

An agreement between the Serse Trust and the Musicians' Union for the freelance engagement of musicians

1. Terms of Engagement

These terms and conditions have been agreed between the Serse Trust, also known as Opera Settecento, and the Musicians' Union (the Union). The Serse Trust recognises the Union to be the appropriate representative body to negotiate terms and conditions on behalf of its members. This agreement shall govern the freelance engagement of musicians (described during the period of engagement as 'Opera Settecento') to rehearse and perform for musico-dramatic performance either staged or in concert in the Greater London area commencing 1st October 2019. The agreement will run until 30th September 2022 at which point the terms and conditions will be reviewed by the two parties.

2. Minimum rates and hours of work

a) Rates (inclusive of holiday pay calculated at 12.1%)

Performance of up to 5 hours in duration including intervals (to finish no later than 11pm whenever possible)	£195
Performance of up to 3 hours in duration	£165
Rehearsal of up to 3 hours on the day of a performance	£75
Two rehearsals of up to 3 hours on a day other than a performance day	£135
Single rehearsal of up to 3 hours on a day other than a performance day	£90

Note: The maximum spread-over should be eight hours where a performance and a rehearsal or two rehearsals are booked on the same day.

b) Intervals, breaks and unpaid captive time

If a rehearsal is scheduled on a performance day, the musicians will be entitled to an unpaid break of at least one hour but no more than two hours after the rehearsal and prior to the commencement of the performance. Performance intervals and rehearsal breaks shall be of not less than 15 minutes' duration. Players are requested to remain on the premises during the performance intervals. Interval refreshments will be provided by the Trust whenever reasonably practicable.

c) Overtime

If call time is extended beyond the scheduled duration, overtime shall be payable pro rata at time-and-a-half of the appropriate performance or rehearsal fee for each 15 minutes or part thereof up to a maximum of an hour.

3. Doubling

Where a musician is required to play more than one instrument, a 25% uplift will apply on all rehearsal and performance fees where doubling is required.



4. Porterage

The following porterage payments shall apply unless the orchestra management makes arrangements to transport the instruments:

Group A: payment £29.02: Electric Guitar, Double Bass, Bass Guitar

Group B: payment £25.06: Bass Saxophone, Tuba

Group C: payment £19.97: Contra Bassoon, Baritone Saxophone, French horn plus one other brass instrument. Trombone plus one other brass instrument or bag of mutes, two Saxophones, Cello, Bass Clarinet.

Group D: porterage rates for other heavy instruments are subject to individual negotiation: e.g. Kit Drums, Percussion instruments, Electronic Keyboards, Harp.

5. Scheduling

Wherever reasonably possible, a musician will be given 2 months' notice of his/her engagement in writing and will be required to return a counter-signed hard copy of the agreement to the Trust for administrative purposes.

Any change to the published schedule of rehearsals or performances shall be subject to 7 days' notice being given by the Trust to the musicians.

Every musician engaged under this agreement is obliged to be seated, tuned and ready to play at the scheduled commencement time of each rehearsal and at least 5 minutes prior to the scheduled recommencement of each act during the performance. Any musician who fails to fulfil this requirement for avoidable reasons and causes the performance or rehearsal to overrun may be made liable for any resultant costs incurred by the Trust such as overtime payments.

6. Continuity of Engagement

Engagements under this Agreement are offered on a freelance basis and on a production by production basis. Individual musician's previous levels of commitment to the Trust and its aims will be taken into consideration when the orchestra is engaged for any production and work will be offered at the Trust's discretion, where appropriate.

7. Secondary Exploitation

With exception of the provisions of Clause 8, this Agreement is in respect of *live* engagements and does not place the musician under any obligation to permit his/her performance to be broadcast or recorded in any media.

Any proposed recording must be specifically agreed in advance between the Trust and the Union unless it takes place under an existing collective agreement between the media company and the Union (such as the BBC.) Media fees for all such broadcasts or recordings are payable in addition to the fees for the live engagement.



8. Archive Recording

It is agreed that a musician may participate in one archive and promotional use audio or audio-visual recording per production during the period of this Agreement subject to the following conditions:

- a. The recording/performance shall only be made during a scheduled rehearsal/performance where the musicians involved are receiving fees. No additional fee shall be payable.
- b. One rehearsal/performance must be designated for the recording and a minimum of one week's notice should be given of the time, date and place of the recording to both the Musicians' Union and its members in writing.
- c. The recording should only be of the standard necessary for reference i.e. single fixed camera, with integral microphones only.
- d. Only one recording may be made. A physical or digital copy may be kept for archive purposes and the recording may also be used for promotional purposes subject to the terms set out for Electronic Press Kits below.
- e. The production of the recording shall not disrupt the performance for which the musicians have been contracted e.g. with the addition of lighting or a change of seating or any other factor, nor shall any "retakes" or "patching" be permitted for the purpose of the recording.
- f. No recording may be made at Orchestra alone rehearsals.
- g. The recording shall not be used for the evaluation of the performance of any member of the Union.
- h. The artistic director will be responsible for the storage, security and control of archive material. Anyone wishing to view or listen to the recording must first obtain the written permission from the Trust. A register of all performers involved in each archive recording will be available for inspection by an authorised representative of the Union.
- i. The recording will be watermarked to prevent unlicensed use by third parties.

9. Electronic Press Kits

Musicians engaged under this agreement will permit the Serse Trust to record sections of a rehearsal or performance in sound and vision or in sound only for no additional fee in order to produce an EPK. The EPK will be watermarked to prevent unlicensed use by third parties. The recorded excerpts used in the EPK must not include any piece, section or aria in its entirety, however short, and will have a maximum duration in aggregate of 10 minutes. EPK recordings may be used for promotion and fundraising purposes only. This may include free and non-commercial presentation by the Serse Trust to potential donors, broadcasting in news, listings and topical magazine programmes specifically to promote ticket sales or sent to theatres and festival promoters to generate further performances of the production. Written permission must be sought from both the Trust and the Union by any participating singer wishing to use the EPK on a self-promotion website and the streaming of a complete aria shall not be permitted as this may pose a threat to future commercial release.

10. Payment terms

The Trust will use its best endeavours to make payment to all the musicians no later than 30 days after the performance or the first performance in the case of more than one performance of the same programme being scheduled.



11. Health and Safety

The Trust shall use its best endeavours to safeguard the health, safety and welfare of musicians engaged under this agreement. Musicians will take all reasonable care to ensure 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 & Safety requirements. Musicians are required to have Public Liability Insurance to cover them while they are performing. Public Liability Insurance is provided by the Musicians' Union as part of a package of membership benefits.

12. Union Membership

The Trust recognises the Union as the representative organisation for the musicians engaged by the Trust and strongly recommends all musicians remain in or become members of the Union.

Signed..... Edward Houghton
on behalf of the Serse Trust

Date.....

Signed..... Jamie Pullman
on behalf of the Musicians' Union

Date.....

MUSICIAN'S CONTRACT

This contract incorporates the provisions of the Serse Trust / Musicians' Union Agreement (above) dated 1st October 2016 and is made between the Serse Trust and the musician as specified below.

Name of player:.....

Instrument:.....

Players' schedule:

INSERT SCHEDULE

Required dress:

Ladies should wear a black dress or smart black blouse & black trousers

Gentlemen should wear a smart black shirt & black trousers

Total fee payable:.....

Signed..... (the Musician)

Date.....

Signed..... (the Serse Trust / Opera Settecento)

Date

Please countersign and return in the SAE provided