



# Freelance Agreement

Between

**Capella Edina**

- Orchestra / Engager -

and

**The Musicians' Union**

- MU / Union -

the following freelance agreement is made:



## §1 Preamble

- (1) The terms and conditions of this Agreement shall be regarded as having come into force on 1st June 2024 and shall govern freelance engagement of musicians by Capella Edina.
- (2) The terms and conditions in this Agreement shall be reviewed on a yearly basis by the MU and Capella Edina.
- (3) All of the fees shown in this agreement are inclusive of a holiday pay contribution of 12.1%.

## §2 Rates

NB: A definition of which seats in the Orchestra are principal, sub-principal, and tutti can be found in Appendix A.

(1) Single Day Rates (= two 3 hour sessions)

a) Tutti	£140.00
Sub-principal	£150.00
Principal	£165.00

b) Where more than two 3 hour sessions on a single day are required, the individual session rates as shown below at §2 III will be applied to the rehearsal subject to conditions as per §3 I.

(2) Single Call Rates (= only one session on a day)

a) Standard Session

Tutti	£90.00
Sub-principal	£95.00
Principal	£102.50

b) Long Session

Tutti	£125.00
Sub-principal	£132.50
Principal	£143.75

c) Short Session

Tutti	£76.00
Sub-principal	£80.00
Principal	£86.00

d) Single call rates shall not be applied to concerts; the full rate for a single day is always payable even if the concert is the only scheduled session on any given day.

(3) Individual Session Rates



a) Standard Session

Tutti	£70.00
Sub-principal	£75.00
Principal	£82.50

b) Long Session

Tutti	£105.00
Sub-principal	£112.50
Principal	£123.75

c) Short Session

Tutti	£56.00
Sub-principal	£60.00
Principal	£66.00

(4) Schools, Educational, and Outreach Concert Rates

A single day rate can cover up to two concerts with an educational purpose taking place on the same day and exceeding no more than 6 hours of playing time on that day, spread over 7 hours in total (for the inclusion of a meal break of one hour). These concerts would normally be condensed into a spread of 4.5 hours where possible.

### §3 Session Definitions

(1) Concert

A concert will always be defined as being 3 hours in length and will be treated as a standard session as in §3 II lit a. Any concert lasting over 3 hours will be subject to overtime as per §5, and will not be subject to the long session rate, except in the case of concerts with an extended interval which shall be treated as a long session. Such concerts lasting over 4.5 hours will be subject to overtime.

Contracted days in which a concert takes place will always be paid as consisting of no less than 6 hours (two standard sessions). It is understood that scheduling more than 7.5 hours' session time on a concert day is not intended exempt by consultation with the Musicians' Union.

(2) Session

- a) Standard Session: A standard session is defined as a session of up to 3 hours' duration with a break of not less than 20 minutes.
- b) Long Session: A long session is defined as a session of up to 4.5 hours' duration with 2 breaks totalling not less than 30 minutes. A long session may include two concert performances.
- c) Short Session: A short session is defined as a session of up to 2 hours' duration with a break of not less than 10 minutes. A short session may only be called on days which contain a minimum of two standard sessions.



#### **§4 Maximum Call Time**

There shall not be more than a total of 9 hours' session time scheduled in any one day.

#### **§5 Breaks**

(1) Days which contain three sessions will have a minimum 1.5 hour rest period scheduled between two of the sessions designated as a meal break.

(2) Where two long sessions are called in one day there shall be a break of at least 1.5 hours between sessions.

(3) There shall be a break of not less than 1.5 hours between the end of a rehearsal and the start of a concert. Where the rehearsal is scheduled to commence six hours or more before the scheduled starting time of the concert or is at a different venue to the concert a fee of £15.00 is to be made in addition to the concert fee.

(4) Where two concerts with an educational purpose take place on the same day there must be at least a 1.5 hour rest period scheduled between them. However, if the second concert is taking place in a different venue, additional time has to be allowed for travelling.

#### **§6 Overtime**

(1) 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.

(2) For the purposes of this Clause, time-and-a-half is defined as 12.5% of the appropriate basic fee listed in §2 of this freelance agreement for each half-hour unit.

#### **§7 Doubling**

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

(2) 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.

(3) 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.



## §8 Broadcasting and Recording

The Musician, on acceptance of a live engagement under the terms and conditions of this Agreement, accepts and recognises that the concert performance and all associated rehearsal/patching sessions may be recorded or broadcast by audio and/or visual means subject to limitations and uses outlined in Appendix B of this Agreement, without further payment over and above that due under the other clauses of this Agreement.

## §9 Allowances

### (1) Travel, Meals, and Accommodation

Capella Edina reserves the right in all cases to provide transport, meals, and accommodation in lieu of an allowance and there may be circumstances in which a meal allowance is paid but an overnight allowance is not paid or vice versa. Where an allowance is paid the rates are as follows:

### (2) Meal Allowances (UK Tours)

For meal allowances Capella Edina shadows the tax-free allowances as published by HMRC.

- a) Away from base of Capella Edina for more than 5 hours and where there are no Capella Edina canteen facilities (plus £10 supplement if travel is ongoing at 8pm) £5.00
- b) Away from base of Capella Edina for more than 10 hours and where there are no Capella Edina canteen facilities (plus £10 supplement if travel is ongoing at 8pm) £10.00
- c) Away from base of Capella Edina for more than 15 hours and where there are no Capella Edina canteen facilities (and ongoing at 8pm) £25.00

### (3) Accommodation, Breakfast, and 24 Hours Allowances (UK Tours)

Capella Edina will usually arrange and pay for accommodation and breakfast. Where these have not been provided one of the following will apply:

#### a) Maximum receipted allowances (excluding VAT) are:

Bed & Breakfast: £80.00

Accommodation only: £70.00

This receipted allowance is subject to the prior approval of the orchestra's management.

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/or a temporary shortage of nearby hotel rooms) and provided this is brought to the attention of the Engager in a timely fashion, the Engager shall either i) book suitable overnight accommodation



directly on behalf of the player or ii) offer an additional payment equivalent to the difference between the overnight allowance and the cost of suitable accommodation mutually agreed to be available locally.

b) Where Capella Edina arranges and pays for accommodation and breakfast, but players are given the option to arrange their own accommodation and breakfast (excluding staying with friends/family which is dealt with in §9 III lit c below) they will receive reimbursement of the actual cost of accommodation upon production of a receipt and up to a maximum of that which Capella Edina is paying for accommodation and breakfast, but this is also subject to the maximum receipted allowance. Musicians must provide a receipt in order to be reimbursed.

c) Where musicians are given the option to arrange their own accommodation and stay with friends/family a sum of £20.00 will be paid.

d) In addition to the above a 24 hours allowance of £5.00 applies when on tour with the Orchestra.

#### (4) Travel

a) If the engagement is for a concert or rehearsal at a venue which is over 15 miles from the recognised central point of the Musician's normal centre of employment (i.e. home address), and alternative transport is not provided and paid for by Capella Edina, a travelling allowance of 55p per mile shall be paid for all miles necessarily travelled on land in reaching, fulfilling, and returning from the engagement, plus any tolls, tunnel/bridge, and congestion charges necessary to complete the journey. 'Alternative transport' shall not include the shared use of another musician's car. Please note that organisations such as the AA, MU, and ROSPA recommend a 15 minute break should be taken in every 2 hours of driving.

b) If alternative transport is provided and paid for by Capella Edina, a reduced travelling allowance of 25p per mile shall be paid.

c) When air travel within the UK is provided and paid for by Capella Edina, 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 Capella Edina, 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) Coach travel by musicians engaged under this agreement shall not exceed 250 miles during any period of 24 hours.

f) In cases of dispute, the shortest recommended Google Maps mileage shall be taken as the authority for distances.



g) 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 Capella Edina:

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

'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 15 minutes after the finishing time of the concert or rehearsal, as defined in §3 above.

#### (5) Travel Days (UK Tours only)

An amount equal to the relevant engagement fee specified in clause §2 II lit a above will be paid for:

- a) each orchestral travel day; and
- b) where there is travel on a final day of a tour and if the orchestra returns to base after 13.00.

#### (6) Foreign Tours

Arrangements regarding all aspects of foreign touring shall be subject to separate local agreement.

### §10 Porterage

a) <u>Group A</u> Double Bass, Electric Bass, Electric Guitar	£18.00
b) <u>Group B</u> Bass Saxophone, Tuba	£14.00
c) <u>Group C</u> 2 Saxophones, Baritone Saxophone, Bass Clarinet plus 1 other instrument, Cello, Contra Bassoon	£10.00
d) <u>Group D</u> Piano Accordions	£7.00
e) <u>Group E</u> Drum Kit, Harp, Percussion instruments, Timpani	Negotiated individually

### §11 Payments

All payments will be made by Direct Bank Transfer monthly in arrears.



## **§12 Cancellation and Schedule Changes**

At least 30 days' notice is required to cancel any sessions on which musicians have been engaged under this Agreement if §13 does not apply. After this time the full fee plus appropriate doubling payments must be paid, in addition to any travel expenses already incurred by the Musician at the time of cancellation, on production of receipts.

## **§13 Force Majeure**

(1) If, due to exceptional circumstances as defined in §13 III, a concert engagement is cancelled at short notice and the Musician has been informed of the cancellation prior to commencing his/her journey to the engagement, no fee shall be payable to the Musician.

(2) In the event of the Musician having commenced his/her journey when the cancellation is advised, a full travel payment will be made but no concert fee shall be payable providing an alternative date is offered.

(3) In the context of this clause, 'exceptional circumstances' shall be defined as any circumstances beyond the reasonable control of the Orchestra management which prevent the due performance of a concert engagement including but not limited to war or hostilities; riot or civil commotion; epidemic; earthquake, flood, snow, or other natural disaster; national mourning; fire; strikes; lockouts; or by order of any public authority.

## **§14 Health and Safety**

(1) Capella Edina 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 Orchestra in meeting health and safety requirements.

(2) 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.

(3) 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.





### **§15 Anti Bullying and Harassment Clause**

Capella Edina is a diverse organisation. We are committed to having a working environment where everyone is treated with dignity and respect. We do not tolerate bullying, harassment, and/or victimisation and expect everyone working at or with Capella Edina (including freelancers, sub-contractors, and agency workers), as well as Capella Edina visitors and guests, to behave respectfully towards others and never act in a way that could be regarded as bullying, harassment, and/or victimisation.

The aim of the Capella Edina's Anti-Bullying and Harassment Clause is to help prevent the occurrence of bullying, harassment, and/or victimisation in the workplace, and to provide guidance on how to resolve complaints both informally and formally should such behaviour occur.

For further details consult your point of contact with the Orchestra or the Musicians' Union.

### **§16 Union Membership**

Capella Edina recognises the Musicians' Union as the sole representative organisation for musicians and strongly recommends all musicians to become or remain members of the Union.

### **§17 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 Music of Capella Edina 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.



## Conclusion of the Agreement

Both parties declare that they are entitled to sign this agreement on behalf of Capella Edina and the Musicians' Union.

### Representative of Capella Edina:

Name: Luis Schmidt – Director of Music and Chairman of Capella Edina	
Date: 3rd June 2024	Signature: 

### Representative of the Musicians' Union:

Name: Morris Stemp – MU Orchestras and Health & Safety Official	
Date: 3rd June 2024	Signature: 



## Appendix A - Fee Structure

Below is a list of the fee structure of Capella Edina. Please note that the concertmaster is on a personally negotiated fee not less than the 'principal' rates.

(CM = Concertmaster, P = Principal, SubP = Sub-principal, T = Tutti)

### 1<sup>st</sup> Violins

Chair 1	CM
Chair 2	P
Chair 3	SubP <sup>†</sup>
Chair 4	SubP
Chair 5 beyond	T

### 2<sup>nd</sup> Violins

Chair 1	P
Chair 2	SubP <sup>†</sup>
Chair 3	SubP
Chair 4 beyond	T

### Violas

Chair 1	P
Chair 2	SubP <sup>†</sup>
Chair 3	SubP
Chair 4 beyond	T

### Celli

Chair 1	P
Chair 2	SubP <sup>†</sup>
Chair 3	SubP
Chair 4 beyond	T

### Double Basses

Chair 1	P
Chair 2	SubP <sup>†</sup>
Chair 3	SubP
Chair 4 beyond	T

### Flutes

1 <sup>st</sup>	P
2 <sup>nd</sup> , etc	SubP
1 <sup>st</sup> Piccolo	P
2 <sup>nd</sup> Piccolo, etc	SubP

### Oboes

1 <sup>st</sup>	P
2 <sup>nd</sup> , etc	SubP
Cor Anglais	P

### Clarinet

1 <sup>st</sup>	P
2 <sup>nd</sup> , etc	SubP
Bass Clarinet	P

### Saxophones

1 <sup>st</sup>	P
2 <sup>nd</sup> , etc	SubP
Other Saxes	P

### Bassoons

1 <sup>st</sup>	P
2 <sup>nd</sup> , etc	SubP
Contra	P

### Horns

1 <sup>st</sup>	P
2 <sup>nd</sup> , etc	SubP

### Trumpets

1 <sup>st</sup>	P
2 <sup>nd</sup> , etc	SubP

### Trombones

1 <sup>st</sup>	P
2 <sup>nd</sup> , etc	SubP
1 <sup>st</sup> Bass	P
2 <sup>nd</sup> Bass, etc	SubP

### Tuba

	P
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### Timpani

	P
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### Percussion

	P
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### Harp

	P
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### Keys

	P
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<sup>†</sup> The fee for the marked chairs will lie between a Sub-principal and Principal rate.



## Appendix B - Media Broadcasting & Recording

### Consent

All musicians rehearsing and performing for Capella Edina agree to give consent to have their performances recorded, without additional payment above what is due under the main Agreement, subject to the following allocations and conditions.

Recording and any such use is subject to:

- Non-commercial Recordings
  - Clause (1) Promotional/EPK
  - Clause (2) Archive
  - Clause (3) News Access
- Commercial Recordings
  - Clause (4) Capella Edina Production Broadcasts
  - Clause (5) Other Commercial Recordings

All as detailed below.

Notice of agreement to consent must be informed to all musicians prior to engagement, ideally this should be done at the time the musician is engaged (especially in case of extras and deputies)

### Non-Commercial Recordings

#### (1) Promotional/Electronic Press Kit (EPK)

Capella Edina recognises the need to embrace existing and emerging technologies and making the most of promotional opportunities, whilst at the same time protecting the rights of musicians and copyright holders of musical works.

Musicians engaged under this Agreement will permit Capella Edina to record sections of rehearsal and performance in sound and/or vision, without further payment, in order to produce a promotional/EPK recording. The recorded excerpts used in the EPK must not include any musical piece in its entirety, however short, and will have a maximum duration in aggregate of 10 minutes. Audio/visual recordings of such excerpts should, where possible, be watermarked throughout their duration to deter unauthorised uses.

Promotional/EPK recordings may be used by Capella Edina for its own publicity material including its own website, artist profiles, arts and culture themed programming where the orchestra is featured and may include free and non-commercial presentation by Capella Edina to promote ticket sales for the production for which the Musician has been engaged under this Agreement.



Promotional/EPK recordings shall not be used for the evaluation of the performance of any musician.

For sake of clarity, where an Other Commercial Recording (Clause 5 below) is made for or by a third party, promotional use will be as defined within the appropriate MU collective bargaining agreement.

### (2) Archive

Without further payment, Capella Edina may make an archive recording of a performance by musicians, per production, which will be retained by the orchestra. 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, and v) for purposes of securing work by sending via private communication to potential work partners.

Recordings will, where possible, be watermarked throughout their duration to deter unauthorised uses. Such archive recordings may be commercially exploited subject to the rates and terms stated in Clauses 5 of this Agreement.

### (3) News Access Code of Practice

Without further payment, Capella Edina 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.

## **Commercial Recordings**

### Unit Allocation

Each of the individual recording units under Clause 4, grant the specific usages in the Performers Rights clause below.

Musicians will be entitled to 'Other Commercial Recording' fees under Clause 5 for any recordings made under Clause 4, which are created subsequent to the recordings allocation granted for each.

Any of the allocated recording units not used within the contracted year, can be carried forward to the next years allocation. The units carried forward must be used within that following year, and not accumulated year on year.

### (4) Capella Edina Production Broadcasts



Capella Edina are entitled to make a total of 2 recordings under Clause 4 annually between 1st June 2024 and 31st May 2025, without further media fees due to the musicians, subject to the following definitions:

'Capella Edina Production Broadcasts' refers to the recording and broadcast of a production in full, for a live or deferred transmission on any of their in-house and designated online streaming channels, free to view only. Up to one performance may be recorded to create the final broadcast footage. Uses subject to the details in Performers' Rights.

#### (5) Other Commercial Recordings

'Other Commercial Recordings' refers to any recording of a performance or rehearsal, whether in-house or by a third-party party producer featuring Capella Edina, where the orchestra 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 'Other Commercial Recordings' 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:

- PACT/MU Agreement - Independent Production Film/TV
- BPI/MU Agreement - Commercial Audio
- IPA/MU Agreement - Advertising
- PMAG/MU Agreement - Library/Production Music
- BBC/MU Agreement - BBC TV and Radio
- ITV/MU Agreement - ITV TV

#### **Performers' Rights**

Capella Edina shall acquire the right to use the recorded performances of musicians embodied in the recording(s) as follows:

- Clause 4 (Capella Edina Production Broadcasts) for the purposes of:
  - a) live or deferred transmission online as follows:



i) use on any of Capella Edina's in-house and designated online streaming channels only, free to view, worldwide, in perpetuity.

All performers' rights under this Agreement will be retained by the performer, except where musicians are engaged under the MU's Collective Bargaining Agreements stated in Clause 5. In such cases, the rights granted are as per the terms in the relevant MU Collective Bargaining Agreement.

Musicians will be deemed to have consented to Capella Edina to allow copying of the recording, issuing of copies to the public, rental or lending to the public, and/or making available to the public.

If further use is made of any recording for sync or any backing track use, then the Musicians' Union retains the right to negotiate and collect secondary payments from any production company or agency and subsequently distribute royalties to musicians as per the MU Royalties policy.

Any dispute regarding further use or licensing of a recording will be referred to the Musicians' Union.

### **List of Participating Musicians**

Capella Edina 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 members of the Orchestra 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.