



MU HOUSE AGREEMENT OCTOBER 2024

English National Ballet (ENB) / Musicians' Union (MU) Agreement for the Minimum Terms and Conditions for the Employment of Musicians

English National Ballet
English National Ballet Enterprises Limited

This Agreement is made between **English National Ballet**, of 41 Hopewell Square, London E14 0SY ("the Company") and **The Musicians' Union** of 33 Palfrey Place, London, SW8 1PE ("the Union") covering London seasons and touring in the United Kingdom

English National Ballet recognises The Musicians' Union as the sole Trade Union for negotiating terms and conditions of employment of Musicians under this Agreement.

English National Ballet Philharmonic shall be English National Ballet's first call for all orchestral work in the UK. English National Ballet Philharmonic shall also be English National Ballet's first call for foreign tours where practically and financially viable.

Section 1: Date and duration of the Agreement

1. The terms and conditions set out in the Agreement shall be **effective from April 2024** and shall be valid for a period of one year from this date. The Agreement shall be subject to an annual revision to incorporate any new provisions to become effective with each new financial year.
2. This Agreement shall remain in force until such time either party provides no less than 2 months written notice to terminate.

Section 2: Definitions

1. For the purpose of this Agreement, the employee of English National Ballet shall be referred to as 'the Musician' and the management of English National Ballet shall be referred to as 'the Company'. 41 Hopewell Square, London E14 0SY shall be considered the place of work.
2. The term 'on tour' shall mean any work outside of Zone 6 as defined by Transport for London.
3. A 'session' is defined as a call of 3 hours for each Musician in respect of any performance or rehearsal.
4. Extreme circumstances are defined as those resulting from an event or events outside of the reasonable control of the Company, the Musician or the Musicians' Union which render the Company unable to meet its obligations under this agreement despite having used its best endeavours to make alternative arrangements. Examples of such circumstances are acts of

MU HOUSE AGREEMENT OCTOBER 2024

nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war or unrest, terrorist activities, government sanction, blockage, embargo, or interruption or failure of power supplies necessary for the performance to take place.

5. Further definitions maybe added to this Agreement as required and by mutual agreement.

Section 3: Hours of work

1. Work schedule

The calendar year's provisional schedule will be outlined by the Company to the Musician by September of the preceding year. Any alterations to the provisional schedule will be notified to the Musicians giving at least two calendar months' notice. The final confirmation of weeks of employment, together with full details of rehearsals and performance calls, will be given not less than four clear weeks before the beginning of a period of work, and receipt of this final confirmation will constitute a binding contract.

2. The working week

- (i) A regular working week shall be Monday to Saturday inclusive.
- (ii) Sunday work shall be paid at double time and worked by mutual agreement, and shall not be included in the minimum requirements of guaranteed weeks as set out in Section 3, Clause 3 (a).
- (iii) If the day after Christmas Day should fall on a Saturday, or New Year's Day should fall on a Saturday, the Musician shall be paid at double time for work completed.

3. Guaranteed work

- (a) The Company shall guarantee to the Musician a minimum of 80 sessions of work in each financial year, subject to clause 3(e). The Financial Year for ENB begins on 1 April and ends on 31 March.
- (b) Within each financial year, this will be arranged with at least half of guaranteed sessions of work to be provided outside of the winter Coliseum season..
- (c) The Musician shall work a minimum of 50% of all guaranteed sessions
- (d) Notwithstanding Clause 3 (a) above, the Company may relinquish its guarantee of sessions in the event of extreme circumstances, including:
 - i any reduction of 10% or more in the Arts Council funding
 - ii non-renewal of the contract for the hire of the Coliseum.
- (e) However, the Company shall not relinquish this guarantee without prior consultation with The Musicians' Union and Committee members.

MU HOUSE AGREEMENT OCTOBER 2024**Section 4: Salary and allowances****1. Minimum salaries**

- (a) Subject to the Musician performing their services in accordance with the terms of this Agreement (or being ready, willing and able to do so) the Company shall pay to the Musician in respect of each week of the engagement (or each performance or rehearsal, in case of an engagement) not less than the applicable minimum salaries outlined in Annex I.
- (b) When the Musician works less than 5 sessions, the Single Performance Rate shall be applicable to each session (Annex I).

2. Services covered by the foregoing salaries

The weekly salary paid to the Musician shall cover work as required by the Company for a maximum of eight sessions per week on any of the six weekdays thereof.

3. Sunday travel

For each thirty minutes (or part thereof) during which a Musician is required by the Company to travel on a Sunday they shall be paid double the Sub-Principal half hourly performance rate (i.e. one twenty-fourth of the weekly salary). For this purpose, the travelling time shall be calculated as being the scheduled rail travel time.

4. London travel allowance

The Musician shall receive a London travel allowance (see Annex I) for calls within Zone 6.

5. Travelling outside Zone 6

- (a) When a Musician is required to travel outside of Zone 6 (as defined by Transport for London) to the venue at which they will be required to perform, the Company shall pay to the Musician the equivalent of standard class rail fare to and from London and from place to place throughout the engagement. Any incidental transport whilst crossing London during the course of a tour (as distinct from at the inception thereof) shall also be paid for by the Company.

6. Touring allowance

- (a) When the Musician is required to tour in the United Kingdom, a touring allowance of an amount not less than that currently prevailing under the UK Theatre's Opera and Dance Touring Allowances shall be paid in the week in which it applies. One-sixth of the weekly rate is payable for each day up to and including five days. The full weekly rate is payable for six or seven days on tour.

MU HOUSE AGREEMENT OCTOBER 2024

- (b) Where the final call of the week in which there are 5 or fewer days on tour is a matinee, the following pro-rata Touring Allowances shall be paid according to the scheduled arrival time by rail at a London terminus:
- (i) At 8.00pm or before – one third of the appropriate daily Touring Allowance (single performance rate)
 - (ii) Between 8.01pm and 10.00pm – two thirds of the appropriate daily Touring Allowance (single performance rate)
 - (iii) At 10.01pm or later – the full appropriate Touring Allowance (single performance rate)

The touring allowance shall be payable for periods of work which take place outside of Zone 6.

7. **Short contracts**

Where the Company presents more than one programme in any one week at a venue outside of Zone 6, a Musician employed by the Company on the single performance rate above (except in the case of sickness or other emergency) shall be paid for not less than three sessions (but the daily touring allowance shall be paid only for the day(s) actually worked).

8. **Payment for services other than those covered by the weekly salary or single performance rates**

- (a) **Additional sessions**
One-eighth of the Musician's basic weekly salary shall be payable for any session in excess of eight per week.
- (b) **Sunday rehearsals or performances**
Payment for any Sunday rehearsal or performance, with a maximum duration of three hours, shall be a double session fee, i.e. one-quarter of the Musician's basic weekly salary.
- (c) **Overtime**
For each fifteen minutes (or part thereof) worked in excess of three hours per session, the Musician shall be paid at a rate of time and a half of the appropriate basic weekly salary or the single performance payment as applicable, i.e. one-eighth of the rate per session. Maximum overtime of one hour per session shall be permitted. Should a session exceed four hours, an extra session fee shall become payable.
- (d) **Stage performance**
A Musician required by the Company to perform on stage but not in view of the audience shall be paid an additional sum as set out in Annex I.
- (e) **Doubling/trebling**
- (i) A Musician shall not be required to play more than two instruments except in the woodwind/reed section, where three instruments may be played. The



MU HOUSE AGREEMENT OCTOBER 2024

Company shall pay the Musician an additional 15% of the appropriate weekly salary (or single performance rate, where applicable) for playing two instruments or an additional 30% thereof for playing three woodwind/reed instruments. The aforesaid additional payments shall be payable in full for any week during which the Musician is required to double or treble. For the purpose of this section only, "weekly salary" shall be calculated to include payments for additional sessions as set out above.

- (ii) The following pairs of instruments shall be treated as only one instrument:

Piano and Celeste
Organ and Celeste

- (iii) In the case of percussion players there shall be deemed to be four categories of percussion instruments as listed below and the instruments in each category shall be collectively treated as one instrument (except in the case of category 2 where only a maximum of any three instruments therein may be treated as one instrument) and accordingly the Company may require a Musician to play any one or more of the instruments in any one category at not less than the minimum salary applicable to his/her position in the orchestra and any one or more of the instruments in any one of the remaining three categories (notwithstanding the provision above in respect of category 2) subject to paying him/her in accordance with (i) above.

Category 1:

Basic Percussion Instruments: Bass Drum, Snare Drum, Cymbals plus the usual small accessories and reasonable effects (including Castanets and Tambourine) plus one Timpani and one Tubular Bell.

Category 2:

Tuned Mallet Instruments: Glockenspiel, Marimba, Tubular Bells, Vibraphone, Xylophone.

Category 3:

"Latin American" Rhythm Instruments including Claves, Maracas, Bongos.

Category 4:

Timpani - a maximum of four.

- (f) **Seating Rehearsals**



MU HOUSE AGREEMENT OCTOBER 2024

A Seating Rehearsal shall be held on the first performance day at each new venue, and there shall normally be a maximum of one Seating Rehearsal per week. However, the Company may request an additional Seating Rehearsal in the same venue, in the event of multiple repertoires. The Seating Rehearsals shall be permitted only at venues outside London. The definition of "Seating Rehearsal" shall mean a call held within two hours of the first performance of the week, and shall not exceed thirty minutes in length. A Seating Rehearsal may be used for the purposes of arranging Musicians in the pit, balancing sound and rehearsing. A Seating Rehearsal payment shall be made to each Musician engaged on the first day of each touring week, whether or not a Seating Rehearsal is actually called. The payment shall increase in line with the annual increase (where applicable).

9. Porterage

For the transport of the instruments below, a Musician shall receive a portorage payment (see Annex I - Portorage Payments), provided that it shall be assumed that a Musician shall always be required to remove his/her instrument(s) from a theatre or other place of performance of the week, even if further performances are to take place in the same venue in the week that follows. If a Musician is required by the Company to remove his/her instrument(s) from the theatre temporarily, a payment of the amount shown in Annex I shall cover both the removal and the return.

GROUP A

Vibraphone
 Xylophone
 Chimes
 Drums
 Marimba

GROUP B

Electric Accordion
 Electric Guitar
 Bass Saxophone
 Tuba
 Double Bass

GROUP C

Contra Bassoon
 Glockenspiel
 Baritone Saxophone
 Trombone plus one other brass instrument

 French Horn plus one other brass instrument
 Cello
 Alto or Tenor Saxophone and Bass Clarinet
 Alto or Tenor Saxophone and Pair of Clarinets (A and Bb)
 Pair of Clarinets (A and Bb) and Bass Clarinet

GROUP D

Harp
 Timpani
 Organ
 Electric Piano and other electronic keyboard instruments

Should a Musician be required to transport an instrument listed above while touring outside of Zone 6, portorage payments shall be made throughout the tour. When transporting an

MU HOUSE AGREEMENT OCTOBER 2024

instrument included in the above list within the London congestion charge zones, the Musician shall be reimbursed the applicable congestion charge.

10. Instrument Maintenance and Clothing Allowance

- (a) An enhanced instrument maintenance and clothing allowance shall be paid to the Musician after the end of the Financial Year; the full allowance for the full year is £500 and this will be calculated pro rata for work completed by the Musician, in relation to the amount of work offered to the Musician.
- (b) This allowance is eligible for Rolled Up Holiday Pay.
- (c) This allowance will be effective from Financial Year 24/25 and payable from March 2025 for work done in the 24/25 Financial Year. In order to complete the calculation based on work done in the whole Financial Year, payment may be made in April in subsequent years.

Section 5: Pension

If a Musician contributes at least 5.5% of their basic fees plus media and holiday payments into the Company Pension Scheme, the Management will pay 7% of basic fees plus media and holiday payments specifically to fund an additional pension contribution.

Section 6: Holidays

1. Holidays

- (a) The Company annual leave year runs from **April to March**.
- (b) Holiday pay will be paid as Rolled Up Holiday Pay.(RUHP)
- (c) The Musician will receive holiday pay for work performed in each pay period.
- (d) RUHP will be calculated at 14.54% and is based on time worked and the relevant pay rates in each pay period. The rate of 14.54% for RUHP calculation is based on a full time annual holiday allowance of 5 weeks plus bank holidays
- (e) Relevant pay rates for the purpose of holiday pay include additional session fees, Sunday performance and rehearsal fees, media payments and overtime. The RUHP will be shown in the itemised payslip for each pay period worked.

2. Pay for work performed on bank holidays

If a Musician is required to work on any day announced by the government to be a bank (public) holiday, they shall be paid double time for such work. If the day after Christmas Day should fall on a Saturday, or New Year's Day should fall on a Saturday, the Musician shall be paid at double time.

MU HOUSE AGREEMENT OCTOBER 2024

Section 7: Sickness and accident

1. Any sickness absence must be reported to the Orchestra Manager at the earliest opportunity. In all cases of illness or accident the Musician may be required to supply the Company with a certificate. For any sickness absence up to and including 7 days, this may be a self-certificate. For any sickness absence of more than 7 days the Musician must submit a doctor's certificate to the Orchestra Manager, within 2 weeks of the start of the absence.
2. In the event of a Musician who has been engaged for at least 3 sessions in any one week being absent through sickness or accident, the Company shall pay his/her basic salary at the end of the current week in which the sickness or accident shall occur together with any sums which may be due in respect of any other services rendered under the contract. In the event of reported absence through illness or accident, the Musician shall be entitled to receive Occupational Sick Pay, which is paid as inclusive of Statutory Sick Pay, paid at the rate of their weekly salary for an aggregate period not exceeding four weeks in any one rolling year.
3. Where the Musician is engaged for more than 8 sessions in any one week, and they have completed a minimum of 4 sessions, in the event of illness occurring in that week, they shall be paid for the total number of sessions scheduled in that week.
4. Where illness or accident occurs when the Musician is engaged to work outside Zone 6, and the Musician, by mutual agreement with the Orchestra Manager, returns to London for treatment, touring allowance will not be payable until the Musician returns to work. The appropriate rail fares required to enable the Musician to return to London and to rejoin the orchestra will be paid by the Company.

Section 8: Deputies

1. The Musician shall not, without the Orchestra Manager's prior permission, appoint or send any substitute or deputy for any performance or rehearsal nor shall they be absent from any performance or rehearsal which they are required to attend except in consequence of illness or physical incapacity (certified by the production to the Orchestra Manager of a self-certificate or medical certificate as required by Section 7.1). Authorised absence will be by agreement with the Orchestra Manager. The first choice of deputies will be from a pool of players agreed by the Orchestra Manager and the relevant principal player and approved by the Music Director.
2. Should the Musician fail to adhere to Section 8:1, they may be subject to the Company's disciplinary procedures.

Section 9: Augmentation of orchestra

When the orchestra is enlarged beyond normal requirements, extra Musicians shall be drawn from a pool agreed between the Orchestra Manager and the relevant section principal player and approved by the Music Director.



MU HOUSE AGREEMENT OCTOBER 2024

Section 10: Disciplinary Procedure and Capability Procedure

In the event the Company should be dissatisfied with an employee's work performance in terms of conduct or capability, the Company may initiate its Disciplinary Procedure or Capability Procedure.

Section 11: Union membership

English National Ballet recognises the Musicians' Union as the sole Trade Union for the purpose of representing the interests and negotiating wages and working conditions of Musicians engaged by English National Ballet in the United Kingdom. All Musicians engaged by English National Ballet shall have the right to belong to the Musicians' Union.

Section 12: Use of recorded music

The Company shall not without the Union's prior consent use or approve the use of any recorded music in substitution, amplification or augmentation of the performance required of the Musician under this Agreement.

Sections 13: Electronic instruments

Instruments and devices incorporating pre-recorded sounds or providing sounds by electronic means may be used provided that they do not replace or reduce the employment of conventional instrumentalists on engagements carried out under this Agreement where conventional instrumentalists may reasonably be expected to be used.

Section 14: Conciliation

In the event of any dispute or difference arising between the Company and a Musician as to the interpretation of this Agreement and if such dispute or difference cannot be resolved between the parties thereto within a reasonable time then at the request of either party it may be referred to a Conciliation Board (consisting of an equal number of representatives from UK Theatre and the Union) which shall meet and give a decision with the utmost despatch and in any event within not more than 28 days and such a decision shall be final and binding on the parties to the dispute or difference.

Signed on behalf of
The Musicians' Union

Signed on behalf of
English National Ballet



MU HOUSE AGREEMENT OCTOBER 2024

Date

Date

Appendix 1

Rates of pay (effective 1 April 2024)

	Basic weekly salary	Pro-Rata	Single Performance Rate
Section Principal	£680.72	£85.09	£136.14
Principal	£592.16	£74.02	£118.43
Sub Principal	£565.04	£70.63	£113.00

The above ranks are defined as follows:

Section Principal

Principal Flute, Oboe, Clarinet, Bassoon, Horn, Trumpet/Cornet, Trombone, Bass Trombone, Tuba, Timpani, Percussion, Harp, sub-leader (No. 3 1st violin), second violin, viola, cello and double bass. All keyboard players.

Principal

All wind players not included above. Second harp and percussionist. No. 4 1st violins. No. 2 2nd violin, viola, cello and double bass.

Sub-principal

All percussionists not included above. Third and Fourth desks 1st violins, Second and Third desks 2nd violins, Second desk violas and cellos and third double bass.

Porterage payments

Group A	£34.23 per instrument
Group B	£28.29 per instrument
Group C	£20.68 per instrument or group of instruments
Group D	Subject to negotiation between the Company and the Musician

Other payments/allowances

- Seating rehearsal payment:** £17.40 per seating rehearsal.
- London travel allowance:** £43.80 per week.
£7.30 per day.
- Stage performance:** £8.22 per performance.
- Sunday travel:** £23.54 per half hour of train scheduled journey time.
- Instrument maintenance and clothing allowance :** £500 per Financial Year, pro rated to the amount of work completed, relative to the amount of work offered to the



MU HOUSE AGREEMENT OCTOBER 2024

Media payment: Musician each Financial Year; payment is eligible for RUHP.
 Payment to be made only after the end of the Financial Year.
 £7.58 per session

Annex 1

English National Ballet (ENB) / Musicians’ Union (MU) Agreement for the Terms and Conditions of Media Rights and Assignment

English National Ballet
 English National Ballet Enterprises Limited

1. DATE AND DURATION OF AGREEMENT

1.1 The terms and conditions set out in the Agreement shall be effective from 1 September 2019 and shall be valid for a period of two years from this date unless either party provides not less than six months written notice to terminate.

2. INTRODUCTION

2.1 Upon payment to each Musician the media supplement of £6.74 per session, the MU agrees that subject to prior consultation and notification, rehearsals and performances may be filmed and / or recorded. Any subsequent use / exploitation of material shall be in accordance with the Media Points Allocation in clause 8.

2.2 ENB will use all reasonable endeavours to inform the orchestra through the company noticeboards and / or email at least one week before any session that is being recorded or filmed. ENB will notify the MU Steward of points allocation in accordance with clause 2.1.

2.3 Any variations from this agreement will be through mutual discussion and agreement between ENB and the MU.

3. METHODOLOGY

3.1 For the purposes of this agreement, each broadcast / distribution activity will be allocated a number of points as detailed in the Media Points Allocation in clause 8.

3.2 Where broadcast or distribution commitments are confirmed, points will be allocated prior to recording commencing. Where recording is scheduled without distribution plans, points allocation will be decided between ENB and the MU.

3.3 The media points each year will be for the Orchestra as a group and the amount of points will be determined by the number of calls in a year as follows:

Total Annual Calls	Media Points
106 – 110 calls	27
111 – 115 calls	28
116 – 120 calls	29



MU HOUSE AGREEMENT OCTOBER 2024

121 – 125 calls	30
126 – 130 calls	31
131 – 135 calls	32
136 – 140 calls	33
141 – 145 calls	34
146 – 150 calls	35
151 – 155 calls	36
156 – 160 calls	37
161 – 165 calls	38

3.4 Where there are fewer than 106 calls or more than 165 calls in a year, the number of media points will be subject to further discussion and agreement between ENB and the MU.

3.5 Camera rehearsals for recordings and relays do not count towards the points total. For the avoidance of doubt, no material from such camera rehearsals shall be used in the final product.

3.6 For the purposes of this agreement it is acknowledged that under the terms of the original broadcast and / or scheduled repeats, content is to be made available for catch-up and on-demand for up to 30-days and the points allocated in clause 8 include this 30-day window.

3.7 Any media work scheduled in excess of the allocations shown above will be paid at the relevant per point value. The relevant per point value shall mean the value of a point once the number of calls in a year is finalised.

3.8 At the end of each year, a maximum of 10 points may be carried forward and utilised in the following year.

3.9 Categories of media work not specified in clause 8 may subsequently be included in this agreement and have an appropriate points value allocated subject to agreement between ENB and the MU.

3.10 Extras and Deputies receive the same media supplement as core orchestra members. Freelancers and former core members are remunerated at points value +RPI for further exploitation following end of year of capture.

4. NEWS ACCESS

4.1 News items which include the musical performances of Musicians may be recorded under the terms of this agreement without the further agreement of the MU or those it represents.

4.2 Such news items may only be “communicated to the public” (as defined under the Copyright Designs and Patents Act 1988 (as amended) (“the Act”) at section 20) in news bulletins and/or arts and music magazine/listings programmes, and may not be communicated to the public in general magazine, documentary or any other type of programme, without the Musicians’ written consent and the payment of a fee to be agreed with the MU.

4.3 The broadcaster/production company filming the news item shall ensure that all recording of the Musicians’ performances shall be completed within one hour of commencement of filming.

MU HOUSE AGREEMENT OCTOBER 2024

4.4 The maximum duration of recorded performance that may be communicated to the public in one news item shall be:

- (a) one minute of featured music (i.e. not background or otherwise incidental), and/or
- (b) one minute of non-featured music (i.e. heard in the background of an interview or under a voice over)

In the event the duration of the recorded performance communicated to the public in one news item exceeds these time limits then the broadcaster/production company shall pay the Musicians a fee to be agreed with the MU.

4.5 The broadcaster/production company shall ensure the Musicians are not called upon to exceed the duties for which they are contracted and are not directed to alter their performance or repeat it for the purpose of retakes for the recording of the news item.

4.6 Provided news item recordings are made and used strictly in accordance with this agreement, the MU agrees on behalf of those it represents not to require any written consents to be obtained from or further fees to be paid to the Musicians.

4.7 Save as set out above, nothing shall restrict the rights of performers and/or the MU under the Act or otherwise.

5. ELECTRONIC PRESS KITS

5.1 The Company may record sections of normal rehearsals, dress rehearsals and performances to make audio/visual recordings in accordance with clause 8.

5.2 The recordings may be used for promotional purposes only.

5.3 The recordings will be provided free and for non-commercial presentation to promote ENB.

6. ARCHIVE / REFERENCE RECORDING FACILITY

Musicians agree to participate in audio/audio-visual recordings for archive and reference purposes, for all productions, subject to the following conditions:

6.1 Recordings shall only be made during a scheduled rehearsal, dress rehearsal or performance.

6.2 Specific performances, rehearsals or dress rehearsals must be designated for archive/reference recordings and ENB must give a minimum of one week's notice to the MU Steward of the time, date and place of recording.

6.3 The recordings should only be of the standard necessary for reference.

6.4 A maximum of three copies will be made of the archive recording. All physical copies will be securely stored on ENB premises and all digital copies will be held on a secure server with access strictly limited and managed through a password protected interface. The copies will not be reproduced. Any further reproduction would not be covered by the performers' consent for the initial recording.

6.5 In the event that the designated call suffers a curtailment, which affects the making of the recording, the recording will be destroyed and another call will be designated for the recording. In these circumstances, it is understood that one week's notice may not be possible.



MU HOUSE AGREEMENT OCTOBER 2024

6.6 The production of the recording shall not affect the performance for which the Musicians have been contracted, e.g. by seating, lighting or any other factor, nor shall any ‘retakes’ be permitted for the purpose of the recording.

6.7 Anyone wishing to view the recording must first obtain written permission of ENB’s Head of Digital.

6.8 Under no circumstances may any copy (digital or physical) leave the ENB’s premises without the approval of ENB’s Executive Director or ENB’s Director of Marketing & Communications.

6.9 One copy of an archive recording may be given to the choreographers/licensors under restriction of use so that it is for reference only.

7. EXCLUSIONS

7.1 ENB may not use any recording made under this agreement for the purposes of assessing or evaluating the performance of any Musician.

8. MEDIA POINTS ALLOCATION

	Activity	Use	Points
PERFORMANCE Material to reach new audiences with our performance work	Commercial Audio Release	Per 20 minutes of recorded product, if recorded specifically or solely for commercial sale.	4
		For each recording when using previously broadcast material.	4
	Radio Relay Transmission	One live or deferred relay plus one scheduled repeat.	4
		Per further scheduled repeat.	2
		For additional 30 day ‘on demand’ & ‘catch up’ period not related to a broadcast or repeat.	2
	TV live/recorded transmission of a performance	One UK Network television transmission - BBC1, BBC2, ITV1, Channel 4 (including S4C), five - within the UK and Channel Islands either simultaneous or non simultaneous.	10
		Unlimited UK transmission on all other TV (i.e. all UK TV other than BBC1, BBC2, ITV1, Channel 4 - including S4C, five).	10
		Worldwide Television – excluding UK.	4
		Per further scheduled repeat.	6
		For additional 30 day ‘on demand’ & ‘catch up’ period not related to a broadcast or repeat.	6
	Theatrical Release	Worldwide Theatrical Exhibition.	10
	Commercial Audio Visual Release	For each release, if recorded specifically or solely for the DVD, download, rental or other equivalent media.	20
For each release using previously broadcast material.		10	
AUDIENCE REACH Material to support audience development	Web Streaming	Live or deferred relay of rehearsal or performance where access is free.	2
	Big Screen Relay	Live or deferred relay of rehearsal or performance where access is free.	2



MU HOUSE AGREEMENT OCTOBER 2024

	Small Scale Relay	Live or deferred relay of rehearsal or performance to organisations or spaces not primarily engaged in the business of exhibiting films to the public where access is paid.	2
DOCUMENTARY Material to further the understanding of our work	Audio Documentary	For each documentary made independently of the broadcast of a performance. Allowing 9 hours of recording utilising up to 30 minutes of product.	6
		As above but for each documentary made alongside the broadcast of a performance.	2
	Audio Visual Documentary	For each documentary made independently of the broadcast of a performance. Allowing 9 hours of filming utilising up to 30 minutes of product.	8
		For each documentary made alongside the broadcast of a performance.	4
PROMOTIONAL Material to promote English National Ballet	Promotional Material / EPKs	Material to promote productions and ENB. Each extract or compilation subject to a maximum of 10 minutes music content per production.	0
	Engagement and Cultivation Events	Up to 20 minutes of audio/audio-visual material to be used for ENB engagement and cultivation events where use of ENB Philharmonic is not viable as per Section 13 of the ENB/MU Agreement. Engagement and cultivation events include but are not limited to masterclasses, workshops, ballet intensive and dance insights.	0
	Television and Radio	Up to 10 minutes of previously points-allocated material for broadcast for production specific & general promotional purposes including, but not limited to magazine programmes and generic arts documentaries.	0
	News Access	2 minutes maximum as per clause 4.4	0

Signed by: *Jamie Pullman* Jamie Pullman
 E7A37DF0C9A34FF...

Signed on behalf of
Musicians' Union

01 November 2024

Date

DocuSigned by: *Grace Chan* Grace Chan
 B9AD88583D024C7...

Signed on behalf of
English National Ballet

31 October 2024

Date