Orchestra of the Swan & Musicians' Union Freelance Orchestral Agreement 2026-27

1. Preamble

These Terms & Conditions shall be regarded as having come into force on 1st September 2026 and shall govern the freelance engagement of musicians by Orchestra of the Swan (The Swan). The Musician will be an independent contractor and nothing in this Agreement shall render the Musician an employee, agent or partner of The Swan and the Musician shall not hold him / herself out as such.

2. Concert Rates

The following shall be the minimum rates paid for a concert of up to 3 hours length which may be accompanied by a rehearsal of up to 3 hours on the same day, each including an interval of not less than 15 minutes.

Orchestral & Choral concerts:

Tutti	**£142.59**
Co-principal	**£150.34**
Principal	**£173.12**

a) One Hour Concerts (e.g. Armscote Manor)

For short concerts of up to 1 hour's duration with a short rehearsal contained within a spread over 3 hours 80% of the appropriate concert rate in Clause 2 shall be payable. In the case of Armscote Manor, the rehearsal will be scheduled from 6pm to 7pm with the concert from 8pm to 9pm. Sandwiches, tea and coffee will be provided in the break.

1 hour concerts:

Tutti	**£114.07**
Co-principal	**£120.27**
Principal	**£138.50**

3. Extra Rehearsals – Concert or Rehearsal Day

i) Extra Rehearsals: One half of the appropriate concert fee (as above) shall be paid for an extra rehearsal of up to 3 hours on a concert day.

ii) Rehearsal Days: A "Rehearsal Day" is defined as a day other than a concert day upon which 2 x 3-hour rehearsals may be called, each with a break of not less than 15 minutes and with a break of at least 1 hour between rehearsals.

The fees payable are as per the Concert Rates.

4. Single Call Fee

A single call fee (60% of the Concert Rate) shall be paid for an additional rehearsal (on a day with no other rehearsal or concert) of up to 3 hours in length, with a break of not less than 15 minutes. The following rates shall be paid:

Tutti	**£85.55**
Co-principals	**£90.21**
Principal	**£103.88**

5. Schools and Educational Concerts

The following minimum rates shall be paid:

i) One concert with or without a rehearsal within a 3-hour spread over:
60% of the appropriate fee for an orchestral concert

ii) Two concerts with or without rehearsal within a 6-hour spread over:
100% of the appropriate fee for an orchestral concert

6. Swan Inspire (Community & Education Projects)

The following rates shall be paid to all musicians involved in group preparation, workshops, performances, and/or demonstration of instruments across school, Care Home and other community-based projects:

Whole day (two 3-hour sessions)	**£164.02** + travel
Half day (one 3-hour session)	**£100.79** + travel

Rates for musicians who agree to organise or lead large projects, or who work as animateurs or other similar education and outreach work that requires personal, individual preparation time will be by individual negotiation.

7. Overtime

Time in excess of 3 hours on any concert or rehearsal shall be paid at 1½ times (time-and-a-half) of the appropriate rate for each ½ hour or part thereof.

As an exception to this, time in excess of 3 hours on any Choral Society engagement concert or rehearsal shall be paid at 1½ times (time-and-a-half) of the appropriate rate for each 15 minutes or part thereof.

Remaining after a concert to meet Trustees, sponsors or audience members will not count as overtime and be an entirely voluntary arrangement.

8. Doubling

When a musician is required to play more than one instrument an additional payment of 10% of the appropriate fee will be made per additional instrument.

Keyboard and percussion are divided into the following sub-groups and doubling fees will not be paid for playing more than one instrument within a sub-group:

a) Keyboard Instruments
- i piano
- ii celeste, dulcitone
- iii organ, harmonium, multi-tone, mustel organ
- iv harpsichord, spinet, clavichord, virginals

b) Percussion Instruments
- i tuned (mallet) instruments; vibraphone, xylophone
- ii Latin American rhythm instruments
- iii Drums (bass drum, snare drum, tom-toms, cymbals and usual small accessories)
- iv Timpani (up to four drums)

9. Sitting Up

Tutti and Sub-principal Core players may be invited to sit up to a higher tier. There is no entitlement or obligation to sit up but where a Tutti or Sub-principal Core player agrees to sit in a higher tier, they shall be paid the appropriate rate for the relevant higher tier for any patch of work in which they play any part in a position rated higher than they usually or originally sat.

10. Chamber Music

Chamber music is defined as any piece of music for thirteen or fewer musicians for which a conductor is not required and where each player is required to play an independent line.

A minimum fee of **£180.06** will be payable for a concert of up to three hours in length which may be accompanied by a rehearsal of up to three hours on the same day, each including an interval of not less than fifteen minutes. A rehearsal day will be defined by the same terms as contained in clause 3ii) of this Agreement.

For extra calls on a concert or rehearsal day, for single call days, for overtime, and for doubling; then the general principles and terms which are contained within this Agreement but not necessarily just limited to clauses 3, 4, 8 and 9, will also apply to the Chamber Music fees. This includes the Hereford Rural Concerts and Night Owl Concerts.

11. Porterage

Porterage shall be paid at the following rates for each rehearsal/concert day except when a musician chooses to leave an instrument at a venue overnight, when the venue is the final call of the day and the first call next day.

Group A	**£20.80 (£26.15*)**	kit drums, electric guitar, double bass ** London Weighting is payable within the London Congestion Charge Zone*
Group B	**£17.10**	contra-bassoon, bass saxophone, tuba
Group C	**£12.85**	baritone saxophone, trombone plus one other instrument, two saxophones, 'cello
Group D	negotiable	harp, percussion, timpani, organ, electronic keyboards

12. Travel

A mileage rate of £0.42p per mile will be paid.

Players will also be paid a Late Return fee if home arrival time after evening concerts is as follows:

Between 12 midnight – 12.30am	**£5.25**
Between 12.30am – 1.00am	**£10.50**
Between 1.00am – 2.00am	**£15.75**

All distances will be taken in accordance with The AA Route Planner; unforeseen delays beyond The Swan's control (i.e. punctures, roadworks, accidents) will not incur a late return fee.

13. Orchestra Members

a) Core Players

i) The Core Players of The Swan shall be defined as the musicians listed in Appendix 3. The expectation is that Core Players would be available for a reasonable number of dates over each season. Core Players will be able to have extended time of unavailability, which they can make up in following seasons to a reasonable percentage over a 3-year period from their initial appointment each remaining as Core Players subject to sufficient work being undertaken and subject to Clauses 16, 17 and 18.

ii) Core Players will be engaged and paid on a freelance engagement-by-engagement basis and membership does not guarantee any number of days' work. All players will be responsible for their own tax and national insurance arrangements and membership does not imply any employment benefits.

b) Deputies & Extras

When deputies are required, due to the absence of Core Players, or when extras are required due to the orchestra being enlarged beyond normal requirements, they shall be drawn from a pool agreed between the Artistic Director, the Orchestra Manager and the relevant Principal Players wherever possible. A current list of this pool of players will be available from the Orchestra Manager and shall be reviewed at least every six months by agreement of the three parties. The engagement of extras will be the responsibility of the Orchestra Manager.

14. Cancellation of Engagements

a) If, due to unforeseen circumstances, the engagement of a musician made under this Agreement is cancelled by The Swan then the musician will be entitled to the following payments unless the musician, using all reasonable endeavour, finds alternative work:

i) For a cancellation made within 30 days of the agreed engagement the musician shall be paid the full fees due under clauses 2-7 hereof at the appropriate rate.

ii) For a cancellation made between 31 days and 60 days of the agreed engagement, the musician shall be paid 50% of the fee at the appropriate rate.

b) Where a musician who has accepted an offer of engagement subsequently wishes to cancel the engagement he/she may ask for release from contract. If this is agreed, it shall be the responsibility of that musician to contact and engage a suitable deputy drawn from the agreed pool of players as defined in clause 14(b) hereof and inform the Orchestra Manager of the substitution at the earliest opportunity. Payment of the deputy shall be the responsibility of The Swan.

15. Musical Responsibilities

Musicians have a contractual and professional responsibility to ensure that they meet the musical standards required, and The Swan will provide all reasonable support and encouragement to assist in the achievement and sustainment of this standard. If a musician performs below the musical standards expected, this will have a detrimental effect on the orchestra. In these circumstances, it is the responsibility of the Artistic Director to bring this to the attention of the Musician and work closely with the Musician to improve their musical performance. When there is a reasonable belief on the part of the Artistic Director that the Musician is not performing to the musical standards required, the Artistic Director will investigate the circumstances without delay and endeavour to ascertain the reasons for the unsatisfactory performance. If, following this investigation,

they believe that the Musician's musical performance does not meet the standards required, an informal discussion with the Musician will be arranged with the Artistic Director. The Musician may be accompanied by a colleague or the MU. Notes will be taken during the meeting. At this meeting the Artistic Director will:

a. Ensure the Musician is clear about the areas in which their performance is below the musical standards required. The Artistic Director will provide evidence for this view.

b. Give the Musician the opportunity to explain their under-performance and to raise any concerns they may have.

c. Explore solutions to the problem with the Musician. This could include the suggestion of additional training, or providing a mentor, or some other kind of ongoing support to the Musician.

d. Set a reasonable mutually agreed time frame within which improvement is expected and arrange a second meeting at the end of this time to review the situation. When establishing a reasonable timeframe for improvement, the Artistic Director must consider the level of improvement that is required and the method by which the improvement must be gained.

If at the end of this period the Musician's musical performance has returned to a satisfactory level, then records of the meeting will be removed from any file kept regarding the Musician. If not, the player will no longer retain their status as a core player under Clause 14 and Appendix 3.

If it is identified that a sub-standard musical performance is due to negligence or lack of application on the part of the Musician, this will be addressed as described below in Concerns.

16. Concerns

If a musician or The Swan have a concern relating to the engagement, they have a right to express it. Every effort should be made to resolve the personal concern or complaint informally and as speedily as possible. Should this not be possible the following procedures have been agreed as being the most effective way to resolve the personal concerns. Please remember that some cases need time to be investigated fully.

Process for Musicians:

Stage 1

The Musician may see the Artistic Director as they are 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 him / herself. 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 Executive Director. If within a period of seven days the matter has not been dealt with to the satisfaction of the player, the Musician is entitled to proceed to Stage 2. In Stage 2, the matter must be dealt with within seven days otherwise the Musician will be entitled to proceed to Stage 3. These time limits may be altered by mutual agreement.

Stage 2

If the Musician is dissatisfied with the response after Stage 1 they should then consult the MU / a colleague for advice and, if agreed, to re-open the discussion with the Executive Director.

Stage 3
Should the Musician continue to be dissatisfied, their complaint will be further dealt with by the Chair of The Swan Trustees. The conclusion will be confirmed to both parties in writing by The Swan.

17. Standards Expected

The Swan expects the highest standards of behaviour from all players and staff. It is expected that all musicians are treated with equal respect both in rehearsal/concert situations as well as in other environments. Bullying and harassment of any description will not be tolerated. Bullying may include elements of sexist, racist, homophobic behaviour or unfair treatment on the basis of age, religious belief or faith, or disability. Bullying may also include insulting, humiliating or malicious behaviour targeted at a group or an individual. Any instance of bullying should be reported to the Orchestra Manager and will be dealt with promptly to ensure that standards of behaviour are clear and adhered to.

When performing with The Swan, musicians act as "ambassadors" for the Orchestra and are expected to behave courteously when interacting with any people or groups of people with whom they come into contact when engaged on orchestra business. Such people and groups may include, but are not limited to, concert promoters, members of the audience, sponsors and individual supporters, radio or recording producers, conductors and soloists, airport staff, hotel receptionists, tour company representatives and coach drivers.

Should a musician's conduct or punctuality be in question, a verbal warning must first be given by the Orchestra Manager in the presence of the MU Steward or a colleague of the musician's choice. Should the misconduct be repeated, a warning in writing shall be issued by the Orchestra Manager to the musician, with a copy to the Union. Contracts may then be terminated and/or players removed from the core player list if these warnings are not observed. Any warnings given will expire after one calendar year. In extreme cases of misconduct, the musician may be liable to summary termination of his/her contract of engagement. Examples of behaviour which might lead to summary termination include, but are not necessarily limited to, violent behaviour, theft, bullying or harassment and drunkenness at work. The Orchestra Committee and the MU Steward shall be notified whenever this process is invoked.

18. Media: Broadcasting & Recording

The Musician, on acceptance of a live engagement under the Terms and Conditions of this Agreement, accepts and recognises that the concert performance and all associated rehearsal/patching sessions may be recorded or broadcast by audio and/or visual means subject to limitations and uses outlined in Appendix 1 of this Agreement, without further payment over and above that due under Clauses 2 to 11 inclusive of this Agreement.

19. Electronic Instruments

Instruments and devices incorporating pre-recorded sounds 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 used.

20. Orchestra Tours in the UK

A tour is defined as an engagement, which involves a musician in two or more nights away from the regular concert venues (see clause 13) and shall be in accordance with the provisions of the Appendix to the current ABO/MU Agreement.

21. Orchestra Tours Abroad

A foreign tour is defined as an engagement, which involves a musician in one or more nights overseas and shall be subject to terms and conditions to be agreed in advance between The Swan and the Musicians' Union.

22. Force Majeure

The obligations of the Swan 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 Swan 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 who is not a party to this agreement
d) riot, war or acts of terrorism
e) any act of government or other competent authority
f) any other circumstance beyond the reasonable control of The Swan or the musician and which are not caused by either the management or the musician

23. Disputes

Should any dispute arise from this Agreement which cannot be settled at a local level it shall be referred to the Director of the Association of British Orchestras and the General Secretary of the Musicians' Union, who shall meet as soon as possible. If they are unable to resolve the dispute the matter shall be referred to a single arbiter being a person acceptable to both parties.

24. Union Membership

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

25. Holiday Pay

All fees quantified in this Agreement are inclusive of a holiday pay contribution of 12.1%.

26. Self-Employment Status

For the avoidance of doubt, musicians working under this agreement consider themselves self-employed and will not be entitled to any statutory provisions afforded by employment status.

27. Duration

These terms and conditions will be reviewed annually to assess any changes required.

Appendix 1: Media: Broadcasting & Recording

Type	Points for Musicians' consent to record		Use	Points per Use	
Audio Only Recording	1	per session or final rehearsal and concert on the same day	Commercial Audio release	1	per 20 minutes of recorded product
			Radio Relay transmission	3	1 relay plus 1 repeat (including streaming)
			Radio Relay 2nd and subsequent repeats	1	per repeat
			Internet transmission	1	per webcast/streamed programme
Audio Visual Recording	3	per session or final rehearsal and concert on the same day	TV up to 3 hours live/recorded transmission	9	per UK category 1 TV transmission
				3	per UK category 2 TV transmission
				3	per Worldwide TV excluding UK
				1	per repeat TV transmission UK or worldwide
			Videogram release of TV transmission	8	UK category 1
				12	UK category 2 and worldwide
			Internet transmission	3	including downloads
			Theatric release	3	worldwide
			Commercial Videogram release	17	worldwide
Short Item Audio Visual Recording	1	for up to 1 hour filming	TV transmission / commercial videogram	2	for maximum 5 minutes recorded product
	2	for up to 2 hours filming	TV transmission / commercial videogram	3	for maximum 10 minutes recorded product
EPK	0	as per clause 2 of Appendix 1	EPK	0	for any other uses points applied as above
Archive recording	0	as per clause 3 of Appendix 1	Composer's archive and reference	0	

1. Consents and Uses

The musician, upon acceptance of an engagement under the terms of this Agreement, shall permit his or her performance to be broadcast or recorded without additional payment above what is due under clauses 2-10 inclusive of this Agreement, subject to the following conditions:

A points system will be applied to the following categories of broadcasting and recording:

a) Points will be allocated initially at the time of recording in exchange for the musician's consent to be recorded as shown in column 2 above
b) Additional Points will then subsequently be allocated for various uses as and when they arise as shown in column 5 above
c) A maximum of 80 points per annum may be used in any combination of the above allocations
d) A maximum of up to 5 unused points may be carried forward to the following year
e) Allocated points will be credited to the whole orchestra irrespective of which musicians are actually present at the time of recording
f) The year will be the contract year commencing 1st September and finishing 31st August
g) Categories of media work not specified above may subsequently be included in this agreement and have an appropriate points value allocated to them by agreement with the Musicians Union
h) The Musician shall assign to The Swan all relevant assignable intellectual property rights in respect of this Appendix 1.

2. Electronic Press Kits

Musicians engaged under this Agreement will permit The Swan 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 Musician will be informed by The Swan at the earliest opportunity of the intention to produce an EPK recording. Each EPK will have a maximum duration in aggregate of 20 minutes of orchestral material in any format to be used for promotional or marketing purposes only. Audio/visual recordings used in the EPK may include a musical piece in its entirety only where the recording is watermarked and is of a maximum duration of 20 minutes. Watermarked recordings in excess of 20 minutes duration will attract media points in accordance with clause 1 of Appendix 1. Where possible, all EPK recordings will be watermarked throughout their duration to deter unauthorised use. Sound recordings and audio/visual recordings that are not watermarked must not include any musical piece in its entirety, however short. EPK recordings may be used by The Swan for its own publicity material including its own website, artist profiles, arts and culture themed programming where the orchestra is featured and may include free and non-commercial presentation by The Swan 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 Swan performs. EPK recordings shall not be used for the evaluation of the performance of any musician.

3. Composer Archive Recordings

Musicians engaged under this agreement will permit a composer to record a performance of his or her own work in sound or sound and vision strictly for the Orchestra's and composer's personal archive or promotional uses only. Rights in each recording will remain with The Swan and the composer will be licensed for personal or promotional use. Where The Swan or the composer uses a recording for promotional purposes its use shall be limited to the promotion of The Swan or the composer and shall not be used for third party promotion. Audio/visual recordings will, where possible, be watermarked throughout their duration to deter unauthorised use. All other uses will be subject to further separate agreement between The Swan and the MU.

4. News Access

Musicians engaged under this Agreement will permit The Swan to make news recordings for any of those on the Authorised List: BBC, ITV Companies, London News Network, BskyB, Reuters Video News, London TV (What's On), or to invite any of those on the Authorised List

to make their own news recordings provided that the maximum recording time of each news recording shall be sixty (60) minutes.

News recordings shall not be made by or for Five or any other satellite or cable broadcaster (except BskyB). Any requests relating to a news recording for a third party that is not on the Authorised List shall be referred to the Media Department, Musicians' Union, 60-62 Clapham Road, London SW9 0JJ.

Those on the Authorised List shall be advised by The Swan that where consent is granted, use of the News Recordings in programmes other than those specified shall automatically attract the fees due under the appropriate agreement with the Musicians' Union to which such party is subject.

Each News Recording may be broadcast by a broadcaster on the Authorised List in network news bulletins, local news bulletins and 'round-ups' and arts and music magazine programmes and listings programmes or on the website of The Swan provided that the maximum transmission time of performances by the musician included in each such programme shall be limited to two (2) minutes, subject to the following limits:

- one minute of recorded performance where the music is featured (i.e. not background or incidental)
- one minute of recorded performance where the music is not featured (e.g. as background to an interview or voice over)
- in the event of the transmitted duration of the performance of the musician exceeding the transmission time limits specified above, the appropriate points due under Appendix 1 above will be allocated.
- all further and secondary exploitation of the News Recordings shall not be permitted without the Orchestra's Musicians' Union Steward first being notified of same and agreement being reached with the Musicians' Union.

5. List of Participating Musicians

The Swan shall make and maintain an accurate list of all the members of the orchestra who perform on each recording made under this agreement so as to assist collecting societies in identifying those members of the orchestra whose performances are on a particular Recording.

6. Equitable Remuneration from Collecting Societies

This agreement is without prejudice to the musicians' rights to receive a share of equitable remuneration from domestic or foreign collecting societies for the broadcast or public performance of their recorded performance(s) pursuant to national legislation.

Appendix 2: Orchestral Musicians engaged as Soloists

When members of the Core Orchestra are engaged by The Swan to undertake concerto performances, the minimum fees for such work will be £300. Enhanced fees will be paid for significant orchestral solos or continuo playing, by negotiation with the musician and The Swan.

Appendix 3: Core Members and Seat Ratings for the Orchestra of the Swan

Instrument	Position & Seat #	Name	Instrument	Position	Name
Violin 1	**Leader**	David Le Page	**Oboe**	**Principal**	Victoria Brawn
	Co-leader	Catherine Leech		**Sub-Principal**	Vacancy
	3. Sub-Principal	Leo Payne	**Cor Anglais**	**Principal**	Vacancy
	4. Tutti	Liz Hodson			
	5. Tutti	Rebekah Allan	**Clarinet**	**Principal**	Sally Harrop
				Sub-Principal	Vacancy
Violin 2	**Principal**	Amy Littlewood	**Bass Clarinet**	**Principal**	(as required)
	Sub-Principal	Alicja Humeniuk			
	3. Tutti	Caroline Mitchell	**Bassoon**	**Principal**	Philip Brookes
	4. Tutti	Vacancy		**Sub-Principal**	Oliver Galletta
	5. Tutti	Naomi Rump	**Contra**	**Principal**	(as required)
Viola	**Principal**	Rose Redgrave / Vanessa McNaught	**Horn**	**Principal**	Francesca Moore-Bridger
	Sub-Principal	Vanessa Murby		**Sub-Principal**	Craig Macdonald
	3. Tutti	Robyn Lund		**Principal**	(as required)
	4. Tutti	Mark Chivers		**Sub-Principal**	(as required)
			Bumper	**Principal**	(as required)
Cello	**Principal**	Nick Stringfellow			
	Sub-Principal	Chris Allan	**Trumpet**	**Principal**	Anthony Thompson
	3. Tutti	Bryony James		**Sub-Principal**	Peter Wright
	4. Tutti	Vacancy			
			Trombone	**Principal**	Martha-Ann Brookes
Bass	**Principal**	Claire Whitson		**Sub-Principal**	(as required)
	Sub-Principal	(As required)	**Bass Tromb**	**Principal**	(as required)
			Tuba	**Principal**	(as required)
Flutes	**Principal**	Diane Clark	**Timpani**	**Principal**	Tim Farmer
	Sub-Principal	Nick Bhattacharjee	**Percussion**	**Principal**	(as required)
Piccolo	**Principal**	(as required)	**Percussion**	**Sub-Principal**	(as required)
			Harp	**Principal**	(as required)
			Harpsichord	**Principal**	David Ponsford