

1. Preamble

These Terms and Conditions have been agreed between the North Music Trust ('the Trust') and the Musicians' Union ('the MU'). They shall be regarded as having come into force on 1st January 2020 and shall govern the freelance engagement of musicians ('a/the musician') to perform with the Royal Northern Sinfonia ('the orchestra').

2. Freelance Rates

The following shall be the minimum rates to be paid to a musician engaged to play for concerts, rehearsals and media work (subject to the conditions specified Clause 5 below):

Full day

For up to six hours playing on one day, which can include, but is not limited to, rehearsals, concerts, recording, patching, workshop sessions, in any combination:

Sub-Principals	£140.51
Principals	£150.65
Section Leaders	£174.89

Enhanced Concert Rate

For two concerts on the same day in front of a paying audience (with or without a prior rehearsal) calculated as 160% of the full day rate:

Sub-Principals	£224.82
Principals	£241.04
Section Leaders	£279.82

Half Day

For up to three hours playing which can include, but is not limited to, rehearsals, concerts, recording, patching, workshop sessions, in any combination, where no other work is offered on the same day (calculated as 60% of the full day rate):

Sub-Principals	£84.30
Principals	£90.39
Section Leaders	£104.93

The Freelance Rates shown above are inclusive of:

- Holiday Pay, calculated as a contribution of 12.1% (1/9th) towards statutory holiday entitlement under the Working Time Regulations 1998
- travel of up to 30 miles in one day (see Clause 7 below)
- VAT

3. Hours of Work

(a) Sessions

The basic unit of performing work will be a 'session'. The length of each session will be calculated in 15 minute units. The maximum scheduled length of a session will usually be 3 hours, however dress or technical rehearsals for opera/ballet/music theatre or performances of single long works (i.e. St Matthew Passion, the Messiah) may be of 3½ hours duration. The minimum scheduled length of a session will be 1 hour. There may be more than one session scheduled in a day provided that the total performing time does not exceed 6 hours. A session may include concerts, rehearsals, media work or any combination of these. The

length of rehearsals and media work will be predetermined. The duration of a concert will be estimated on the work schedule. 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.

(b) Intervals

The interval between two sessions will not normally be less than 1 hour. The interval between the end of rehearsal and concert shall normally be one and a half hours, except for concerts with a maximum duration of 1½ hours or less, when the interval will not normally be less than 1 hour, except where otherwise agreed. When a concert with a duration in excess of 1½ hours is performed without an interval, 20 minutes will be added to the performance time for the calculation of hours of work.

(c) Rehearsal Repertoire

There shall be no restrictions on the music that a musician may be asked to play at a rehearsal, providing that the music to be rehearsed is already scheduled for inclusion in a session governed by the Terms and Conditions of this Agreement. The repertoire for each session shall be notified to the musician at the time of engagement.

4. Overtime

Overtime shall be paid if:

- a) performing work exceeds 3 hours in any one session (except for dress rehearsals for opera, ballet and music theatre and performances of single long works, which may be up to 3½ hours in duration) or 6 hours in any day
- b) a rehearsal continues beyond its scheduled time regardless of the number of hours worked in a day

Where it is incurred, overtime shall be paid at time-and-a-half for each 15 minutes or part thereof up to a maximum of one hour. The rates per 15 minutes are as follows: (For the purposes of this Clause, time-and-a-half is defined as 6.25% of the appropriate basic full day rate or 12.5% of the appropriate half day rate listed in Clause 2 of these Terms and Conditions for each quarter-hour unit).

	Full Day	Half Day
Sub-Principals	£8.79	£10.54
Principals	£9.42	£11.30
Section Leaders	£10.94	£13.12

5. Doubling

Where a musician is required to perform on more than one instrument, or is specifically requested to bring to a session more than one instrument, an additional payment of 10% of the musician's fee shall be made in respect of each additional instrument.

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 instrument.

Where a musician is required to perform on a non-standard instrument a separately negotiated rate will be paid.

Keyboard and percussion instruments are regarded as divided into the following sub-groups, and doubling or tripling will not be deemed to apply to 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 (vibraphone, xylophone, marimba, glockenspiel, tubular bells)
 - (ii) Latin American rhythm instruments
 - (iii) Drums (bass drum, snare drum, tom-toms, cymbals and the usual small accessories)
 - (iv) Timpani (up to four drums)
 - (v) Kit Drums

6. Media Work

By payment of the rates shown in Clause 2 above, the Trust can require a musician to perform or rehearse for media work as part of his or her obligations, without additional payment, subject to the following conditions:

- A points system will be applied to the categories of media work as set out in Appendix 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 below
- Additional Points will then subsequently be allocated for various uses as and when they arise as shown in column 5 of the table in Appendix A
- A maximum of 80 points per annum may be used in any combination of the above allocations shown below
- A maximum of up to 10 unused points may be carried forward to the following year
- The year will be the contract year commencing 1st April and finishing 31st March
- 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
- The Trust will keep a record of the number of points used by the musician during the year. Where the maximum of 80 points allocation is exceeded within the year, the musician will be paid the appropriate MU media rate for all additional media sessions in addition to, or where appropriate in place of, the rates shown in Clause 2 above
- The Trust will not use any recording for the purpose of evaluating the performance of the musician.

7. Home Base & Moving Base

- a) The orchestra's home base is defined as the area covered by the boroughs of Newcastle / Gateshead / North & South Tyneside.
- b) A moving base is defined as a place of temporary overnight stay away from home base.
- c) Both the home base and a moving base will be deemed, by payment of overnight stay or provision of accommodation, to be the musician's temporary base location for the following 24 hours of an engagement (see Clause 8 below).

8. Travel

The basic fee includes travel of up to 30 miles in one day (see Clause 2)

- a) Where the musician is required to travel to an engagement outside the recognised central point of their normal centre of employment and alternative transport is not provided and paid for by the Trust, a travel allowance shall be paid for those journeys in excess of 30 miles necessarily travelled in reaching and returning from the engagement.
- b) Travel allowance shall be paid only in respect of the first and last days of the engagement, that is, the days on which the musician leaves and returns to his/her normal centre of employment. For all other days of the engagement transport will be arranged by the Trust.

- c) Travel allowance shall be paid in seven bands for return journey distances of:
- | | |
|-----------------|-----------------------------|
| up to 30 miles | no payment |
| 30 - 80 miles | £20.00 |
| 81 - 125 miles | £36.00 |
| 126 - 200 miles | £56.50 |
| 201 - 400 miles | £81.50 |
| 401 - 600 miles | £118.50 |
| over 600 miles | to be negotiated separately |
- d) Where a musician has travelled by public transport, and where he/she has previously agreed with the Trust that the relevant fare will exceed the travel allowance as shown above, an additional payment shall be made to the musician upon production of a valid receipt, equal to the difference between the travel allowance and the actual fare
- e) In cases of dispute, the shortest recommended AA mileage shall be taken as the authority for distances.

9. Overnight Stay

- a) If the engagement involves an overnight stay and suitable accommodation is not provided by the Trust, or if the time of return to home base, moving base or the musician's normal centre of employment as defined in Clause 10(b) below is after 2am, a payment of £61.90 for bed and breakfast shall be made, plus a supplement of £19.90 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.
- b) Where a musician is able to prove that s/he has travelled to an engagement by public transport and has been unable to return to his/her 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.

10. Subsistence

- a) Meal allowance
Except for the first and last days of an engagement as defined in Clause 8(b) above, the musician shall receive meal allowances on each day of the engagement where they are required to travel from the home base or a moving base (as defined in clause 7 above). The amount of any payments will be as set in Appendix 3 of the MU/RNS agreement.

- b) Payment for Late Return
When the musician's time of return to home base, moving base or his/her normal centre of employment is between midnight and 2am, additional payments shall be made. The amount of these shall be as per Appendix 3 of the MU/RNS agreement.

'Time of return' is defined with reference to the musician's time of departure from the performance venue, the distance to be travelled to the home base, moving base or the recognised central point of the musician's normal centre of employment, and an average speed of travel of 50mph. The time of departure is deemed to be 15 minutes after the finishing time of the session, as defined in Clause 3(a) above.

- c) Payment for Early Call
When a musician is required to depart from home base, moving base or his/her normal centre of employment before 8.30am, an early call payment shall be made, calculated at the rate of £6.15 per hour or part thereof, for all necessary travelling time prior to

8.30am. The time of departure from home base, moving base or the musician's normal centre of employment is defined with reference to the contracted commencement time of the session, the distance to be travelled from home base, moving base or the recognised central point of the musician's 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.

11. Porterage

Where the Trust does not provide suitable instruments, portorage payments for the additional cost of transportation of large or heavy instruments shall be as follows:

Group A £17.60
Double Bass, Electric Guitar, Electric Bass Guitar

Group B £14.45
Bass Saxophone, Contra Bassoon, Tuba

Group C £10.30
Baritone Saxophone, 2 Saxophones, Cello
Trombone plus one other brass instrument
French Horn plus one other brass instrument

Group D negotiable
Harp, Organ, Electronic keyboards, Kit Drums, Percussion instruments, Timpani

A full portorage payment shall be paid only on the first and last day of an engagement, as defined in Clause 7(b) above. For all other days of the engagement, transport of the instruments listed above will normally be provided by the Trust. Where transport for these instruments is not provided by the Trust, any additional cost incurred by a musician in transporting his/her instrument during the engagement will be by negotiation.

Where a musician is expected to leave his/her instruments at a 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, or in a vehicle provided by the Trust for transportation of instruments, the Trust will ensure that the instruments are safe and secure.

In cases where air travel within the UK is provided by the Trust and it is agreed between the Trust and the musician that special arrangements are necessary for the safe transportation of instruments listed above, any additional costs in respect of transportation of these instruments may be subject to negotiation.

12. Electronic Instruments

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

13. Health & Safety

The Trust shall use its best endeavours to safeguard the health, safety and welfare of musicians engaged under this Agreement. Musicians engaged under this Agreement 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 Trust in meeting health and safety requirements.

14. Date of Payment

The Trust will use its best endeavours to make payment to the musician, or credited to the musicians' bank account, no later than 30 days after the engagement or at the next regular scheduled date for payment runs.

15. Cancellation

The orchestra reserves the right to change the schedule with 30 days notice or more. In cases where the schedule is changed with less than 30 days' notice, basic fees will be paid to the musician as outlined in Clause 2 on this Agreement. When the musician is able to mitigate any loss caused by cancellation the orchestra will pay any difference in basic fees.

16. Conduct

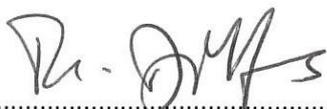
The Trust expects the highest standards of behaviour from all players and staff. In order to provide a productive and pleasant working environment, it is important that the Trust maintains an energetic and creative environment characterised by mutual respect, trust and dignity. Accordingly, neither harassment nor bullying in our work environment will be tolerated. When performing with the orchestra, 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. Players engaged by the Trust are responsible for adhering to the Trust's Equality and Diversity Policy (a copy of this can be supplied on request).

17. Disputes

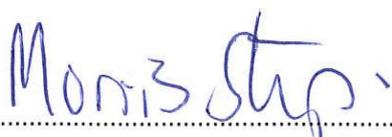
Should any dispute arise in the interpretation of the Agreement, which cannot be settled at local level, it shall at once be referred to the Director of the Association of British Orchestras and the Assistant General Secretary (Music Industry) of the MU, who shall meet as soon as possible and in any 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.

18. Duration

These Terms and Conditions shall remain in force until 31 December 2020.



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Thorben Dittes, Director Royal Northern Sinfonia and Classical Music Programme



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Morris Stemp, Orchestras Official, Musicians' Union

Appendix A: Media Points Table (see Clause 6)

Type	Points for Musicians' consent to record		Use	Points per Use	
Audio Only Recording	1	per session	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	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
				3	including downloads
				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
Archive recording	0	as per A.1 below	internal archive and reference	0	for any other uses points applied as above
EPK	0	as per A.2 below	EPK	0	
News Access	0	as per A.3 below	News Access	0	

A.1. Archive Recordings

Archive Recordings may be used for EPKs, internal archive and reference use only. The Trust confirms that the Musicians' reproduction and distribution rights will not be breached by any unauthorised copying or sale of Archive Recordings.

A.2. Electronic Press Kits

The Trust may record sections of rehearsal and performance scheduled within the Musician's contracted hours to make audio and/or visual recordings for no additional fee in order to produce an EPK. 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 of orchestral material in any format to be used for promotional or marketing purposes only. Audio/visual recordings of such excerpts will, where possible, be watermarked throughout their duration to deter unauthorised uses. EPK recordings may be used by the Trust for its own publicity material including the Trust's own website, artist profiles, arts and culture themed programming where the orchestra is featured and may include free and non-commercial presentation by the Trust to promote ticket sales for performances by the orchestra. EPK recordings may also be initiated and used by agreement with visiting artists or their representatives for promotional or marketing use only on the artist/agents' websites or similar. EPK recordings shall not be used for the evaluation of the performance of any musician.

A.3. 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.

NORTH MUSIC TRUST

STANDARD CONTRACT – ORCHESTRA

APPENDIX THREE

ACCOMMODATION AND TRAVEL, INCLUDING LATE RETURNS AND EARLY STARTS

Payments for subsistence in connection with section 9 of the contract are:

Leaving base after 1.30pm (1 meal)	£17.00
Leaving base before 1.30 and returning after 6pm (2 meals)	£21.00
Returning to base between midnight and 12.30am	£5.00
Returning to base between 12.30am and 1 am	£10.00
Returning to base between 1am and 2am	£15.00