

Sinfonia Cymru & Musician's Union  
Freelance Orchestral Agreement 2018-2020

**1. Preamble**

These terms and conditions shall be regarded as having come into force on 1<sup>st</sup> April 2018 and shall govern the freelance engagement of musicians by Sinfonia Cymru.

**2. (a) Concert rates**

The following shall be the minimum rates to be paid for a concert of up to three hours in length with a rehearsal of up to three hours in length on the same day, each including an interval of not less than fifteen minutes. 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 4 of these Terms and Conditions.

These fees are inclusive of a holiday pay contribution of 12% for 2018/2020.

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 concert governed by the Terms and Conditions of this Agreement.

	2018	2019
Young Professional	<b>£128.30</b>	<b>£132.15</b>
Student	<b>£112.00</b>	<b>£115.35</b>

Student rates apply to any individual studying either full or part time at a Further/Higher Education Institution or secondary school.

Young Professionals rates apply to any individual not studying full or part time at a Further/Higher Education institution or secondary school.

**(b) Chamber Music**

The following rates will be paid for chamber music. These rates will not apply to Sinfonia Cymru's core series.

**£150**

**(c) Schools Workshops and Educational Concerts**

The following shall be the minimum rates to be paid:

- i. One concert with or without rehearsal and contained within a spread over of three hours - 60% of the appropriate fee for a casual engagement.
- (ii) Two concerts with or without rehearsal and contained within a spread over of six hours - the appropriate fee for a casual engagement.

**3. (a) Extra Rehearsals**

One-half of the appropriate concert fee, as defined in Clause 2(a) above, shall be paid for an extra rehearsal of up to three hours in length.

**(b) Single Extra Rehearsals**

When the only working period offered by a management on a day other than a concert day is a single extra rehearsal (with or without overtime), 60% of the appropriate concert fee shall be paid, together with any additional payments due under Clauses 5-8 of these Terms and Conditions.

**4. Overtime**

Overtime for any rehearsal or concert 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 12.5% of the appropriate basic fee listed in Clause 2(a) of these Terms and Conditions for each half-hour unit. In the case of a single schools or educational concert, or a single extra rehearsal, overtime is based on the enhanced fee defined in Clause 2 (b) (i) or Clause 3 (b), and is payable at the rate of 25% of the enhanced fee for each half-hour unit.

**5. 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 **£11.25** where a full concert fee is being paid, or **£7.15** for a single schools workshop 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
- (v) Any electronic keyboard sound to be played on a single electronic instrument, so long as use of such instrument does not contravene point 9. of this agreement.

*(b) Percussion Instruments:*

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

**6. Travelling Allowances**

(a) If the engagement is for work where the rehearsal base is Cardiff and the engagement is for five or more consecutive days of rehearsals and/or performances, travel costs to

Cardiff at the commencement of the engagement and return travel at the conclusion of the engagement will not be paid.

(b) Travel between performances will be provided by the management and a travelling allowance payment of 16p per mile will be paid. In the event that travel between performances is not provided a travelling allowance of 35p per mile shall be paid for all miles travelled on land in reaching, fulfilling and returning from the engagement

(c) For engagements involving fewer than five consecutive days of rehearsals and/or performances, the cost of standard class return rail travel between the musician's home city/town and Cardiff will be reimbursed on production of receipts or other proof of purchase. Musicians are requested to book travel as early as possible to take advantage of cheaper, advance tickets.

(d) 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.

(e) 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.

(f) Coach travel by musicians engaged under these Terms and Conditions shall not exceed 250 miles during any period of twenty-four hours.

(g) In cases of dispute, the shortest recommended AA mileage shall be taken as the authority for distances.

## 7. Subsistence

### *(a) Overnight Stay*

Overnight stays will be agreed between the musician and engager at the time of engagement. For all 'core series' the engager will provide suitable accommodation for all musicians without a current base in Cardiff. For any additional / special projects accommodation will be provided wherever possible, on agreement with the musician at the time of accepting the engagement. For the purposes of this clause suitable accommodation shall be defined as twin room, as available, with breakfast. Accommodation will be limited to the night of (not the night prior) the first day of any engagement, unless otherwise agreed.

### *(b) Payment for Late Return*

When the musician's time of return to his/her 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 musician's 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.

### *(c) Payment for Early Call*

When a musician is required to depart from his/her 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 musician's 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 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.

## 8. Porterage

Minimum portorage 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 other wind instrument  
Baritone Saxophone  
Trombone plus one other brass instrument  
French horn plus one other brass instrument  
2 Saxophones  
'Cello

Group D            Portorage 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 portorage 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

portage 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 or damage.

(d) For Group A and Group B portage the following payments will apply:

- Full portage payment for a get in/get out at a single venue on the same day
- Full portage payment for the day of the get in and another full payment for the get out when the instrument is 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% portage should be paid for each additional venue.

(e) A portage 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 portage 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.

## **9. 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 these Terms and Conditions where conventional instrumentalists may be reasonably or traditionally expected to be used.

## **10. Media Work**

(a) The Musician, on acceptance of a live engagement under the terms and conditions of this Agreement, may be required to perform or rehearse for audio or video recording, sound broadcasting, television or any other form of audio and/or visual media subject to the limitations and uses outlined in this clause of the Agreement.

(b) All performers' rights under this agreement are vested in Sinfonia Cymru.

(c) The Musician shall receive an appropriate proportion of Sinfonia Cymru's Media Payment where due, as detailed in clause 10 (g) (h) and (i) below.

(d) New recordings whose primary purpose is as a soundtrack for cinema release, short items for advertising jingles or signature tunes/soundtracks for programmes not featuring Sinfonia Cymru, shall be paid at the current appropriate MU rate. Any fee paid to Sinfonia Cymru for this work shall not form part of the Net Media Income calculated in clause 10 (g) below.

(e) The secondary use of partial extracts from existing Sinfonia Cymru-owned material for wholly commercial purposes such as television advertisement, feature film soundtrack or signature tunes/soundtracks for programmes not featuring Sinfonia Cymru shall not be deemed to be included under the terms of this Clause 10. In these instances a further fee shall be payable to those musicians who took part in the original recording.

(f) A Media Committee shall be formed and shall consist of the 2 elected player representatives of Sinfonia Cymru's player committee (Curate), the Chief Executive and up to 2 representatives of the Company. The Media Committee shall be convened at least twice a year and shall consider all media opportunities involving new and non-traditional media (webcasting etc), as and when they arise.

(g) The Media Committee shall agree the parameters for Net Media Income from media projects, and consider individual cases which fall outside those parameters as necessary. The Net Media Income shall be the total amount of money earned by Sinfonia Cymru from a media project after the subtraction of the costs specifically incurred by Sinfonia Cymru in earning that income.

(h) A Sinfonia Cymru Media Payment shall be payable to those musicians involved in each media project. This will be a percentage of the agreed Net Media Income from that project with the remainder being retained by Sinfonia Cymru as a management charge.

(i) Each Sinfonia Cymru Media Payment shall be divided amongst the musicians involved in that media project in proportion to the actual contribution made by each musician to the project.

(j) Electronic Press Kits (EPK): Musicians engaged under this Agreement will permit Sinfonia Cymru 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 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 per production. 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 Sinfonia Cymru to promote ticket sales for the concert(s) for which the musician has been engaged under this Agreement, or for general promotion of Sinfonia Cymru not limited to concert(s) or other engagements. 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. TV and online use including YouTube and other media outlets deemed suitable by the media committee is permitted under this agreement.

k) Separate to EPKs, musicians engaged under this Agreement will permit Sinfonia Cymru to make archive and promotional recordings of complete works in either rehearsal or performance subject to the non-commercial use of these recordings. Subject to the recording being of suitable quality, as determined by Sinfonia Cymru, such recordings may be made available to:

(1) contribute towards a documentary programme solely aimed at increasing the orchestra's profile which will include a maximum duration of 20 minutes of recorded audio / visual material featuring Sinfonia Cymru per programme and will not include any musical piece in its entirety and,

(2) the composer of the recorded work subject to their signing a non-commercial exploitation agreement, which may include promotional use by the composer on their website but will be bound by the MU/BASCA archive agreement.

(l) Sinfonia Cymru will inform the Musician of any intended media work under the terms of this Agreement at the time of engagement, or at the earliest opportunity.

(m) Sinfonia Cymru shall keep records of the musicians present for all work involving media and will provide all relevant records to PPL.

(n) Sinfonia Cymru shall discuss with the Media Committee assigning the management charge of all CD sales to designated projects/initiatives.

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

**11. Orchestra Tours in the UK**

A tour is defined as an engagement, which involves a musician in two or more nights away from the orchestra's normal centre of employment and shall be in accordance with the provisions of the Appendix to this agreement.

For tours in the UK, promoted by external agents/promoters, the normal centre of employment shall be defined either as Cardiff or the musician's home address, as agreed by Sinfonia Cymru and Curate. For the 'core' work of Sinfonia Cymru, the musician's normal centre of employment will be defined as RWCMD, Cardiff.

**12. 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 Sinfonia Cymru and the Musicians' Union.

**13. Health & Safety**

The engager shall use his/her 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 engager in meeting health and safety requirements.

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.

**14. Delayed Payment**

The Engager will inform musicians at the time of the engagement of the intended date of payment of all fees and ancillary payments properly due. The Engager will use his 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. 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 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 engager or the musician and which are not caused by either the management or the musician

**16. 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 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.

**17. Duration**

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



Signed.....Jo Laverty, National Organiser Orchestras for the Musician's Union



Signed.....for Sinfonia Cymru

Dated...1 April 2019.

## **APPENDIX – Orchestra Tours in the United Kingdom**

### **1. Definition of a Tour**

A tour is an engagement which involves a musician in two or more consecutive nights away from his/her normal centre of employment.

### **2. Travelling Allowances**

(a) If alternative transport is not provided by the engager, the travelling allowances set out in Clauses 6(a) and 6(e) of these Terms and Conditions shall be paid only in respect of the first and last days of the tour, that is, the days on which the musician leaves and returns to his/her normal centre of employment. For all other days of the tour, a reduced travelling allowance of **19p per mile** shall be paid for all miles necessarily travelled on land, together with reimbursement of the cost of any necessary sea or air journeys, and together with the Touring Supplement, as set out in Clause 3 of this Appendix.

(b) Where a musician has travelled by rail, and where the relevant fare has exceeded a nominal rail allowance of **19p per mile**, an additional payment shall be made to the musician, equal to the difference between the nominal rail allowance and the actual rail fare, for that part of the journey travelled by rail.

(c) If transport is provided and paid for by the engager, a reduced travelling allowance of **16p per mile** shall be paid only in respect of the first and last days of the tour. For all other days of the tour, the travelling allowance is replaced by the Touring Supplement, as set out in Clause 3 of this Appendix.

### **3. Touring Supplement**

A payment of **£21.50 per day** shall be made, in addition to all other fees, and in addition to overnight subsistence where applicable, on each day of the tour, excepting the first and last days.

### **4. Hotels and Subsistence**

Any hotel provided by the engager shall be three-star or equivalent grade, as available, with full breakfast, and single room accommodation as available and if required by the musician. If hotel accommodation is not provided by the engager, a payment of **£63.10** per night for bed and breakfast shall be made, together with a supplement of **£20.30** when the engagement is within the area bounded by the M25 motorway.

### **5. Free Days**

(a) For non-working days, one-half of the musician's actual performing fee shall be paid, in addition to all other payments.

(b) If the opening day of a tour is a non-working day, a half fee shall be payable in addition to all other payments.

(c) If the final day of a tour is a non-working day, a half fee shall be payable only when the return time to the musician's normal centre of employment is after 1pm. 'Return time' is defined with reference to the distance to be travelled by the musician from his/her overnight accommodation to his/her normal centre of employment, a nominal departure time of 8.30am, and an average speed of travel of 50mph.

### **6. Morning Calls**

There shall be not less than eight hours free time before the first call of any day.

When a musician is required to depart from his/her overnight accommodation before 8.30am, and/or to be present at a concert or rehearsal before 8.30am, an additional 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 overnight accommodation is defined with reference to the contracted commencement time of the concert or rehearsal, the distance to be travelled from the musician's overnight accommodation, and an average speed of travel of 50mph.