



TERMS AND CONDITIONS OF ENGAGEMENT

for

SELF-EMPLOYED MUSICIANS

with the

ROYAL SCOTTISH NATIONAL ORCHESTRA

CONTRACT TYPE: Self-Employed

EFFECTIVE DATE: 1 April 2021

UNION RECOGNITION STATEMENT

The RSNO agrees to recognise the Musicians' Union (MU) as the sole negotiating and consultation agent for the RSNO's self-employed musicians. The RSNO and the MU have a formal recognition and procedural agreement and this contract may be subject to variation by the terms of any agreements made by the RSNO and the MU on behalf of the Musicians.

1 PREAMBLE

- 1.1** It is agreed between the Royal Scottish National Orchestra Society Limited and the Musicians' Union that this document represents the minimum terms and conditions agreed collectively between the Royal Scottish National Orchestra Society Limited and the Musicians' Union for fees and conditions for self-employed musicians working in the Royal Scottish National Orchestra.
- 1.2** The Musician will be required to rehearse and perform for public concerts, sound recording and broadcast, film, video, television and internet recording, attend photocalls and meetings called by the RSNO and undertake any such other additional duties or engagements as shall be agreed between the RSNO and the Musicians' Union within the hours of work specified in Clause 2 below.
- 1.3** This contract of engagement is a contract for services and is not intended by either party to create a contract of employment.

2 DUTIES / HOURS OF WORK

- 2.1** The musician, on acceptance of work under the Terms and Conditions of this Agreement, consents to the recording and broadcasting in sound and/or vision of performances, rehearsals and patching sessions subject to the provisions of clause 8 of these Terms and Conditions.
- 2.2** The Musician shall be ready to play for the commencement of any session and shall not be absent for any part of such rehearsal, performance or recording session without the consent of the Orchestra Manager first having been obtained.
- 2.3** There shall be no restrictions on the music that a musician may be asked to play at a rehearsal, concert performance or recording providing that the music 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 at the time of engagement.
- 2.4** The following shall be the minimum rates to be paid to a musician engaged for any combination of session types and duties as described under section 1.2 in one day, each up to 3 hours in length with a combined length of up to 6 hours including a session interval of not less than fifteen minutes per 3 hours. Where there are 2 concerts of the same programme plus a rehearsal with a combined length of six hours in the same day, 160% of the appropriate fee shall be payable. Where there are two concerts of the same programme plus a rehearsal with a combined length in excess of six hours in the same day, 200% of the appropriate fee shall be payable.

Tutti	£102.00	+	<i>holiday pay @12.08% £12.32; total =</i>	£114.32
Sub-Principal	£106.50	+	<i>holiday pay @12.08% £12.87; total =</i>	£119.37
Principal	£122.00	+	<i>holiday pay @12.08% £14.74; total =</i>	£136.74
Section Principal	£137.50	+	<i>holiday pay @12.08% £16.61; total =</i>	£154.11

- 2.5** For Family (daytime), Schools and Learning & Engagement work, the following shall be the minimum rates to be paid:
- 60% of a concert fee for any combination of own-label recording sessions, rehearsals or concerts with a combined length of up to of three hours on any single day.
 - For any combination of own-label recording sessions, rehearsal or concerts with a combined length of up to of six hours on any single day, one full concert fee is payable.

- iii. For workshop facilitation, workshop leadership, workshop preparation or any other type of work engaged by the RSNO Learning & Engagement Department, that does not otherwise fall under the scope of sections 2.5 of this agreement, RSNO Learning & Engagement rates will be set out and agreed with the musician at the time of engagement.

2.6 When the only working period offered by the RSNO on a day other than a concert day is any combination of sessions with a combined length of up to 3 hours (with or without overtime), 60% of the appropriate concert fee shall be paid, together with any additional payments due under Clause 6 and 7 of these terms and conditions.

3 OVERTIME

Overtime for any rehearsal, concert, or RSNO own label recording shall be paid at time-and-a-half for each half-hour or part thereof up to a maximum of one hour. For the purposes of this clause, time-and-a-half is defined as, for each half hour overtime, 12.5% of the basic fee listed in Clause 2.4 of these Terms and Conditions. In the case of a single schools or education concert (as defined in clause 2.5 i), or a single rehearsal (as defined in clause 2.6), overtime is calculated as 15% of the basic fee listed in Clause 2.4 of these Terms and Conditions. Overtime for media sessions not covered under the basic fee listed in clause 2.4 (as defined in clause 8) will be paid under the relevant MU Agreement.

4 CHANGES TO SCHEDULE

The Society reserves the right to change the schedule with 14 days' notice or more. In cases where the schedule changes with less than 14 days' notice, basic fees will be paid to the musician as outlined in clause 2 of this Agreement. From 14 to 28 days notice, if the Society cancels work or makes a change which the musician can no longer accommodate due to unavoidable conflict, the musician shall receive 50% of his or her fee. When the musician is able to mitigate any loss caused by cancellation, the Society will pay any difference in basic fees.

5 DOUBLING

Doubling is paid at 10% of the appropriate fee for each extra instrument (with a minimum of **£9.30** where a full concert fee is payable or **£5.45** per single rehearsal or education concert).

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 any 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:

- Keyboard Instruments:
 - Piano
 - Celeste, dulcitone
 - Organ, harmonium, multitone, mustel organ
 - Harpsichord, spinet, clavichord, virginals
- Percussion Instruments
 - Tuned (mallet) instruments: vibraphone, xylophone, marimba, glockenspiel, tubular bells
 - Latin American rhythm instruments
 - Drums (bass drum, snare drum, tom-toms, cymbals and usual small accessories)

6 **PORTERAGE**

Porterage shall be paid in accordance with the current ABO / MU Agreement:

	Instruments	Payment
Group A	Double Bass, Electric Guitar, Electric Bass Guitar	£17.60
Group B	Bass Saxophone, Contrabassoon, Tuba	£14.45
Group C	Baritone Saxophone, Trombone (plus one other brass instrument), French Horn (plus one other brass instrument), 2 Saxophones, Cello	£10.30
Group D	Harp	£25.00
Group E	Percussion, Timpani, Organ, Electronic Keyboards, Kit Drums	negotiated

A full porterage payment shall be due for each day of an engagement, except where a musician chooses to leave his/her instruments 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.

7 **TRAVEL AND SUBSISTENCE**

The following conditions shall apply to RSNO engagements in the UK. Any temporary variations may be negotiated with the MU at any time and confirmed in advance of the engagement. Travel and subsistence for foreign touring will be the subject of separate negotiation with the MU.

7.1 **ENGAGEMENTS AWAY FROM HOME BASE**

In the event of the Musician being required to play outside a radius of fifteen miles from the RSNO's home base then the RSNO shall either provide transportation, accommodation, subsistence and porterage or pay the appropriate costs in lieu of travel and subsistence as detailed in Clause 7.

7.2 For engagements outside a radius of fifteen miles from the RSNO's home base, the following travel allowances shall be paid to those musicians who opt not to take the official transport:

Aberdeen £21.42

Inverness £25.02

Edinburgh £9.80

Perth £13.00

Dundee £19.34

For travel to Aberdeen and Inverness, Musicians who drive their own vehicle will be reimbursed at 15p per mile. Musicians shall be asked to report the mode of transport used in order for reimbursement to be made.

For travel to other venues that the Orchestra visits only occasionally, such as London, Newcastle, Leeds, Birmingham, Manchester, Liverpool, and so on, transportation will be provided OR the musician will receive a travel payment at current ABO/MU rates.

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.

7.3 SUBSISTENCE PAYMENTS

Days on which the orchestra travels outside the home base to a UK engagement shall be subject to the following limitations:

7.3.1 If the Musician is called before 8.30am then an early subsistence payment of £5.00 will be made.

7.3.2 If the scheduled time of return to the home base is after midnight the Musician shall be entitled to receive a late subsistence allowance as shown below:

- Return between 12.00am and 12.30am	£5.00
- Return between 12.30am and 1.00am	£10.42
- Return between 1.00am and 2.00am	£13.82
- Aberdeen/Inverness enhanced late return	£15.15

7.3.3 If the engagement involves an overnight stay and suitable accommodation is not provided by the RSNO, a bed and breakfast payment shall be made (see clause 7.3.4), plus a supplement of £12.50 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. Overnight payments will only be payable when hotel receipts have been given to a member of the RSNO Presentation and Operations Department.

7.3.4 If the scheduled departure time is before 1.30pm and the scheduled return time is after 6.00pm, the two-meal allowance is payable. Otherwise only one meal allowance is payable. Where an overnight allowance has been paid and the scheduled return time is before 1.30pm the following day, no further meal allowance is payable. Meal allowances are as follows:

- Leaving base after 1.30pm (1 meal)	£14.50
- Leaving base before 1.30pm, and returning after 6pm (2 meal)	£21.63
- Bed and Breakfast	£59.13
- London Supplement, (each overnight stay in London)	£12.50

8 MEDIA ENGAGEMENTS

8.1 The Musician may be required to perform or rehearse for the recording, archiving and/or transmission of music by any means, including but not limited to radio or TV broadcast, streaming (including both live and on-demand), both in sound or vision only and simultaneously in sound and vision, when scheduled, subject to the conditions specified in clauses 8.2 to 8.21 below.

8.2 Where a commercial recording has been commissioned with the rights being acquired exclusively by a third party, the Musician will receive a fee according to the relevant national MU Agreement.

8.3 Where a recording has been commissioned exclusively by the Society for release on the in-house RSNO label, the Society shall be entitled to incorporate the Musician's performance into the recording, and will acquire within the fee all rights and consents to use and exploit or to licence others to use the recording in all media and formats (except for those specified in clauses 8.5 & 8.6 below). The Musician shall assign to the Society all relevant assignable intellectual property rights in respect of this clause 8.3 without additional payment, save as specified in clause 8.7 below. Note that in-house RSNO label includes all recordings (sound, or vision, or sound and vision) for any purpose (e.g. CD release, broadcast, streaming) where the ownership of the recording remains with the RSNO.

8.4 Where the performance broadcast rights for transmission by any means are acquired by a third party, where the principal purpose of the broadcast is the performance, no additional fee will be payable, save as specified in clause 8.7 below.

- 8.5** With the exception of the rights acquired under clauses 8.2 to 8.21 the Society may not reassign the rights in RSNO-owned recordings to a third party for further commercial exploitation unless paid at the current appropriate MU rate.
- 8.6** The secondary use of partial extracts from existing RSNO-owned material for wholly commercial purposes such as television advertisement, feature film soundtrack or signature tunes/soundtracks for programmes not featuring the RSNO shall not be deemed to be included under the terms of clause 8.3. In these instances, where the rights are reassigned to a third party, a further fee shall be payable at the current appropriate MU rate. Alternatively, where the recording is licensed for secondary use but the rights remain with the Society, any income earned by the Society will be included in the arrangements outlined under clause 8.7.
- 8.7** The total amount of money earned each year by the Society from RSNO label commissioned work and from broadcasts as specified in clause 8.3, after the subtraction of the costs specifically incurred by the Society in earning that income will be the RSNO Label Net Income. An RSNO Label Self-Employed Dividend shall be payable where the total Net Income exceeds the Dividend Payment Threshold of £100,000. The RSNO Label Self-Employed Dividend shall be equal to 10% of the Net Income in excess of the Dividend Payment Threshold. No payment shall be due where the Net Income falls below the Dividend Payment Threshold. The RSNO Label Self-Employed Dividend shall normally be divided amongst the Self-Employed Musicians in proportion to the number of RSNO Label recordings in the relevant year worked by each Self-Employed Musician. In circumstances where a specific recording has generated very high levels of income, a greater percentage may be apportioned specifically to the personnel involved in this work.

Electronic Press Kits (EPK):

- 8.8** Recordings in sound and/or vision may be used in order to produce an EPK without additional payment. Audio/visual recordings will be watermarked throughout their duration to deter unauthorised uses. EPK recordings will be used for promotional purposes by the RSNO and by any third parties nominated by the RSNO for the promotion of the RSNO.

News Access

- 8.9** News items which include the musical performances of the Musician may be recorded under the terms of clauses 8.9 to 8.17 without the further agreement of the MU or those it represents.
- 8.10** 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.
- 8.11** 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.
- 8.12** The maximum duration of recorded performance that may be communicated to the public in one news item shall be:
- (a) one minute of featured music (i.e. not background or otherwise incidental), and/or
 - (b) 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.

- 8.13** 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.

- 8.14** 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.
- 8.15** 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.
- 8.16** Provided news item recordings are made and used strictly in accordance with clauses 8.9 to 8.17, 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.
- 8.17** Save as set out in clauses 8.9 to 8.17, nothing shall restrict the rights of performers and/or the MU under the Act or otherwise

Collecting Societies

- 8.18** The Society shall make and maintain an accurate list of all the musicians who perform on each recording that is made under this media agreement so as to assist collecting societies in identifying those musicians whose performances are on a particular recording.
- 8.19** The Society is authorised to disclose all necessary information about the musicians participating on any session to the relevant collecting societies so as to assist such collecting societies in identifying those who are entitled to receive payments from such collection societies.
- 8.20** In the event that the musician is entitled by law to receive from domestic or foreign collecting societies equitable remuneration or other forms of income in respect of recordings of his/her performances made under this Clause 8 that is additional to that arising under this Clause 8 nothing contained in this Clause 8 shall prevent the musician from laying claim to the same. The musician shall not be obliged to account to the Society for any such income to which he/she is entitled.

Archive Recordings

- 8.21** All sessions may be recorded for archive, and may be made available to third parties for purely non-commercial purposes with no additional payment. Any archive recording which is later made available for commercial release will be treated under the terms of clauses 8.1 – 8.7 as appropriate.

9 RSNO SOCIETY RULES

The RSNO Society is insured against liability for personal injury and disease sustained by the Musician which arises out of, or in the course of, his/her work with the RSNO.

- 9.1** The Musician shall abide by all reasonable instructions given to him/her by the Society, and conform to all the rules and regulations contained in this agreement.
- 9.1** The Musician shall appear at all engagements attired in a manner appropriate to the engagement, wearing such suitable clothes as are acceptable to the Society for the particular engagement.
- 9.2** The RSNO 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 comply with RSNO Health and Safety policies, including those regarding Noise at work (attached), as well as policies of all venues used by the RSNO.

10 INDEMNITY/EXCLUSIVITY

- 10.1** The Musician warrants that at the time of entering into this agreement he/she is not by reason of another agreement precluded from entering into and fulfilling the terms of this agreement.

- 10.2** During the continuance of this agreement the Musician shall not accept any engagement which conflicts with the interests of the Society.
- 10.3** The Musician warrants that they will be responsible for payment of all tax and national insurance contributions which are due in respect of the payments that are made to them under this agreement.

11 **FORCE MAJEURE**

The obligations of the Society 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 Society or the musician, 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 Society or the musician and which are not caused by either the Society or the musician.

AGREED AND ACCEPTED:

Signed



on behalf of
Royal Scottish National Orchestra
Society Limited

on behalf of
Musicians' Union

Alistair Mackie
RSNO Chief Executive

Jo Laverty
National Organiser
Orchestras

Date _____ Date 12/05/21