

Sinfonia Cymru and the Musicians' Union Freelance Agreement 2021/22

1. Context

- 1.1 Sinfonia Cymru is a fully professional under 30s orchestra which fosters and supports the development of young musicians in the early stages of their careers.

The Musicians' Union (the MU or Union) is the body which represents the interests of musicians across all genres and negotiates terms and conditions on their behalf. Of particular relevance to this Agreement is the annual negotiation between the MU and the Association of British Orchestras (the ABO) on which this house Agreement is based.

The Musician (or Musicians) is any musician engaged by Sinfonia Cymru under the terms and conditions of this contract.

- 1.2 This Agreement between Sinfonia Cymru and the Musicians' Union shall be regarded as having come into force on 1st October 2020 and shall govern the engagement of freelance musicians by Sinfonia Cymru for orchestral and chamber concerts, and schools' and community projects.

2. Fees

- 2.1 With regard to the ABO Freelance Orchestral Agreement, Sinfonia Cymru is classed as a Category 2 orchestra. By choice, Sinfonia Cymru pays all players Principal rates.

- 2.2 The following fees will be paid during the 2020/21 season:

Orchestral concerts	To include one concert of up to 3 hours and one rehearsal of up to 3 hours on the same day	£ 135.50
	Two rehearsals of up to 3 hours each on the same day	£ 135.50
	A single rehearsal of up to 3 hours on a day (60% fee)	£ 81.30
Chamber music (fewer than 12 players)	To include one concert of up to 3 hours and one rehearsal of up to 3 hours on the same day	£ 150.00
	Two rehearsals of up to 3 hours each on the same day	£ 150.00
	A single rehearsal of up to 3 hours on a day (60%)	£ 90.00
Schools' workshops and Education concerts	2 concerts with or without rehearsal within a six-hour period	£ 135.50
	1 concert with or without rehearsal within a three-hour period (60%)	£ 81.30
Community weeks and residencies	Two rehearsals of up to 3 hours each on the same day	£ 135.50
	Four short workshops of up to 1 hour each plus one rehearsal of up to 2 hours within a day	£ 135.50
	Two short workshops of up to 1 hour each plus one performance of up to 2 hours within a day	£ 150.00
	Two performances of up to 2 hours plus 2 balance calls / warm-ups of up to one hour each within a day	£ 150.00
<i>NB – The timing / schedule for the rehearsal element of mixed days (i.e. workshops and rehearsals or performances) will be agreed with the musicians</i>		

- 2.3 Each three-hour session shall include a break of not less than 15 minutes. Where possible the break should come within the second hour of a three-hour session. In the case of a performance which takes place without an interval the performance shall be no longer than 2 hours 45 minutes, otherwise

overtime shall be due in accordance with Clause 2.5. For orchestral performances, there should be a break of at least 90 minutes between rehearsal and performance.

2.4 All fees include a holiday pay contribution of 12%.

2.5 The following additional payments are to be made when circumstances prevail:

Extra sessions	A third session in the day for orchestral concerts (50% fee)	£ 67.75
	A third session in the day for chamber concerts (50% fee)	£ 75.00
Overtime	When a session exceeds its time limit, overtime is paid at 12.5% of the basic fee for each half-hour or part half-hour, subject to a maximum of one hour:	
	Orchestral	£ 16.94
	Chamber	£ 18.75
	Schools (two concerts)	£ 16.94
	Community weeks and residencies -rehearsals or workshops only	£ 16.94
	-mixed days or performance days	£ 18.75
For single session days, the overtime rate is paid at 25%:		
Orchestra	£ 20.33	
Chamber	£ 22.50	
Schools (single concert)	£ 20.33	
Community weeks and residencies -rehearsals or workshops only	£ 20.33	
-mixed days or performance days	£ 22.50	
Doubling	For being required to play, or requested to bring to a rehearsal or concert, more than one instrument. (Not applicable to Chamber music) See also below.	10% of fee

2.6 Doubling fees are based on rehearsal and/or performing fees plus any overtime payments. Any other ancillary payments do not count towards doubling. Other than in relation to 2.7, below, a musician shall not be required to play more than three instruments in any one day.

2.7 For doubling, keyboard and percussion instruments are divided into the following sub-groups. Doubling fees are not payable for playing more than one instrument from the same sub-group.

Keyboard	1	Piano
	2	Celeste / Dulcitone
	3	Organ / Harmonium / Multitone / Mustel organ
	4	Harpichord / Spinnet / Clavichord / Virginals
	5	Any keyboard sound to be played on a single electronic instrument (subject to Clause 4)
Percussion	1	Tuned (mallet) instruments
	2	Latin American and world percussion instruments
	3	Non-tuned standard orchestral percussion instruments
	4	Timpani (up to 4 drums)
	5	Drum kit

2.8 Free Days

- (a) On non-working days, for example on a tour or residency, 50% of the Musician's fee shall be paid in addition to all other relevant payments. This includes the first day of an engagement if this is a non-working day
- (b) If the final day of a tour is a non-working day, the 50% fee is only payable when the return time to Cardiff, other designated base, or the Musician's normal centre of employment, (whichever is relevant) is after 1pm. Return time is based on a nominal departure time of 8.30am, using the shortest AA route and with an average travel speed of 50mph.

3. Travel, hotels, subsistence and portorage

Travel to and from the engagement

- 3.1 Sinfonia Cymru's normal rehearsal and performance base is Cardiff. However, Sinfonia Cymru may designate a place other than Cardiff to be the rehearsal and performance base on a project specific basis.
- 3.2 When the rehearsal or performance base is Cardiff and the engagement is for 5 or more consecutive days, travel expenses to and from Cardiff at the beginning and end of the engagement are not paid.
- 3.3 Travel expenses to and from the rehearsal base at the beginning and end of the engagement are are paid for all engagements where the rehearsal base is outside Cardiff and for Cardiff-based engagements when the length of the engagement is fewer than 5 consecutive days.
- 3.4 When the Musician's home base is within 15 miles of the designated rehearsal or performance base (whether Cardiff or elsewhere) travel expenses to and from the engagement will not be paid.
- 3.5 When the Musician is travelling from outside Great Britain travel expenses will be paid from the point of entry (i.e. airport or seaport). The Musician must agree specific arrangements in advance with Sinfonia Cymru before accepting an engagement.
- 3.6 Where applicable according to clauses 3.1 to 3.4, above, the following rates apply:

<p>Travel to and from the designated rehearsal base at the beginning and end of the engagement</p>	<p>When the designated rehearsal and performance base is Cardiff and the engagement is for 5 or more consecutive days</p> <p>When the designated rehearsal and performance base is Cardiff and the engagement is for fewer than 5 consecutive days</p> <p>Or</p> <p>When the designated rehearsal and performance base is other than Cardiff</p>	<p>No travel expenses paid</p> <p>Standard Class rail fare from home city (or port of entry) on production of receipts</p> <p><i>Musicians are requested to book travel as early as possible to take advantage of cheaper, advance tickets</i></p> <p><i>If a musician believes they have a valid reason to travel by car this should be discussed in advance with the management who will consider all requests reasonably.</i></p>
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Travel during the engagement

3.7 For the purposes of this Agreement a 'tour' is defined as a series of performances, normally but not necessarily on consecutive days, with those performances taking place away from the designated base. If one or more of the performances of the tour take place in the designated base, these performances are excluded from the tour for the purposes of calculating travel payments. During a tour, the following travel payments will be applicable:

<p>Travel to rehearsals and performances away from the designated rehearsal base when transport is provided by Sinfonia Cymru</p>	<p>The first and last days of a tour</p> <p>Any day of the tour when the musicians return to Cardiff or other designated base on the same day, or the day following a single overnight stay away from Cardiff or other the designated base</p> <p>For any days of a tour when two or more consecutive nights are spent away from Cardiff or other designated base, the travel allowance is replaced by a touring supplement</p>	<p>17p per mile</p> <p>17p per mile</p> <p>£21.80 per day</p>
<p>Travel for rehearsals and performances away from the designated rehearsal base when transport is NOT provided by Sinfonia Cymru</p>	<p>For rehearsals and performances no more than 15 miles from Cardiff or other designated base.</p> <p>The first and last days of a tour</p> <p>Any day of a tour when the musicians return to Cardiff or other designated base on the same day, or the day following a single overnight stay away from Cardiff or other designated base.</p> <p>For any days of a tour when two or more consecutive nights are spent away from Cardiff or other designated base, a touring supplement is provided in addition to travel allowances.</p>	<p>No payment</p> <p>Standard class rail fare <i>or</i> 36p per mile (driver) 17p per mile (passenger)</p> <p>Standard class rail fare <i>or</i> 36p per mile (driver) 17p per mile (passenger)</p> <p>£21.80 per day <i>plus</i> Standard class rail fare <i>or</i> 19p per mile (driver) No additional payment (passenger)</p>

3.8 Travel by coach will be limited to 250 miles in any day.

3.9 Distances will be determined by the shortest route recommended by the AA.

3.10 If travel is required by air for UK touring and travel costs are borne by Sinfonia Cymru, a fixed travel payment of £22.40 will be made.

3.11 Arrangements for foreign travel will be guided by the ABO/MU Code of Practice for Foreign Touring (see also Clause 6).

Late return and early start

3.12 The following payments apply for late returns to and early starts from the designated base or the Musician's normal centre of employment:

Late returns	Arrival between midnight and 12.30am	£ 5.00
	Between 12.30am and 1.00am	£ 10.00
	Between 1.00am and 2.00am	£ 15.00
Early starts	For any start prior to 8.30am for each half hour or part half hour	£ 3.20
	Minimum payment	£ 6.40

3.13 For journeys when transport is provided, late return arrival times are determined by the arrival time at the destination. When transport is not provided, the arrival time is calculated by the distance travelled according to AA mileage (see Clause 3.7) calculated at an average speed of 50 mph. The time of departure is deemed to be fifteen minutes after the finish time of the rehearsal or performance.

3.14 For journeys when transport is provided early start times are determined by the scheduled coach (or other transport) call time. When transport is not provided, the departure time is calculated by the distance to be travelled according to AA mileage (see Clause 3.7) calculated at an average speed of 50 mph.

3.15 If a departure time is before 6.00am, the early call payment is replaced with an overnight stay payment (Clause 3.16) at a rate applicable to the Musician's destination. If a late return is scheduled to be after 2.00am, an overnight stay will be arranged with travel taking place the following morning.

Hotel and subsistence

3.16 Accommodation will be provided by Sinfonia Cymru in Cardiff or other designated rehearsal base for all Musicians without a current base in Cardiff or the other base. Accommodation will also be provided for all Musicians for rehearsals and performances away from Cardiff or other designated base, unless the Musician's home base is within 15 miles of the rehearsal and performance venue.

3.17 Accommodation will be provided by Sinfonia Cymru in good standard hotels in shared twin rooms. Breakfast will be provided. Legitimate requests from a musician for single accommodation will be reasonably considered by the management.

3.18 Musicians have a responsibility to confirm their accommodation needs in good time so that Sinfonia Cymru can secure best rates.

3.19 In the event that Sinfonia Cymru doesn't provide accommodation the following payments will be made for bed and breakfast:

Outside the M25 motorway	£ 70.00
Within the area bounded by the M25 motorway	£ 95.00

Porterage

3.20 Porterage is a contribution towards the extra time, effort and costs associated with transporting large or heavy instruments. Porterage groups are determined by whether a large or heavy instrument can reasonably be carried on public transport or whether it needs a standard-size car or larger vehicle. On this basis, Group A, below, reflects the contribution towards running the car and the time and effort involved in loading and unloading.

3.21 The rates set out below shall be payable for each day that the Musician is required to transport the instrument to and from a rehearsal or concert venue.

- 3.22 For groups C and D only, on days when there is only a single 'porterage journey' (e.g. when an instrument is transported to a venue and then left overnight, or, having been left overnight is then transported from the venue at the end of the day) a 50% porterage fee will be payable. (For groups A and B a full porterage fee is payable on such days.)
- 3.23 When provision has been made for instruments to be left safely overnight at a rehearsal or concert venue which is to be used for the first call on the next day, Sinfonia Cymru must have adequate insurance in place in case of loss or damage. The Musician is free to decide whether or not to leave their instrument in the storage facility.
- 3.24 Porterage is not payable when instruments are being transported by Sinfonia Cymru and the Musician does not have to transport the instrument to and/or from a pick-up point.
- 3.25 Sinfonia Cymru will use its best endeavours to arrange, but not pay for, parking at the rehearsal or concert venue but this cannot be guaranteed.
- 3.26 The costs of hiring instruments or transport for large or heavy instruments will be subject to negotiation.
- 3.27 In cases where air travel is provided for UK or foreign touring Sinfonia Cymru will discuss and agree arrangements with the Musician.
- 3.28 The following rates will apply:

Group A	Double Bass Electric Guitar Electric Bass Guitar	£ 18.45
	Inside the London Congestion Charge Zone	£ 23.00
Group B	Bass Saxophone Contra Bassoon Tuba	£ 15.25
Group C	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	£ 11.00
Group D	Harp Kit Drums Percussion Timpani Organ Electronic Keyboards	Subject to individual negotiation

4 Electronic instruments

- 4.1 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 reasonably or traditionally be expected to be used.

5 Media work

- 5.1 On acceptance of a live engagement under the terms and conditions of this Agreement, Musicians may be required to perform or rehearse for audio or video recording, radio or television broadcast, or any other form of audio or visual media subject to the limitations and uses below.
- 5.2 All performers rights under this Agreement are vested in Sinfonia Cymru.

Promotional use

- 5.3 Sinfonia Cymru may make and distribute a recording through any media - including but not limited to social media – providing that such use is for its own promotional purposes. Distribution under this clause must be non-commercial, that is that no profit shall be generated for Sinfonia Cymru or any third party.
- 5.4 Promotional material taken from recordings made under Clause 5.3 must be no longer than 20 minutes with no single musical piece used in its entirety.
- 5.5 Recordings may be shared with external partners that have a direct connection with the promotion (e.g. venues, festivals, collaborating artists, composers) but those third parties are bound by the same restrictions as in this Agreement.
- 5.6 Recordings may also be used as part of a documentary programme aimed at increasing Sinfonia Cymru's profile. The maximum total duration of excerpts in such a programme shall be 20 minutes and no single piece, however short, may be used in its entirety.

Archive

- 5.7 An archive recording may be made and retained by Sinfonia Cymru. Such recordings will be held by Sinfonia Cymru and not shared externally, except with (a) featured composers, for their own private study purposes; (b) funders, for the purpose of reporting or as part of a funding proposal; and (c) educational project participants, as a private record of their participation.
- 5.8 Sinfonia Cymru may also elect to use an existing archive recording for promotional purposes as long as such use is in accordance with Clauses 5.3 to 5.6
- 5.9 Any subsequent commercial use of archive recordings will be subject to either the terms of the relevant prevailing collective Agreements or by separate negotiation with the Union.

Commercial recordings and broadcasts

- 5.10 For recordings or broadcasts not covered under the Promotional or Archive sections Sinfonia Cymru will refer to the relevant collective Agreement (eg MU/BPI, MU/PACT, MU/BBC). Where these do not apply Sinfonia Cymru will negotiate appropriate financial remuneration for the Musicians with the Union.
- 5.11 Where a third party (for example a festival or venue) wishes to commission and retain the copyright in an archive or promotion recording Sinfonia Cymru will ensure that the Musicians are paid an appropriate additional fee either based on a relevant collective Agreement or through negotiation with the Union.
- 5.12 In the event that Sinfonia Cymru wishes to make a speculative recording for commercial purposes the Musicians shall receive a proportion of Sinfonia Cymru's net media income. The proportion will be negotiated with the Musicians' Union, who shall act in the musicians' behalf.
 - (a) Net media income will be the total amount of money earned by Sinfonia Cymru from the project less the costs specifically incurred by Sinfonia Cymru in generating that income, such costs to be shared transparently with the Musicians' Union

- (b) The share for Musicians will be allocated equally between all Musicians involved in the project unless there is a just reason for allocating the Musicians' share in a proportional way (for example, if some Musicians were involved for significantly more or significantly less time than others)

Process

- 5.13 Sinfonia Cymru will notify the Musicians of the intention to record at the time of engagement or at the earliest possible time once confirmation or such recording has been received by Sinfonia Cymru.
- 5.14 Sinfonia Cymru will keep a record of participating Musicians for all projects that are recorded for whatever purpose so that this can be used to determine any future payment should the recording be subsequently used for commercial purposes. Sinfonia Cymru will provide all relevant records to PPL and the MU.
- 5.15 Recordings will not be used to evaluate the capabilities of any Musician engaged under this Agreement except at the Musician's request.

6 Overseas touring

- 6.1 Sinfonia Cymru will use its best endeavours to secure international touring from time to time. Such tours often require a flexible approach and Sinfonia Cymru will liaise with representatives of the Musicians and with the Union to agree the terms and conditions of tours. The organisation of tours will be guided by the ABO/MU Code of Practice for Foreign touring.

7 Health and safety

- 7.1 Sinfonia Cymru will use its best endeavours to safeguard the health, safety, and welfare of Musicians engaged under this Agreement. Musicians will take care that they do not endanger themselves or anyone else who may be affected by any activity undertaken in the performance of their engagement and they will cooperate with Sinfonia Cymru in meeting health and safety requirements.
- 7.2 Musicians engaged under this Agreement will take reasonable care to ensure they do not endanger themselves while travelling to and from engagements. Long journeys by car 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 All long journeys by coach will incorporate access to a working toilet, either aboard the coach or by means of reasonably scheduled comfort breaks at proper rest facilities.

8 Payment

- 8.1 Sinfonia Cymru aims to pay Musicians as soon after the engagement as possible. Generally, this will be within 7 to 10 days but payment will be no later than 30 days after the end of an engagement. Musicians can help this process for themselves and their fellow musicians by submitting receipts, bank details and other information as soon as possible after a request has been made. If for any reason payment is going to be delayed Sinfonia Cymru will inform the Musician and indicate the likely payment date.

9 Force Majeure

- 9.1 The obligations of Sinfonia Cymru and the Musician under this Agreement will be suspended and unenforceable for so long as any of the circumstances specified as Force Majeure make it impossible or impractical. Force Majeure is deemed as an act or event beyond the reasonable control of Sinfonia Cymru 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 or pandemic
- (c) strike, lockout, or other industrial dispute on the part of the 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 competent authority
- (f) any other circumstance beyond the reasonable control of Sinfonia Cymru or the Musician and which are not caused by either Sinfonia Cymru or the Musician

10 Disputes

- 10.1 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.

11 Duration

- 11.1 These terms and conditions shall remain in force until 30 September 2021. However, should the Agreement not have been renewed formally at that date they shall stay in force until the time of such renewal.

Date 1/10/21.....

Signed... 

Name Jo Laverty, National Organiser
Orchestras.....

For the Musicians' Union

Date 23/11/21

Signed..... 

Name: Peter Bellingham, Chief Executive
For Sinfonia Cymru