

1. PREAMBLE

These terms and conditions have been agreed between the Northern Lights Symphony Orchestra ("the NLSO") and the Musicians' Union ("the MU"). They shall be regarded as having come into force on 1st October 2018 and shall govern the freelance engagement of musicians ("a/the musician") to rehearse and perform for orchestral, choral and other similar concerts with the NLSO. These terms and conditions shall remain in force until 30th September 2020.

The supplementary rates and conditions in appendix A apply to tours in the UK.

All fees are inclusive of a holiday pay contribution of 12.1%.

It is agreed between the NLSO and the Musicians' Union that NLSO recognises the MU as the sole negotiating and consultation agent for the NLSO's musicians. The NLSO and the MU have a formal recognition and procedural agreement and strongly recommends the Musician to become or remain a member of the Union.

2. CONCERT FEES

Tutti	£128
Sub-Principals	£133
Principals	£144

3. SERVICES COVERED

A concert of up to three hours with a rehearsal of up to three hours on the same day, each including an interval of not less than fifteen minutes. There shall be a break of not less than 1½ hours between the end of a rehearsal and the start of a concert. Exceptionally, in the case of the performance of a work normally played without an interval, and where no interval takes place, fifteen minutes shall be added to the length of the performance and, if this brings the performance time to more than three hours, overtime payments shall be made in accordance with Clause 6 of these Terms and Conditions. Where the rehearsal is scheduled to commence six hours or more before the scheduled starting time of the concert, or is at a different venue which is more than 2 miles from the concert venue, a fee of **£12.50** is to be made in addition to the concert fee. For the purposes of these terms and conditions, the finishing time of a concert is defined as the time at which the leader (or equivalent) finally leaves the concert platform after the final item.

4. EXTRA REHEARSALS

a) On same day as concert

Extra rehearsals of up to three hours – 50% of the appropriate concert fee.

b) Single extra rehearsal on a day other than concert day

Where a single extra rehearsal of up to three hours is on a day other than the day of the concert - 60% of the appropriate concert fee together with any additional payments due under clauses 7 – 10 of this agreement where appropriate.

c) Two extra rehearsals on a day other than concert day

Two extra rehearsals of up to three hours each – 100% of the appropriate concert fee together with any additional payments due under clauses 7 – 10 of this agreement where appropriate. There shall be a break of not less than 1 hour between the end of the first rehearsal and the start of the second rehearsal, and rest breaks within each three hour rehearsal as per Clause 3 above.

5. SCHOOLS AND EDUCATIONAL CONCERTS

a) Minimum Rates:

i) one concert with or without rehearsal and contained within a spreadover of three hours

- 60% of the appropriate concert fee;

ii) two concerts with or without rehearsal and contained within a spreadover of six hours

- 100% of the appropriate concert fee

iii) three concerts with a maximum total aggregate duration of 2½ hours with or without a rehearsal and contained within a spreadover of six hours

- 100% of the appropriate concert fee

In all cases each concert must be preceded by a half hour break

b) Education Work

The following shall be the minimum rates to be paid:

Standard fee **£100** per single 3 hour session

Whole day fee **£160** for two 3 hour sessions on the same day

Where the whole day fee is paid, the two sessions will be in adjacent parts of the day and may be in two different venues. A single portage payment, where applicable, will apply where the two venues are within 25 miles of each other.

Where there is a Project Leader, he/she will be paid **£110** per single 3 hour session or **£180** whole day fee for two 3 hour sessions on the same day.

6. OVERTIME

Overtime will be paid if any rehearsal or concert exceeds three hours in length or if any rehearsal continues beyond its scheduled time. The overtime rate is time and half, i.e. 1/8 of the appropriate concert fee for each thirty minutes or part thereof with a limit on overtime of one hour whether at rehearsal or concert. Where a proportion of a concert fee is being paid, under clauses 4, 5(i) and 5(ii), the overtime rate for each thirty minutes or part thereof is 1/4 of this fee.

7. DOUBLING

Where a musician is required to play more than one instrument, or is specifically requested to bring to a rehearsal or concert more than one instrument, an additional payment of 10% of the musician's fee (with a minimum of **£10.95** where a full concert fee is being paid, or **£6.95** for a single schools or educational concert or a single extra rehearsal) shall be made in respect of each additional instrument. A musician shall not be required to play more than three instruments in any session.

Doubling fees shall be calculated with reference to the musician's actual performing fee, plus overtime if applicable. Doubling fees are not payable on any other ancillary payment.

If a musician is required to double on an instrument normally classified as a principal instrument, the doubling fee is payable in addition to the principal fee for the engagement.

Keyboard and percussion instruments are regarded as divided into the following sub-groups, and doubling fees will not be payable for playing more than one instrument within the same sub-group:

(a) *Keyboard Instruments:*

- (i) Piano
- (ii) Celeste, dulcitone
- (iii) Organ, harmonium, multitone, mustel organ
- (iv) Harpsichord, spinet, clavichord, virginals

(b) *Percussion Instruments:*

- (i) Tuned (mallet) instruments
- (ii) Latin American and world percussion instruments
- (iii) Non tuned standard orchestra percussion instruments
- (iv) Timpani (up to four drums)
- (v) Drum Kit

8. TRAVELLING ALLOWANCES

(a) NLSO's home base is designated as Central London. If the engagement is for a concert or rehearsal at a venue which is over fifteen miles from Central London, and alternative transport is not provided and paid for by the engager, a travelling allowance of **40p per mile** shall be paid for all miles necessarily travelled on land in reaching, fulfilling and returning from the engagement. 'Alternative transport' shall not include the shared use of another musician's car.

(b) If alternative transport is provided and paid for by the engager, a reduced travelling allowance of **20p per mile** shall be paid.

(c) When air travel within the UK is provided and paid for by the engager, the travelling allowance shall be limited to a one-off payment of **£22.40** for those parts of the journey travelled in order to fulfil the engagement.

- (d) Where the engagement necessarily involves a sea journey, and the relevant fare has not been paid by the engager, the actual cost of the sea journey shall be reimbursed to the musician. For all engagements necessarily involving a sea journey, the musicians shall also be paid an allowance of **£9.15 per hour** or part thereof (up to a maximum of **£36.80**) based on the scheduled length of time of the sea journey. These payments are in addition to the payments due for miles necessarily travelled on land.
- (e) Where a musician has travelled by rail, and where the relevant fare has exceeded a nominal rail allowance of **20p per mile**, an additional payment shall be made to the musician, equal to the difference between the rail allowance and the actual rail fare, for that part of the journey travelled by rail.
- (f) Coach travel by musicians engaged under these Terms and Conditions shall not exceed 250 miles during any period of twenty-four hours, unless by agreement with the MU.
- (g) In cases of dispute, the shortest recommended AA mileage shall be taken as the authority for distances.

9. SUBSISTENCE

Overnight Stay

- a) If the engagement involves an overnight stay and suitable accommodation is not provided by the engager, or if the time of return to NLSO's normal centre of employment as defined in Clause 8(a) above is after 2am, a payment of **£63.10** for bed and breakfast shall be made, plus a supplement of **£20.30** when the engagement is within the area bounded by the M25 motorway. For the purposes of this clause, 'suitable accommodation' shall be defined as three-star or equivalent grade hotel, as available, with full breakfast, and single room accommodation as available and if required by the musician.

Where a musician is booked within 14 days of an engagement and the cost of suitable accommodation exceeds the overnight allowance, the engager shall cover any reasonable additional accommodation costs. Any additional payment will be subject to prior agreement between the musician and the engager.

Where a musician is able to prove that s/he has travelled to an engagement by rail and has been unable to return to the normal centre of employment by 2am, and where that musician is also able to prove that s/he has paid for overnight accommodation, then the overnight stay payment, as defined above, shall be made.

Payment for Late Return

- b) When the musician's time of return the normal centre of employment is between midnight and 2am, the following additional payments shall be made by the engager:

- Return between midnight and 12.30am **£4.95**
- Return between 12.30am and 1.00am **£9.85**
- Return between 1.00am and 2.00am **£14.80**

'Time of return' is defined with reference to the musician's time of departure from the rehearsal or concert venue, the distance to be travelled to the recognised central point of the normal centre of employment, and an average speed of travel of 50mph. The time of departure is deemed to be fifteen minutes after the finishing time of the concert or rehearsal, as defined in Clause 2(a) above.

Payment for Early Call

- c) When a musician is required to depart from the normal centre of employment before 8.30am, and/or to be present at a concert or rehearsal before 8.30am, an early call payment shall be made, calculated at the rate of **£3.15 per half hour** or part thereof, subject to a **minimum of £6.30**, for all necessary travelling or working time prior to 8.30am. The time of departure from the normal centre of employment is defined with reference to the contracted commencement time of the concert or rehearsal, the distance to be travelled from the recognised central point of the normal centre of employment, and an average speed of travel of 50mph.

If a musician's departure time is defined as being before 6.00am, the early call payment shall be replaced by an overnight stay payment, calculated at the rate applicable to the musician's destination.

10. PORTERAGE

Minimum porterage payments for engagements under these Terms and Conditions shall be as follows:

Group A Payment £17.95 (£22.00*)
Double Bass
Electric Guitar
Electric Bass Guitar

* London Weighting is payable for engagements within the London Congestion Charge Zone

Group B Payment £14.75
Bass Saxophone
Contra Bassoon
Tuba

Group C Payment £10.50
Bass Clarinet plus one additional wind instrument
Baritone Saxophone
Trombone plus one other brass instrument
French horn plus one other brass instrument
2 Saxophones
'Cello

Group D Porterage rates for these instruments are subject to individual negotiation:
Harp
Kit Drums
Percussion instruments
Timpani
Organ
Electronic keyboards

- a) Porterage is defined as a contribution towards the extra time, effort and additional costs associated with the transportation of large or heavy instruments in order to fulfil an engagement.
- b) Porterage groups are determined by whether a large or heavy instrument can reasonably be carried on public transport (Groups B, C), or whether it requires transportation by a standard-sized car or larger vehicle eg van. On this basis, Group A reflects the contribution towards the additional cost involved in running the car, and the time/effort involved in loading and unloading.
- c) A full porterage payment shall be due for each day of an engagement, except where the engager has made safe provision for a musician to leave his/her instruments in situ overnight at a rehearsal or concert venue which has been used for the final call of the day, and which is also to be used for the first call of the following day. In this latter case, one porterage payment shall not be paid for each night during which the instrument is left at the venue. The engager must guarantee the security of the storage area and ensure that adequate insurance cover is in place in case of loss.
- d) For Group A and Group B porterage the following payments will apply:
 - Full porterage payment for a get-in/get-out at a single venue on the same day
 - Full porterage payment for the day of the get-in and another full payment for the get-out when the instruments left at a venue overnight.
 - If a musician is required to transport their instrument between multiple venues at separate locations on a single day an additional 50% porterage should be paid for each additional venue.
- e) A porterage payment shall not be paid when the engager makes arrangements to transport the instruments, unless the Musician is required to bring the instruments to a pick-up point nominated by the engager, in which latter case porterage payments shall be due in full.
- f) The engager will use his/her best endeavours to ensure that the venue will provide parking facilities for those transporting large or heavy instruments by car.
- g) In cases where air travel within the UK is provided by the engager under Clause 6(c) of these Terms and Conditions, and it is agreed between the engager and the musician that where special arrangements are necessary for the safe transportation of instruments listed in Groups A, B, C and D above, any additional costs in respect of transportation of these instruments may be subject to negotiation.

- h) Any additional cost of hiring instruments or hiring transportation for large or heavy instruments shall be the subject of individual negotiation.

A full portorage payment will be due for each day of an engagement, except where a musician chooses to leave his/her instruments in situ overnight at a rehearsal or concert venue which has been used for the final call of the day, and which is also to be used for the first call of the following day. In this latter case, one portorage payment shall not be paid for each night during which the instrument is left at the venue. The venue concerned must be secure.

11. ORCHESTRA PERSONNEL

Core Players

- a) The Northern Lights Symphony Orchestra shall be defined as the number of seats and personnel listed in Appendix B. Core players will be appointed by the Musical Director, subject to approval from the principal players and the board, and will remain as such for a period of two years from appointment at which time a further two-year period may be offered subject to a review of the previous work. There is an expectation that players will remain as core members unless they are unable to fulfil a reasonable number of orchestra engagements over a sufficient period of time, or no longer work with the NLSO after the disciplinary or capability clauses have been exhausted.

Extras & Deputies

- b) When deputies are required due to the absence of core personnel or when extras are required, they shall be drawn from a pool agreed between, and reviewed at least every six months by, the Musical Director, Orchestra Manager (or equivalent position) and the relevant Principal Players, a current list of which will be held by the Orchestra Manager. The engagement of extras will be the responsibility of the NLSO.

12. DISCIPLINARY/CAPABILITY/GRIEVANCE

The Orchestral Committee and the Union shall be notified if the following procedures are instigated:

- a) Should a musician's standard of performance be questioned either by the Musical Director or by the relevant Principal Player, the musician will be informed verbally by the Musical Director in the presence of the Orchestra Manager (or equivalent position), the musician's own nominated representative and the Principal Player or, in the case of a Principal Player, in the presence of the Leader. The warning will be confirmed in writing within seven days with the reasons for such warning being clearly stated and the musician will be entitled to a minimum of 12 weeks' Notice of Improvement, of which no less than 6 shall be working weeks. Should no improvement be recognised, the musician will then be notified in writing that he/she will be contracted for engagements occurring in the subsequent 12 weeks beyond which he/she will not be offered any further contracts.
- b) Should a musician's conduct or punctuality be in question, a verbal warning must first be given by a Manager in the presence of a member of the Orchestral Committee. Should the misconduct be repeated, a warning in writing shall be issued to the musician, with a copy to the Union. Contracts may then be terminated if these warnings are not observed. A warning will stand for one year, after which time has elapsed the warning will automatically be withdrawn.
- c) If the Musician or NLSO have a personal concern relating to the engagement, they have a right to express it. Every effort should be made to resolve the personal concern informally. Should this not be possible the following procedure has been agreed as being the most effective way to resolve the personal concern. Please remember that some cases need time to investigate fully. Musicians are asked not to raise questions which are not related to the engagement.
 - i) The Musician may then see the General Manager/Artistic Director as he / she is the person, who in most cases, can best respond to the issue. The Musician is entitled at any time to take the matter up themselves or ask for support from the MU / a colleague who may accompany them. Should the personal concern relate to the conduct of a colleague, then that colleague will be notified of the terms of the issue and have an opportunity of being heard themselves. Should this colleague be the person to whom a complaint would normally be referred, then in such cases the matter may be referred directly to the representative or the General Manager.
 - ii) If the Musician is dissatisfied with the response after i) they should then consult the MU / a colleague for advice and, if agreed, to re-open the discussion with the General Manager.
 - iii) If still dissatisfied, the Musician may put their complaint in writing. The General Manager will pass on the complaint for consideration by a Director of NLSO. The Musician's complaint will then be discussed between a Director of NLSO and the Musician, with the MU / a colleague present, if the Musician wishes. The conclusion will be confirmed to both parties in writing by NLSO.

13. PAYMENTS

NLSO will inform musicians at the time of the engagement of the intended date of payment of all fees and ancillary payments properly due and will use their best endeavours to make payment to the musician, or credited to the musicians' bank account, no later than 30 days after the engagement.

14. BROADCASTING/RECORDING

With exception of the provisions for EPK, News Access and Archive that appear in clause 14, acceptance of a "live" engagement does not place the musician under any obligation to permit his/her performance to be broadcast or recorded. Any proposed broadcast or recording must be specifically agreed in advance between the NLSO and the MU unless it takes place under the terms of clause 14 or under an existing collective agreement between the broadcasting or recording company and the Union. Media engagement fees for such broadcasts or recordings are payable in addition to the fees for live engagements.

EPK

a) Musicians engaged under this Agreement will permit NLSO to record sections of rehearsal and performance in sound and vision or in sound only for no additional fee in order to produce an EPK. The engager will inform the Musician of the intention to produce an EPK recording at the time of engagement. The recorded excerpts used in the EPK must not include any musical piece in its entirety, however short, and will have a maximum duration in aggregate of 10 minutes. Audio/visual recordings of such excerpts should, where possible, be watermarked throughout their duration to deter unauthorised uses. EPK recordings may be used for promotional purposes only and may include free and for non-commercial presentation by the engager to promote ticket sales for the concert(s) for which the Musician has been engaged under this Agreement. EPK recordings may also be used by third parties such as tourist boards and government agencies to promote the venue or city in which the concert(s) will take place.

Recordings shall not be used for the evaluation of the performance of any musician engaged under this Agreement.

News Access

b) News items which include the musical performances of Musicians may be recorded under the terms of the MU's News Access Code of Practice as at 22nd August 2014. Please see Appendix C.

Archive Recording

c) Archive recordings may be made under the terms of the MU Archive and Promotional Use Recordings Agreement as may be in force from time to time. Under this Agreement permission is required from the MU for the recording to take place, and is payable under the prevailing MU rate.

15. ELECTRONIC INSTRUMENTS

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

16. HEALTH & SAFETY

The NLSO shall use its best endeavours to safeguard the health, safety and welfare of musicians engaged under these terms and conditions. Musicians engaged under these terms and conditions will take all reasonable care to ensure that they do not endanger themselves or anyone else who may be affected by any activity undertaken in the performance of their engagement and will co-operate with the NLSO in meeting health and safety requirements.

All long journeys will incorporate access to a working toilet, either aboard the mode of transport provided or by means of reasonably scheduled comfort breaks at proper rest facilities.

Musicians engaged under this agreement will take all reasonable care to ensure that they do not endanger themselves whilst travelling to and from engagements. Long journeys should be planned in advance to allow sufficient time for regular breaks and sufficient time should be allowed to take account of unforeseeable weather and traffic conditions and to navigate unfamiliar routes. Organisations such as the AA, MU and ROSPA recommend a 15 minute break should be taken in every 2 hours of driving.

17. FORCE MAJEURE

The obligations of the engager and the musician under this agreement shall be suspended and unenforceable for so long as any of the circumstances specified as Force Majeure make it impossible or impractical. Force Majeure shall be deemed as an act or event beyond the reasonable control of the

engager or the musician, against which it is impossible or commercially unfeasible to insure or to claim compensation from a third party for, caused by:

- a) lightning, flood, storm, earthquake or any other unpredictable freak of nature,
- b) fire, explosion, accident, epidemic,
- c) strike, lockout or other industrial dispute on the part of persons employed by any person
- d) who is not a party to this agreement
- e) riot, war or acts of terrorism
- f) any act of government or other competent authority
- g) any other circumstance beyond the reasonable control of the engager or the musician and which are not caused by either the management or the musician

18. BOARD NOMINEE

One of the core members of the orchestra as listed in Appendix B shall be elected by consultative ballot of the orchestra to serve as an orchestra nominated member of the NLSO Board. Term of office shall be for 3 years after which the position will be re-advertised and balloted on if required. Serving nominees may seek re-nomination with any other candidates standing.

19. INSURANCE

NLSO does not take responsibility for insuring members of the orchestra or their instruments for Musicians engaged for their services under this Agreement. All Musicians engaged for services under this Agreement must have Public Liability Insurance, proof of which will be required.

Members of the Musicians' Union have automatic Public Liability Insurance cover up to £10,000,000 as a benefit of membership, as well as £2000 worth of instrument insurance once registered for this benefit.

The responsibility for arranging further personal accident, all risks or any other form of insurance is left entirely to the discretion of the Musician.

20. DISPUTES

Should any dispute arise in the interpretation of the Agreement, which cannot be settled at local level, it shall at once be referred to the General Manager of the NLSO and the Assistant General Secretary of the Musicians' Union, who shall meet as soon as possible and in any case within ten days of the referral. If they are unable to agree, the matter shall be referred to a single arbitrator, being a person of standing acceptable to both parties. If agreement of an arbitrator cannot be reached within seven days the procedures shall be regarded as exhausted.

Signed on behalf of NLSO

Signed on behalf of Musicians' Union

Date

Date

APPENDIX A - ORCHESTRAL CONCERT TOURS IN UK

The following rates and conditions supplement the basic rates and conditions for casual orchestral concerts:

- Definition of Tour
An engagement comprising more than one performance and which involves the musician in two or more consecutive nights away from his/her normal centre of employment.
- "Distance Fees"
The "distance" fees in clause 8a) and b) apply only to the first and last days of the tour.
- Travel; Payments and Conditions
If transport is not provided by NLSO, the appropriate mileage allowances or standard class rail fare (plus the cost of any necessary supplementary journey) shall be payable in respect of all necessary journeys, as set out in clause 8 of these terms and conditions, together with reimbursement of necessary sea or air journeys, and any tolls, tunnel/bridge and congestion charges or similar payments necessary to complete the journey.
- Subsistence
Daily Payment: a "subsistence" payment of **£21.50** per day to be paid in addition to all other fees to cover meals and other expenses on each day of the tour except on the first and last days of the tour when "distance fees" are paid.

Overnight Stay: hotel, if provided by the engager, to be three star or equivalent with single room accommodation and full "English" breakfast (within reasonable distance of the engagement). If suitable hotel accommodation is not provided then the subsistence payment for bed and breakfast stated in clause 9(i) "Overnight Stay" applies.
- "Free" Days: A half fee shall be paid in addition to all other payments for all non-working days, including the opening day of the tour but excluding the return day unless the return time is after 1pm.
- Morning Calls: There shall be not less than eight hours free before the first morning call of any day. Any call before 8.30am to be paid overtime (i.e. 1/8 of the appropriate concert fee for each thirty minutes or part thereof before 8.30am). For this purpose a "call" is defined as the time for which the orchestra is called collectively whether for rehearsal, performance or travel.

APPENDIX B – ORCHESTRA CORE PERSONNEL

Violin 1	James Dickinson Juliet Hughes Rees Angela Jung Ariel Lang	Flute	Dan Watts
		Clarinet	Emma Burgess
		Bassoon	Liz Trigg
Violin 2	Hazel Correa Jon Visanji	Trumpet	Alexander Cromwell Ellie Lovegrove
Viola	Virginia Slater		
Cello	Rebecca Jordan Gregg Duggan Raphael Lang Celine Barry		
Double Bass	Frances Emery		

APPENDIX C – NEWS ACCESS

1. News items which include the musical performances of Musicians may be recorded under the terms of this code of practice without the further agreement of the MU or those it represents.
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.
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.
4. The maximum duration of recorded performance that may be communicated to the public in one news item shall be:
 - i. One minute of featured music (i.e. not background or otherwise incidental)

and / or
 - ii. 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.

5. Nothing in this code of practice shall prevent any Musician requesting the broadcaster / production company not to record his or her performance and the broadcaster / production company shall not record a Musician who has made such a request.
6. 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.
7. News items made hereunder must be first communicated to the public within eight days of the recording date, unless the prior written agreement of the MU is obtained, but thereafter may be communicated to the public throughout the world in perpetuity for the purposes of reporting the news and / or as archived news items.
8. Provided news item recordings are made and used strictly in accordance with this code of practice, 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.
9. Save as set out in this code of practice, nothing shall restrict the rights of performers and / or the MU under the Act or otherwise.