managements and the MU will seek to ensure anyone making such a complaint will be treated with respect and protected from victimisation arising from making a complaint.

13. Learning/Education and Professional Development

This agreement recognises the importance of lifelong learning and encourages and supports the development and introduction of any learning/education and professional development initiatives within orchestras, ensuring equality of opportunity and access to training regardless of position or status. Certain orchestras listed at the end of this Agreement may offer freelance musicians access to lifelong learning opportunities through an elected MU Learning Representative as part of a Learning Agreement with the MU.

14. Delayed Payment

The Engager will inform musicians at the time of the engagement of the intended date of payment of all fees and ancillary payments properly due. The Engager will use his best endeavours to make payment to the musician, or credited to the musicians' bank account, no later than 30 days after the engagement or at the next regular scheduled date for payment runs.

15. Force Majeure

The obligations of the engager and the musician under this agreement shall be suspended and unenforceable for so long as any of the circumstances specified as Force Majeure make it impossible or impractical. Force Majeure shall be deemed as an act or event beyond the reasonable control of the engager or the musician, against which it is impossible or commercially unfeasible to insure or to claim compensation from a third party for, caused by:

- a) lightning, flood, storm, earthquake or any other unpredictable freak of nature,
- b) fire, explosion, accident, epidemic,
- c) strike, lockout or other industrial dispute on the part of persons employed by any person who is not a party to this agreement
- d) riot, war or acts of terrorism
- e) any act of government or other competent authority
- f) any other circumstance beyond the reasonable control of the engager or the musician and which are not caused by either the management or the musician

16. Disputes

Should any dispute arise in the interpretation of the Agreement, which cannot be settled at local level, it shall at once be referred to the Director of the Association of British Orchestras and the Assistant General Secretary of the Musicians' Union, who shall meet as soon as possible and in any case within ten days of the referral. If they are unable

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to agree, the matter shall be referred to a single arbitrator, being a person of standing acceptable to both parties. If agreement of an arbitrator cannot be reached within seven days the procedures shall be regarded as exhausted.

17. Duration

These Terms and Conditions shall remain in force until 31st March 2022.



Mark Pemberton
Director, Association of British Orchestras
Date: 01/10/21



Jo Lavery
National Organiser, Orchestras, Musicians Union
Date: 01/10/21

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APPENDIX - Orchestra Tours in the United Kingdom

1. Definition of a Tour

A tour is an engagement which involves a musician in two or more consecutive nights away from his/her normal centre of employment.

2. Travelling Allowances

- (a) If alternative transport is not provided by the engager, the travelling allowances set out in Clauses 6(a) and 6(d) of these Terms and Conditions shall be paid only in respect of the first and last days of the tour, that is, the days on which the musician leaves and returns to his/her normal centre of employment. For all other days of the tour, a reduced travelling allowance of **19p per mile** shall be paid for all miles necessarily travelled on land, together with reimbursement of the cost of any necessary sea or air journeys, and together with the Touring Supplement, as set out in Clause 3 of this Appendix.
- (b) Where a musician has travelled by rail, and where the relevant fare has exceeded a nominal rail allowance of **19p per mile**, an additional payment shall be made to the musician, equal to the difference between the nominal rail allowance and the actual rail fare, for that part of the journey travelled by rail.
- (c) If transport is provided and paid for by the engager, a reduced travelling allowance of **17p per mile** shall be paid only in respect of the first and last days of the tour. For all other days of the tour, the travelling allowance is replaced by the Touring Supplement, as set out in Clause 3 of this Appendix.

3. Touring Supplement

A payment of **£21.80 per day** shall be made, in addition to all other fees, and in addition to overnight subsistence where applicable, on each day of the tour, excepting the first and last days.

4. Hotels and Subsistence

Any hotel provided by the engager shall be three-star or equivalent grade, as available, with full breakfast, and single room accommodation as available and if required by the musician. If hotel accommodation is not provided by the engager, a payment of **£70.00** per night for bed and breakfast shall be made, together with a supplement of **£25.00** when the engagement is within the area bounded by the M25 motorway.

5. Free Days

- (a) For non-working days, one-half of the musician's actual performing fee shall be paid, in addition to all other payments.
- (b) If the opening day of a tour is a non-working day, a half fee shall be payable in addition to all other payments.
- (c) If the final day of a tour is a non-working day, a half fee shall be payable only when the return time to the musician's normal centre of employment is after 1pm. 'Return time' is defined with reference to the distance to be travelled by the musician from his/her overnight accommodation to his/her normal centre of employment, a nominal departure time of 8.30am, and an average speed of travel of 50mph.

6. Morning Calls

There shall be not less than eight hours free time before the first call of any day.

When a musician is required to depart from his/her overnight accommodation before 8.30am, and/or to be present at a concert or rehearsal before 8.30am, an additional payment shall be made, calculated at the rate of **£3.20 per half hour** or part thereof, subject to a **minimum of £6.40**, for all necessary travelling or working time prior to 8.30am. The time of departure from overnight accommodation is defined with reference to the contracted commencement time of the concert or rehearsal, the distance to be travelled from the musician's overnight accommodation, and an average speed of travel of 50mph.

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FULL MEMBERS OF THE ASSOCIATION OF BRITISH ORCHESTRAS
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CATEGORY 1

For engagements with:

Academy of Ancient Music
Academy of St Martin in the Fields
Aurora Orchestra
Birmingham Contemporary Music Group*
Britten Sinfonia
Chineke! Orchestra
City of London Sinfonia
Dunedin Consort
English Baroque Soloists
The English Concert
Gabrieli Consort & Players
Glyndebourne Tour Orchestra
London Chamber Orchestra
London Contemporary Orchestra
London Handel Orchestra
The Hanover Band
London Mozart Players
London Philharmonic Orchestra
London Sinfonietta
London Symphony Orchestra
Manchester Camerata *
Monteverdi Choir & Orchestra
Northern Ballet Theatre Orchestra *
Orchestra of the Age of Enlightenment
Orchestra of The Sixteen
Orchestre Revolutionnaire et Romantique
Oxford Philharmonic Orchestra
Philharmonia Orchestra
Royal Philharmonic Orchestra
Scottish Chamber Orchestra
Sinfonia Verdi

CATEGORY 2

For engagements with:

Bath Philharmonia
Brighton Philharmonic Orchestra
Northern Chamber Orchestra*
Orchestra of the Swan *
Royal Ballet Sinfonia*
Royal Philharmonic Concert Orchestra
Scottish Ensemble
Sinfonia Cymru*
Sinfonia Viva *
The Glasgow Barons

CATEGORY 3

For engagements with:

Southbank Sinfonia

*The orchestras marked * are part of this Agreement, but also have their own individual house Agreements with the Musicians' Union.*

CONTRACT ORCHESTRAS

The following contract orchestras are also full members of the Association of British Orchestras, but engage their deputies and extras under their own independent agreements with the MU:

BBC Concert Orchestra
BBC National Orchestra of Wales
BBC Philharmonic Orchestra
BBC Scottish Symphony Orchestra
BBC Symphony Orchestra

Bournemouth Symphony Orchestra
City of Birmingham Symphony Orchestra
Orchestra of the English National Ballet
Orchestra of the English National Opera
Hallé Orchestra
Royal Northern Sinfonia
Orchestra of Opera North
Orchestra of the Royal Opera House
Orchestra of the Scottish Ballet
Orchestra of the Scottish Opera
Orchestra of the Welsh National Opera
Royal Liverpool Philharmonic Orchestra
Royal Scottish National Orchestra
Ulster Orchestra