

NORTHERN BALLET HOUSE AGREEMENT

It is agreed between Northern Ballet LTD ('the Company') and the Musicians' Union ('the Union') that this agreement sets out the minimum terms and conditions for freelance musicians ('the Artist') providing services to the Company for Freelance Engagements.

This Agreement supersedes any prior verbal or written arrangements, benefits, or working practices between the Artist and the Company, and no such prior arrangements shall be regarded as precedent for this or any future Agreement.

1. DATE AND DURATION OF AGREEMENT

This Agreement shall come into effect from 1st July 2026 and remain in place until 30th June 2027. This Agreement may be terminated by either party giving three months' notice. The parties agree that this Agreement may be reviewed and terminated by the Company where the Company is required or asked by the Pensions Ombudsman to make additional payments to the Artists.

2. TERMS AND CONDITIONS OF ENGAGEMENT

The Artist and the Company shall exchange a Letter of Agreement to confirm the engagement, and a Schedule of Work detailing the dates, times, repertoire, venues, fees and expenses, and dress code. Together the Letter of Agreement and Schedule of Work, along with the terms and conditions set out in this Agreement form 'the Engagement'.

With the exclusion of recording sessions, the word 'session' means a rehearsal or performance, each lasting up to three hours.

- a) A 3-hour session will contain a break of no less than 15-minutes.
- b) A session may contain a short rehearsal (up to 30 minutes) and a performance of up to 1 hour, or 2 performances (each lasting for up to 1 hour), with a minimum 30-minute break.

The Artist is obliged to be seated, tuned and ready to play at the scheduled commencement of any rehearsal or performance, and at the conclusion of any break.

The Artist is not entitled to any paid leave of absence for reasons of sickness, injury or holiday or for any other reason from the Company. The Artist is not entitled to any of the statutory rights extended to an employee or a worker as defined by Section 230 of the Employment Rights Act 1996 and set out in that Act as a whole.

2.1. Cancellation and Amendment

In the event of cancellation of Engagement, in part or full, by the Company, with less than 4 weeks' notice, the Artist shall be entitled to payment of session fees, on the proviso they remain available to the Company. The Company may, at their discretion, amend the start and finish time of a session by up to one hour, within 1 week of the applicable date.

Should the Engagement be abandoned for reasons beyond the control of the Company including, but not limited to royal demise, national mourning, enemy action, fire, flood, strikes, riots, lockouts or by order of any licensing or other public authority having jurisdiction, no payment shall be made to the Artist.

Should the Artist be unable to complete the Engagement, in full or at all, they will not be paid beyond the point of cancellation.

3. RELEASES AND ABSENCES

3.1. Booking of Substitute Players (Deputies)

On confirmation of Engagement, the Company shall appoint a suitably qualified and skilled Substitute to perform services for sessions which the Artist is not being engaged, ensuring the Substitute is suitably rehearsed in advance of their first Engagement. Where parts are shared by more than one Artist, the Company will appoint 1 deputy per shared part i.e. for 4 violins, 2 deputies will be rehearsed.

3.2. Procedure for Agreeing Release

Post-contractual release from engagement can be requested by the Artist to the Company. Subject to the availability of a suitable Substitute, release will be granted, unless for reasons of artistic integrity, it is required to escalate to the Artistic Director and / or Principal Conductor.

Where a response to the request is not received, or the Artist finds the response unsatisfactory, the Artist can raise this to the Artistic Director. Further discussion, clarification or action may be taken as appropriate, including, at the discretion of the Company, appointment of an additional Substitute. The Company reserves the right to require that cost of an additional Substitute to be suitably rehearsed, be at the cost of the Artist requesting release, and a condition of granting such release.

3.3. Absence due to Illness or Emergency

Should an Artist be unavailable due to illness or emergency, every effort should be made to communicate the absence to the Company via email or phone by 9 am on the date of absence. For the avoidance of doubt, no payment will normally be made to the Artist for non-attendance at a Session for any reason, including illness or emergency. If payment or part payment is made, it shall be entirely at the discretion of the Company.

4. FEES AND REMUNERATION

Unless in the case of exceptional circumstances, payment of fees and portage shall be made in the week following the applicable week of Engagement with payment normally to be received on a Friday with an advice of calculations made available to the Artist by the Company.

A payment schedule will be issued with the formal offer of Engagement.

4.1. Mid-scale and Main-scale Repertoire (10 or more Artists)

Rehearsal	£ 85.90
Performance	£ 95.44
Short Rehearsal (per half hour)	£ 28.63

4.2. Small-scale Repertoire (less than 10 Artists)

Rehearsal	£ 94.49
Performance	£ 104.98
Short Rehearsal (per half hour)	£ 31.49

4.3. Overtime

Overtime will be calculated per 15 minutes (or part thereof), paid at time and a half of the applicable rate. Any overtime in excess of 60 minutes shall be attended at the discretion of the musician and will attract a further full session payment at the rate of the initial session.

4.4. Doubling and Trebling

Where an Artist is engaged to play more than 1 instrument (with the exclusion of A/Bb clarinets), the Artist shall be entitled to an uplifted payment of 10% of the applicable session fee for doubling, and 20% of the applicable session fee for trebling. The inclusion of doubling or trebling uplifts will be outlined in the Letter of Agreement.

Breakdown of doubling and trebling payments applicable to Percussion and Timpani:

- i. Tuned Percussion
- ii. Latin American and World Percussion Instruments

- iii. Non-Tuned Standard Orchestral Percussion Instruments
- iv. Timpani
- v. Drum Kit

Where the repertoire requires an Artist to exceed trebling as applicable in the above breakdown of Percussion and Timpani, an additional uplift shall be negotiated between the Artist and the Company.

4.5. Portage

Artists shall receive portage payments on a per-venue-per-week basis as set out below.

Where the Company schedules additional rehearsals in a different internal location to the orchestra pit or concert platform, provided this remains within the same venue the Company shall make a secondary portage payment at 50% of the applicable rate to the Artist.

<u>Group A</u> Cello, bass clarinet, tenor saxophone, 2 saxophones, clarinet & saxophone, contrabassoon, bass trombone, tuba.	£ 16.00
<u>Group B</u> Double Bass	£ 22.00
<u>Group C</u> Harp	£ 80.00
<u>Group D</u> Percussion / Timpani	By negotiation.

5. TRAVEL AND SUBSISTENCE PAYMENTS

For all Engagements undertaken with the Company, the home base of the Artist shall be calculated as Leeds (LS2 7PA).

Unless in the case of exceptional circumstances, payment of travel and subsistence shall be made 4 weeks in advance of the applicable week of Engagement with payment normally to be received on a Friday with an advice of calculations made available to the Artist by the Company. If the Engagement is confirmed within 4 weeks of commencement, payment will be made immediately upon confirmation.

A payment schedule will be issued with a formal offer of Engagement.

5.1. Leeds Engagements

For Engagements in or within a 15-mile radius of Leeds (LS2 7PA), where the Artist attends all sessions as set out in the Schedule of Work, an additional payment of £ 400.00 shall be payable per week for the duration of Engagement in lieu of travel and touring allowance.

For a part-week of Engagement in or within a 15-mile radius of Leeds (LS2 7PA), an additional payment of £80.00 per day shall be made, capped at the weekly rate of £ 400.00 in lieu of travel and touring allowance.

5.2. Touring Engagements

For Engagements outside of a 15-mile radius of Leeds (LS2 7PA), the Artist will be paid £ 0.41 per mile for all land travel to and from the Engagement, calculated using the shortest route on the AA Route Planner.

The Company shall make a subsistence payment for each day of engagement, in accordance with the UK Theatre Opera and Dance Touring Allowances. A copy shall be made available to the Artist upon request.

5.3. Recordings

Where an Artist is engaged under Clause 6, and the applicable Engagement does not form part of a wider tour of the same repertoire, the Artist will receive:

A travel payment of £0.41 per mile for all land travel to and from the Engagement, calculated using the shortest route on the AA Route Planner from the Artist's residential address; and, in addition, either:

- i) A subsistence payment for each day of engagement, in accordance with the UK Theatre Opera and Dance Touring Allowance; or,
- ii) Hotel accommodation booked on the Artist's behalf by the Company, together with a £25.00 per diem payment for each day of engagement.

6. PERFORMANCES TO RECORDED MUSIC (UK AND OVERSEAS)

The Company reserves the right to record performances and to use recorded tracks for performances in the UK and overseas and acknowledges the Union's position regarding the substitution of live musicians with recorded performance. The Company will use its best endeavours to perform with live musicians over pre-recorded music where finances and artistic outcomes of productions allow.

Artists engaged under this Agreement to record music for use in the UK or overseas shall be paid for recording sessions at the rates set out below, including any additional payments for doubling and trebling as set out in Clause 4.4. Payment will be made in accordance with the schedule provided in the Letter of Agreement confirming the Engagement.

6.1. Mid-scale and Main-scale Repertoire (10 or more Artists)

2-hour session (10 min. record)	£ 107.37
3-hour session (20 min. record)	£ 143.17
4-hour session (30 min. record)	£ 214.75

6.2. Small-scale Repertoire (less than 10 Artists)

2-hour session (10 min. record)	£ 118.12
3-hour session (20 min. record)	£ 157.49
4-hour session (30 min. record)	£ 236.23

Upon receipt of full payment as outlined in the Letter of Agreement confirming the Engagement between the Artist and Northern Ballet Productions ('the Producer'), the Artist will agree to provide the Producer with all necessary rights and permissions under Part II of the Copyright, Designs and Patents Act 1988 (as amended or replaced), to allow the Producer to record the Artist's performance of a musical score for the purpose of producing an audio-only track strictly for:

- 1) Use in live theatrical performances by Northern Ballet as a backing track in the UK and overseas, in perpetuity, with a guaranteed minimum per-show payment of £ 34.85; and/or
- 2) Use in Promotional / EPK material limited to a maximum of 10 minutes aggregate length. Promotional / EPK recordings may also be used by Northern Ballet for free and non-commercial presentation to promote ticket sales for the performances in which the backing track will be used, and / or its own publicity material including its own website and social media, artist profiles, arts and culture themed programming; and/or
- 3) Inclusion in a commercially distributed audio release, to be used for:
 - a. Retail or public distribution; and/or
 - b. Public playback and broadcasting, as defined and licensed under the Legislation by Phonographic Performance Limited ("PPL").

Any additional use beyond what is explicitly described above shall require agreement between the Artist and the Producer.

7. GENERAL

7.1. Health and Safety

The Company commits to using its best endeavours to protect the health, safety, and welfare of the Artist engaged under this Agreement. The Artist is also expected to act responsibly by avoiding harm to themselves or others when undertaking activity during the engagement.

7.2. Safeguarding

The Company is committed to creating and maintaining the safest and most supportive environment possible for all children and adults at risk that engage with our work. The Company believe the welfare and happiness of its participants is paramount, regardless of age, culture, disability, gender, ethnicity, religious beliefs and/or sexual identity and aims to provide safe training, participatory and creative opportunities for everyone working with the Company.

Designated Safeguarding Leads and Officers receive specialist training to ensure they are equipped and confident in their role to safeguard adults at risk. The Artist agrees to adhere to any instruction given by a Designated Safeguarding Lead or Officer in relation to safeguarding practices or concerns.

7.3. Anti-Harassment, Sexual Harassment, Bullying & Victimisation

The Artist will be provided with a copy of the Company's Anti-Harassment, Sexual Harassment, Bullying and Victimisation Policy in advance of the Engagement.

7.4. Capability, Performance, and Conduct Standards

All Artists are expected to maintain the musical, professional, and conduct standards required for their Engagements with the Company. This includes, but is not limited to, musical performance, preparation, reliability, professional conduct, and courteous behaviour in all interactions related to orchestra business.

During Engagements, Artists are expected to behave respectfully towards colleagues, the Principal Conductor, guest conductors, soloists, concert promoters, members of the audience, sponsors and supporters, production teams, transport and accommodation staff, and the wider public, including in representations on social media or other public forums.

7.4.1. Standards of Performance

Where there is a reasonable belief that an Artist's musical performance, preparation, reliability, or professional conduct falls below the standards reasonably required for an Engagement, the Principal Conductor or Head of Music Administration will bring this to the Artist's attention and seek to address the matter constructively.

a) Informal Discussion

An informal discussion will be arranged between the Principal Conductor or Head of Music Administration and the Artist. The Artist may be accompanied by a colleague or a representative of the Musicians' Union if they wish.

During this meeting, the Company will:

- Clearly identify the areas in which the Artist's performance or professional standards are considered to fall below the required level, with examples where appropriate.
- Give the Artist the opportunity to respond, explain any contributing factors, and raise any concerns.

- Agree a reasonable timeframe within which improvement is expected, considering the nature of the issue and the practicalities of upcoming Engagements.

b) Review

At the end of the agreed period, a review discussion will take place to assess whether sufficient improvement has been demonstrated. If, following reasonable opportunity and support, the required improvement has not been achieved, the Company may review the Artist's existing and future Engagements.

Where the Artist is listed as a First Call Player (Appendix A), an outcome of the review procedure may include removal from the list.

7.4.2. Standards of Conduct

If an Artist's conduct is in question, the Head of Music Administration will issue a warning in the presence of the player representative or a colleague of the Artist's choice. Examples of behaviour which may lead to intervention under this clause include, but are not necessarily limited to: violent behaviour, theft, bullying and harassment, drunkenness or non-prescription drug use.

Should the misconduct continue, Engagements may be terminated, and / or the Artist may be removed from the First Call List (Appendix A) if acceptable conduct is not observed. Any warnings given will expire after two calendar years.

In extreme cases of misconduct, the Company may terminate the Engagement without warning. Where the Artist is also listed as a First Call Player (Appendix A), this would include removal from that list.

The Player Representative and a representative of the Musicians' Union will be notified if this clause is invoked.

7.5. Self Employed Status

This Agreement constitutes a contract for the provision of services and not a contract of employment, and accordingly the Artist shall be fully responsible for, and shall indemnify the Company for, and in respect of any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services under the Engagement, where the recovery is not prohibited by law.

The Artist shall further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution or assessment or claim.

The Company may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Artist. Artists are responsible for the provision of their instruments in a fit state to carry out work, and for the insurance of their instruments.

8. ARCHIVE AND PROMOTIONAL RECORDING

8.1. Consent

The Artist agrees to give consent to have their performances recorded, subject to the following allocations and conditions. Any recording made shall not be used for the evaluation of the performance of any Artist.

Use of any such recording is subject to either:

- Clause 8.2 Promotional / Electronic Press Kits (EPKs)
- Clause 8.3 Recordings for Archive and Reference
- Clause 8.4 News Access Code of Practice

8.2. Promotional / Electronic Press Kits (EPKs)

The Company may make one Promotional / EPK recording for the Production(s) in which the Artist is engaged, without further payment, to promote the Company. However, duration of such use shall be limited to a maximum of 10 minutes aggregate length.

Promotional / EPK recordings may be used by Northern Ballet for its own publicity material including its own website and social media, artist profiles, arts and culture themed programming where the orchestra is featured and may include free and non-commercial presentation by Northern Ballet to promote ticket sales for the performances and/or concert(s) for which the Artist has been engaged under this Agreement. Any promotional material shall be sent for final sign-off to the Artistic Director and Music Department.

8.3. Recordings for Archive and Reference

The Company may make an archive and reference recording of one rehearsal or performance per venue, which will be retained by the Company. Video recordings shall only be of a standard necessary for archive and reference purposes using a single camera.

Recordings will, where possible, be watermarked throughout their duration to deter unauthorised uses.

Conductors are entitled to record (audio and/or visual) themselves in rehearsals or performances for their own personal use (with a limit on one performance, per week). Any such recordings must not be made available anywhere other than home use.

Where archive recordings are being created for the purpose of providing the dancers with a visual reference with which to assess their own performances, the duration of the recording must not exceed 10 minutes in length. The original recording must be destroyed as soon as the purpose for which it was made has been accomplished, and in any case within 7 days.

8.4. News Access Code of Practice

Without further payment, when a request is made by a news organisation to record material from a current rehearsal or performance in connection with a topical news story, the Artist Consents to a maximum of one-minute featured performance and / or one-minute non-featured (e.g. under a voice-over) performance from a maximum camera recording time of one hour.

APPENDIX A – FIRST CALL PLAYER LIST

DEFINITION OF A FIRST CALL PLAYER

A First Call Player is an Artist invited to the First Call List for orchestral Engagements over a rolling 12-month period, as determined by the Company's Head of Music Administration. Numbers and specific instrumentation will vary by production and repertoire. Any additions to the First Call List will be considered as part of the annual review of this Agreement.

First Call Players are engaged on a per-Engagement basis, and work is not guaranteed, being subject to availability, repertoire, instrumentation, and production requirements.

Violin 1 (1)	Vacancy Winona Fifield*	Flute / Piccolo (1)	Vacancy
	William Chadwick **	Oboe / Cor Anglais (1)	Vacancy
	Helen Boardman **	Clarinet / Bass Clarinet (1)	Joanne Rozario
	Raimonda Koço **		Alan Asquith **
Violin 2 (1)	Vacancy	Bassoon (1)	Paul Boyes
	Laura Concar **	French Horn (2)	Nicholas Wolmark
	Ian Flower **		David Horwich **
Viola (1)	Rosalyn Cabot	Trumpet (1)	Tracey Redfern
	Hannah Horton *	Trombone (1)	Vacancy
Cello (1)	Vacancy	Timpani and Percussion (2)	James Bower
	Toby Turton *		John Melbourne
Double Bass (1)	Toby Hughes		

*In the event of a Vacancy, or if a listed First Call Player is unavailable for an Engagement, the Artist(s) marked with * will be approached for availability in that chair and offered Engagement if suitable availability is confirmed at the point of contract.*

*Where the instrumentation requires increased orchestral forces, the additional Artist(s) marked with ** will also be offered Engagement on the same basis as above.*

If a First Call Player permanently leaves their position, the role will be filled through an open recruitment process.

APPENDIX B - FULL RATES TABLE

4. FEES AND RENUMERATION

4.1 Mid-scale and Main-scale Repertoire (10 or more Artists)

Rehearsal	£ 85.90
Performance	£ 95.44
Short Rehearsal (per half hour)	£ 28.63
	<i>* Leader uplift by negotiation.</i>

4.2 Small-scale Repertoire (less than 10 Artists)

Rehearsal	£ 94.49
Performance	£ 104.98
Short Rehearsal (per half hour)	£ 31.49
	<i>* Leader uplift by negotiation.</i>

4.5 Porterage

Group A	£ 16.00
Group B	£ 22.00
Group C	£ 80.00
Group D	By negotiation.

5. TRAVEL AND SUBSISTENCE PAYMENTS

5.1 Leeds Engagements

Daily Leeds Payment	£ 80.00
Weekly Leeds Payment	£ 400.00

5.2 Touring Engagements

Per Mile	£ 0.41
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6. PERFORMANCES TO RECORDED MUSIC (UK AND OVERSEAS)

6.1 Mid-scale and Main-scale Repertoire (10 or more Artists)

2-hour session (10 min. record)	£ 107.37
3-hour session (20 min. record)	£ 143.17
4-hour session (30 min. record)	£ 214.75
	<i>* Leader uplift by negotiation.</i>

6.2 Small-scale Repertoire (less than 10 Artists)

2-hour session (10 min. record)	£ 118.12
3-hour session (20 min. record)	£ 157.49
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	<i>* Leader uplift by negotiation.</i>

Per Show Royalty	£ 34.85
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