

## **1. Preamble**

These Terms and Conditions have been agreed between the Musician's Union and Sinfonia Viva, each recognising the other to be the appropriate body to negotiate on behalf of its members. They shall be regarded as having come into force on 1st October 2021 and shall govern the freelance engagement of musicians by Sinfonia Viva.

## **2(a) Concert Rates**

The following shall be the 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 2021/22.

There shall be no restrictions on the music that a musician may be asked to play at a rehearsal or performance.

For the purposes of these Terms and Conditions, 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.

Tutti	£120.90
Sub-principal	£126.53
Principal	£135.58
Section Principal	£147.97

(See Appendix Sinfonia Viva fee chart below for allocation of fees to each seat.)

Player Development training sessions are paid at Education/Outreach rates

## **2(b) Education/Outreach Rates of Pay**

The following shall be the rate paid (including 12% holiday pay for 2021/22):

(i) Single session	£112.72
(ii) Full day	£159.09
(iii) Extra session on rehearsal and performance day	£112.72

For performances involving an education/outreach element:

- (iv) One concert with or without rehearsal and contained within a spreadover of three hours - 60% of the appropriate concert rate day fee.
- (v) Two concerts with or without rehearsal and contained within a spread over of six hours - the appropriate concert rate day fee.

- (vi) Three education/outreach performances (of no more than 1 hour each, including at least 10 minutes of instrument demonstration at the end) with or without rehearsal (up to 1 ½ hours) and contained within a spread of 7 hours – the appropriate full day Education/Outreach fee - clause 2(b) (ii). A minimum of 2 ½ hours break spread throughout the day with no break shorter than 30 minutes and lunch no shorter than 1 hour.

### **2(c) Chamber rates**

The following shall be the rate paid for chamber music. This is defined as:

- 1) There are 8 or fewer players performing in a piece. This applies to conducted, directed and un-conducted works

Or

- 2) Where there are more than 8 players and all players have an equal say in the rehearsing and performing of a work, ie there is no conductor/director and no musician is paid an enhanced fee to “lead” the performance.

Chamber concerts:	£187.85
Chamber single session:	£112.72

Chamber concerts without a rehearsal (ie single-session) will be paid at the full day rate – single session fees should only be used for rehearsals or for a single schools/outreach performance within a 3-hour session as defined in 2b) where a chamber fee is required due to the number of performers.

Chamber Rates do not apply to Education/Outreach workshops where an Education Fee is being paid but would be applicable for any culmination concert performances where either of the above criteria are met.

### **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 on the same day.

### **(b) Single Extra Rehearsals**

When the only working period offered by the Orchestra on a day other than a concert day is a single extra rehearsal (with or without overtime), 60% of the appropriate concert fee, as defined in Clause 2(a), 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, overtime is based on the enhanced fee defined in Clause 2 (b) (ii).

## 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 15% of the musician's fee 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. Doubling fees are not payable on any other ancillary payment.

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

## 6. Travelling Allowances

(a) The fees outlined in section 2 above include the first 15 miles (30 return) of travel. For all subsequent travel from the recognized central point of the musician's normal centre of employment, and where alternative transport is not provided and paid for by the engager, a travelling allowance of 36p per mile shall be paid for all miles necessarily travelled on land in reaching, fulfilling and returning from the engagement. 'Alternative transport' shall not include the shared use of another musician's car.

(b) In cases of dispute, the shortest reasonably practical Google Route Planner mileage shall be taken as the authority for distances.

(c) A mileage cap will be set for all work outside Derby, Nottingham and Lincoln. The cap will be set in advance of booking musicians and will be worked out using the mileage from each of the three main centres of freelance musicians (Manchester, Birmingham and London) to the venue. For each concert venue the mileage will be capped so as at least two of the three centres are within the set distance.

Examples of the caps are shown in the table below. This is not an exhaustive list and venues will be added as concerts appear. The mileage caps below are based on single distances paid. The mileage cap is the total distance travelled so would include the mileage bought out in the fee. For example, Chelmsford mileage is capped at 150 miles. Less the 15 miles already paid for in the concert fee this leaves 135 miles to be paid as travel. At £0.36 per mile this gives a maximum £48.60 single-distance travel payment due.

In cases of dispute, the shortest reasonably practical Google Route Planner mileage shall be taken as the authority for distances.

Venue	Single-way Mileage Cap	Less 15 miles bought out in fees	Maximum travel payment due @ 36p per mile
Chelmsford	150	135	£48.60
Bradford-On-Avon	140	125	£45.00
Keswick	180	165	£59.40
Blickling	165	150	£54.00

## 7. Subsistence

### (a) Overnight Stay

If the engagement involves an overnight stay and suitable accommodation is not provided by the engager, or if the time of return to the musician's normal centre of employment as defined in Clause 8(b) below is after 2am, a payment of £70.00 for bed and breakfast shall be made, plus a supplement of £25 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) 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	£5.00
Return between 12.30am and 1.00am	£10.00
Return between 1.00am and 2.00am	£15.00

'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 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 £3.20 per half hour or part thereof, subject to a minimum of £6.40, 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.

d) Late Return / Early call or overnight payments are not applied to Education/ Outreach work. However, if a musician's departure time is defined as being before 6.00am, an overnight stay payment (or hotel booking) shall be made, calculated at the rate applicable to the musician's destination.

## 8. Porterage

Porterage payments for engagements under these Terms and Conditions shall be as follows:

- Group A**     Payment £18.45 (£23.00\*)  
Electric Guitar  
Double Bass  
\* payable for engagements in the London Congestion Charge Zone
- Group B**     Payment £15.25  
Contra Bassoon  
Bass Saxophone  
Tuba
- Group C**     Payment £11.50  
Bass clarinet plus one additional wind instrument  
Baritone Saxophone  
Trombone plus one other brass instrument  
French horn plus one other brass instrument  
2 Saxophones  
'Cello
- Group D**     Porterage rates for these instruments are subject to individual negotiation:  
Percussion instruments  
Kit Drums  
Timpani  
Organ  
Electronic keyboards
- Group E**     Payment £35.50  
Harp

A full porterage payment shall be due for each day of an engagement, except where a musician chooses 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 porterage payment shall not be paid for each night during which the instrument is left at the venue. Percussion porterage in these circumstances is by individual negotiation. The venue concerned must be secure. Insurance of the instruments remains the responsibility of the musician (unless the instruments are being left at the specific request of Viva)

Percussion portorage on Education / Outreach project work is paid at a rate of £40/day to include a maximum of vibraphone, one small handheld drum (ie djembe) and a small box of handheld instruments. Portorage for anything in addition to this is by individual negotiation on a project-by-project basis.

These payments do not apply when the orchestra management makes arrangements to transport the instruments, unless the musician is required to bring the instruments to a pick-up point nominated by the management, in which latter case portorage payments shall be due in full. 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 special arrangements are necessary for the safe transportation of instruments listed in Groups A, B, C, D and E above, any additional costs in respect of transportation of these instruments may be subject to 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: Broadcasts and Recordings**

- (a) A musician contracted under this Agreement may also be required to play for any media-related work in any format as part of his or her normal duties subject to the limitations and additional payment provided in this clause 10 and the musician shall assign to Sinfonia Viva all relevant assignable intellectual property rights in respect of this clause 10.
- (b) Sinfonia Viva recognises the need to embrace existing and developing digital technologies and make the most of the publicity opportunities (including, but not limited, to social media, press and audience footage) these present whilst at the same time protecting the rights of the musicians and copyright holders of musical works.

Sinfonia Viva may make (or allow to be made) audio and audio-visual recordings of any session where a musician has been booked under the terms of this agreement for a live engagement. Recordings fall under two categories – commercial and non-commercial.

- (i) Non Commercial Recordings are where there is no commercial value to the recording but they serve to promote Sinfonia Viva and include (but are not limited to) the following:
- Use of extracts on the Sinfonia Viva Website and social media platforms (including live transmissions). Where whole works or concerts are used this would have commercial value and be paid in accordance with the media points table below
  - Promotion of Sinfonia Viva events (including use on Viva adverts)

- Education workshops and culmination performances (copies given to participants as part of the project)
  - Use for project evaluation to funders / promoters
  - Live Big Screen relays to non-paying audiences. Deferred relays would attract relay fees as outlined in the media points table below
  - Live or deferred relays by Sinfonia Viva to non-fee paying audiences such as care homes, schools etc as part of a package of wider engagement with these audiences. Third party (ie Radio (including internet-based stations) broadcasts are classified as having commercial value and are therefore subject to media payments outlined below.
  - Recording of student compositions (ie GCSE/A-Level/University degree course) to be used for exam submissions
  - News reporting and Press features about Sinfonia Viva (see (e) below).
- (ii) Where there is a commercial value to the recording, a media rights points system will be applied, payment for which is £15.00 per point, payable in addition to the live engagement rates as defined in clause 2 above. Points purchased will be allocated for consent to record (paid retrospectively if a previously non-commercial recording has a commercial use) and for subsequent rights acquisition (paid on the first pay run after the use) in accordance with the table below.
- (c) The Orchestra will not use any recording for the purpose of evaluating the performance of the musician.
- (d) All non-commercial recordings (physical media) made under this agreement where no points are awarded will be clearly labelled with the following agreed wording:
- “This recording is for archive/promotional use only. It may not be copied, broadcast or used on websites, computers or other electronic and recording devices.”
- Non-commercial digital videos made under this agreement will contain a Sinfonia Viva logo watermark throughout and copyright credits in video link descriptions.
- (e) 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:
  - (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.

- 5 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.
- 6 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.
- 7 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.
- 8 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.

MEDIA POINTS ALLOCATION: COMMERCIAL RECORDING					
Type	Points for Musicians' consent to record		Use	Points per Use	
Audio Only Recording	1	per session or single-session rehearsal and concert on the same day	Commercial soundfile / CD / DTO	1	per 20 minutes of recorded product
			Public Service Radio Relay transmission (ie BBC)	3	1 relay plus 1 repeat or 1 relay plus internet use
			Commercial Radio Relay or where Viva pays the relay fee (ie Classic FM)	2	1 relay plus 1 repeat or 1 relay plus internet use
			Radio Relay 2nd and subsequent repeats	1	per repeat
			Internet transmission	1	per webcast/streamed programme
Audio Visual Recording	3	per session or single-session rehearsal and concert on the same day	TV up to 3 hours live/recorded transmission	9	one UK Network TV transmission (BBC1, BBC2, ITV1, Channel 4, five) including 30 day catch up rights
				6	UK All Other TV transmission including 30 day catch up rights
				2	Worldwide TV excluding UK
				1	2 repeat TV transmissions UK or worldwide
			Videogram/DVD/DTO of TV transmission	3	UK Network TV
				9	UK All Other and worldwide TV
			Videogram/DVD/DTO original recording	12	worldwide
			Theatrical exhibition	9	worldwide
Additional communication to the public on demand paid for or free, by electronic transmission by wire or wireless means, including internet, wire, fibre, satellite and other telecommunications systems	3	worldwide			
Short Item Audio Visual Recording	1	for up to 2 hours	TV transmission/videogram/DVD/DTO release worldwide	2	for maximum 10 minutes recorded product
Big Screen Audio Visual Recording	1	per session / performance	Big screen relay of Viva live concerts to a paying audience	1	live or deferred / simultaneous relays of the same recording

### 11. Health & Safety

Sinfonia Viva 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.

## **12. Learning/Education and Professional Development**

This agreement recognises the importance of lifelong learning and encourages and supports the development and introduction of any learning/education and professional development initiatives the Orchestra may offer.

## **13. Core Player Standard of Playing and Conduct of Behaviour**

13.1 Both parties to this agreement accept that it does not establish an employment relationship between the Orchestra and the player and the player is responsible for their own tax and national insurance contributions.

13.2 The Orchestra will take reasonable efforts to resolve a concern raised in regard to conduct, behaviour or technical competence through the following process:

- The issue will be raised with the player verbally in the first instance. The player has the right to have a nominated representative with them at this meeting. In the case of technical competence the section principal (or in the case of a section principal the leader) may also be present at this meeting. This conversation will be confirmed in writing clearly stating the nature of the problem.
- If the problem persists a second letter will be issued highlighting the on-going problem and a timescale within which it must be resolved.

Throughout this process the opinion of section principals and other principals in addition to the Leader and Principal Conductor will be sought.

In instances of gross misconduct (such as, but not exclusively, being drunk whilst engaged to work for Viva, bringing the name of the Orchestra into disrepute, behaviour which puts the Orchestra at risk of breaking the law) the player will be removed from the core player pool with immediate effect. Any current offers of work (accepted or under consideration by the player) will be withdrawn at no cost to the Orchestra.

13.3 Players will be given the opportunity to develop during an agreed trial period. Due to the orchestra's performing patterns, it may not always be possible to offer extended trials. If, following the process in 13.2, the problem identified is not resolved, the management reserves the right to remove a player from the core player pool list.

## **14. 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

Where a musician can provide evidence of expenses incurred that are non-refundable in the event of a cancellation under this clause, Sinfonia Viva will reimburse the cost of flights/train fares incurred up to the value of the travel payment due to that player for the engagement and, where an overnight payment had been due for an early start/late return, Sinfonia Viva will reimburse the cost of hotel B&B accommodation incurred up to the value of the overnight rate agreed.

### 15. Payment

Sinfonia Viva will pay fees on 14<sup>th</sup> day (or nearest working day) of each month for work undertaken in the previous month. If there is a delay to this practice the Orchestra will inform all those affected at the earliest opportunity.

### 16. Disputes

Should any dispute arise in the interpretation of the Agreement, which cannot be settled at local level between the Union's representative and the Orchestra's Chief Executive, 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 will apply until renegotiated by both parties. Rates of pay shall remain in force until 30<sup>th</sup> September each year and will be renegotiated annually for implementation on 1<sup>st</sup> October each year.

Signed:



on behalf of Sinfonia Viva  
Mathew Lax  
Deputy Chief Executive



on behalf of the Musicians' Union  
Morris Stemp  
Orchestras Official

**Appendix**

**Sinfonia Viva Fee chart 2021**

<b>Instrument</b>	<b>Position</b>		<b>Instrument</b>	<b>Position</b>
<b>Fl1</b>	Section Principal		<b>Vln 1.1</b>	Leader
<b>Fl2</b>	Principal		<b>1.2</b>	Section Principal
<b>Fl3</b>	Sub-Principal		<b>1.3</b>	Principal
<b>Piccolo</b>	Principal		<b>1.4</b>	Sub-Principal
			<b>1.5</b>	Tutti
<b>Ob1</b>	Section Principal		<b>1.6</b>	Tutti
<b>Ob2</b>	Principal		<b>1.7</b>	Tutti
<b>Ob3</b>	Sub-Principal		<b>1.8</b>	Tutti
<b>Cor Anglais</b>	Principal		<b>1.9</b>	Tutti
			<b>1.1</b>	Tutti
<b>Cl1</b>	Section Principal			
<b>Cl2</b>	Principal		<b>Vln 2.1</b>	Section Principal
<b>Cl3</b>	Sub-Principal		<b>2.2</b>	Principal
<b>Bass Clarinet</b>	Principal		<b>2.3</b>	Sub-Principal
			<b>2.4</b>	Tutti
<b>Bn1</b>	Section Principal		<b>2.5</b>	Tutti
<b>Bn2</b>	Principal		<b>2.6</b>	Tutti
<b>Bn3</b>	Sub-Principal		<b>2.7</b>	Tutti
<b>Contra Bassoon</b>	Principal		<b>2.8</b>	Tutti
<b>Hn1</b>	Section Principal		<b>Vla 1</b>	Section Principal
<b>Hn2</b>	Principal		<b>2</b>	Principal
<b>Hn3</b>	Principal		<b>3</b>	Sub-Principal
<b>Hn4</b>	Principal		<b>4</b>	Tutti
			<b>5</b>	Tutti
<b>Tp1</b>	Section Principal		<b>6</b>	Tutti
<b>Tp2</b>	Principal			
<b>Tp3</b>	Sub-Principal		<b>Cello 1</b>	Section Principal
<b>Tp4</b>	Sub-Principal		<b>2</b>	Principal
			<b>3</b>	Sub-Principal
<b>Tbn1</b>	Section Principal		<b>4</b>	Tutti
<b>Tbn2</b>	Principal		<b>5</b>	Tutti
<b>Bass Tbn</b>	Principal		<b>6</b>	Tutti
<b>Tba</b>	Section Principal			
			<b>Bass 1</b>	Section Principal
<b>Timps</b>	Section Principal		<b>2</b>	Principal
<b>Perc 1</b>	Section Principal		<b>3</b>	Sub-Principal
<b>Perc 2</b>	Principal		<b>4</b>	Tutti
<b>Perc 3</b>	Sub-Principal			
<b>Perc 4</b>	Sub-Principal			
<b>Harp</b>	Section Principal			
<b>Piano</b>	Section Principal			