

# Bournemouth Symphony Orchestra / Musicians' Union Freelance Orchestra Agreement – 1 April 2024

## **I. Preamble**

These Terms and Conditions have been agreed between the Bournemouth Symphony Orchestra ('the BSO') and the Musicians' Union ('the MU'). They shall be regarded as having come into force on 1st April 2024 and shall govern the freelance engagement of musicians ('a/the musician') for orchestral, choral and other similar concerts by the Bournemouth Symphony Orchestra. 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%.

Tutti	<b>£132.48</b>
Sub-Principals	<b>£139.25</b>
Principals	<b>£148.18</b>
Section Principal	<b>£162.98</b>

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.

## **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 spread over of three hours - 100% of the appropriate freelance concert rate.
- (ii) Two concerts with or without rehearsal and contained within a spread over of six hours - the appropriate freelance concert rate.

## **3. Extra Rehearsals**

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

## **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 concert rate 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 rate defined in Clause 2 (b) (i) or Clause 3 (b) and is payable at the rate of 25% of the enhanced rate 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 shall be made.

A musician shall not be required to play more than three instruments in any session.

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Doubling fees shall be calculated with reference to a musician's actual concert rate, 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 rate 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  
(vibraphone, xylophone, marimba, glockenspiel, tubular bells)
  - (ii) Latin American and world percussion instruments
  - (iii) Non tuned standard orchestra percussion instruments
  - (iv) Drums (bass drum, snare drum, tom-toms, cymbals, and the usual small accessories)
  - (v) Timpani (up to four drums)

## 6. Distance and travel fees

If the engagement is for a concert or rehearsal at a venue which is over fifteen miles from the recognised central point of a musician's normal centre of employment, and alternative transport is not provided and paid for by the BSO, a travelling & distance allowance of **35p** per mile shall be paid for all miles necessarily travelled in reaching, fulfilling, and returning from the engagement.

- (a) 'Alternative transport' shall not include the shared use of another musician's car.
- (b) Where a musician has travelled by rail, and where the relevant fare has exceeded the travel allowance shown above, an additional payment shall be made to the musician, equal to the difference between the travel allowance and the actual rail fare, for that part of the journey travelled by rail.
- (c) Coach travel by a musician engaged under these Terms and Conditions shall not exceed 400 miles during any period of twenty-four hours.
- (d) 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 BSO, or if the time of return to the musician's normal centre of employment as defined in Clause 8(b) below is after 2am, a payment of **£76.06** for bed and breakfast shall be made, with a higher rate of **£88.09** being paid when the engagement is within the area bounded by the M25 motorway. For the purposes of this clause, 'suitable accommodation' shall be defined as a 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 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.

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## *(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 BSO for time of return between:

midnight and 12.30am	<b>£6.49</b>
12.31am and 1.00am	<b>£12.78</b>
1.01am and 1.30am	<b>£18.31</b>
1.31am and 2.00am	<b>£25.92</b>

'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 **£6.49** per hour or part thereof 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 for engagements under these Terms and Conditions shall be made for the following instruments:

<u>Group A</u>	<u>Payment</u>
Kit Drums	<b>£17.52</b>
Electric Guitar	

<u>Group B</u>	<u>Payment</u>
Bass Saxophone	<b>£14.57</b>
Tuba	
Double Bass	
Contra Bassoon	

<u>Group C</u>	<u>Payment</u>
	<b>£10.31</b>

Baritone Saxophone  
Trombone plus one other brass instrument  
French horn plus one other brass instrument  
instrument  
2 Saxophones  
'Cello

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<u>Group D</u>	<u>Payment</u>
Timpani (per day)	<b>£24.97</b>
<u>Group E</u>	<u>Payment</u>
Harp (per day)	<b>£50.00</b>
<u>Group F</u>	<b>negotiable</b>
Percussion instruments	
Organ	
Electronic keyboards	

A full portage payment shall be due for each day of an engagement, except where a musician chooses 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 portage payment shall not be paid for each night during which the instrument is left at the venue. The venue concerned must be secure.

These payments do not apply when the BSO makes arrangements to transport the instruments, unless the musician is required to bring the instruments to a pick-up point nominated by the BSO, in which latter case portage payments shall be due in full. In cases where air travel within the UK is provided by the BSO under Clause 6(c) of these Terms and Conditions, and it is agreed between the BSO and the musician that 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.

## 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. Broadcasts and Recordings

Each musician shall consent to the recording of rehearsals and concerts subject to the following:

- (e) **Usage**  
Recordings made under the terms of this section (clause 10), may be used for worldwide communication to the public by being made available on demand, paid for or free, or by electronic transmission by wire or wireless means, including but not limited to internet, wire, fibre, cable, satellite, and other telecommunications systems. All assignable performers' rights under this part are vested in the BSO.
- (b) **Digital Concerts Livestream**  
For Livestreamed performances (live or delayed stream) a fee of **£43** will be paid in addition to the daily fees detailed in clause 2(a) above. Livestreams will be available through BSO's digital platforms for 30 days following the performance.
- (c) **Secondary Usage**
  - (i) BSO may use excerpts from any Recording for secondary purposes including compilation products, related to promotion of BSO and to reach audiences who are unable to access the concert hall such as, but not limited to Health, Care and Educational settings.

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- (ii) For sake of clarity, secondary use fees for partial extracts from existing BSO-owned material for wholly commercial purposes such as television advertisement, feature film soundtrack or signature tunes/soundtracks for programmes not featuring the BSO shall not be deemed to be included under the terms of clause 10. In these instances, a further fee shall be payable to those musicians who took part in the original recording at the relevant MU Collective Bargaining Agreement rate.
  
- (d) **Radio / TV Relays**  
For Radio/TV audio and/or audio-visual relays the prevailing MU Collective Bargaining Agreement rate will be paid in addition to the daily fees detailed in clause 2(a) above. Rights granted according to the relevant CBA.
  
- (e) **CD Recordings**  
For audio recordings (CD, digital download or equivalent), the prevailing BPI/MU Collective Bargaining Agreement rate will be paid. For sake of clarity the prevailing BPI/MU Collective Bargaining Agreement rate will be paid in lieu of daily fees. Rights granted according to the CBA.
  
- (f) **Wholly Commercial Media Work**  
Where the Musician is required to perform in any recording for film soundtrack, advertising jingle or TV signature tune/soundtrack recording, the prevailing MU Collective Bargaining Agreement rate will be paid. For sake of clarity the prevailing MU Collective Bargaining Agreement rate will be paid in lieu of daily fees. Rights granted according to the relevant CBA.
  
- (g) **Collecting societies**
  - (i) In the event that the Musician is entitled by law to receive from domestic or foreign collecting societies equitable remuneration or other forms of income in respect of recordings of their performances made under this clause that is additional to that arising under this clause, nothing contained in this clause shall prevent the musician from laying claim to the same. The musician shall not be obliged to account to the BSO for any such income to which they are entitled.
  
  - (ii) BSO is authorised to disclose all necessary information to the relevant collecting societies so as to assist such collecting societies in identifying those who are entitled to receive payments from such collection societies.
  
- (g) **News Access**
  - (i) News Access is in accordance with The Musician's Union News Access Code of Practice.
  
  - (ii) Recordings made for News Access can subsequently be used by the Company for promotional/marketing purposes.

## 11. Health & Safety

The BSO shall use its 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 BSO in meeting health and safety requirements.

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## 12. Date of Payment

The BSO will make payment to the musician, or will credit to the musicians' bank account, on the last Friday of each month for all engagements undertaken by the musician up to and including the penultimate Friday of the month. Payment in December will be made on the last Friday before Christmas. Work after this will be paid in January in the normal way.

## 13. 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 Chief Executive of the Bournemouth Symphony Orchestra and the Assistant General Secretary, Music Industry of the Musicians' Union or other designated union official, 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.

## 14 Duration

Unless they are changed by mutual consent of both parties to this Agreement, these Terms and Conditions shall remain in force until further notice.



Chief Executive Officer,  
Bournemouth Symphony Orchestra



Jo Lavery  
National Organiser Orchestras,  
Musicians' Union

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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. Distance Fees**

The distance fees as defined in Clause 6 of the Terms and Conditions above apply only to 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, the distance fees are replaced by the Touring Supplement, as set out in Clause 4 of this Appendix.
- 3. Travelling Allowances**

If transport is not provided and paid for by the BSO, the travelling allowances as defined in Clause 7 of the Terms and Conditions above shall be paid for all miles necessarily travelled by the musician whilst on tour.
- 4. Touring Supplement**

A daily payment of **£17.33** 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.
- 5. Hotels and Subsistence**

Any hotel provided by the BSO shall be of a 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 BSO, an overnight stay payment as defined in Clause 8(a) of the Terms and Conditions above shall be made.
- 6. Free Days**
  - (a) For non-working days, one-half of the musician's actual concert rate shall be paid, in addition to all other payments.
  - (b) If the opening day of a tour is a non-working day, a half concert rate shall be payable in addition to all other payments.
  - (c) If the final day of a tour is a non-working day, a half concert rate 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.
- 7. 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 as defined in Clause 8(c) of the Terms and Conditions above shall be made 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.