

1. Preamble

These Terms and Conditions have been agreed between Birmingham Contemporary Music Group ('BCMG') and the Musicians' Union ('the MU'), 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 1 September 2024 and shall govern the freelance engagement of musicians ('a/the musician') to rehearse and perform for concerts and media work with BCMG.

2. Rates of Pay

The following shall be the minimum rates to be paid to a musician engaged to play for concerts, rehearsals and associated media work as specified in Clause 10 of this Agreement:

Concert Fee:

For a single session concert performance (which may be livestreamed in accordance with clause 10 c) or two sessions of either a concert performance (which may be livestreamed in accordance with clause 10 c) with associated rehearsal or two rehearsals on one day: **£184.75**

An additional rehearsal session on the same day will be paid at 50% of the concert fee.

Single Extra Rehearsal:

For a single rehearsal session where no other work is offered on the same day and the work does not include a concert: **£108.68**

These rates of pay are inclusive of:

- a holiday pay contribution of 12.1%.
- media performance rights as defined in Clause 10 of this Agreement

3. Hours of Work

Sessions

The basic unit of playing work will be a 'session'. The maximum scheduled length of a session will be 3 hours. A session may include concerts, rehearsals, media work or any reasonable combination of these. The length of rehearsal sessions and studio media work will be predetermined. 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.

Intervals

When a concert with a duration in excess of 1½ hours is performed without an interval, 20 minutes will be added to the performance time for the calculation of hours of work and if this brings the performance time to more than three hours, overtime payments shall be made in accordance with Clause 4.

Rehearsal Repertoire

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 session governed by the Terms and Conditions of this Agreement.

4. Overtime

Overtime shall be paid if:

- (a) playing work exceeds 3 hours in any one session
- (b) a rehearsal, or studio media session continues beyond its scheduled time regardless of the number of hours worked in a day

Where it is incurred, overtime shall be paid at **£26.00** for each 30 minutes or part thereof up to a maximum of one hour.

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 shall be made in respect of each additional instrument.

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.

Keyboard 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:

- i) Piano
- ii) Celeste, dulcitone
- iii) Organ, harmonium, multitone, mustel organ
- iv) Harpsichord, spinet, clavichord, virginals

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 (which is usually a freelance musician's home address), and alternative transport is not provided and paid for by BCMG, a travelling allowance of **39p 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 BCMG, a reduced travelling allowance of **20p per mile** shall be paid.
- (c) Where the cost of the Birmingham Clean Air Zone has reasonably been incurred, BCMG will reimburse the Musician on production of a receipt.
- (d) BCMG shall pay for or reimburse all rail, sea and air journeys travelled in order to fulfil the engagement.
- (e) Coach travel by musicians engaged under these Terms and Conditions shall not exceed 250 miles during any period of twenty-four hours.
- (f) In cases of dispute, the shortest recommended Google Maps mileage shall be taken as the authority for distances.

Travel will be paid as above, except for travel on a day when a musician is working for another organisation in Birmingham and receiving a travel payment, in which case the BCMG rate will be 50% of the current ABO/MU rate. This will be a self-certifying arrangement, payable on submission of a completed Travel Claim Form.

7. Subsistence

Overnight Stay

If the engagement involves an overnight stay and suitable accommodation is not provided by BCMG, 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 confirmed for an engagement and the cost of suitable accommodation available at the point of confirmation exceeds the overnight allowance, (e.g. as a consequence of late booking) and provided this is brought to the attention of the engager in a timely fashion, the engager shall offer an

additional payment equivalent to the difference between the overnight allowance and the cost of suitable accommodation mutually agreed to be available locally.

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.

Payment for Late Return

When the musician's time of return to his/her normal centre of employment is between midnight and 2am, an additional payment of **£10.50** shall be made by BCMG.

'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.

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 of **£10.00** shall be made 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

Porterage payments are subject to individual negotiation. Minimum porterage payments for engagements under this Agreement shall be as follows:

<u>Group A</u>	<u>Payment £19.50 (£24.50*)</u>
	Double Bass
	Electric Guitar
	Electric Bass Guitar

* Weighting is payable for engagements within the London Congestion Charge Zone

<u>Group B</u>	<u>Payment £16.00</u>
	Bass Saxophone
	Contra Bassoon
	Tuba

<u>Group C</u>	<u>Payment £12.00</u>
	Baritone Saxophone
	Trombone plus one other brass instrument
	French horn plus one other brass instrument
	2 Saxophones
	Cello

Any instrument not covered in these categories is by individual negotiation.

- (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 fulfill 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 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 porterage payment shall be due for each day of an engagement, except where BCMG 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 porterage payment shall not be paid for each night during which the instrument is left at the venue. BCMG will make all reasonable endeavors to ensure security of the storage area and ensure that adequate insurance cover in case of loss or damage is in place.
- (d) A porterage payment shall not be paid when BCMG 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 porterage payments shall be due in full.
- (e) BCMG will use its best endeavours to ensure that the venue will provide parking facilities for those transporting large or heavy instruments by car.
- (f) In cases where air travel within the UK is provided by BCMG under Clause 6(c) of these Terms and Conditions, and it is agreed between BCMG 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.
- (g) 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 BCMG engagements where conventional instrumentalists may be reasonably or traditionally expected to be used.

10. Media Work

All musicians rehearsing and performing for BCMG, consent for their performances to be recorded, subject to the following conditions.

The engager will inform the musician of the intention to record under the Media Work clause (including for Archive & Promotional) 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 still provide the musicians with reasonable advance notice of such recording.

List of Participating Musicians

BCMG shall make and maintain an accurate list of all the members who perform on each recording made under this agreement so as to assist collecting societies in identifying those musicians whose performances are on a particular Recording.

Equitable Remuneration from Collecting Societies

This agreement is without prejudice to the musicians' rights to receive a share of equitable remuneration from domestic or foreign collecting societies for the broadcast or public performance of their recorded performance(s) pursuant to national legislation.

a. Archive & Promotional

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 Archive & Promotional 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 BCMG. Such recordings will be held by BCMG 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); c) BCMG's Sound Investors, in respect of works they have helped to commission on the proviso that they are for private use only. d) educational project participants, as a private record of their participation. BCMG 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 (including promotional use by the composer, on their website) 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 (excepting under the limited conditions in 10. iii). 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.
- iii) *Using Musical Pieces in their Entirety*: BCMG shall be entitled to create 4 promotional recordings that include musical pieces in their entirety, per year. The promotional recordings must not be monetized and are limited to 5 minutes in duration. Such recordings can be made available by composers or festivals that have engaged the musicians on the recording, for their own in context promotion, in perpetuity via online stream, on any of their in-house and

designated online streaming channels, including on social media. BCMG must retain copyright in the promotional recording.

- iv) Third-Party Commissions: Where a third party (e.g. a festival or venue engaging BCMG 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. For the avoidance of doubt, where a recording is made by a third party in partnership with BCMG and the third party agrees that the copyright in the recording will be held by BCMG, the recording may take place under the Archive & Promotional clauses above.

b. News Access Code of Practice

Without further payment, BCMG will adhere to the latest MU News Access Code of Practice when a request is made by a news organisation to record material from a current rehearsal or performance in connection with a topical news story. A maximum of ONE minute featured performance and/or ONE minute non-featured (eg under a voice-over) performance usage is allowed from a maximum camera recording time of ONE hour.

c. BCMG Live Streaming

For the purpose of this agreement 'Livestreamed' shall mean a performance lasting no more than 3 hours that is streamed on YouTube for a period of 24 hours only. The 24-hour period shall commence at the advertised start time of the live performance and the livestream may be ticketed by BCMG or free to view.

On request BCMG agrees to provide the Musicians' Union with reporting, which will include the ticket prices and number of tickets sold per concert that is 'livestreamed'.

d. Commercial Recording

'Commercial Recording' refers to any recording of a performance or rehearsal, whether in-house or by a third-party producer featuring BCMG, where the BCMG has been contracted to record for:

- Commercial Audio Releases
- Film soundtrack
- Television incidental music, Signature Tune, Jingles, Idents, Stings
- Sample Music
- Music for Advertising / Branding / Idents
- Library/Production Music
- Broadcasts of Productions *beyond the allocation granted within this Appendix*
- Promotional Uses *beyond the allocation granted within this Appendix*

All 'Commercial Recording' shall be subject to MU Collective Bargaining agreements and rates. Any adjustment or variation of rate is subject to negotiation with the Musicians' Union.

MU Collective Bargaining agreements include:

- (c) PACT / MU Agreement - Independent Production Film/TV
- (d) BPI / MU Agreement - Commercial Audio
- (e) IPA / MU Agreement - Advertising

- (f) PMAG / MU Agreement – Library/Production Music
- (g) BBC / MU Agreement - BBC TV and Radio
- (h) ITV / MU Agreement - ITV

11. Health & Safety

BCMG shall use its best endeavours to safeguard the health, safety and welfare of musicians engaged under this Agreement. Musicians engaged under this Agreement must also ensure the health, safety and welfare of themselves and those around them in any activity undertaken in the performance of their engagement and will co-operate with the engager in meeting their health and safety obligations.

Under the Health and Safety at Work Act 1974 the primary responsibility of the welfare of Musicians working under this agreement lies with the engager. A risk assessment shall be carried out for all areas of concern to performers. Reference may be needed to specific health and safety legislation as part of your risk assessment procedure e.g. Control of Noise at Work Regulations; Electricity at Work Regulations.

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. 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 BCMG, ensuring equality of opportunity and access to training regardless of position or status.

13. Delayed Payment

BCMG will inform musicians at the time of the engagement of the intended date of payment of all fees and ancillary payments properly due. BCMG will use its 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.

14. Force Majeure

The obligations of BCMG 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 BCMG 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

15. 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 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.

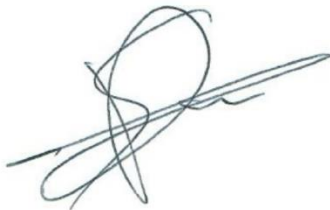
16. Duration

These Terms and Conditions shall remain in force until 31 August 2025.



Signed
George Lee, Executive Director Birmingham Contemporary Music Group

Dated 15/11/2024



Signed
Sam Dunkley, Orchestras Support Official, Musicians' Union

Dated 18/11/2024

APPENDIX – 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 BCMG, 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 **22p** 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 **23p** 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 BCMG, a reduced travelling allowance of **20p** 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 **£23.00** 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 BCMG 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 **£3.50** per half hour or part thereof, subject to a minimum of **£7.00**, 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.