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English National Opera
and
The Musicians ' Union

Orchestra Agreement

Dated – 1st September 2026

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This agreement is dated: 1st September 2026

Between:

(1) ENGLISH NATIONAL OPERA of London Coliseum, St Martin's Lane, London WC2N 4ES ("ENO" or "the Company"); and

(2) THE MUSICIANS' UNION of 30 Snowfields, London, SE 1 3SU ("Musicians' Union") on behalf of the members of the orchestra of ENO ("Orchestra")

IT IS AGREED AS FOLLOWS:

1. Definitions

For the purposes of this agreement the following definitions apply:

"Bank Holiday"	means a day officially designated as a public holiday in the United Kingdom.
"Chamber Opera"	means music written for the whole work by the composer for only 1 player to each and every part and for a group of 13 players or fewer. For the avoidance of doubt, keyboard players are counted as players.
"Chamber Music"	means music written for the whole work by the composer for only 1 player to each and every part and for a group of 13 players or fewer and not conducted. For the avoidance of doubt, keyboard players are counted as players.
"Contract of Employment"	means the contract of employment between the Company and each individual Musician.
"Contracted Hours"	means the hours that a Musician is contracted to work for the Company under this agreement.
"Final S&O"	means the final stage and orchestra rehearsals of a production that are intended to be a pre-dress rehearsal run.
"Free Day"	means a day (from one midnight to the next midnight) on which the Musician cannot be scheduled by the Company to work and is a day that may not be used by the Company as travel time or for any other call on the Musician's services.

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"Music Director"	means the person designated, from time to time, by ENO as Music Director.
"Musician"	means an employee who is designated as a member of the Orchestra.
"Orchestra Manager"	means the person designated, from time to time, by ENO as Orchestra Manager.
"Split Days"	means days in which there is a scheduled session in the morning and one in the evening with no scheduled session in between the two.
"E&D Rate"	means the current freelance rate as per the ENO / MU Freelance agreement inclusive of holiday pay.
"Non-Playing Hours"	means any hours credited to the Musician forming part of their annual allocation but not defined as duties under Clause 6.
"Non-Opera"	means all other genres of music other than a fully-staged operatic performance at the London Coliseum.
"Core Opera Work"	means a fully-staged operatic performance produced by ENO at the London Coliseum.
"Non-Call Day"	means a day (from one midnight to the next midnight) on which the Musician cannot be scheduled by the Company to work and is a day that may not be used by the Company as travel time or for any other call on the Musician's services, these are not counted as part of the annual Free Day allocation.
"Transition Week"	means a week in which there is a mixture of Opera and Non-Opera work, or a Touring week.
"Cards"	means the advance annual schedule produced by the Company.
"Concert Day"	means a rehearsal tied to a concert performance on the same day.
"Long Show"	means a performance that is scheduled to run for more than 4 hours.
"Annual / Season"	period of 7 months as indicated on the cards.

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"Track"	A standalone piece or section of music that can be performed on its own and would form one item that can be streamed or downloaded from any recognised media service, e.g. YouTube, Spotify, Apple Music. Examples are to include but not limited to overture, prelude, interlude, aria, scene.

2. Precedent

No previous benefit, agreement or working practice between ENO and the Musicians' Union will be regarded as precedent to be applied to this agreement or future working practices.

3. Duration of Agreement

This agreement is effective from the 1st September 2026 and will continue in force until terminated in accordance with clause 32 or until revised by agreement in writing between ENO and the Musicians' Union.

4. Financial Provisions and Orchestra Structure

4.1 The financial provisions of this agreement are outlined in Schedule 1.

4.2 The current Orchestra structure is set out in Schedule 2.

5. Place of Work

5.1 The primary place of work for the Musicians is London Coliseum, St. Martin's Lane, London, WC2N 4ES.

5.2 In addition to the place of work under clause 5.1 and subject to clause 8 the Musician is required to work in any place as scheduled by the Company.

6. Duties

6.1 The Musician shall be required to rehearse and perform in any type of work including but not limited to:

(a) Opera
(b) Ballet
(c) Music theatre
(d) Concerts
(e) Chamber Opera and Chamber Music, subject to the provisions of clause 4 of Schedule 1
(f) Recordings in any format, subject to clause 12
(g) Broadcasting in any format, subject to clause 12

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(h) Touring, subject to clause 8
(i) Engage – all outreach and education work.
(j) Development – all fundraising and corporate relationships.

6.2 The Musician shall be in their place and be ready to play at the time fixed for the commencement of the rehearsal or performance and shall not be absent from any part of such rehearsal or performance without the prior consent of the Orchestra Manager.

6.3 The end of the performance call shall be when the musicians are able to leave the pit or stage. This moment will either be signalled by the house lights being turned on, or by the leader.

6.4 Tiers
Musicians shall be engaged to play in one of the following tiers:
(a) Section Principal
(b) Principal
(c) Co-principal
(d) Sub-principal
(e) Tutti

6.5 Musicians engaged as Section Principal, Principal (excluding 2nd Trumpet and 2nd Horn) or Co-principal shall be required to play principal parts in their respective instrumental group. Co-principal string players are required to lead the relevant section when requested to do so.

6.6 Sub-principal players are required to play in higher positions in the relevant section which may include leading the section when requested by the Orchestra Manager and/or the Music Director. This will take into account, with the Musician, the artistic considerations relating to the repertoire provided, that if the Musician's Contract of Employment shall include the requirement to lead the section, this sub-clause regarding leading shall not apply.

6.7 If requested by the Orchestra Manager and/or Music Director, Tutti players:

(a) will be required to play Sub-principal in their relevant sections; and
(b) will, subject to mutual agreement, play Co-principal or Principal (1st Violins only) in their relevant sections.

6.8 Where a Tutti player, Sub-principal, Co-principal or / Principal (1st Violins only) player sits in a higher tier such Musician shall be paid the difference between the rate for the relevant higher tier and the Musician's actual rate of pay for the relevant hours subject to clause 13 in respect of long-term absence.

6.9 Violinists may be transferred from either violin section to the other on a temporary basis in order to maintain the required balance between the first and second violin sections, subject to mutual agreement with the Musician and the relevant Section Principals.

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6.10 Premium payments will be made in the following circumstances:

6.11 Doubling

(a) Contractual doubling

The Musician's Contract of Employment will specify those instruments, in addition to their primary instrument, that the Musician is required to play. Such additional instruments will either be bought out in the Contract of Employment with an agreed enhancement to the salary or if not bought out, will be paid in accordance with Schedule 3 and Clause 5 of Schedule 1.

(b) Non-contractual doubling

Where an instrument is not covered in a Musician's Contract of Employment, playing it will be by mutual agreement and payment shall be in accordance with Schedule 1

(c) Doubling payments
Detailed as per Schedule 3 and paid as per Schedule 1. Any instruments that do not fall in these categories will be categorised in consultation with the Musicians' Union and players concerned.

(d) Instrument hiring fees to be negotiated in advance. If no agreement is made then the Company will endeavour to provide an instrument.

(e) There is no financial limit on doublings, however more than two doublings may involve discussion and negotiation with the Orchestra Manager.

(f) A player may only do a maximum of 3 extra doublings/groups of doubling (i.e. main instrument + 3 extra "doubles").

(g) In pieces where it is designated in the score that you play an instrument that is not in your instrument group, this will be discussed and negotiated with the Orchestra Manager.

(h) In pieces where it is designated in the score that musicians shall be requested to sing for effect purposes, this will not result in a doubling fee. Singing parts must be simple in nature, and it will not be used to evaluate the performance of the musician.

6.12 Stage Bands

(a) Musicians may be required to perform in stage bands, either on or off stage, as the work demands and payment for such work shall be in accordance with Schedule 1.

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(b) In the event that a Musician is required to play an instrument on stage, in view of the audience the Company may ask the Musician to agree to: (i) remove facial hair (beards, moustaches etc) for a particular production; or (ii) have his/her hair cut or styled.

(a) In the event that a Musician appears in costume for a production the Musician may be required to have their photograph taken in costume/wig/makeup for wardrobe/production record purposes. This may occur during a costume rehearsal or a performance.

6.13 The Leader has overall responsibility for orchestral discipline during rehearsals and performances.

6.14 Musicians engaged as Section Principal are responsible for the Musicians within their section in all matters concerning discipline during rehearsals and performances.

6.15 Musicians engaged as Section Principal or Principal shall be required to attend any meeting called to discuss bowing or general technique. They shall also be responsible for ensuring that the parts within their section are correctly marked.

6.16 Attendance at Auditions/Meetings Regarding Recruitment

(a) Section Principals and Principals shall be required to be a member of a panel relating to the recruitment of Orchestra members if requested to do so.

(b) All Musicians, other than Section Principals and Principals, may agree to be a member of a panel relating to the recruitment of Orchestra members if requested to do so. For the avoidance of doubt once a Musician agrees to be a panel member they are expected to attend auditions/meetings.

(c) Auditions will be scheduled and hours allocated to the Musician. If the Company is unable to schedule the auditions, the Musician will receive the current E&D rate appropriate to their position. This will cover a 3 hour call. A 3 hour call will be added to the Musician's annual allowance to cover preparation time (short listing). Section Principals with vacancies in their section are not allocated this preparation time.

Where possible, the Company will schedule auditions and meetings close to the time of orchestral calls to minimise extra travel and captive time for panel members.

6.17 Attendance at Meetings

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Attendance at Company meetings by a Musician shall be voluntary and not count towards the Musician's Contracted Hours unless called as part of a scheduled session (in which case the scheduled session shall be credited).

6.18 The Musician shall be required to attend Health and Safety inductions and compulsory training sessions as scheduled by the Company. ENO will provide necessary safeguarding, child protection and practical training for working with educational, community, and other vulnerable groups or settings to best enable musicians to participate in Engage work when available. ENO will provide necessary checks, such as DBS checks if required. Such meetings and training sessions shall count towards the Musician's Contracted Hours.

6.19 The Company shall have first call on the availability of each Musician subject to clause 10.1 and clause 16. The Orchestra Manager will balance the rota between each Musician in each section of the Orchestra as far as is reasonably practicable, inclusive of any Non-Playing hours.

6.20 The orchestra will be ENO's first call for work in London, that is originated in London. Any work that is originated outside London will be discussed on a case by case basis. Members of the Orchestra will have first refusal on any new or existing ENO repertoire made in London which transfers out of London. Work created and made in Manchester would by its nature be subject to the needs/ requirements of the repertoire, local partners, funders, co-producers and budgetary parameters. The offer of this work would not be guaranteed but would be considered on a case by case basis. The intention will be to maximise the use of the ENO orchestra.

7. Dress Code

(a) Dress code for performances and on occasion dress rehearsals will normally be smart "all black" (black shirts and trousers, black top and trousers or skirt, or black dress, black shoes, jacket optional). Not all black clothes will be considered suitable, for example jeans, faded black or trainers do not constitute acceptable dress. Only instrument cases where suitable and personal dark handbags may be brought into the pit for performances. Outdoor clothing and other bags are to be left in changing rooms. Other arrangements maybe deemed necessary for performances on stage or at other venues.

(b) If requested by the Company, dinner suits, tails or long black can also be used. Dress for Engage performances will be agreed in consultation with the musicians involved. For the avoidance of doubt a dress code differs from a costume, as a costume is for stage band when it is designated as so in the score. ENO will provide anything other than the above performance dress.

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8. Travel, Porterage, Subsistence and Touring

8.1 The arrangements in respect of travel, subsistence and porterage for work outside of London (Zones 1,2 &3), the M25 and UK touring shall be in accordance with Schedule 4.

8.2 A UK tour is defined as an engagement which involves the Musician in two or more consecutive nights working for ENO outside the M25 in the United Kingdom, where overnight accommodation is provided.

8.3 The Musician will be given at least 4 weeks' notice of a scheduled UK tour and at least three months' notice of a scheduled international tour.

8.4 A total of 40 hours can be scheduled per week, in a combination of playing and non-playing hours. Playing hours restricted in accordance with clauses 9, 10, and 11 of this Agreement.

8.5 Subsistence rates for UK as per Schedule 4. Subsistence rates for international touring will be negotiated and agreed with the Musicians' Union in consultation with the Orchestra Committee.

9. Basic Hours

9.1 The maximum Contracted Hours in any one season shall be 654 hours for each Musician (subject to the scheduling provisos of clause 10). Playing hours are limited to 505.

(a) Included in these hours shall be 84 hours of Holiday (being 24 hours per holiday week) and 65 hours as recognition and acknowledgement of personal preparation and maintenance. In exchange for these hours of preparation, the Musician will understand that they will be at the suitable playing level required at the beginning of each season. If the Musician agrees to work hours in addition to this, payment will be in accordance with clause 20.

9.2 The basic working week for accounting purposes shall commence on Monday.

9.3 The Musician can be utilised from the 1st September – 31st March, subject to change as per clause 10.1.1. During this period, 54 Free Days and the relevant statutory holiday days will be provided per Musician. For the avoidance of doubt, Musicians are entitled to a pro rata amount of the annual entitlement of 8 bank holidays per annum, which is 5 days. Respect is to be given to a musician's time off, especially holiday and off contract periods. Contact from ENO management at these times is to be kept to a minimum ad answers to communication are not to be expected promptly.

9.4 The Company shall endeavor to schedule a minimum of 5 pairs of free days within each 15 week period.

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9.5 Non-playing hours may be scheduled which will form as part of the Musician's contracted hours. These will usually be used for Auditions, Meetings, Travel Time and Captive Time. During a week that Non-playing hours are scheduled there will be a maximum of 40 hours available. Playing hours are restricted as per the relevant clauses.

9.6 If a Musician is sick and is entitled to sick leave pursuant to their Contract of Employment, the Musician shall be credited with the hours for which he/she was scheduled to work. For the avoidance of doubt, no overtime accrued by the orchestra will be paid to the musician.

9.7 The Musician may work hours in addition to those under clause 9.1 if requested by the Company and agreed to by the Musician. Payment for such additional hours shall be in accordance with clause 20.

9.8 Designated Free Day (green in the cards)

ENO will actively aim to clear one consistent day during the week, each season, where the morning and afternoon sessions will be kept clear. This specific day will be nominated each season. Where it is not possible to clear this day, it will be discussed with the Orchestra Committee. NA's will be considered with the principle of this clause in mind. The orchestra will be notified of each day in accordance with clause 28.1 (a). This day will be subject to the following:

(a) Evening sessions to start no earlier than 18:30 unless otherwise agreed with the Orchestra Committee.

(b) Once the Designated Free Day is set, no other additional work can be scheduled on these days unless otherwise agreed with the Orchestra Committee.

(c) External Work (i.e. Anything that is not solely produced ENO Opera, Development or Engage) can be scheduled on these days, this will happen in consultation with the Orchestra Committee

9.9 Chamber Music

(a) The following categories are for chamber performances that are led by the performers. Refer to clause 9.10a for working with Engage led sessions in small groups. Performances will be scheduled and an extra chamber music fee will be due as outlined in schedule 1, clause 4. In addition, the appropriate preparation hours credited annually as follows:
   (i) Background – 3 hours
   (ii) Engage (Specific chamber performances, repertoire and context dependent) – 6 hours
   (iii) Short Concert (circa 1 hour) – 9 Hours
   (iv) Full Evening Concert (2 halves) – 12 Hours

(b) Due consideration will be taken when scheduling chamber work as to the affect

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it has on balancing work between Musicians in each section and as to the demands of the chamber repertoire.

(c) Tutti players may be invited to play Chamber Music but will not be compelled.

(d) If any individuals have any specific reasons as to why they cannot take part in chamber performances, these will be discussed with the Orchestra Manager.

(e) If Tutti / Sub-principals / Co-principal / Principal players are involved in Chamber Music, then additional annual hours will be credited to recognise the additional responsibilities instead of sit-ups fees as follows:
(i) Tutti – 3 hours
(ii) Sub-principal – 2 hours
(iii) Co-principal – 1 hour
(iv) Principal – 0.5 hour

9.10 Engage - Learning and Participation (L&P) Work

(a) Up to 6 additional hours, per week may be scheduled in excess of the limits in clause 10 without payment for Engage and Development work. These hours will be credited annually and will count towards the Musician's Contracted Hours, as detailed in Clause 9.1. Wherever possible this work will be scheduled in weeks where all other playing work does not exceed 7 sessions. Due consideration will be given to the demands of the work when designing the schedule. For the avoidance of doubt if 8 sessions of L&P work are scheduled in any one week, then only 2 additional sessions can be added for Development work and vice versa.

(b) Musicians can be scheduled to work in small groups for Engage projects within the schedule. Suitability for a Musician's involvement in any project will be decided in consultation between Engage, Orchestral Management, Orchestra Leader and relevant Section Principals. The Section Principal will discuss with the relevant member(s) of their section. Decisions will be based on context, repertoire and the ability to balance any work in sections. Work will include but not be limited to workshops, participation events, and informal concerts in settings to include but not limited to schools, hospitals, care homes, outdoor spaces. For work to fall under this clause, all sessions will be led by the Engage Team facilitators, otherwise any other Chamber Music performance will fall under clause 9.9.

(i) If applicable all participants will be uplifted to the relevant Section Principal rate per session
(ii) if there is a performance element Involved to any audience, a 50% Chamber Fee will be due as per clause 4, schedule 1. Finish This performances are an example of this.
(iii) No Chamber Fee will be due if the session is participation or workshop based, or a rehearsal for a performance in a later session. Care Homes and Community Carols are an example of this.

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(iv) For work that requires improvisation, musicians will be notified and prepared in advance of the project. This will include project information and preparatory session.

This clause (9.10(b)) to be kept under review as our collaboration with Engage develops

10. Scheduling

10.1 The Orchestra Season start date will be notified with 8 months' notice.

10.1.1 The Company may move the season start date with 8 months' notice up to 1 week earlier in to August and up to 3 weeks later in to September.

10.2 The orchestra schedule will be issued at least four weeks in advance.

10.3 The start and therefore the end times of calls can be changed by the Company by a maximum of half an hour with at least two weeks' notice.

10.4 Within a four-week period dates may only be changed with mutual consent between the Company and the individual Musician(s) concerned. All hours removed or cancelled from the schedule after the commencement of any four-week period will be assumed to have been worked and shall be credited to the Musician's Contracted Hours.

10.5 All hours shall be scheduled as sessions.

10.6 Length of Rehearsal Sessions (excluding Final S&O and Dress Rehearsals)

(a) Rehearsals other than Final S&O and Dress Rehearsals shall normally be scheduled for 3 hours which will be credited against the Musician's Contracted Hours.

(b) Orchestra alone rehearsals will usually be 2.5 hour calls. These calls will be credited as 3 hours, the excess 0.5 hours will be used for non-playing hours, available throughout the season, credited whether used or not-used.

(c) A two hour rehearsal may be scheduled only if it is attached to a performance on the same day. There will be no more than a 2 hour break between the end of the scheduled 2 hour rehearsal and the start of the next session.

(d) The Company can also schedule a 1 hour minimum call for sound balance / seating call. There will be no more than a 2 hour break between the end of the scheduled 1 hour call and the start of the next session.

10.7 Length of Sessions for Final S&O, Dress Rehearsal and Performances

(a) Final S&O, Dress Rehearsals and Performances can be scheduled in the following lengths of time with the hours counting towards the Musician's Contracted Hours:

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(i) 3 hours; or
(ii) in excess of 3 hours in 15 minute blocks up to and including 6 hours

provided the period scheduled between 4 and 6 hours will be credited as time and a half. The hours will be credited as follows; the actual hours worked will be credited to a weekly total, the remaining overtime will be credited to the relevant 15 week period.

(b) In the event that the actual length of a call runs for longer than scheduled, the Musician shall be paid overtime at single time in 15 minute blocks in conjunction with clause 20. For the avoidance of doubt the excess period shall not be credited to the Musician's Contracted Hours.

10.8 Any performance of a single opera and/or ballet or two operas and/or ballets presented as a double bill or three operas and/or ballets presented as a triple bill shall be treated as a single performance session as per clause 10.7.

10.9 Length of Working Day

There will be a maximum of 7.5 playing hours scheduled in one day although where possible the Company will aim to schedule a maximum of a 7 hour working day unless as per 10.6b. In the event that the Musician is required to work in excess of 7 hours in a day the Musician will be paid in accordance with clause 20 in respect of such time worked in excess of 7 hours and such excess hours shall not count towards the Musician's Contracted Hours.

10.10 Consecutive Days Working

(a) Not normally more than 6 consecutive days except where absolutely necessary, only after consultation and agreement with the orchestra committee and the Company.

(b) Unless otherwise agreed with the Orchestra Committee, in the event that a Musician agrees to work more than 6 consecutive days, the Musician shall be paid in accordance with Clause 20 in respect of the 7th day, and the hours worked on the 7th day shall not be credited to the Musician's Contracted Hours.

10.11 Hours Cap in 15 Week Period

One of the two 15 week periods can be scheduled up to 346 hours. Within that period the individual Musician can be scheduled up to a maximum of 360 hours but this must include at least 14 Non Playing Hours. The other period cannot exceed 315 hours. Subject always to the total annual hours under Clause 9.1.

10.12 Sessions in a Week

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A week shall normally consist of 8 sessions. On occasion 9 or 10 session weeks may be scheduled for transition weeks, only after consultation and agreement with the Orchestra Committee and the Company.

10.13 Weeks in Excess of 24 Hours

(a) Up to 8 session weeks overtime paid from 24 – 27 hours, the Musician shall be paid pro-rata at two times the Musician's hourly rate for such time in 15 minute blocks in conjunction with clause 20.

(b) 9 Session weeks overtime paid from 27 – 30 hours, the Musician shall be paid pro-rata at two times the Musician's hourly rate for such time in 15 minute blocks in conjunction with clause 20.

(c) 10 Session weeks up to a maximum of 30 hours and not to be exceeded.

(d) During a week that a 4+ hour session is scheduled, the week will be capped to a maximum of 26 hours.

10.14 Consecutive Weeks in Excess of 24 Hours

A musician must not be scheduled, within the contracted hours, for more than four consecutive 24+ weeks, the total hours over 24 must not exceed 6 hours in total and no more than 102 hours over a 4 week period.

10.15 In the event that the Musician agrees to work in excess of the hours/sessions provided under clauses 10.11, 10.12 and 10.13 except as otherwise provided under clause 9.5, 10.13 (a) and (b), the Musician shall be paid in accordance with clause 20 and such hours/sessions shall not be credited to the Musician's Contracted Hours.

10.16 Rehearsals and Long Shows

Rehearsals, except a one hour seating call or sound balance call, shall not be scheduled on the day of a performance of a long show.

10.17 Rehearsals and First Nights

(a) Rehearsals shall not be scheduled on the day of a first night of a Core Opera work production.

(b) Rehearsals may be scheduled on the day of a Non Opera performance.

10.18 Saturday Rehearsals

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The Company will use reasonable endeavours not to schedule more than 4 Saturday rehearsals during Core Opera work at the London Coliseum. Any exceptions will only occur after consultation and agreement between the Orchestra Committee and the Company. For the avoidance of doubt, 2 sessions on a Saturday will still count as one day.

10.19 Rehearsal Hours

Where reasonable, the Company will schedule rehearsals excluding Final S&O and Dress Rehearsals within the following times:

(a) morning rehearsals: starting no earlier than 10.00 and finishing no later than 14.00;
(b) afternoon rehearsals starting no earlier than 14.00 and finishing no later than 18.00;
(c) evening rehearsals starting no earlier than 18.00 and finishing no later than 22.00;

provided that the Company will use reasonable endeavours to start morning rehearsals no earlier than 10.30 unless the earlier time is necessary to meet the Company's production and/or technical requirements. Additionally, Orchestra Alone and Sitzproben rehearsals will normally be scheduled in morning and afternoon sessions of a day, for Designated Free Days refer to clause 9.8. Consideration shall also be given to specific times in conjunction with the ending of evening calls the day before, distance from the London Coliseum and travel costs.

10.20 Split Days

The Company shall use its best endeavours to schedule no more than two weeks per season containing three consecutive Split Days.

10.21 The Company will use reasonable endeavours to schedule rehearsals within zones 1 to 3 on the transport system of London unless the rehearsals relate to Outside Work where clause 8 shall apply.

10.22 The Company shall use reasonable endeavours not to schedule a Tuesday morning rehearsal after a Sunday performance or worked Bank Holiday.

10.23 Short Calls

Subject always to repertoire, feasibility and the discretion of the Orchestra Manager and/or Music Director, Musicians will be asked to cover absences at short notice on a non-contractual basis. For the avoidance of doubt a worked call will be paid as per Clause 20 and the hours worked will not count towards the Musician's Contracted Hours. On a Concert Day the Musician will receive only one fee for both calls (Rehearsal and Performance). Rehearsals on separate days will be paid as individual sessions.

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10.24 The relevant members of the Company, including the Music Director, will meet with the Orchestra Committee in advance of the start of the season and at other times as reasonably requested to discuss matters affecting the Orchestra in the forthcoming/current season, including without limitation, the schedule, tied productions and the issues on rotation as set out at clause 16.4 and the proposed breaks. The time used for these meetings will be credited annually to the Musicians Contracted Hours.

10.25 Sundays

(a) No more than 4 Sundays can be scheduled in a season. A Sunday rehearsal will include a performance.

(b) Individual Musicians may be scheduled for no more than 2 consecutive Sundays. Two performances can be scheduled on a Sunday, for the avoidance of doubt, 2 sessions on a Sunday will count as one Sunday worked.

(c) If a Musician agrees to work on a Sunday in excess of the number provided under clause 10.25a the Musician shall be paid in respect of such additional Sundays as per clause 20 and such hours shall not be credited to the musicians' contracted hours.

(d) For Sundays on tour, please see Schedule 4, Clause 1.4 (b)

10.26 Bank Holidays

During the week of a Bank Holiday Monday, the Musician shall be entitled to either:

(a) the Bank Holiday Monday and the immediately-preceding Sunday free of scheduled work,
or
(b) the Bank Holiday Monday and immediately-following Tuesday free of scheduled work.

If however this is not possible then a pair of free days will be scheduled, within 4 weeks, or one session will be paid at the Musician's individual rate.

For Bank Holidays on tour, please see Schedule 4, Clause1.4 (b)

11. Breaks

11.1 Rehearsals

The following minimum breaks will be given in rehearsals other than Final S&O and Dress Rehearsals:

(a) 3 hour call – 20 minute break
(b) 2.5 hour call – 15 minute break
(c) 2 hour call – 10 minute break

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(d) 1 hour sound balance / seating call – no break.

The break shall occur no later than 1hr 45 mins into a rehearsal. For repertoire where the entire piece is played without an interval, or acts/combined acts (for the purpose of the performance) are longer than 1hour 45, then this will be possible for S&O's, Dress Rehearsals and Performances, and not unreasonably refused if requested prior to this.

11.2 Final S&O, Dress Rehearsals and Performances

The following minimum breaks will be given in the Final S&O, Dress Rehearsals and Performances:

(i) 3 hours, 20 minutes subject to clause 11.2(b);
(ii) for calls between 3 hours and up to and including 3.5 hours, 20 minutes provided that the Company will use reasonable endeavours to schedule a break of up to 25 minutes;
(iii) for calls between 3.5 hours and up to and including 4 hours, 25 minutes;
(iv) for calls between 4 hours and up to and including 5 hours: two intervals, totalling 45 minutes; and
(v) for calls in excess of 5 hours: two intervals, totalling 50 minutes;

(a) Such breaks will occur in accordance with the placement of breaks for the relevant performances and dress rehearsals only.

(b) In the event that a performance of up to 3 hours is played without an interval, the break in accordance with clause 11.2 (i) shall be deemed to occur at the end of the performance and will form part of the scheduled call.

11.3 Overnight Break

(a) Subject to 11.2b, the Musician will be entitled to an overnight break of not less than 11.5 hours to be calculated from the end of the evening's final scheduled call until the scheduled start of the following morning's first scheduled call.

(b) In the event that the break under clause 11.3a cannot be given, the Musician shall be paid at the rate of 1.5 times, in 15 minute blocks as per clause 20.

12 Media

12.1 Rights

In exchange for their salary each individual member of staff hereby:

(a) grants and assigns to ENO the Copyright and all Performers' Rights arising in each case from all media related work made under the terms of this Agreement for the full duration of such rights, worldwide across all media whether now known or hereafter invented, and whether such rights vest under UK legislation (such as the Copyright Designs and Patent Act, 1988) or any other applicable legislation in any

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other country for the full period of such Copyright and Performer Rights and all renewals and extensions and thereafter as far as permissible in perpetuity, and

(b) agrees that salary is fully inclusive of any and all payments due or becoming due from ENO to each individual member of staff, and that this payment encompasses the parties to this Agreement's present assessment of equitable remuneration in respect of the rental and lending right. Notwithstanding the foregoing, nothing herein shall preclude any member of staff from receiving any payment due to them via any collecting society or similar organisation.

12.2 The Musician shall play for any media-related work in any format as part of their normal duties and the Musician shall assign to ENO all relevant assignable intellectual property rights in respect of this clause 12.

12.3 Audio and/or Visual

(a) ENO and any authorised outside party may record in sound and/or vision at any location, the performance of any programme. (hereafter referred to as a " Recording")

(b) In the specific course of recording a staged production (hereafter referred to as a "Staged Production Recording"), up to three Performances but no rehearsals may be recorded with the exception of the Dress Rehearsal which will not be used as the live broadcast but only to correct mistakes or extraneous incidents which do not genuinely form part of the rehearsal. Staged Production Recordings may comprise only recordings, or excerpts from recordings edited as appropriate, taken from one or more of the three recorded Performances.

(c) Recordings (as defined by 12.3a and 12.3 b) may be:

(i) Released in any format on any label, as licensed by ENO
(ii) Made available for downloading from the ENO website, or any other website as approved by ENO
(i) Streamed on the ENO website or any other website as approved by ENO
(ii) Broadcast worldwide on TV without limit including catch up after each broadcast
(iii) Shown as a 'Big Screen' Relay outside the London Coliseum.
(iv) Shown theatrically on cinema screens in the UK and/or overseas
(v) Shown non-theatrically in the UK and/ or overseas
(vi) Released via any existing or new delivery format as they arise

(d) For the avoidance of doubt permitted exploitation may take place at any time, regardless of the Season in which the Recording was made or released. All historic recordings are also included in this provision.

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(e) In addition, Recordings may take place in locations other than at the London Coliseum. The complete audio track of any Recording may be de-synchronised and used for all audio only distribution purposes.

(f) ENO may use excerpts from any Recording including de-synchronised audio and visuals).

(g) ENO may use or license excerpts from any of its Recordings for inclusion in compilation products in any of the media formats permitted. Material from compilation products may be used for promotional purposes to enhance the public presentation of any streaming of ENO productions and performances, and Big Screen transmissions.

(h) Notwithstanding the scheduling requirements of Clause 10, ENO will work to a minimum notice period of fourteen days prior to the first recording but following such notice may vary the three performances to be recorded within the production. Any media activity remains unconfirmed until recording actually takes place.

(i) If a third party approaches ENO to use any part of a Recording or any recorded rehearsal footage for any commercial use not covered by this Agreement, ENO shall consult with the Musicians' Union prior to such use being permitted.

12.4 Audio Only Recording Session (Studio Conditions, CD/download/stream)
Considered as part of the musicians duties with a maximum of 20 minutes usable material from each 3 hour session. 30 minutes of material may be used from a 4 hour session (Long Session)

12.5 Audio/Visual Recording Session
Considered as part of the musician's duties with a maximum of 20 minutes usable material from each 3 hour session. 30 minutes of material may be used from a 4 hour session (Long Session)

12.6 With regard to Additional Footage: Such as, Filming for Promotional / News / Social / Documentary/ Engage / Advertising/ Development Purposes.

The ENO and/ or any ENO authorised party may record audio and/or visual at any number of rehearsals (including stage and piano rehearsals) or performances, subject to the following:

(a) Generally no Orchestra Alone or Sitzproben rehearsals may be filmed, however If ENO wishes to record at the final orchestra alone or sitzproben, this can happen with agreement from the MU and Orchestra Committee with at least 48 hours' notice. No music to be recorded on first read through. Requests will not be unreasonably refused, though consideration will be given to the repertoire involved, uses of the media required, and how often these requests have been

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made.

(b) Whole rehearsals can be filmed and up to 30 minutes of edited material may be used in any of the media formats permitted by clause 12.5. If any complete tracks are to be used (Where it is not a designated recording session i.e. Orchestral and Recording), the following will be credited annually to the Musician's Contracted Hours to recognise the dual nature of the session:

(i) 2 hours for up to 5 minutes of usage
(ii) 3 hours for up to 10 minutes of usage.

(c) Participants will be notified 24 hours in advance as to the date and time of any recording and the intended likely use of the recording.

(d) Where rehearsals are recorded, the Music Director/Leader in consultation with management shall have the right to require the programme makers to remove from the final version mistakes or extraneous incidents which do not genuinely form part of the rehearsal.

12.7 For the purpose of clause 12, "promotional/marketing purposes" shall be defined as any activity or use that markets the Company's productions and/or is designed to increase the profile of the Company and/or its productions and/or is used to sell tickets for the Company's productions and/or any Engage Projects or the Company's other products.

12.8 ENO may set up and record other work-related in contract activities for the specific purpose of recording material not necessarily part of the repertoire being performed in the current season.

12.9 Backing Track Recordings

(a) Audio and/or Visual of a live backing track recording of up to 20 minutes' per 3 hour session of finally edited duration, for use by ENO in one of its productions, used as a last resort. ENO shall consult with the MU and Orchestra Committee on the nature (usually extraordinary circumstances or for a specific production request) and intended usage of such recordings.

(b) Audio recording of backing Material of up to 20 minutes per 3 hour session of finally edited duration may be used for "live" Development, Engage or Promotional events such as West End Live. ENO will use its best endeavours to schedule the work on a working day.

12.10 New Technology
The Company shall be entitled to make, within the Musician's Contracted Hours, media recordings on a speculative basis for the purpose of testing new technology, which may be used at a later date if successful.

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12.11 Academic Research and Development
No additional payments will be made for the use in perpetuity by ENO and its successors in title, licensees and assigns of any recording allowed under this agreement in any and all media and/or format now known or hereafter devised throughout the world for research and development purposes. ENO confirms that any recording made pursuant to this clause may not be used to promote the business of any of ENO's research and development partners, save for the product of the subject of the research and development.

12.12 ENO will also be able to record other work-related in contract activities which might fall outside the categories of Performances or Rehearsals including (but not limited to) front of house, Development events, Engage events and other activities that take place both at the London Coliseum and in other locations. Such material may be used by ENO at its discretion.

12.13 Chamber Music will only be recorded if mutually agreed.

12.14 Patch Sessions
Shall only take place by mutual consent with the relevant performer group(s) involved.

12.15 Recording of Soundtracks/ Signature Tunes / Library Music / Advertising Jingles for Commercial Purposes within Contracted Hours.

Any recordings of sound tracks / signature tunes / Library Music and/or advertising jingles for commercial purposes will be subject to the following:

(a) If scheduled then the difference between the Musician's Individual Session rate and the prevailing MU Collective Bargaining Agreement rate will be paid. For the avoidance of doubt, no one will be paid less than their session rate. Clients must be charged the full individual session rate from the prevailing MU Collective Bargaining Agreement.

(b) If not scheduled then the prevailing MU Collective Bargaining Agreement rate will be paid.

12.16 Recordings for Archive and Reference
Notwithstanding any other provision of this Agreement, ENO reserves the right to make an Archive recording of any work at any session. Such recordings are intended strictly for archive purposes including but not limited to use as reference materials, as an aid for ENO and any artist, production staff or creative for the purpose of preparation for reviving productions at a later date, as research and/or study record of the activities of ENO and for use in archival exhibitions. For the avoidance of doubt, it will be possible to send archive recordings to potential co-producers or those wishing to hire productions. No Archive recording will be used commercially or for broadcast.

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12.17 Engage
ENO may set up and record other work-related in contract activities for the specific purpose of recording material for Engage, not necessarily part of the repertoire being performed in the current season. It may be used in any media format and as such attract no additional payment.

12.18 Capability
The recordings/output produced as a result of this clause 12 shall not be used for the evaluation of the performance of the Musician.

12.19 ENO will meet on request with the Orchestra Committee, MU or relevant working group (if applicable) to discuss media plans, activities and to review the success of this agreement and where it is known the media plans for forthcoming seasons will be shared with the Orchestra.

12.20 ENO shall make all reasonable efforts to prevent unauthorised use of any recording. In the case of unauthorised use of recordings ENO will promptly, on becoming aware notify the third party of the infringement and will take all reasonable steps to ensure such infringement is rectified. This may include reporting the unauthorised use to a webhost such as YouTube, for example, under it's take-down procedure.

12.21 Music Director / Head of Music liaising with the Orchestra Leader (Or another appropriate person) on all approval processes needed for digital content.

12.22 A running log for media will be kept by ENO to monitor the use of the different media types over time.

13 Long Term Absence

13.1 In the event that a Musician is absent from work for a period in excess of 8 weeks, such Musician's position in the Orchestra shall be included in the rota for their relevant section even if such position is not filled during such absence.

13.2 In the event that a Musician is required to fill a position vacated by another Musician due to long-term absence for a period in excess of 4 weeks the Musician required to sit-up will be paid at the published rate applying to the Musician they are replacing as set out in Schedule 1 and such payment will be effective from the date at which such cover commenced and shall be paid in arrears less any enhancement previously paid in respect of the cover. For the avoidance of doubt such Musician shall not be entitled to any other sit-up fees.

14 Seating

The Company shall have the absolute right to decide the layout of the Orchestra after consultation with the Conductor, Orchestra Leader, Section Principals and Health and Safety Representatives.

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15 Provision of Instruments

15.1 The Musician shall be responsible for providing their own appropriate instrument or instruments, as detailed in the Musician's Contract of Employment, at his or her own expense unless agreed otherwise by the Orchestra Manager.

15.2 Musicians shall be responsible for providing and paying their own instrument insurance.

15.3 An instrument will be insured under ENO's insurance policy only if it is lost or damaged during the Orchestra's company business.

16 NA Procedure and Rotation

16.1 NA's

The Musician may make a request to the Orchestra Manager to be released from one or more session ("NA") and the Orchestra Manager and/or the Music Director will give full and fair consideration to every request. A major consideration will be that musicians need to maximise their earnings in addition to ENO and to build and maintain their contacts outside of the organisation. When reviewing a request the Orchestra Manager and/or Music Director will consider a range of criteria, including (but not limited to): availability of suitable cover within the section, ability to rehearse suitable cover, the repertoire concerned and its relative complexity; and the number of NA's and amount of time off the Musician has had confirmed already in respect of the relevant season, as well as the overall number of replaced musicians on the requested date(s). In addition, ENO will give due consideration to requests related to significant personal or family events, caring responsibilities, or other important commitments, acknowledging the demands and the nature of orchestral scheduling. Any decision made shall be entirely at the absolute discretion of ENO.

16.2 Leave

A musician may request to the Orchestra Manager and People Team leave in accordance with statutory provision and the ENO Policies as set out in Clause 23.

16.3 Requests for NA's or Leave shall be made in writing and permission must be granted in writing. Such permission must be granted before the Musician is released from their duties.

16.4 Cost of Deputies

(a) In the event that the Musician is released under this clause, the total of the following items shall be deducted from the Musicians' salary in respect of such release, subject always to clause 16.4(c):
   (i) the session rate payable by the Company for the deputy based on the scheduled length of the session to a maximum of 6 hours;
   (ii) any sit-up fees that the Company has incurred as a result of such release.

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(iii) the actual cost of the attendance of such deputy at rehearsals (where reasonably required) as a direct consequence of the release.

(b) For the avoidance of doubt, the cost of any doublings, commercial media payments or stage band fees that would have been payable to the Musician had they been playing rather than the deputy shall not be deducted from the Musician's salary in respect of such deputy.

(c) If work is scheduled with less than 4 weeks' notice and the Musician has already been granted an NA, such Musician shall not be required to cover the cost of a deputy pursuant to clause 16.4(a)

16.5 The Company shall identify prior to the start of the season where rotation will be practicable based on the orchestration of the productions and the size of each section of the Orchestra.

17 Pension and Long Service

17.1 Pension
ENO shall make an employer's pension contribution in respect of Musicians in accordance with clause 2 of Schedule 1.

17.2 Long Service
ENO shall make a long service payment in accordance with clause 3 of Schedule 1 from the 1st September 2024 onwards, based on the Musician's length of service.

18 Welfare and Personal Development Allowance.

The Company shall provide each Musician with a draw-down facility as detailed in clause 7 of Schedule 1, for use including but not limited to physio, osteopath, other physical and mental wellbeing services, lessons and coaching. These shall be payable by the Company on the presentation of appropriate receipts. For the avoidance of doubt should any amounts be payable to HMRC in respect of such reimbursement the Company shall be entitled to deduct these from amounts due to the Musician.

19 Instrument and Clothing Allowance

An additional allowance as detailed in clause 8 of Schedule 1 per person is included in the salary figures in the Financial Provisions (Schedule 1, clause 1). This is to cover the provision of instruments, instrument maintenance, Instrument insurance contribution and a clothing allowance.

20 Exceeding Limits Under this Agreement

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In the event that the Musician's hours/sessions exceed those clauses, including but not limited to 9.1, 9.6, 10.8, 10.9, 10.10, 10.13, 10.25 and 10.26 the Musician will be paid as follows:

(a) All work offered outside of the contract will be at the relevant freelance rate e.g. BPI / SOLT / ENO Freelance Rate / ENO Concert Rate (Aligned with ABO cat. 1 rate when the ENO E&D agreement negotiated) etc.

21 Union Membership

21.1 ENO recognises the Musicians' Union as the sole Trade Union for the purposes of representing the interests of, and negotiating minimum pay rate and working conditions of employees contracted to play in ENO Orchestra. ENO will endeavour to encourage Musicians to become members of the Musicians' Union. ENO shall not treat employees contracted to play in ENO Orchestra who are not members of the Musicians' Union less favourably than Orchestra members of the Musicians' Union and vice-versa.

21.2 Orchestra members will elect a representative committee (the "Orchestra Committee") in accordance with the Orchestra Committee constitution. Copies of the Orchestra Committee constitution shall be made available to ENO and all Orchestra members. Members of the Orchestra Committee will receive annual hourly credits and time off as outlined in Schedule 1, clause 9.

21.3 The Chair of the Orchestra Committee and the Union Steward shall ensure that ENO is kept up to date with the names of employees who have been elected to serve on the Orchestra Committee.

21.4 If some or all of the members of the Orchestra wish to hold a meeting with the Company's management, the Chair of the Orchestra Committee or Union Steward shall consult with the Orchestra Manager or Director, Music Department to agree a time that is mutually convenient. The Orchestra members will not unreasonably refuse a request by ENO to be present.

21.5 Musicians' Union and/or Orchestra members shall not, individually or collectively, cease work without giving such statutory notice as set out in current legislation or before an opportunity has been afforded to ENO and the Musicians' Union representatives to address any matter in disagreement by following the procedures as set out in this agreement.

22 Health and Safety

22.1 ENO, the Musicians' Union and all members of the Orchestra shall at all times cooperate with the implementation of ENO's Health and Safety policies in accordance with the prevailing Health and Safety legislation including the Health and Safety at Work etc Act 1974 and the Control of Noise at Work Regulations 2005 as from April 2008.

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22.2 Usually, two members of the Orchestra shall be nominated to serve as members of the ENO Health and Safety Committee. At least one member will attend the Musicians' Union Health and Safety Representatives course. Health and Safety Representatives will receive annual hourly credits as outlined in Schedule 1, clause 9.

23 ENO Policies and Procedures

23.1 ENO's published policies and procedures (as amended from time to time), copies of which are available from ENO's People department or the Musicians' Union upon request, shall apply to the Musician, including (but not limited to):

(a) Dignity at Work policy (covering Equal Opportunities)
(b) Disciplinary procedure
(c) Grievance procedure
(d) Health and Safety policy
(e) Alcohol and substance misuse policy
(f) Flexible working policy
(g) Family leave policy

23.2 Additional ENO policies may be introduced from time to time and will be available from the ENO's People department or the Musicians' Union.

24 Working Time Regulations

ENO operates within the legal requirements of the Working Time Directive.

25 Contracts of Employment

25.1 Every Musician shall receive a written Contract of Employment.

25.2 An individual may enter into a private contract with ENO. The contract shall set out any variations from this agreement provided that the terms and conditions of such contract will not be inferior to those provided under this agreement.

26 Probationary Period

New employees or employees promoted to more senior positions will usually be engaged on a contract that incorporates a probationary period of 7 contracted months. Progress will be assessed in line with clause 7 of the Appointments procedure at Schedule 6.

27 Notice

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27.1 Subject to clause 27.2, either the Company or the Musician may terminate the Musician's Contract of Employment by the giving of 13 weeks notice in writing. Notice given by the company at any time will be paid at the contracted rate.

27.2 During the Musician's probationary period under clause 26 either party may give 6 weeks notice in writing to terminate a Musician's Contract of Employment.

28 Holidays

28.1 Each Musician shall be entitled to 3 weeks' and 4 days Holiday with pay each season (which for the purposes of this Clause shall be the start of season as indicated on the cards) provided that not less than one of the total weeks will be given in the month of December.

(a) The final draft of the Cards for the following season will be released to the Orchestra by no later than six weeks before the end of the seven-month contract period, which will indicate the Holiday Weeks and Designated Free Day for the forthcoming season. From that point forward, Holiday Weeks and Designated Free Days for that season can only be moved after consultation and agreement between the Orchestra Committee and the Company.

28.2 In the event that a holiday week is scheduled to start on any day other than a Monday the Company will use best endeavours to schedule a pair of Free Days at the end of that week.

28.3 Employees who are contracted after the start of the holiday year shall be entitled to the pro rata equivalent of 3 weeks' and 4 days holiday (based on 24 hours per holiday week).

29 Sickness

The provisions relating to sickness are set out in the individual Musician's Contract of Employment.

30 Orchestra Personal Development Procedure

The Contract of Employment of a Musician may be terminated on the grounds of poor artistic performance by ENO giving the Musician 13 weeks' notice in writing after the procedure at Schedule 7 has been followed.

31 Appointments Procedure

The procedure as agreed for the recruitment of members of the Orchestra is set out at Schedule 6.

32 Termination of Agreement

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This agreement may be terminated by either party giving to the other 13 weeks' notice in writing.

SIGNED IN AGREEMENT:

ENGLISH NATIONAL OPERA
By:

DocuSigned by:
Richard Meads
5DB244E5F1C54D0...

Richard Meads
Director, Music Department

Date: 04 November 2026

MUSICIANS' UNION

Signed by:
Jo Laverty
9129F1F1DCF2485...

By:
Jo Laverty
National Organiser Orchestras

Date: 06 November 2026