

AGREEMENT between BIRMINGHAM ROYAL BALLET (hereinafter “BRB”) and the MUSICIANS’ UNION (hereinafter “the Union”) covering the minimum terms and conditions for the employment of any member of the Royal Ballet Sinfonia (hereinafter “the Musician”).

1. Date of Agreement

The terms and conditions set out in the Agreement shall come into effect on 1st April 2026.

2. Duration of Agreement

The agreement will next be reviewed before April 1st 2027. The Musician is recognised as having continuous employment.

3. Union membership

Birmingham Royal Ballet recognises the Musicians’ Union as representing musicians employed with the Royal Ballet Sinfonia.

4. Incorporation of standard terms

This Agreement incorporates the General Conditions of Employment for BRB employees.

5a. Guarantee

An annual contract with the Royal Ballet Sinfonia will guarantee the Musician thirty-five weeks paid work between the Monday nearest to April 1st and the Sunday nearest to March 31st on the following terms and conditions:

- i) The 35 weeks of work guaranteed are recognised in units of a half week or a full week: a half week being three, four or five calls and a full week being six or more calls.
- ii) All work (including rehearsals, performances, concerts and recordings) booked by the Royal Ballet Sinfonia Orchestra Management qualifies as guaranteed employment.
- iii) An additional 3.5 weeks and 2/3 week mid-season holiday to be paid monthly as part of their salary.

5b. Guarantee payment

The Musician is paid 35 weeks plus holiday pay paid monthly in arrears.

6. Minimum Salaries

The minimum basic weekly salaries shall be as set out in Appendix A of the Agreement. Single calls (of up to and including 5 in any one week) shall be calculated at the rate of 1/6th of the Musician’s basic weekly salary.

The Musician’s salary shall be paid monthly by credit transfer to a bank account.

7. Basic Hours of Work

The minimum basic salaries paid to the Musician shall cover his or her services as required for:

- i) A maximum of eight calls per week on any of the six weekdays Monday to Saturday inclusive. The word 'calls' shall include matinee and/or evening performances and/or rehearsal and/or concerts and/or recordings lasting a maximum of three hours each.
- ii) All travel for up to 20 weeks' performances in the UK (not including London performances) per guarantee year. Any travel for Birmingham/UK touring weeks in excess of 20 in one guarantee year shall count towards the eight calls per week detailed above. Any such travel time in excess of the basic hours of work will be paid according to Clause 9 iv.
- iii) Up to six Sunday sessions per guarantee year (with up to two sessions per Sunday), scheduled in London or Birmingham, subject to three months' notice. If a Sunday session in Birmingham is followed by performances on tour (outside London), there will be two free days between the Sunday session and the next call to work, and a return rail fare to London will be paid. If a Sunday session falls on the day before a statutory holiday, the number of calls under Clause 7 in the week following shall be reduced by one. If the following week is a non-working week, a payment equivalent of a three-hour call will be made. This will be in addition to the provisions of Clause 12. No working sessions shall be scheduled on Christmas Day or Easter Sunday.
- iv) An additional six Sunday sessions making a total of 12 sessions (London and Birmingham only) can be scheduled in accordance with the following conditions:
 - Additional Sundays cannot be used in a tied week, or tied to any preceding/following work
 - The total number of Sunday sessions (12) is to be used over a maximum of 8 Sundays
 - A maximum of 6 Sunday sessions from the 12 can be scheduled for Birmingham Royal Ballet calls in London or Birmingham

All 12 Sunday sessions to be paid at double time

The working week shall be deemed to start on Monday

8. Notice of Weeks of Employment

- i) Provisional notice of weeks of employment as defined in Clause 5a above will be given as follows:
 - a) For the months from April - September inclusive: by October 1st
 - b) For the months from October - March inclusive: by May 1st
- ii) The final schedule giving confirmation of weeks of employment as defined in Clause 5a above will be given not less than four clear weeks before the commencement of the said week of employment.
- iii) Where a week or half week of work is cancelled with less than four weeks' notice, that week or half week shall count towards the 35 week guarantee but shall not give rise to any additional payment.
- iv) When the orchestra are scheduled to work over their 35 week guarantee, where a week or half week of work is cancelled with less than four weeks' notice, this will be paid at the Musician's basic rate as set out in Appendix A (excluding allowances).

9. Additional Payments

Payments in addition to a Musician's basic salary shall be made on occasions as follows:

i) **Extra calls**

one eighth of the Musician's weekly salary shall be payable for any calls worked in addition to those covered by Clause 5 (Basic hours of work) of this agreement.

ii) **Seating calls**

A seating call may be called at each change of venue and/or programme. A seating call shall mean a call to be scheduled within three hours of a performance for a change in programme and/or venue. The purpose of a seating call shall be for arranging the layout of the pit, for playing to balance sound and for up to 30 minutes of rehearsal. These calls shall be paid at the basic hourly rate and form part of the basic hours of work.

iii) **Overtime**

a) Calculation of overtime

The Musician's single-time quarter-hourly rate shall be calculated by dividing the Musician's weekly salary by ninety-six. Such single time quarter-hourly rate shall be paid for each fifteen minutes or part thereof worked in excess of three hours on any session.

b) Overtime on rehearsals

Notice of extension to a rehearsal shall be given not less than four weeks in advance of the rehearsal, except in the case of a final dress (general) rehearsal when the advertised finishing time of the rehearsal may be varied provided seven clear days' notice is given. Overtime on rehearsals will be paid at time and a half per half-hour.

c) Overtime on performances

Notice of overtime on a performance will not be required. Performance overtime will be paid at time and a half per quarter hour.

iv) **Travel Time**

Travel time provisions do not apply to concert work or to the time that a Musician is required to spend on travel for the first 20 weeks of work in Birmingham or UK touring (except London) in any guarantee year. Should a musician perform for BRB or the RB outside London for more than 20 weeks in a year, the time spent travelling in these additional weeks shall be treated as working time and shall count towards the basic hours of work, subject to the following:

a) Travel time in excess of the basic hours of work will be paid at single time per ½ hr or part thereof at Tutti rate.

b) Travel on Sunday will be paid at double time per half hour or part thereof at Tutti rate.

c) The mode of travel will be determined by the Management and the time of the journey calculated according to the appropriate time-table (e.g. British Rail, coach, air)

v) **Sitting up**

Any Musician required to sit up to a higher tier of pay will receive no less than the minimum session rate applicable to that tier.

10. Doubling

- i) Birmingham Royal Ballet shall be entitled to engage a Musician to play two instruments, other than percussion, provided that:
 - a) Both the instruments are named in the Musician's contract, and
 - b) the Musician receives a weekly payment in addition to his or her basic salary equal to 10% of the minimum salary set out in Appendix A of the Agreement applicable to his or her position in the Orchestra (Principal, Sub-Principal, Tutti).
- ii) A Musician doubling when not contracted to do so will be paid an additional fee of 10% for each double for the session(s) in which he/she is required to double.
- iii) In the case of percussion players:

There shall be deemed to be five categories of percussion instruments as listed below and the instruments in each category shall be collectively treated as one instrument:-

Category 1

Non-tuned standard orchestra percussion instruments plus one timpani and one tubular bell

Category 2

Standard orchestral tuned (mallet) instruments. Playing more than three tuned instruments is subject to an additional doubling payment of 10%.

Category 3

Rhythm percussion, standard Latin-American and world percussion instruments. More specialist world percussion instruments are subject to a negotiated doubling fee, usually between 25-50%. World percussion instruments originating from different specific ethnicities fall under separate categories, should not be treated as one.

Category 4

Timpani up to a maximum of four. There is no obligation for a percussionist to play Timpani (with the exception listed in Category 1). If a Musician is asked to play Timpani this will be at the discretion of the Music Director and Principal Timpanist.

Category 5

Drum Kit. There is no obligation for a percussionist to play drum kit. A drum kit may be played by a percussionist at the discretion of the Music Director and Section Principal Percussionist, subject to a doubling fee of 50%.

11. Absence

The Musician shall not without the prior permission of the Orchestra Management appoint or send any substitute or deputy for any performance or rehearsal nor shall he or she be absent from any performance or rehearsal which he or she is required to attend except in consequence of illness or physical incapacity (certified by the production to the Orchestra Management of a certificate from a fully qualified medical practitioner). Where a Musician is absent through illness or accident the engagement of an extra shall be a matter solely within the discretion of the Orchestra Management.

12 **Calls on Statutory Holidays**

All calls as defined in 7ii on statutory holidays shall be payable at double time.

If the Musician is not required to work on a Statutory Holiday the number of calls under Clause 7 (Basic Hours of Work) in the week in which such Holiday occurs shall be reduced by one.

Statutory Holidays shall be as defined in the General Conditions of Employment.

Where (as in Scotland) Statutory Holidays occur on different dates to those listed above the Statutory Holidays shall be those dates applicable to England.

Where Statutory Holidays occur in non-working weeks, a payment of the equivalent of a three hour call (1/6th of basic week) will be made for each such day.

13 **Scheduling and duration of calls**

i) **Rehearsal Scheduling**

Rehearsals in London will normally be called between the following times:

10:00 - 13:30

14:00 - 18:00

18:00 - 23:00

Time outside these limits will be paid as rehearsal overtime under clause 9iii (additional payments). This clause will not apply to performances or to rehearsals on tour.

ii) **Starting/Finishing Time of Calls**

The Musician shall attend in person and be seated, tuned and ready to play at the stated time of the performance or rehearsal except for Special Performances when the Musician will be notified by the Orchestra Management of the time for seating, and will be paid from that time.

In the case of a performance the Musician shall remain in the pit until 'house lights' and that time will be deemed as the end of the call for the purpose of calculating any overtime payment due.

iii) **Rehearsal breaks**

There shall be an interval of not less than five minutes per hour worked, or part thereof, to be taken no later than halfway through the rehearsal unless by prior agreement between the Conductor and the Orchestra. In the case of a four-hour call no less than two breaks shall be taken - the first being taken no later than one and a half hours from the beginning of the rehearsal.

iv) **Captive Time**

Rehearsals at venues outside London will not normally be scheduled before 2.00 pm on Mondays in any week.

14. **Lay-out**

The seating lay-out of the Orchestra shall be at the discretion of the Orchestra Management.

15 Touring

- a) Birmingham Royal Ballet is entitled to require the Musician to tour in the UK and overseas, provided that:
 - i) When on tour in the UK the Musician shall be paid in addition to his or her weekly salary a touring allowance in accordance with the MU/UK Theatre agreement.
 - ii) In the event that a Musician on tour in the UK is required by BRB to remain in one venue for more than two complete weeks, he or she shall be provided with a return Standard Class or concessionary rail fare to London from the venue.
 - iii) For payments relating to overseas work see General Conditions of Employment.
 - iv) For Concert engagements the subsistence allowance and/or payments for late return and/or distance and travel payments as agreed between the MU and the ABO shall apply.
- b) The requirement, quoted under Touring in the General Conditions of Employment, for employees to stay within fifteen miles of the theatre in which the Company is performing while on tour does not apply to members of the Royal Ballet Sinfonia.

16. Travel and Transport of Instruments and Baggage

- i) Travel outside of London will be paid as detailed in Appendix E Section 4a.
- ii) Payment of extra nights per diem will be triggered if called before 2pm in venues in excess of 150 miles from London.
- iii) Where an instrument truck is provided by Birmingham Royal Ballet, no portorage shall be payable if the Musician chooses to put their instrument on the transport provided
- iv) If transport is not provided BRB will pay the Musician portorage at the rate set out in appendix B for the following instruments: harp, double bass, timpani, percussion, cello, tuba, contra bassoon.
- v) The Musician is under no obligation to use the transport provided by the management.

17. Use of Recorded Music

Birmingham Royal Ballet shall not without the Union's prior consent use or approve the use of any recorded music in substitution of the performance or rehearsal required of the Musician under his or her contract.

As an exception to this clause, Birmingham Royal Ballet may use recorded music for:

- a) Ballet studio rehearsals, stage rehearsals and some educational purposes by agreement with the Musicians' Union.
- b) An exceptional emergency to avoid an on-the-day last-minute cancellation of a performance using an in-house recording made either for that purpose or from a General Rehearsal recording. If a recording is used, then financial recompense for freelancers involved in that recording will be discussed and agreed between the MU and BRB. In any such situation BRB will do its utmost to consult with the MU Steward beforehand, and any recording used will be in agreement with the Music Director

18. Media

Refer to Appendix G for all media terms and payments for all musicians.

19. Press/Media

The Musician shall not, except with the consent of BRB, claim to represent the Management of Birmingham Royal Ballet or of the Royal Ballet Sinfonia in any public statement.

20. Force Majeure

20.1 Definition

For the purposes of this Agreement, *Force Majeure* means any event or circumstance beyond the reasonable control of Birmingham Royal Ballet which prevents, hinders or delays the performance of its obligations, including (without limitation) acts of God, fire, flood, epidemic or pandemic, industrial action, failure of utilities, governmental or regulatory action, closure of theatres or venues, or any similar event.

20.2 Effect

In the event of closure or Force Majeure, the Musician's salary shall continue and Birmingham Royal Ballet may redeploy the Musician to alternative duties. Any furlough or lay off shall only occur in accordance with statute.

21. Company/Theatre Rules

- i) All notices referring to the Orchestra in general shall be placed on the Orchestra notice board, and the placing of such notices shall be deemed to be valid notice to every member of the Orchestra.
- ii) The Musician shall comply with and conform to the policies of any theatre or venue in which the Orchestra may be rehearsing or performing, and all policies made by Birmingham Royal Ballet except where such policies are contrary to the terms of this Agreement or incompatible with the Musician's membership of the Union.

Appendix A

Minimum Rates of Pay with effect from 1 April 2025 in 2025/26 financial year

1	Tutti	£662.96
	Sub-Principal	£679.08
	Principal	£701.50

2 Single session rate for up to and including 5 in any one week:

Tutti	£110.50
Sub-Principal	£113.18
Principal	£116.92

Appendix A (i)

Royal Opera House Payments

The following additional payments apply when members and extra players work at the Royal Opera House solely for the Royal Ballet or Royal Opera:

If employed on a weekly basis (i.e. payments of 1/8th of weekly basic per 3 hour call) an additional £45 per 3 hour call will be paid

If employed on a non-weekly basis (i.e. 1/6th of weekly basic per 3 hour call) an additional £25 per 3 hour call will be paid

Should the call run into overtime, rates as detailed in the body of this agreement i.e. double time on Sundays and Bank Holidays will be applied to the basic session rate only. The additional payments of £45 and £25 will not be subject to overtime payments.

The Media Agreement for the Orchestra of the Royal Opera House

Only the following sections of the Media Agreement for the Orchestra of the Royal Opera House will apply:

- Archival Use
- Capability
- Additional Media Access, with the exception of documentary or commercial purposes
- Third party commercial Use

Any other media recordings will be subject to PACT/BPI agreements and/or individual negotiation with BRB Management and the Musician's Union, depending on the request.

Appendix B

Porterage rates

Cello	£13.12
Contra Bsn	£13.12
Double Bass	£18.27
Tuba	£18.27
Harp	£63.74

*Special rate £20.13 for contract work in Central London (basses only)

Appendix C

RECRUITMENT PANELS

AUDITIONS

Orchestra Management will nominate a maximum of five people to sit on the panel for any orchestra audition process.

Each panel will consist of:

- A maximum of 3 members of the recruiting section or instrument family, with a minimum of one Section Principal.
- One other member of the orchestra from another instrument family (eg if a string position is being recruited then this panel member must be either woodwind, brass, percussion or harp)
- Music Director for Section Principal and Principal positions
 - In the absence of the Music Director for Sub-Principal and Rank and File positions, one other member of the orchestra will take the last place on the panel, decided between Head of Panel and Orchestra Management

The composition of the panel will be discussed with the recruiting section and orchestra management in the first instance. Head of Panel will be chosen, usually the Section Principal or another member of the recruiting section or family.

The intention is that each panel is representative of a diverse cross-section of the orchestra, and therefore orchestra management reserve the right to refuse panel suggestions if absolutely necessary.

The panel must be in place for the first round of auditions and remain so (allowing for “force majeure”) throughout the appointment process.

An Independent Assessor may be invited to be a member of the panel if deemed necessary by the Orchestra Management.

In the event of an orchestra member presenting good reason to, and subsequently being allowed to, withdraw from the panel, the panel must retain an odd number of members so this panel member will need to be replaced. Any replacement shall be nominated by the Orchestra, with agreement from Orchestra Management.

INTERNAL APPLICATIONS

In the event of a member of the Orchestra applying for a position they must apply by the published closing date as failure to do this may adversely affect the constitution of the panel.

APPOINTING DECISION

All decisions on the offering of trials or permanent appointments will rest with the Orchestra Management and the Music Director (or his nominee) in consultation with the panel. In the event of there being an equality of votes for or against a candidate, or if there are strong opinions against a candidate within a small number of the panel, the Music Director, or his nominee, has the casting vote.

TRIALS

The Music Director will join the recruitment process for Sub-Principal and Rank and File positions once trials have commenced.

A maximum of two orchestra members (one member in the case of Sub-Principal and Rank and File positions) will join the recruitment process after the audition process is completed and trials have commenced. The size of any panel must be either 5 or 7.

Extra orchestra members will be nominated by Management, and agreed with Head of Panel, taking into consideration the diversity of the current audition panel.

Panel members should be encouraged to speak to as many orchestra members as possible before any panel meeting to collate feedback from across the orchestra.

MANAGEMENT

In addition to panel members, the Orchestra Manager and/or Assistant Orchestra Manager will be present at all auditions and panel meetings in a non-voting capacity.

Head of Orchestra may also be present at panel meetings if necessary.

REMUNERATION & SCHEDULING

Any musician panel member attending auditions will be paid £25.08 per hour or part thereof in 30 minute increments.

Scheduling of audition days will generally be in 3 hour calls, with 1 hour for lunch, unless in exceptional circumstances which will be discussed with the individual panel and agreed on a case-by-case basis.

Auditions on a non-working day will be paid at a minimum of 3 hours.

Auditions on a working day will be paid at a minimum of 1 hour.

Head of Panel will be paid 1 day of audition hours (6 hours) per annum to acknowledge administration hours. This fee includes all general administration, collating/writing feedback for auditionees and trialists, and may include calling candidates with results of their trial.

Appendix D

Orchestra Pension Scheme

1. Payments

BRB will make regular contributions from salary as agreed between the MU and BRB, based on the rates listed below to each qualifying Orchestra Member. The contribution will be paid into the Orchestra Member's choice of either: the (MU) Aviva Scheme (or whichever MU scheme applies from time to time); or the BRB employer scheme with Scottish Widows (or whichever employer scheme applies from time to time), as applicable, in the Member's own name.

2. Notes

a) BRB contributions will be paid as per Appendix D clause 1 and the contribution rates set out in Appendix D clause 4.

b) Rates of contribution are based on an average of the 3 tiers of rates of pay as shown below.

c) Members wishing to take advantage of this scheme or in need of further information, should consult the HR team.

3. Contribution rates

Age	Musician	BRB	Total Contribution
Up to 39	4%	5.5%	9.5%
40 to 49	5%	7.5%	12.5%
50 to 59	5%	10.0%	15.0%
60 to 64	5%	12.5%	17.5%

The higher age contributions will apply with the payment next after the musician reaches the trigger age.

4. With effect from 1 April 2020 qualifying members may opt for an alternative BRB pension contribution based on 5% of ACTUAL annual basic pay into either qualifying scheme (employer or MU) Members are advised to take independent financial advice before they decide which to select.

5. Life Assurance

Members contributing to either of the qualifying schemes at Appendix D clause 1 receive the benefit of 3 x Life Cover provided by Met Life (or whichever employer scheme applies from time to time) in the event of death in service.

Appendix E

Extras

Definition of Extras

- 1) Musicians employed by the management to increase the size of the orchestra above 46 when required (venue/rep dependent)
- 2) Musicians employed by the management to replace members in the case of sickness or any other personal absence
- 3) Musicians employed by the management to cover vacant positions.

Definition of Deputies

Musicians employed by either the management or individual members of the orchestra to replace members of the orchestra released by BRB.

Payment for extras and deputies

1) Basic pay for all work (6-8 sessions London, Touring,)

Tutti	£601.70
Sub Principal	£618.36
Principal	£641.32

1-5 calls in a week paid at 1/6 per call

Tutti	£100.29
Sub Principal	£103.06
Principal	£106.89

2) Additional payments (OT/Extra sessions/Seating calls/doubling/porterage)

Calculated on same basis as for full members of the orchestra

3) Sundays

Sunday work will be paid at double-time.

4) Expenses

- a) Mileage for the travel payment will be calculated from Charing Cross to the venue as detailed in the examples below:
Salford 412 return, Plymouth 475 return, Sunderland 554 return, Birmingham 234 return
The travel payment (mileage) rates from 1 April 2025 will be 41p per mile. The mileage rate will be reviewed in line with ABO/MU rates each April.
- b) Travel Time / Sunday Travel
Travel time in excess of the basic hours of work will be paid at single time per half hour or part thereof at Tutti rate
- c) Travel on Sunday will be paid at double time per half hour or part thereof at Tutti rate
- d) Touring Allowance
 - i) Up to & including 5 days
Single performance rate as per UKT Opera/Ballet Touring Agreement payable per day as appropriate.
 - ii) For 6/7 days per week

Weekly rate payable as per UKT Opera/Ballet Touring Agreement

5) **Concerts**

Fees and expenses for the above will be paid in accordance with the ABO/MU agreement.

6) **Recordings**

Players engaged to deputise in or augment the orchestra for recording sessions shall be paid the full current BPI/MU listed orchestra or general rate as appropriate to their position in the orchestra.

7) **Force Majeure**

7.1 Definition

For the purposes of this Agreement, *Force Majeure* means any event or circumstance beyond the reasonable control of Birmingham Royal Ballet which prevents, hinders or delays the performance of its obligations, including (without limitation) acts of God, fire, flood, epidemic or pandemic, industrial action, failure of utilities, governmental or regulatory action, closure of theatres or venues, or any similar event.

7.2 Effect

In the event of closure or Force Majeure, the Musician's fees, excluding expense allowances, shall be paid for short-notice cancellation (two weeks or less) and Birmingham Royal Ballet may redeploy the Musician to alternative duties.

Appendix F

DRESS CODE

All performers must wear smart black performance attire.

This includes:

- Black trousers, skirt or equivalent tailored garment
- Black dress
- Smart black top, which may include a shirt or roll neck
- Black shoes
- Black braces may be worn if required

Jeans, T-shirts, and casual wear are not acceptable.

On certain occasions, formal evening wear may be required, as determined by the nature of the event or by the promoter.

As a general point please note that 'black' means 'black' and not faded or 'almost black'.

The management have the right to inform an individual if it is felt that their outfit is not deemed to be suitable

Appendix G

Recordings, TV, And All Other Media Work (clause to be reviewed in 12 months from initial agreement date)

All musicians rehearsing and performing for Birmingham Royal Ballet agree to give consent to have their performances recorded.

Notice of agreement to consent must be given to all musicians no less than 14 days beforehand, with the exception of News Access which will be no less than 48 hours' notice.

Use of any such recording is subject to either:

- i) "Commercial Recording" et al (as defined below) and/or
- ii) Promotional/EPK - including in-House Recordings (as defined below)
- iii) News Access Code Of Practice (as defined below)
- iv) Archive (as defined below)

i) Commercial recording sessions and television broadcast relay

i a) Television Broadcast Relay

Payment for each television broadcast relay or recording shall be made at not less than the rates currently in operation and approved by the Union for such services.

i b) Commercial Audio Recording Session

Recording sessions may take place within the qualifying weeks or half-weeks which make up the guaranteed term of employment (at present 35 weeks) and shall attract a premium of 50% of the appropriate BPI/MU rate (listed orchestra or general). Where the total number of sessions of Company work or recording work exceeds eight calls, any further recording sessions will be paid at the full BPI/MU rate, and it will be the recording sessions that will be considered the extra sessions. All other terms and conditions will be as set out in the current BPI/MU agreement. The aggregate fee (salary + 50% of BPI rate) should not be less than the full appropriate BPI rate. The General BPI/MU rate will apply when non-repertoire music is recorded. This arrangement shall be regarded as a supplement to the main body of work undertaken by the Royal Ballet Sinfonia, which is playing at live ballet performances.

ii) Promotional/EPK - including in-house recording:

ii a) Birmingham Royal Ballet recognises the need to embrace existing and emerging technologies and make the most of promotional opportunities, whilst at the same time protecting the rights of musicians and copyright holders of musical works.

In-house audiovisual recording is permitted by BRB staff to promote the company, without further payment for members of the Sinfonia, on the terms contained within this Agreement for in-house social media and website publication only, and for use by third parties advertising BRB productions only (eg Sadlers Wells promoting BRB performances or other venues authorised by BRB).

Recordings of the Royal Ballet Sinfonia (audio, visual or audiovisual) made under these terms will be strictly limited to a maximum of 1 camera and 1 audio recorder. Any variation from this will be subject to negotiation and by agreement with the Musicians' Union and/or will be dealt with in accordance with existing BPI/PACT or other such agreements and/or MU rates in place from time to time. Such use will not be unreasonably withheld by the Union.

NB: any general rehearsal will be filmed by 4 or 5 cameras but these cameras will solely capture the dancers onstage and not film the orchestra.

The Music Director, or in their absence Head of Orchestra (or guest BRB conductor in consultation with the Orchestra Committee) shall have final authorisation for any recording or filming that is to be used. They may also require the programme makers to remove from the final version mistakes or extraneous incidents which do not genuinely form part of the rehearsal.

ii a) i) Usage

The usage of the audio, visual and audiovisual footage **listed in the clauses below** is limited to:

- current or future seasons with a maximum 2 year lifespan from the date of the initial recording with the exception of;
- the footage may be permitted to be used for the next revival of the production with the agreement of the MU provided that no more than 5 years has elapsed from the date of the original recording. The MU may at its discretion levy a fee for its use in line with media rates in this Agreement but will not do so unreasonably. New footage will have to be recorded (under the terms of this Agreement) at the next revival to be used in such a future revival. Any use outside of these parameters will be subject to negotiation and by agreement with the Musicians' Union and/or will be dealt with in accordance with existing BPI/PACT or other such agreements and/or MU rates in place from time to time. Such use will not be unreasonably withheld by the Union.

Photography usage is unlimited (refer to clause ii.e)

ii. b) Social Media

Up to 1 orchestra alone rehearsal (excluding the first orchestra alone) and 1 stage & orchestra rehearsal or dress rehearsal per production may be filmed in their entirety for use on social media platforms.

Duration of such use shall be limited to a maximum of 3 minutes aggregate length from each filmed or recorded rehearsal and no musical piece will be used in its entirety. This material may also be used to promote BRB's touring productions on touring venues' social media platforms (authorised by BRB as per clause ii. a) only for current or future seasons.

Any use outside of these parameters will be subject to negotiation and by agreement with the Musicians' Union and/or will be dealt with in accordance with existing BPI/PACT or other such agreements and/or MU rates in place from time to time. Such use will not be unreasonably withheld by the Union.

Social media is defined as unpaid-for platforms where content is shared with audiences. Social media platforms include but are not limited to Facebook, Instagram, Twitter/X, LinkedIn, TikTok, YouTube.

ii. c) Promotional – website

BRB are also entitled to use these social media specific recordings for promotional material to use on BRB's website for one item per production, up to a maximum of four times per season (September- August).

Duration of such use shall be limited to a maximum of 3 minutes aggregate length from each rehearsal that is recorded with no musical piece used in its entirety.

This material may also be used to promote BRB's touring productions on touring venues' websites (authorised by BRB as per clause ii. a) for current or future seasons.

Any use outside of these parameters will be subject to negotiation and by agreement with the Musicians' Union and/or will be dealt with in accordance with existing BPI/PACT or other such agreements and/or MU rates in place from time to time. Such use will not be unreasonably withheld by the Union.

ii. d) Freelancers

For any recorded rehearsal, each freelance musician will be paid £15 per call to acquire the rights contained in clause ii (of this Agreement) for Social Media and Promotional uses only. See also clause ii.f for 'External Promoters'

Any use outside of these parameters will be subject to negotiation and by agreement with the Musicians' Union and/or will be dealt with in accordance with existing BPI/PACT or other such agreements and/or MU rates in place from time to time. Such use will not be unreasonably withheld by the Union.

ii. e) Photography

BRB and/or any BRB authorised party may take photographs at any number of rehearsals or performances for any purpose, without further payment for members or freelancers.

If BRB wishes to request the orchestra to be in black performance dress for photographs during a rehearsal, this can only happen with the agreement of the MU steward with at least two weeks' notice. It is noted that the orchestra prefer to be in performance dress for the first half of a rehearsal only unless under exceptional circumstances with any deviation to this being by agreement with the MU Steward.

ii. f) External Promoters

For any external engagements (concerts, tours etc), if filming or audio recording is requested by the promoter, members will receive a £10 fee per call to acquire the rights for Social Media promotional uses only. Freelance musicians fees will be subject to negotiation and by agreement with the Musicians' Union and/or will be dealt with in accordance with existing BPI/PACT or other such agreements and/or MU rates in place from time to time. Promotion on social media only must be in connection with the concert/tour that the musicians are being engaged for. It will be subject to a maximum of three minutes aggregate length per recorded rehearsal or performance or recording session, with no musical piece used in its entirety, and will be restricted to a maximum 2 year lifespan from the date of the initial recording and on terms similarly in accordance with those contained in clause ii a) i).

Photography permissions will be granted to external promoters without further payment.

Any use outside of these parameters will be subject to negotiation and by agreement with the Musicians' Union and/or will be dealt with in accordance with existing BPI/PACT or other such agreements and/or MU rates in place from time to time. Such use will not be unreasonably withheld by the Union.

iii) News Access Code of Practice

Birmingham Royal Ballet 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 (e.g. under a voice-over) performance usage is allowed from a maximum camera recording time of ONE hour. There is no payment for News Access.

iv) Archive

Birmingham Royal Ballet may make an archive recording of a performance, without payment to the musicians, which will be retained by the company. The recording must be made with only 1 camera and 1 audio recorder.

This recording will not be shared externally with the exception of (i) research purposes, (ii) featured composers for their own study, (iii) for purposes of reporting to funders (where required), (iv) for purposes of education (excluding ticketed events). This archive recording will not be made available online. Any use outside of these parameters will be subject to negotiation and by agreement with the Musicians' Union and/or will be dealt with in accordance with existing BPI/PACT or other such agreements and/or MU rates in place from time to time. Such use will not be unreasonably withheld by the Union.

Appendix H

Orchestra Positions

Violin 1

1. Leader
2. Co-Leader
3. Principal Violin no3
4. Sub-Principal Violin no4
5. Tutti
6. Tutti
7. Tutti
8. Tutti

Violin 2

1. Section Principal
2. Sub-Principal No2
3. Tutti
4. Tutti
5. Tutti
6. Tutti

Viola

1. Section Principal
2. Sub-Principal No2
3. Tutti
4. Tutti

Cello

1. Section Principal
2. Sub-Principal No2
3. Tutti
4. Tutti

Double Bass

1. Section Principal
2. Sub-Principal No2

Flute

1. Section Principal
2. Principal Piccolo (doubling flute)

Oboe

1. Section Principal
2. Principal Cor Anglais (doubling oboe)

Clarinet

1. Section Principal
2. Principal Bass Clarinet (doubling clarinet)

Bassoon

1. Section Principal
2. Principal Contrabassoon (doubling bassoon)

Horn

1. Section Principal
2. Sub-Principal
3. Principal
4. Sub-Principal

Trumpet

1. Section Principal
2. Principal

Trombone

1. Section Principal
2. Principal
3. Principal (Bass Trombone)

Tuba

1. Principal

Timpani

1. Section Principal

Percussion

1. Section Principal
2. Principal

Harp

1. Principal