SOCIETY OF LONDON THEATRE
EST 1908

Musicians' Union

Agreement for

# Musicians working in 'West End' theatres in London

**From October 2023**

Version March 2024

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## COLLECTIVE AGREEMENT

**THIS AGREEMENT is made on 2 October 2023 between The Society of London Theatre (hereinafter called SOLT) of the one part and the Musicians' Union (hereinafter called the MU) of the other part.**

## IT IS AGREED AS FOLLOWS:

### A SCOPE OF AGREEMENT

1 The terms and conditions set out in this Agreement shall be the minimum terms and conditions of engagement for all Musicians engaged by members of SOLT (hereinafter referred to as Manager or Management) or at theatres managed by members of SOLT in the District known as the West End of London (hereinafter called said theatres).

2 Where a Manager uses a Contractor to engage Musicians under this Agreement, the Manager undertakes to ensure that the Contractor abides by the terms and conditions of this Agreement.

### B DURATION OF AGREEMENT

1 The terms and conditions of this Agreement shall operate from 2 October 2023 and shall remain in force until 4 October 2026 or until this Agreement is terminated or revised on or after by either party giving to the other not less than six months' prior notice. The parties hereto agree that any revisions (as distinct from responses to the other's proposals) they wish to make to this Agreement shall be submitted to the other as soon as possible after the said six months' notice has been given.

2 In this Agreement, Appendix means one of the appendices listed below:

| | | |
|---|---|---|
| Appendix | 1 | Small Theatres' Agreement |
| Appendix | 2 | Code of practice regarding use of electronic music instruments |
| Appendix | 3 | Code of conduct for use of deputies |
| Appendix | 4 | Disciplinary and Grievance Procedure |
| Appendix | 5 | Conciliation Board Procedure |
| Appendix | 6 | Health & Safety |
| Appendix | 7 | Health & Safety Checklist |
| Appendix | 8 | Use of recorded music for interpolated usage pro forma |
| Appendix | 9 | Rates of Pay |

Appendices 1, 2, 3, 4, 6, 7, 8 and 9 and the Summary of 2023-26 Agreement Changes do not form part of this Agreement. Nonetheless, it is the expectation of both parties to this agreement that the provisions contained within the appendices are followed.

### C FINANCIAL PROVISIONS

The financial provisions for the years 2 October 2023 to 4 October 2026 are set out in Appendix 9.

### D INTERPRETATION

For the purposes of this Agreement, where the context so requires, the masculine gender includes the feminine and the singular the plural and vice versa.

**E UNION MEMBERSHIP**

SOLT recognises the MU as the sole representative for Musicians and Musical Directors engaged in West End theatres and strongly recommends all Musicians and Musical Directors to become, or remain, members of the MU.

**F HARASSMENT, BULLYING AND VICTIMISATION**

The parties of this Agreement are opposed to all forms of harassment, bullying and victimisation, and are committed to providing and maintaining a working environment free from negative actions such as unfair, offensive, abusive, intimidating, humiliating or malicious behaviour. Any complaint will be taken seriously and investigated impartially by the Manager. If a complaint is upheld, the appropriate disciplinary action will be taken.

**Signed And Witnessed**

For SOLT

For the Musician's Union





## DEFINITIONS

**Christmas Period**
Christmas Period is defined as the 3 weeks, Monday to Sunday where the middle week is that containing 25 December unless the MU elects under clause 8.4 to recognise a lieu day instead of 26 December, in which case the week containing that lieu day shall be treated as the middle week.

**EPK**
An Electronic Press Kit.

**First Paid Performance**
Performance in front of a paying audience.

**Holy Week**
Holy Week shall be the week containing Good Friday.

**Limited Season**
A production whose duration does not exceed 6 weeks including a broken opening week. A Musician shall be notified that the engagement is a limited season at the commencement of his/her engagement.

**Making Of Documentary**
A documentary about the making of the Production itself.

**Narrowcast**
A limited distribution of recorded material as distinct from broadcast and with the meaning usually attributed to such terms in the broadcast industry including but not limited to: Tradeshows (domestic and international); Group Sales Presentations; Ticket Sales sites; Ticket Booths; Travel Agent Displays; In Flight videos (including airport videos); In house hotel Videos; Tour bus Videos; Taxis; Underground station escalators; Footage on outdoor sites; Exhibition Stands; Sequences of no longer than 1 minute streamed on the main show website, affiliate sites, and ticketing outlets' websites; Visit London/Britain promotional activities (domestic and overseas); Main line station screens; Promotional DVD – where given away free to promote the show; Mobile digital media (Bluetooth, mobile phone texting, downloads etc.). "Narrowcasting" shall be interpreted accordingly.

**NVAP**
National Video Archive of Performance.

**Once Nightly**
A maximum of eight performances per week on the six days thereof.

**Performances/Rehearsals**
For once-nightly, matinee and evening performances and rehearsals shall last a maximum of 3 hours.

For twice-nightly, matinee and evening performances and rehearsals shall last a maximum of 4 hours 40 minutes. This maximum is the time allowed for 2 performances and rehearsals in any one day before overtime is paid.

Breaks in rehearsals shall be deemed to be included in the maximum length of each rehearsal.

Interval times shall be deemed to be included in the maximum length of each performance pattern.

**Press Night**
The main Performance to which the press are invited, sometimes known as the first night or opening night.

**Public Holidays**
Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Summer Bank Holiday, or such public or bank holidays as may be declared by the government in lieu of these days, and such public or bank holidays as may be declared by the government in addition of these days.

**Short Rehearsal**
A "short rehearsal" shall not exceed 2 hours and shall immediately "precede" or "follow" a performance and shall be restricted to numbers for the current production.

Precede shall mean immediately prior to the time of opening and follow shall mean immediately after the audience has left the auditorium.

Provided that any call for less than 2 hours preceding a matinee or evening performance shall be subject to a minimum payment for one hour at pro-rata once-nightly performance rates and such one hour shall be deemed to include the period elapsing between the opening of the theatre to the public for the performance and curtain up.

**Special Single Week**
Changes made for a special single week of different performances above shall be limited to re-scheduling made necessary by third party events which will promote or publicise the production e.g. a timing change to enable participation in the Olivier Awards, as distinct from a Manager simply rescheduling for a week.

**Twice Nightly**
A maximum of twelve performances per week on the six days thereof.

**Week**
A week is normally Monday to Saturday apart from for the purpose of Christmas Period and Holy Week when a week is Monday to Sunday.

**Weekly Production Salary**
The Weekly Production Salary is considered to include:
- at least the minimum weekly amount laid out in clause 1.1 of this agreement

plus
- at least the relevant minimum percentages for doubling/trebling/quadrupling or percussion work as laid out in clause 1.2 if the Musician is engaged for such work
- regularly scheduled additional performance payments over the contracted 8 or 12

and/or
- regularly scheduled Sunday performance payments.

The Weekly Production Salary does not include payments for occasional or additional work such as any overtime payments or occasional additional performances or porterage.





# SCHEDULE 1 – COMMON CONDITIONS

**1 MINIMUM WEEKLY PRODUCTION SALARY**

1.1 **Amount of and period during which minimum Weekly Production Salary is payable**
Subject to the Musician performing his/her services in accordance with the terms of his/her engagement for a production in any said theatre the Manager shall pay to him/her in respect of each normal working week (i.e. Monday to Saturday) for which the production is performed before a paying audience not less than the following:

| Minimum Weekly Salary | 2 October 2023 – 29 September 2024 | 30 September 2024 – 5 October 2025 | 6 October 2025 – 4 October 2026 |
|---|---|---|---|
| **Once Nightly** | £1,183.74 | £1,218.66 | *CPI plus 0.75%, based on the CPI figure published in August 2024, with a maximum increase of 5% and a minimum increase of 2% |
| **Twice Nightly** | £1,420.81 | £1,462.73 | |

1.2 **Doubling/Trebling/Percussion**
A Manager shall be entitled to engage a Musician:

1.2.1 Doubling
To play a maximum of any two instruments and the minimum weekly production salary therefore shall be increased by 15% of the minimum in 1.1 to:

| Minimum Weekly Doubling Salary | 2 October 2023 – 29 September 2024 | 30 September 2024 – 5 October 2025 | 6 October 2025 – 4 October 2026 |
|---|---|---|---|
| **Once Nightly** | £1,361.30 | £1,401.46 | *CPI plus 0.75%, based on the CPI figure published in August 2024, with a maximum increase of 5% and a minimum increase of 2% |
| **Twice Nightly** | £1,633.93 | £1,682.13 | |

1.2.2 Trebling
In the Woodwind, Brass or Fretted Instruments sections (excluding bass guitar) to play a third instrument (within the accepted families of such instruments respectively), the minimum weekly production salary shall be increased by a further 15% of the minimum in 1.1 to:

| Minimum Weekly Trebling Salary | 2 October 2023 – 29 September 2024 | 30 September 2024 – 5 October 2025 | 6 October 2025 – 4 October 2026 |
|---|---|---|---|
| **Once Nightly** | £1,538.86 | £1,584.25 | *CPI plus 0.75%, based on the CPI figure published in August 2024, with a maximum increase of 5% and a minimum increase of 2% |
| **Twice Nightly** | £1,847.05 | £1,901.54 | |

1.2.3 Quadrupling
In the Woodwind, Brass or Fretted Instruments sections (excluding bass guitar) to play a fourth instrument (within the accepted families of such instruments respectively), the minimum weekly production salary shall be increased by a further 15% of the minimum in 1.1 to:

| Minimum Weekly Quadrupling Salary | 2 October 2023 – 29 September 2024 | 30 September 2024 – 5 October 2025 | 6 October 2025 – 4 October 2026 |
|---|---|---|---|
| **Once Nightly** | £1,716.42 | £1,767.05 | *CPI plus 0.75%, based on the CPI figure published in August 2024, with a maximum increase of 5% and a minimum increase of 2% |
| **Twice Nightly** | £2,060.18 | £2,120.95 | |

1.2.4 Percussion

Shall be divided into three categories:
1. Drum Kit (or any individual parts thereof - i.e. snare drum, bass drum or cymbals);
2. Tuned Percussion (including but not limited to xylophone, glockenspiel, marimba, vibraphone and timpani); and 3. Latin and World 'Hand' Percussion (including but not limited congas, bongos, djembe etc)

To play any one of the above categories plus standard "toys" (including, but not limited to: woodblocks, triangle, tambourine, cowbell, gongs, etc.) the minimum weekly production salary shall be as for doubling;

To play any two of the above categories plus standard "toys" (as set out above) the minimum weekly production salary shall be as for trebling;

To play all three of the above categories plus standard "toys" (as set out above) the minimum weekly production salary shall be as for quadrupling.

1.2.5 *Second Percussionist*

As a second percussionist to play xylophone, vibraphone, marimba, hand cymbals, tubular bells, glockenspiel and any two Latin American instruments (excluding bongos) and any reasonable "effects" and the minimum weekly production salary therefore shall be as for Doubling in 1.2.1 above. For playing timpani in addition the minimum weekly production salary shall be as in Trebling in 1.2.2 above.

1.3 **Musician on salary above the minimum**

Where a Musician whose weekly production salary is in excess of the then applicable minimum has been engaged for more than six months in advance of the date on which the minimum rates are due to be uplifted, the Musician's weekly production salary shall be increased by not less than the same sum as that by which the said applicable minimum has been increased as set out in the table below. (The said minimum weekly production salary includes any additional payments for multiple instruments as set out in clause 1.2.)

| Cash Increase | 2 October 2023 – 29 September 2024 | 30 September 2024 – 5 October 2025 | 6 October 2025 – 4 October 2026 |
|---|---|---|---|
| **Singling** | £79.50 | £34.92 | *CPI plus 0.75%, based on the CPI figure published in August 2024, with a maximum increase of 5% and a minimum increase of 2% |
| **Doubling** | £91.43 | £40.16 | |
| **Trebling** | £103.36 | £45.40 | |
| **Quadrupling** | £115.28 | £50.63 | |

| Minimum Weekly Salary | 2 October 2023 – 29 September 2024 | 30 September 2024 – 5 October 2025 | 6 October 2025 – 4 October 2026 |
|---|---|---|---|
| **Once Nightly** | £1,183.74 | £1,218.66 | *CPI plus 0.75%, based on the CPI figure published in August 2024, with a maximum increase of 5% and a minimum increase of 2% |
| **Twice Nightly** | £1,420.81 | £1,462.73 | |





1.4 **Pension Contributions**

The Manager shall contribute a sum of £ each week (see table below) to the approved Personal Pension Scheme for the MU on behalf of the Musician in accordance with the arrangements agreed between SOLT and the MU. Contributions are due from the commencement of the engagement but the Manager may adopt a postponement period of up to 13 weeks and give notice as required by statute to the Musician. However, should the Musician give notice in response of his/her intention to opt in within the postponement period the Manager is obliged to enrol them into the pension scheme at that time.

| | 2 October 2023 – 29 September 2024 | 30 September 2024 – 5 October 2025 | 6 October 2025 – 4 October 2026 |
|---|---|---|---|
| **Manager contribution Per week** | £40.63 | £41.83 | TBC |
| **Musician contribution Per week (net)** | £21.67 | £22.31 | |

1.5 **Leader**

The said minimum once-nightly and twice-nightly weekly salaries shall be increased for a Musician engaged as a leader by 20% per week:

| | 2 October 2023 – 29 September 2024 | 30 September 2024 – 5 October 2025 | 6 October 2025 – 4 October 2026 |
|---|---|---|---|
| **Once Nightly** | £1,420.49 | £1,462.39 | *CPI plus 0.75%, based on the CPI figure published in August 2024, with a maximum increase of 5% and a minimum increase of 2% |
| **Twice Nightly** | £1,704.97 | £1,755.27 | |

1.6 **First Production Week**

If less than 8 performances (once-nightly) or 12 performances (twice-nightly) are given during the week in which a production is first performed before a paying public at any said theatre, no deduction from a Musician's weekly production salary shall be made except in the case of Musicians engaged for a Limited Season[1] when instead of the full weekly production salary one-eighth (once-nightly) or one twelfth (twice-nightly) shall be paid for each performance given.

1.7 **Force Majeure**

No salary shall be payable (and the weekly production salary shall be apportioned accordingly) in respect of any performance for which the theatre is closed by reason (outside the control of the Management concerned) of Act of God, Public Calamity, National Mourning, Fire, Strikes, Lock-out or order of any public authority.

1.8 **Sunday Performances and Rehearsals**

1.8.1 Payment for a Sunday Performance shall be at double rate i.e.: where a week of Performances includes a Sunday Performance, the Musician shall receive payment for 9 Performances.

1.8.2 **For engagements existing prior to 25th May 2016**

If a Sunday performance is scheduled the Musician will be entitled to a day off 'in lieu' for the Sunday performance, such day off 'in lieu' may not be a Bank Holiday except that, at the discretion of the Manager, where it is not possible to nominate an alternative day off 'in lieu', the Musician may be paid for an additional performance in accordance with Clause 4.1.

1 See 'Definitions' for Limited Season

1.8.3 **For engagements entered into from 25th May 2016 onwards**
If a Sunday performance is scheduled the Musician will be entitled to a day off 'in lieu' for the Sunday performance, such day off 'in lieu' may not be Christmas Day or Easter Monday except that, at the discretion of the Manager, where it is not possible to nominate an alternative day off 'in lieu', the Musician may be paid for an additional performance in accordance with Clause 4.1.

## 2 HOURS OF WORK

2.1 **Rehearsals/Performances**[2]
Rehearsals/performances shall last for a maximum of 3 hours (on a once-nightly schedule) and 4 hours 40 minutes (on a twice-nightly schedule).

2.2 **Schedules**
The Manager shall, no later than 7 days prior to the first scheduled band call, issue to the Musician a draft schedule of rehearsal and performance calls together with the pattern of and the starting date of the regular performance schedule.

2.3 **Changes To Regular Performance Schedule**
Thereafter, except for the reallocation of a performance otherwise given on any Public Holiday, the Manager shall however be entitled, without additional cost, to change the regular performance schedule or nominate Periods of Flexible Scheduling.

2.3.1 *What is a change?*
A change shall be either a new regular performance schedule or for a Special Single Week,[3] or for a Period of Flexible Scheduling.
This can be:
A) 2 separate, non-consecutive weeks; or
b) as one 2-week block

2.3.2 *Notice for Change*

2.3.2.1 Regular Performance Schedule
Not less than 4 weeks' prior notice must be given by the Manager to the Musician and a change may not occur more often than once every 8 weeks.

2.3.2.2 Christmas Period[4], Holy Week[5] and Periods of Flexible Scheduling
Not less than 8 weeks' notice in the case of a musical and 4 weeks' notice in the case of a play shall be given by the Manager to the Musician for changes during the Christmas Period, Holy Week and Periods of Flexible Scheduling as specified in 2.3.3.

2.3.2.3 Failure to give notice
Any changes outside or in excess of the above shall be treated and paid as additional performances until such time as the above conditions are met.

2.3.3 *Periods of Flexible Scheduling and Christmas Period*

2.3.3.1 Subject to clause 2.3.2.2, a Manager may re-schedule the regular performance pattern to accommodate the needs of the Christmas Period and may nominate up to ~~2~~ 3 further Periods of Flexible Scheduling during a year of performances (such Periods of Flexible Scheduling to be pro-rated for performance periods of less than a year).

2 Cross-refer to clause 4.3
3 See 'Definitions' for Special Single Week
4 See 'Definitions' for Christmas Period
5 See 'Definitions' for Holy Week





2.3.3.2 *Christmas Period*
24 performances can be re-scheduled in the three weeks encompassing the Christmas Period provided that not more than 10 performances are given in any one of those weeks.

2.3.3.3 *Periods of Flexible Scheduling*
For all 3 periods of Flexible Scheduling during a year, 16 performances can be re-scheduled in a two-week period, provided that not more than 9 performances are given in any one of those weeks.

For one of the 3 periods of Flexible Scheduling in a year, Managers have the option to schedule the two weeks as two separate, non-consecutive weeks. If Managers use this option, they can rearrange the existing number of performances within the week but for the avoidance of doubt, any performances over the amount in the regular performance schedule will be paid as additional performances.

2.3.3.4 *Reduction of a Musician's Salary*
The Musician's salary shall not be reduced in any way by virtue of this temporary re-scheduling outlined in clauses 2.3.3.1 or 2.3.3.2 above and any performances in excess of the above quotas shall be payable pro-rata.

For the avoidance of doubt, the provisions of clause 3.3 (regarding payment for performances on statutory holidays) continue to apply during the Christmas Period and Periods of Flexible Scheduling. See also clause 8.2.3.

2.4 **Other Calls**

2.4.1 **15 minute notes call during the preview period**
One call of 3 hours 15 minutes length can be made during the preview period for no extra payment for the purpose of giving musical notes. The 15 minutes shall be at the beginning of the call time. It is agreed that the Manager will give 48 hours notice for this call. If less notice is given, the Manager should accept that a Musician may not be able to make the call due to other work commitments.

2.4.2 **First Call For Rehearsals In The Orchestra Pit**
To allow for seating the first 30 minutes of an Orchestra's first call for rehearsals in the Orchestra Pit shall not attract payment.

2.4.3 **Orchestral Rehearsals**
The Manager shall be entitled to alter the date and/or time of an orchestral rehearsal for which he/she has called a Musician prior to the production's first paid performance in the West End subject to:

2.4.3.1 Pre-Production Rehearsals

2.4.3.1.1 giving the Musician no less than 7 days' notice during the period of the initial rehearsal calls taking place outside the designated playing area.

2.4.3.1.2 giving the Musician not less than 12 hours' notice during the period from the first seating call in the theatre to the first paid performance provided that the number of calls for which the Musician was originally engaged shall not thereby be reduced.

2 Cross-refer to clause 4.3
3 See 'Definitions' for Special Single Week

2.4.3.1.3 Where more than 50% of the scheduled rehearsals for a particular week are cancelled or revised to take place outside of that week, no less than 14 days' notice must be given.

2.4.3.2 Post-Production Rehearsals

2.4.3.2.1 Postponement and Compensation
The Manager shall be entitled to postpone a post production rehearsal for up to 14 days by giving the Musician not less than 7 days' prior notice subject in all cases of alteration to the Manager compensating the Musician for any reasonable loss of remuneration as a result of the Musician having to cancel or having declined to accept a conflicting musical engagement provided that the Musician supplies evidence satisfactory to the Manager.

2.4.3.2.2 Attendance/Notice
Musicians must make reasonable endeavours to attend a post-production rehearsal. Similarly, Managers must make reasonable endeavours to give as much notice as possible of a post-production rehearsal.

## 3 OVERTIME/PREMIUM RATES

3.1 **Single Time pro rata**
Overtime at this rate shall be paid in the following circumstances:
3.1.1 For any rehearsals running in excess of 3 hours.

3.1.2 It is payable in 30 minute units.

3.1.3 Refer also to clause 4.3.2.

3.2 **Time and a Half Pro Rata**
Overtime at this rate shall be paid in the following circumstances:
3.2.1 For any performance running in excess of the Performance maximum.

3.2.2 Time is computed in 5 minute units and paid weekly in arrears.

3.3 **Double Time**
Rates shall be paid at double time in the following circumstances:
3.3.1 Rehearsing after 12 midnight.
3.3.2 Rehearsing or performing on a Sunday.
3.3.3 Rehearsing or performing on a Statutory Holiday.

3.4 **Triple Time Cap**
A cap of triple time will apply in any circumstance when more than one of 3.3.1, 3.3.2 or 3.3.3 is applicable.

3.5 **Quadruple Time**
The cap of triple-time as specified in 3.4 does not apply if a Musician is required to rehearse after midnight on a Public Holiday which is also on a Sunday. In such exceptional circumstances quadruple time may be applied.





3.6 **Performance Overtime**
The recognised authorised Orchestral Steward shall keep a written record of the running times of all performances (from time of call to time of conclusion of exit music) and in the event of overtime being worked at any performance he/she shall check and agree the times at the conclusion of the performance with the Stage Manager (or other person nominated by the Manager).

## 4 PAYMENT FOR SERVICES OTHER THAN THOSE COVERED BY THE MINIMUM WEEKLY PRODUCTION SALARY

4.1 **Additional Performances**
Additional performances will be paid in the following way:
4.1.1 *Once Nightly Evening and/or Matinee Performances*
One-eighth ($^1/_8$) of the weekly production salary per additional performance.

4.1.2 *Twice-Nightly Evening Performance*
One-twelfth ($^1/_{12}$) of the weekly production salary per additional performance.

4.1.3 *Twice-Nightly Matinee Performances*
One-tenth ($^1/_{10}$) of the weekly production salary per additional performance.

4.2 **Additional Rehearsals**
4.2.1 *Once Nightly or Twice Nightly Productions*
One-eighth ($^1/_8$) of the weekly production salary per additional rehearsal of up to 3 hours. For rehearsal overtime in excess of 3 hours, see clause 3.1.

4.3 **Short Rehearsals**[6]
4.3.1 A Short Rehearsal lasts no more than 2 hours.

4.3.2 A minimum of 1 hour must be paid. Any time in excess of 1 hour is paid in 15 minute units at single time pro rata.

4.3.3 A Short Rehearsal is restricted to numbers for the current Production.

4.3.4 A Short Rehearsal immediately precedes or follows a Performance.

4.4 **Porterage**
4.4.1 Porterage shall be paid at the following rates at the beginning and end of the run of the production in respect of the following instrument(s):

6 See Definitions for more details on Short Rehearsals

| Porterage | 2 October 2023 – 29 September 2024 | 30 September 2024 – 5 October 2025 | 6 October 2025 – 4 October 2026 |
|---|---|---|---|
| **Group A**<br>• Vibraphone<br>• Xylophone<br>• Chimes<br>• Drums<br>• Marimba | £49.91 per instrument | £51.38 per instrument | *CPI plus 0.75%, based on the CPI figure published in August 2024, with a maximum increase of 5% and a minimum increase of 2% |
| **Group B**<br>• Electric Accordion<br>• Electric Guitar<br>• Bass Guitar<br>• Bass Saxophone<br>• Tuba<br>• Double Bass | £36.98 per instrument up to a maximum payment of £73.96 for 2 or more instruments | £39.96 per instrument up to a maximum payment of £76.14 for 2 or more instruments | |
| **Group C**<br>• Contra Bassoon<br>• Glockenspiel<br>• Baritone Saxophone<br>• Trombone + 1 other brass instrument<br>• French Horn + 1 other brass instrument<br>• Cello<br>• 2 Saxophones (alto & tenor)<br>• 1 Saxophone (alto or tenor) and Bass Clarinet | £24.97 per instrument or pair of instruments listed | £25.70 per instrument or pair of instruments listed | |
| **Group D**<br>• Timpani<br>• Keyboard instruments | Rates to be negotiated between the Manager and the Musician | Rates to be negotiated between the Manager and the Musician | |

4.4.2 A Musician entitled to a porterage payment shall be also entitled to any authenticated congestion charge necessarily incurred at the prevailing rate determined by the relevant authority. Congestion charge is paid at the beginning and end of the run of the production.

4.5 **Instrument Hire**
The Manager shall be responsible for the provision of harps, unusual or exotic percussion instruments.

4.6 **Payment for Featured Performance/Costume – For all productions that commenced Performances prior to and including 25 May 2016**

4.6.1. If a musician is required by the Manager to play either:
- outside the area defined by the Manager prior to the first paid performance of the production
- within the acting area of the production
- in costume





The musician shall receive payment as follows:

| Per performance | 2 October 2023 – 29 September 2024 | 30 September 2024 – 5 October 2025 | 6 October 2025 – 4 October 2026 |
|---|---|---|---|
| **8 Shows per week** | £13.23 | £13.62 | *CPI plus 0.75%, based on the CPI figure published in August 2024, with a maximum increase of 5% and a minimum increase of 2% |
| **12 Shows per week** | £9.68 | £9.69 | |

4.6.2 Where a Musician is required during the course of the performance to change their on-stage costume, the Musician will be entitled to an additional payment per performance for each additional costume worn as follows:

| Per performance | 2 October 2023 – 29 September 2024 | 30 September 2024 – 5 October 2025 | 6 October 2025 – 4 October 2026 |
|---|---|---|---|
| **Per performance** | £4.40 | £4.53 | *CPI plus 0.75%, based on the CPI figure published in August 2024, with a maximum increase of 5% and a minimum increase of 2% |

4.7 **Payment for Featured Performance/Costume – For all productions that commence Performances from 25 May 2016 onwards**
This Clause and its sub-clauses applies only to productions that commence performances after 25th May 2016. For all productions existing prior to 25th May 2016 see Clause 4.6.

4.7.1 If when playing on stage, the Musician is required by the Manager to do one or more of:
- Play from memory outside of their normal position on the stage within the band pertaining to that show;
- React as a character in the production or move as a character in the production;
- Perform in costume as defined in 4.7.4

The Musician shall receive payment as follows:

| Minimum Weekly Salary | 2 October 2023 – 29 September 2024 | 30 September 2024 – 5 October 2025 | 6 October 2025 – 4 October 2026 |
|---|---|---|---|
| **8 Performances per week** | £12.43 | £12.79 | *CPI plus 0.75%, based on the CPI figure published in August 2024, with a maximum increase of 5% and a minimum increase of 2% |
| **12 Performances per week** | £9.23 | £9.50 | |

4.7.2 The payment is not due more than once if the Musician does more than one of the criteria set out in 4.7.1 e.g. play from memory and wear a costume.

4.7.3 Where the Musician is required by the Manager during the course of the performance to change into another costume, they will be entitled to an additional payment as follows

| Minimum Weekly Salary | 2 October 2023 – 29 September 2024 | 30 September 2024 – 5 October 2025 | 6 October 2025 – 4 October 2026 |
|---|---|---|---|
| **Once Nightly** | £4.14 | £4.26 | *CPI plus 0.75%, based on the CPI figure published in August 2024, with a maximum increase of 5% and a minimum increase of 2% |

4.7.4 Costume is a particular style of clothing worn to portray the wearer as a character in the performance on the stage. When costume is required it will be provided, stored by and laundered by the Manager. Black clothing, black tie, and normal day wear is not costume.

4.7.5 No other payments will be made to the Musician for being called to the theatre for the purposes of one or more of: getting into costume, hair and/or make-up unless the maximum periods for rehearsal/performance of 3 hours (once nightly) or 4 hours and 40 minutes (twice nightly) are exceeded, in which case payments will be made in accordance with Section 3.

4.7.6 The payments will remain fixed for the duration of the Agreement and will not be subject to annual uprating.

## 5 MANAGER'S DUTIES

5.1 **Failure To Produce**
If, for any reason, the production is abandoned by the Manager at any time after the Musician has been contracted, the Musician shall be paid two weeks' Weekly Production Salary in satisfaction of all claims by the Musician together with all payments accrued and due up to and including the day on which the Manager notifies the Musician of the abandonment of the production.

5.2 **Limit On Performance Venues**
A Musician's Contract of engagement shall not require him/her to perform at more than one said theatre.

5.3 **Reduction Of The Orchestra**
The number of Musicians engaged in any musical production at any said theatre shall not be reduced after the opening night, save that in the event of the transfer of a musical production to a smaller theatre, the number of Musicians engaged therefore may be reduced to such a number as the Manager considers appropriate to such a theatre but after the opening night in the smaller theatre the number of Musicians engaged in the said production shall not be reduced. The Manager agrees to appoint as soon as reasonable and practical a permanent replacement for any Musician who has left the production.

5.4 **Use Of Recorded Music**

5.4.1 Curtain-up / Scene Change / Incidental Background Music

5.4.1.1 The conditions of this clause 5.4.1 relate to recorded music in non-musical plays for curtain-up, scene changes, and other incidental background music. For the avoidance of doubt, with the exception of 5.4.1.6, consent from the MU does not need to be given for such use.

5.4.1.2 Consent from the MU is required on a case-by-case basis for interpolated usage / interaction between the music and the performers.

5.4.1.3 The terms of 5.4.1.4 and 5.4.1.5 apply to use of recorded music in non-musical plays under both 5.4.1.1 (curtain-up, scene changes, and other incidental background music) and 5.4.1.2 (interpolated usage / interaction between the music and the performers).

5.4.1.4 Up to 4 minutes in total of recorded music may be used in the Production without any usage fee being due to the Musician(s) who perform on the recorded music used.





5.4.1.5 For any usage over and above 4 minutes the Manager will make the applicable usage fee payment to each Musician who performs on the recorded music used:

5.4.1.5.1 4 to 10 minutes of recorded music used: £7.50 per Musician per Performance.

5.4.1.5.2 Over 10 minutes of recorded music used: £1.25 per Musician per minute up to maximum of 20 minutes' recorded music.

5.4.1.6 Consent is required from the MU for any use of recorded music in excess of 20 minutes per Performance.

5.4.2 The recording session terms of the prevailing BPI/MU agreement will apply to any Musician engaged to record music for use in the Production.

5.4.3 Use of any recorded music shall be limited to the production for which the recording is made.

5.4.4 Nothing herein contained shall preclude the use in the production of any recorded music for the National Anthem of any country.

5.5 **New Music**
Any new music for a production at any said theatre shall (except in an emergency) be rehearsed before being included in performances of such production.

## 6 MUSICIAN'S DUTIES

6.1 **Musician's Availability**
A Musician may not hold more than one salaried position (whether or not under this Agreement) at any one time. In signing the contract, the Musician undertakes that he/she is available for the hours of work required under the contract.

6.2 **Musician's Attendance**
A Musician or his/her deputy is required to be ready, willing and able to perform or rehearse.

## 7 INTERVALS/BREAKS

7.1 All members of the orchestra should be seated and ready to play at the end of any interval/break.

7.2 Any time during which members of the orchestra are required to transfer from the designated playing area during an interval/break shall be added.

Interval/Break times are:

7.3 **Not Less Than 15 Minutes**

7.3.1 During each 3 hour rehearsal.

7.3.2 During each once-nightly performance. In the case of a once-nightly performance where the total duration does not exceed 2 hours there need be no interval.

7.3.3 Between twice-nightly performances.

7.4 **Not Less Than 10 Minutes**
During each performance on a twice-nightly schedule.

7.5 **Not Less Than 30 Minutes**
Between a matinée and an evening performance.

7.6 **Late Night Calls**
A Musician shall not be called to render services hereunder less than 10 hours after the end of a late night rehearsal or performance.

## 8 HOLIDAYS WITH PAY

A Musician shall be entitled to holiday with pay as follows.

8.1 **Entitlement**

8.1.1 Subject to 8.1.2 below, the maximum holiday entitlement in any one year shall be 28 days.

8.1.2 The maximum entitlement for a Musician with 5 years' or more complete continuous service on the same production shall be as follows.
5 years – 30 days
6 years – 31 days
7 years – 32 days
8 years – 33 days
9 years or more – 34 days

8.1.3 After 9 years the maximum entitlement will continue to be 34 days unless legislation changes further in which case this will be addressed by both parties at the time.

8.2 **Notice Of Holidays**

8.2.1 **12 weeks notice for 2 weeks designated holiday**
The Manager may by giving not less than 12 weeks prior notice designate the date(s) when two weeks of the annual holiday entitlement are to be taken. The time when any remaining holiday entitlement is to be taken shall be as mutually agreed between the Manager and the Musician.

8.2.2 **Public Holiday notice**
Should a Manager decide to cancel a performance on a Public Holiday then the notice to be given in order to do so is eight weeks. If such notice is not given, then the normal double time payment will be made.

8.2.3 **Public Holidays count against Annual Entitlement**
Public holidays in respect of which a performance is reallocated (see Clause 2.3), or the theatre is closed, and any other public holiday on which the Musician is paid but not required to work shall be counted against the Musician's annual holiday entitlement (as under 8.1 above).





8.3 **Holiday Pay**
Payment in respect of holidays shall be made as follows:

8.3.1 Timing of pay

8.3.1.1 At the conclusion of each 13 weeks for which the Musician's engagement has subsisted, such payment being a holiday 'Credit' based on the entitlement that has accrued up to the end of that 13-week period, regardless of when actual holiday is taken.

8.3.1.2 At the termination of the engagement for holidays to which the Musician is entitled but has not yet received payment for under 8.3.1 above.

8.3.2 Calculation of pay for 28 days entitlement

8.3.2.1 Holiday pay under 8.3.1 above shall be calculated at the rate of 1.17 of the Musician's Weekly Production Salary[7].

8.3.2.2 Where holiday pay is calculated for an accrual period of less than 13 weeks, it shall be calculated at the rate of seven seventy-eights ($^{7}/_{78}$) of the Musician's Weekly Production Salary in respect of each week of holiday accrued and at the rate of seven four hundred and sixty-eighths ($^{7}/_{468}$) of the Musician's Weekly Production Salary for each day of holiday accrued.

8.3.3 Calculation of pay for entitlement of 30 days or more

8.3.3.1 Musicians whose continuous service with the same production exceeds 5 years shall be calculated and paid holiday pay as per clause 8.3.1 at the relevant rate of the Musician's Weekly Production Salary[7]:

| | |
|---|---|
| 5 years – 30 days | 1.25 |
| 6 years – 31 days | 1.29 |
| 7 years – 32 days | 1.33 |
| 8 years – 33 days | 1.38 |
| 9 years or more – 34 days | 1.42 |

8.3.3.2 Where holiday pay is calculated for an accrual period of less than 13 weeks, it shall be calculated at the rate of five fifty-seconds ($^{5}/_{52}$) of the Musician's Weekly Production Salary (as defined above) in respect of each week of holiday accrued and at the rate of five three hundred and twelfths ($^{5}/_{312}$) of the Musician's Weekly Production Salary (as defined above) for each day of holiday accrued.

8.4 **Lieu Day Nomination**
Where in any year 1 January or 26 December falls on a Saturday and that year's New Year's Day or Boxing Day Public Holiday is declared for a day (known as a lieu day) other than 1 January or 26 December, the MU shall be entitled by giving SOLT not less than 26 weeks prior written notice to nominate either 1 January or the lieu day and/or either 26 December or the lieu day as the day for performances on which any payments under clauses 3.3 are payable and such nomination shall apply to all Musicians in all West End productions.

7 See Definitions

## 9 DURATION OF A MUSICIAN'S ENGAGEMENT

9.1 **Duration**

The duration of a Musician's engagement shall be subject to the following:

9.1.1 The Musician giving the Manager 2 weeks' notice in writing at the end of the working week to terminate the engagement.

9.1.2 The Manager giving the Musician notice in writing at the end of the working week in accordance with 9.2 below of the closure of the production. A copy of such notice shall be sent to the MU.

9.1.3 The Manager giving the Musician notice in writing at the end of the working week, no later than twenty-six weeks after the official Press Night in accordance with 9.2 below to terminate the engagement. Provided that in the case of a disciplinary matter, such notice shall be given only after the procedure in Appendix 4 has been exhausted.

9.2 **Notice Provisions**

The Musician shall be entitled to one weeks' notice for each year of continuous engagement in the production subject always to a minimum of two weeks' notice and a maximum of twelve weeks' notice.

## 10 ABSENCE FROM REHEARSAL OR PERFORMANCE

10.1 **Prior consent of Management**

No Musician shall (except in the case of illness supported by a self certificate for illness of up to 7 working days and by a certificate signed by a qualified Medical Practitioner for illnesses of over 7 working days delivered to the Management within 48 hours) absent themselves from any rehearsal or performance for which they shall have been engaged without the prior consent of the Management.

10.2 **Enhanced Sick Pay Entitlement**

A Musician who is absent from any rehearsal or performance due to illness shall, in each period of 12 months commencing with the date of the Musician's first rehearsal and subject to the Musician completing the first four weeks of the engagement, be entitled to a total of 48 performances of Enhanced Sick Pay payable at one-eighth of the minimum weekly salary per performance missed. Enhanced sick pay is payable from the first day of illness.

10.3 **SSP after 48 performances**

Enhanced Sick Pay shall be deemed to be inclusive of any statutory sick pay (SSP) the Musician may be entitled to receive. For the avoidance of doubt, the Musician is not entitled to SSP in addition to Enhanced Sick pay, save that once the annual entitlement of 48 performances has been exhausted, a Musician shall receive any remaining entitlement to SSP, but only in respect of any days on which he/she is absent due to illness, in accordance with relevant legislation (excluding for Entertainers any such requirement relating to employment or tax status or to pay Class 1 NICs).

## 11 FAMILY FRIENDLY

11.1 **Maternity**

11.1.1 The Musician shall be entitled to statutory maternity leave in accordance with the relevant legislation from time to time in force, excluding for Entertainers[8] any eligibility requirement relating to employment status or tax status.

8 Entertainer for the purposes of this Agreement means a Musician who is treated as being self-employed for tax and National Insurance Contributions purposes. The Manager is entitled to make any required deductions for tax and NICs from payments made to the Musician. Musicians who are Entertainers are responsible for making any payments of tax and NICs required to be made to HMRC in respect of payments made to them by the Manager.

9 "Average weekly earnings" has a specific statutory definition.

10 If 90% of average weekly earnings is less than the current flat rate of statutory maternity pay please seek legal advice.





11.1.2 Subject to satisfying the requirements for entitlement to statutory maternity pay (excluding for Entertainers any such requirement relating to employment or tax status or to pay Class 1 NICs) during statutory maternity leave, the Musician shall be entitled to contractual maternity pay.

11.1.3 Contractual maternity pay shall be paid at the same rate as the rate of statutory maternity pay in force at the time the contractual maternity payment is made. Contractual maternity pay is currently:

11.1.3.1 90% of the Musician's average weekly earnings[9] for the first 6 weeks of maternity leave; and

11.1.3.2 paid at the same rate as the current flat rate of statutory maternity pay for up to 33 weeks of the remaining maternity leave[10].

11.1.4 The requirement for average weekly earnings to be earnings which are subject to Class 1 NICs shall not apply where the Musician is an Entertainer.

11.1.5 Contractual maternity pay is deemed to be inclusive of any statutory maternity pay the Musician may be entitled to receive.

11.1.6 If the Musician does not qualify for contractual maternity pay, they may be eligible to claim maternity allowance. If claiming maternity allowance, Musicians should provide the information relevant to self-employed people if they are Entertainers, and the information relevant to employees if they are not Entertainers. The Manager is only required to provide a completed SMP1 form to the Musician, in order to allow the Musician to claim maternity allowance, if the Musician is not an Entertainer. Musicians must not claim maternity allowance if they qualify for contractual maternity pay.

11.2 **Paternity**

11.2.1 A Musician shall be entitled to statutory paternity leave of two weeks, in accordance with the relevant legislation from time to time in force, excluding for Entertainers any eligibility requirement relating to employment status or tax status.

11.2.2. The Musician will give the Manager notice, specifying the date on which the period of leave is to begin and end, at least 21 days before the date on which the period is to begin, and will accede to a request made by the Manager to produce evidence of the child's date of birth.

11.2.3 Subject to satisfying the requirements for entitlement to statutory paternity pay (excluding for Entertainers any such requirement relating to employment status or tax status or to pay Class 1 NICs) during statutory paternity leave, the Musician shall be entitled to contractual paternity pay.

11.2.4 Contractual paternity pay shall be paid at:

11.2.4.1 the rate of the Musician's rehearsal or performance salary (whichever is applicable at the time of payment) for the first week of paternity leave[11]; and

11 If the rehearsal or performance salary is lower than the statutory rate of paternity pay in force at the time the payment is made please seek advice.

11.2.4.2 at the same rate as the rate of statutory paternity pay in force at the time the contractual paternity pay is made for the second week of paternity leave. Contractual paternity pay is currently paid at the same rate as the current flat rate of statutory paternity pay or at 90% of the Musician's average weekly earnings (whichever amount is lower).

11.2.5 The requirement for average weekly earnings to be earnings which are subject to Class 1 NICs shall not apply where the Musician is an Entertainer.

11.2.6 Contractual paternity pay is deemed to be inclusive of any statutory paternity pay the Musician may be entitled to receive.

11.2.7 The Manager is only required to provide a completed SPP1 form to the Musician if the Musician is not an Entertainer.

11.3 **Parental Leave**

11.3.1 The Musician shall be entitled to parental leave in accordance with the relevant legislation as may from time to time be in force. The statutory default provisions (the 'fallback scheme') will apply.

11.4 **Shared Parental Leave**

11.4.1 The Musician shall be entitled to shared parental leave in accordance with the relevant legislation as may from time to time be in force.

11.5 **Time off for Dependants**

The Musician shall be entitled to time off for dependants in accordance with the relevant legislation as may from time to time be in force.

11.6 **Compassionate Leave**

Musicians can, for reasons of a compassionate nature, apply for time off to attend family matters. Such time off shall not be unreasonably refused.

## 12 JURY SERVICE

In the event that a Musician is undertaking jury service then subject to proper evidence of this being provided to the Manager, the Manager shall pay the cost of a deputy who covers a midweek matinee when this occurs at a time when the Musician is unavailable due to the jury service. The Manager will consider sympathetically any request by the Musician for financial assistance for other absence resulting from the jury service being unusually long or arduous.

## 13 ELECTRONIC INSTRUMENTS

Instruments and devices incorporating pre-recorded sounds or providing sounds by electronic means can be used provided that they do not replace or reduce the engagement of conventional instrumentalists on engagements carried out under this Agreement where conventional instrumentalists may reasonably be expected to be used. See also Appendix 2.

## 14 REDUNDANCY AND SEVERANCE PAY

### 14.1 Redundancy

Redundancy payment due under statute to a Musician whose continuous service in the same production shall have exceeded 5 years shall be calculated in accordance with the Musician's actual contracted salary subject to a maximum of 1½ times the minimum salary then payable under Clause 1.1 hereof and shall not be subject to the limit on a week's pay prescribed by statute.





### 14.2 Severance

14.2.1 **For productions that opened prior to 25th May 2016**

A Musician whose continuous service in the same production exceeds five years on leaving the production and having given proper notice to terminate the engagement may claim a sum equivalent to the calculation of redundancy payments made under statute. The salary basis shall be subject to a maximum of £1380 per week. Payment is strictly on condition that the musician undertakes to repay such sum or to give credit for it in the event that such continuous service is subsequently taken into account in calculating redundancy payments to be made under statute.

14.2.2 For productions that opened from 25th May 2016 onwards

14.2.2.1 A Musician whose continuous service in the same production exceeds ten years on leaving the production and having given proper notice to terminate the engagement, may claim a sum equivalent to the calculation of redundancy payments made under statute. The salary basis shall be subject to a maximum of £1380 per week. Payment is strictly on condition that the musician undertakes to repay such sum or to give credit for it in the event that such continuous service is subsequently taken into account in calculating redundancy payments to be made under statute.

14.2.2.2 If the Musician is unable to meet the requirements of their engagement due to a long-term or permanent ill-health condition, and has a minimum of five years continuous service in the same production then, subject to an independent medical report and the mutual agreement of the Musician and the Manager, the engagement can be terminated and the Musician will be entitled to claim a sum equivalent to the calculation of redundancy payments made under statute but the salary basis shall be subject to a maximum of £1380 per week. Payment is strictly on condition that the musician undertakes to repay such sum or to give credit for it in the event that such continuous service is subsequently taken into account in calculating redundancy payments to be made under statute.

## 15 ELECTRONIC PRESS KITS

### EPK Recording Of The Production

15.1 The Manager may make a recording of up to 10 minutes completed edited footage for the express purpose of promoting, publicising and advertising the Production. The Manager shall notify the MU Not Less Than 14 days before any EPK recording takes place and provide the MU with a list of the Musicians involved.

15.2 **Consent**

The Musician consents to the recording and use of the EPK under the terms of this Agreement providing that, for any further use, the additional sums specified in sub-clauses 15.3.3.1-15.4 inclusive are paid.

15.3 **Uses And Payments**

15.3.1 The Manager may without payment use the product of the EPK recording for any Narrowcast; worldwide TV / radio / cinema / internet commercial campaign for London production only; incorporation within a Making Of Documentary for 2 UK network transmissions or 1 UK network transmission and 1 UK secondary channel transmission; broadcast use on television or related media in news, documentaries and awards programmes; and broadcast use as above and non commercial use as above to promote subsequent productions worldwide until 4 Weeks after the Press Night of the subsequent production.

15.3.2 The Manager may without payment use under the heading of worldwide TV/radio/ cinema/internet commercial campaign for London production and promotion of subsequent productions worldwide. Use limited to 5 years from the original national Press Night.

15.3.3 The Manager may for the payments below authorise the use of the EPK in the following way for broadcast purposes:

15.3.3.1 for the further use of a Making Of Documentary, a payment of £250.00 to the Musician will cover a 3rd and any subsequent UK terrestrial transmission

15.3.3.2 for the further use of a Making Of Documentary, a payment of £125.00 to the Musician will cover a further 3 transmissions of the Making Of Documentary, on any UK secondary channel (excluding BBC1, ITV1, C4, 5 and S4C)

15.3.3.3 for the further use of a Making Of Documentary, a payment of £250.00 to the Musician will cover a 3 year licence period in rest of world territories (excluding UK)

15.4 For the use of EPK footage for each touring production of the West End Production or each overseas production over and beyond the 4 Weeks allowed in 15.3.1, the Manager shall pay the Musician £ (see table below) each calendar month that the EPK is used worldwide. This payment will secure all uses in 15.3.1-15.3.2.

| Minimum Weekly Salary | 2 October 2023 – 29 September 2024 | 30 September 2024 – 5 October 2025 | 6 October 2025 – 4 October 2026 |
|---|---|---|---|
| **Once Nightly** | £33.86 | £34.86 | *CPI plus 0.75%, based on the CPI figure published in August 2024, with a maximum increase of 5% and a minimum increase of 2% |

15.5 Any use of material from the EPK not covered by either sub-clauses 15.3.3.1-15.3.3.3 and 15.4 shall require the prior agreement of the MU.

15.6 For the avoidance of doubt the above terms cover only the recording of an EPK subject to the recording limit. This clause does not cover any more extensive or complete recording of the production. Any other intended recording of excerpts of live and rehearsed parts of a Production is subject to the terms and conditions of the appropriate recording agreement and the Musician agrees to good faith negotiations to enable any such recording to be made. Any hours worked under such other agreement shall not accrue to the hours worked under this Agreement and the Musician hereby agrees that he/she shall not look to the Manager for any compensation for such other recording.





15.7 To use up to 4 backing tracks from the EPK to accompany a maximum of 6 promotional or charitable events[12] in any one year (defined as between 1 October and 30 September).

15.8 **EPK Backing Track Use**

The Manager may use any of the recorded tracks from an EPK for the use on light entertainment programmes (sofa shows) where no fee to the producer is forthcoming from the broadcaster.

The use will be in accordance with the following provisions:

15.8.1 The fee in clause 15.8.4 covers the first 6 uses.

15.8.2 One use constitutes one performance of one track on one programme.

15.8.3 This use is limited to the following broadcasters:

15.8.3.1 BBC
15.8.3.2 ITV
15.8.3.3 Channel 4
15.8.3.4 Channel 5
15.8.3.5 Any "free-to-air" channels
and thus excludes subscription channels

15.8.4 The fee of £ (see table below) is paid to the Musician prior to the first use.

| Minimum Weekly Salary | 2 October 2023 – 29 September 2024 | 30 September 2024 – 5 October 2025 | 6 October 2025 – 4 October 2026 |
|---|---|---|---|
| **Once Nightly** | £33.86 | £34.86 | *CPI plus 0.75%, based on the CPI figure published in August 2024, with a maximum increase of 5% and a minimum increase of 2% |

15.8.5 Any use over and above the 6 will attract an additional payment of £12.80 per use.

15.8.6 Any additional payment must be made prior to the additional use.

15.8.7 Should the Manager wish to record additional footage eg: cast changes the resulting EPK will be considered to be a new EPK and clauses 15.8.1 to 15.8.6 will apply.

## 16 CAST ALBUMS

If a cast album is to be recorded the Musician shall be given at least 14 days' notification of such.

## 17 SOUND EFFECTS

The Manager may use stock recordings and may record up to 20 minutes performance time of lyrics, crowd noises or individual or group voice-tracks to be used as background to the Production, subject to a payment to the Musician of session fees in accordance with the current general Agreement between the MU and the BPI or its successor. Such fees shall cover the sessions and the use of the material for the duration of the Manager's licence in the Production and shall not cover subsequent productions. Any work so paid shall not constitute Hours of Work under this Agreement.

12 Promotional / charitable event example list – any 6 from West End Live; Kids Week; Royal Variety; West End Cares / Crusaid /TheatreMAD; Family Fun Day; Breast Cancer.

**18 ARCHIVAL RECORDINGS USAGE**

18.1 The Manager shall be entitled (without payment to the Musician) to make a video recording of a Performance strictly and solely for the archival and reference purposes of the Manager and for no other use whatsoever except that such archive recording may be made available to designated national archives (including without limitation the NVAP). Both the recording and the lodging with national archives require the unanimous consent of the Musicians, such consent not to be unreasonably withheld, and prior written notification of at least one week to the MU. The Manager may re-record under the same terms in the event of major changes.

18.2 The recording shall be made during a designated and scheduled rehearsal/performance. The recording should not be of broadcast quality but only be of the standard necessary for reference and archive – if the recording is made during a performance then the recording shall not affect it e.g. by changes to seating, lighting or any other factor. If the recording is made during a rehearsal then no retakes are permitted for the purpose of the recording. The recording can only be reproduced for the purpose of archival recordings, as outlined in 18.1 or for safety copies.

18.3 The recording shall be primarily for the use of the Manager's production team and, where so required, in the compilation and production of assisted performances, and shall not be made available to the media or a member of the general public, nor shall it be used for the evaluation of the performance of any Musician. Anyone wishing to view the reference recording must first obtain the permission of the General Manager of the company.

18.4 The MU shall have an equal share in the copyright of the video and the words "SOLT Archive" must be burnt onto the recording.

**19 CURTAIN CALLS**

For the avoidance of doubt the provisions of clauses 15, 16, 17 and 18 do not apply to recording of the curtain calls which are deemed not to form a part of the Performance for this purpose only.

**20 ALCOHOL & DRUG MISUSE AND SMOKING**

20.1 The Manager has a duty under the Health and Safety Act (1974) to ensure a healthy and safe working environment for its Individuals, acting companies and customers. As a general rule all Musicians are expected to remain alcohol free during working hours. Musicians must also take responsibility for presenting themselves in a fit state for work.

20.2 Smoking, which is illegal in enclosed places, is not permitted anywhere in the Theatre.

20.3 Breach of any aspect of 20.1 and/or 20.2 will be a disciplinary offence under Appendix 4 of this Agreement.





## APPENDIX 1 – SMALL THEATRES AGREEMENT

1 The weekly salary for Musicians engaged on a production which performs at a theatre with a capacity of 799 seats to 700 seats on sale shall be 77.5% of the Minimum Weekly Production salary as specified in clause 1.1 for the first 26 weeks of the run of the production. After this period the minimum salary under Clause 1 becomes payable.

2 The weekly salary for Musicians engaged in a production in a theatre with a seating capacity of less than 700 seats on sale shall be two thirds of the Minimum Weekly Production Salary as specified in clause 1.1 for the first 26 weeks of the run of the production. After this period the minimum salary under Clause 1 becomes payable.

3 Doubling, trebling and quadrupling payments may be calculated according to the percentage rates and seat capacity set out above. All other terms and conditions of the Agreement including on stage payments and porterage are to apply in full.

4 If the production only engages one Musician the minimum salary under Clause 1.1 is payable for the duration of the run.

## APPENDIX 2 – CODE OF PRACTICE REGARDING THE USE OF ELECTRONIC MUSICAL INSTRUMENTS

The parties wish to establish guidelines for the circumstances in which the use of electronic musical instruments should and should not be acceptable in orchestras within the scope of this Agreement. They also wish to clarify the relationship between the clause in the Agreement that covers this (clause 13) and the clause covering the Use Of Recorded Music (clause 5.4).

1 The existing understanding of electronic musical instruments in clause 13 is to be retained.

2 SOLT recognises that the MU wishes to avoid the use of smaller orchestras as an end in itself particularly by the increased use of technology.

3 The MU recognises that SOLT wishes to maintain the situation that it is an individual Manager's choice as to the way in which they choose to mount a production.

4 The MU will not object to the use of electronic musical instruments in a non-musical play. See clause 5.4

5 The MU will not object to the use of electronic musical instruments in a musical context where such instruments would normally be used to create the sounds.

6 In the case of transfers or revivals of a production the MU will be entitled to raise objections on the basis of the use of electronic musical instruments used solely to reduce the numbers originally used.

7 In the case of such objections, greater weight should be placed in cases where a whole section (in the conventional "strings"/"woodwind"/"brass"/"rhythm" sense) is replaced than where numbers are generally reduced and "filled out" by the use of electronic musical instruments.

8 In the case of such objections, greater weight should be placed in cases where the numbers used are out of scale with the overall scale of the production and theatre in question. However the parties wish to avoid any disputes over the actual numbers that could be accommodated in any given pit.

9 In the case of such objections, greater weight should be placed in cases where the technology proposed is more extensive than when it is less extensive within the gamut of possible solutions then available. In other words the "virtual orchestra" end of the solution scale would currently require a more comprehensive justification than a straightforward use of say a synthesiser.

10 Where the entire musical vocabulary of a production differs from the original then any comparisons should be made with the intended "new genre" rather than the original. So a production of *Carousel* set in a mining village in Yorkshire at the turn of the century could justifiably re-orchestrate to substantially a brass band without objection.

11 The parties agree that within any use of electronic musical instruments the use of "pre-recorded sounds" as set out in clause 13 does not contravene clause 5.4 and that the intent of Clause 13 is the recording of a band – or sections of a band (which may or may not contain electronic musical instruments) to meet the needs of the production.

## APPENDIX 3 – CODE OF CONDUCT FOR THE USE OF DEPUTIES IN THE WEST END

Whilst the Musician is engaged and has undertaken under clause 6.1 of this Agreement to be available for all rehearsals and performances, all parties recognise the usefulness of a properly regulated Deputies Procedure.

1 **Supervision of Deputies Procedure**
Manager shall notify to the Musicians engaged on a production a suitable member of the music staff or Management who will co-ordinate the use of Deputies. Irrespective of their actual title they are referred to herein as the "Deputies Supervisor", such person to be identified in the Local Rules.

2 **Responsibility**[13]
Each Musician is responsible for the arrangement of their approved Deputies to cover for them when they are absent. Whilst this may be facilitated by the use of the 'fixer' or Orchestral Manager, the primary responsibility will lie with the Musician.

3 **Approval**
No Deputy may be used by a Musician unless they have been approved by the Deputies Supervisor; which approval shall not be unreasonably withheld or delayed. An approved Deputy will have sat-in on an agreed number of performances or rehearsals in accordance with the Local Rules before they first deputise.

4 **Payment**
Ordinarily, the Musician is responsible for the payment of all Deputies. In the event that the Musician is receiving sick-pay, this will be paid to the Musician in addition to their basic salary.

5 **Local Rules**
The Musician undertakes to comply with such local rules governing such things as the number of sit-ins prior to deputising, the number of first time Deputies, the number of Deputies per section or the total number of Deputies per performance. Local rules, which must be reasonable, will be determined and submitted to the MU in the name of the Manager before contract. In the event of a dispute regarding local rules the matter may be referred to a SOLT/

13 Health and safety checklists for Deputies needs to be met and can be seen on page 31 of this Agreement.





MU Conciliation Board. As a guideline any such rules, which may be subject to review at the request of either party after contract, shall be framed so as to maintain the musical standards of the Production without unduly inhibiting the maintenance of a suitable pool of Deputies.
Where the Manager dictates that a Deputy sits in for more than one performance or rehearsal, the Manager shall pay the Deputy's fee for the second and any subsequent sit in calls for that chair. The Musician should check the suitability of the proposed new Deputy before engaging them to sit in.

6 **Other Approved Absence**
In order to build up and maintain a suitable pool of Deputies for a production the Manager recognises that there needs to be the opportunity to the Deputies to perform in the Production on an on-going basis. To this end the Manager agrees to additional use of Deputies within the Production in accordance with the following additional stipulations:

The Musician agrees not to use Deputies in this way for more than 40% or more of the performances given in a 26 week period except when sick or on holiday. Such periods to run concurrently within the holiday pay periods as set out in clause 8.3.1 of the Agreement.

7 **Unapproved Absence**
The Musician has no rights to use a Deputy outside those set above. In the event of a Musician exceeding the limit set out above the Manager shall have the right to invoke the Conciliation, Grievance & Disciplinary Procedures (see Appendices).

8 **Waiver**
The Manager, in consultation with the Deputies Supervisor and the MU shall have the right to waive or reintroduce this Code of Conduct if the musical integrity of the Production will not be impaired.

## APPENDIX 4 – DISCIPLINARY AND GRIEVANCE PROCEDURES

1 **Purpose and Scope**
The Disciplinary Procedure is designed to help and encourage all Musicians to achieve and maintain standards of conduct, attendance and job performance and set out the Manager's framework for dealing with disciplinary matters. The same procedure applies to all Musicians and the aim is to ensure consistent and fair treatment for all. The Disciplinary Procedure does not apply to proposed redundancies or genuine sickness absences.

The Grievance Procedure enables all Musicians to bring to the Manager's attention any grievance relating to their engagement and to try to resolve such matters satisfactorily. Grievance proceedings will, so far as is reasonably practicable, be kept confidential.

2 **Principles**
No disciplinary action will be taken until the matter at issue has been fully investigated and Musicians have been given the opportunity to respond.

The Musician will not normally be dismissed for a first breach of discipline except in the case of gross misconduct or very serious breach of discipline when the sanction will be dismissal without notice or payment in lieu of notice.

The Musician will have the right to appeal against any disciplinary sanction imposed or the decision of any grievance meeting.

3 **General Provisions**
So far as applicable to a particular circumstance, the following requirements apply to the Disciplinary and Grievance Procedures.

4 **Timetable**
Each step and action under the Disciplinary and Grievance Procedures must be taken without unreasonable delay.

5 **Right To Be Accompanied**
The Musician has the right to be accompanied at any disciplinary or grievance meeting by a fellow Musician or trade union representative who may make representations on his/her behalf provided the Musician expressly authorises this at the beginning of the relevant meeting. However the Musician's companion will not be able to answer questions put to the Musician during the course of the meeting. This right applies to all stages of the disciplinary and grievance process including appeals.

6 **Meetings**

6.1 The timing and location of meetings must be reasonable.

6.2 Meetings must be conducted in a manner that enables both the Manager and the Musician to explain their case.

6.3 The Manager will endeavour to ensure that the meeting is in a private location and that there are no interruptions.

6.4 The Manager should advise the Musician of the right to be accompanied in the written notification of the meeting.

6.5 The length of time between the written notification and the meeting should be long enough to allow the Musician to prepare for the meeting. The Musician must take all reasonable steps to attend the meeting and if he/she or his/her companion cannot attend on the date suggested he/she must notify his/her head of department/relevant Manager/Contractor and propose an alternative date for the meeting to be held within 5 working days of the original proposed date.

6.6 No meeting will take place unless the complainant has informed the other party in writing of the cause of the complaint and the other party has had the opportunity to consider a response to the complaint.

7 **Records**

7.1 During the disciplinary or grievance process the Manager will keep written records which may include: the nature of the complaint or the grievance raised; a copy of the written complaint or grievance; the Musician's defence; the Manager's response; findings made; any action taken or sanction imposed and the reasons for it; any grievances raised during a disciplinary process; whether there was an appeal and if so the outcome; any subsequent developments.

7.2 Such records will be kept on a confidential basis so far as is reasonably practicable and in accordance with the Data Protection Act 1998.

8 **Disability**
If the Musician has a difficulty at any stage of the procedure because of a disability, the Musician should discuss the situation with the Manager as soon as possible, who will give consideration to what if any reasonable adjustments may be required.





9 **Potential Disciplinary Sanctions**
Formal disciplinary action may result in the following disciplinary sanctions being imposed:

9.1 **Verbal Warning**
If conduct or performance does not meet acceptable standards the Musician may be given a formal verbal warning. A note of the verbal warning will be kept on the Musician's personnel file but will usually be disregarded for disciplinary purposes after three months subject to satisfactory conduct and performance.

9.2 **Written Warning**
If the misconduct or poor performance is more serious, a formal written warning may be given to the Musician. This will give details of the complaint, the improvement or change in behaviour required and the timescale allowed for this, and state that a final written warning may be considered if there is no sustained satisfactory improvement or change. A copy of this written warning will be kept on the Musician's personnel file but will usually be disregarded for disciplinary purposes after six months subject to satisfactory conduct and performance.

9.3 **Final Written Warning**
If the offence is serious or there is a failure to improve performance or conduct during the currency of a prior warning, a final written warning may be given to the Musician. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to dismissal. A copy of this written warning will be kept on the Musician's personnel file but will be disregarded for disciplinary purposes after twelve months (although in exceptional cases the period may be longer, but in any event no longer than 18 months) subject to satisfactory conduct and performance.

9.4 **Dismissal Or Other Sanction**

9.4.1 In certain circumstances, for example a failure to improve conduct or performance where a previous warning has been given or where there is an act of gross misconduct or a serious failure to perform, the disciplinary sanction may be dismissal or the Manager may take some other action short of dismissal such as disciplinary suspension without pay for up to a maximum of five working days.

9.4.2 If some sanction short of dismissal is imposed, the Musician will receive details of the complaint, and will be warned that dismissal could result if there is no satisfactory improvement. A copy of this written warning will be kept on the Musician's personnel file but will be disregarded for disciplinary purposes after twelve months (although in exceptional cases the period may be longer, but in any event no longer than 18 months) subject to satisfactory conduct and performance.

9.5 **Gross Misconduct**
The following list provides examples of offences which are normally regarded as gross misconduct. This list is not exhaustive and other serious misconduct may also lead to summary dismissal:

9.5.1 theft, fraud, deliberate falsification of records, dishonesty, fighting, assault, violence, unauthorised possession of property belonging to the Manager, damage to the Manager's property, incapacity for work due to being under the influence of alcohol or illegal drugs, serious negligence which causes unacceptable loss, damage or injury, serious act of insubordination, misuse of confidential information, unauthorised entry to computer records, conviction for a criminal offence arising from or relating to the Musician's work for the Manager, conduct whether inside or outside working hours which may bring the Manager's reputation into disrepute, serious or persistent gross

neglect of duties or any material breach or non-observance of those duties – in particular refusal to obey reasonable instructions, unauthorised absence from work (including conduct inconsistent with an alleged sickness, injury or other incapacity).

9.5.2 If the Musician is accused of an act of gross misconduct, the Musician may be suspended from work on full pay while the Manager investigates the alleged offence. If, on completion of the investigation and the Disciplinary Procedure, the Manager is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

## 10 GENERAL

10.1 Following a disciplinary meeting, before making the decision on what disciplinary sanction it should impose, the Manager will take into account the Musician's disciplinary and general engagement records, length of service and the explanation given by the Musician at the disciplinary meeting.

10.2 Before implementing any of the formal sanctions set out above, including after a review of the Musician's conduct or performance, the Disciplinary Procedure set out below will normally be followed.

10.3 At the time of advising the Musician of any sanction to be imposed the Manager should also advise the Musician of the right of appeal.

## 11 DISCIPLINARY PROCEDURE

11.1 **Investigation**

Where a potential disciplinary matter arises the Manager will endeavour to make necessary investigations to establish the facts fully and promptly. Having carried out such preliminary investigations the Manager will decide whether to take no further action or deal with the matter informally or arrange for the matter to be handled on a formal basis. The Manager may choose to hold an investigatory meeting (as opposed to a disciplinary meeting) with the Musician solely to establish the facts of the case.

11.2 **Suspension**

In instances which the Manager considers to be particularly serious (e.g. in cases involving alleged gross misconduct, where relationships have broken down or there is a risk to the Manager's responsibilities to third parties or the Manager's property), the Musician may be suspended from work temporarily on full pay whilst an unhindered investigation is carried out. Any precautionary suspension of this kind will be reviewed as soon as possible and will not normally exceed 10 working days. Any suspension on this basis should not be considered as a disciplinary sanction or an indication of prejudgement of the matter.

11.3 **Formal Procedure**

If the Manager decides to take formal action, the following procedure will be followed:

11.4 **Statement Of Grounds For Action And Invitation To Meeting**

The Manager will prepare a written statement setting out the Musician's alleged conduct or capability or poor performance, or other circumstances, which may result in a disciplinary sanction (including dismissal) being imposed. The statement will be sent to the Musician who will be invited to attend a meeting to discuss the matter. The statement will contain sufficient detail and any relevant accompanying evidence to enable the Musician to prepare for the meeting.





11.5 **Meeting**

The complaint will be fully explained to the Musician at the meeting and the Manager will go through the evidence that has been gathered. The Musician can make representations and explain his/her view of the situation and answer any allegations that have been made. The Musician will be allowed to ask questions and present evidence. If appropriate the Musician can call witnesses and will be given an opportunity to raise points about any information provided by witnesses. If the Musician challenges the evidence of a witness who is not present at the meeting, the Manager should consider adjourning the meeting to re-interview the witness in the light of any new information presented by the Musician. No disciplinary sanction will be imposed until the meeting has taken place.

11.6 **Notification Of Decision**

After the meeting the Musician will be informed of the Manager's decision. This will be communicated to the Musician in writing within 10 working days of the meeting and the Musician will be notified of his/her right to appeal against the decision if he/she is not satisfied with it. If the decision taken is dismissal the Musician will also be provided with written reasons for dismissal, the date on which the engagement will terminate and the appropriate period of notice (if applicable). If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Musician for the delay and inform him/her when a response can be expected.

11.7 **Appeal**

The Musician has the right to appeal against any disciplinary sanction imposed on him/her.

## 12 GRIEVANCE PROCEDURE

12.1 **Informal Resolution Of Grievances**

12.1.1 The Manager recognises that misunderstandings or grievances may sometimes occur. It is most important that these grievances are brought out into the open and resolved as fairly, consistently and speedily as possible. In most cases this can be done on an entirely informal basis.

12.1.2 Any grievance should, in the first instance, be raised with the Musician's head of department/relevant Manager/Contractor (or, where that person is the subject of the grievance, that person's line manager) who should discuss the matter with the Musician informally within two working days of it being raised.

12.2 **Formal Resolution Of Grievances**

Where the grievance cannot be resolved informally and the Musician has a complaint, concern or problem about action which the Manager has taken or is contemplating taking in relation to the Musician or the Musician has a personal grievance or a complaint about any work-related matter which affects his/her efficiency at work, it should be dealt with under the formal Grievance Procedure below.

12.3 **Formal Grievance Procedure**

12.3.1 Statement Of Grievance

The Musician must set out, in a written statement, his/her grievance and send the statement to his/her head of department/relevant Manager/Contractor (or, where that person is the subject of the grievance, that person's line manager). The Musician will be invited to attend a meeting in order to discuss the grievance.

12.3.2 Meeting

The Musician will be permitted to explain his/her complaint and then say how he/she believes it should be settled.

12.3.3 Notification of Decision
After the meeting the Musician will be informed of the Manager's decision. This will be communicated to the Musician in writing within 10 working days of the meeting and the Musician will be notified of his/her right to appeal against the decision if he/she is not satisfied with it. If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Musician for the delay and inform him/her when a response can be expected.

12.4 **Appeal**
The Musician has the right to appeal against the findings of a grievance meeting.

12.4.1 Appeals
The Musician has a right to appeal against the finding of a disciplinary or grievance meeting.

12.4.2 If the Musician wishes to appeal, he/she must inform the Manager in writing within 5 working days of receiving the decision. The Musician will then be invited to attend another meeting.

12.4.3 Where possible the person who made the original disciplinary or grievance decision will not be involved in the decision-making process of the appeal. The appeal will be heard by an appropriate member of senior management. If the appeal relates to a dismissal it will be heard by a member of the Manager's Board.

12.4.4 After the appeal meeting the Musician will be informed of the Manager's final decision and this will be communicated to the Musician within 10 working days of the meeting. If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Musician for the delay and inform him/her when a response can be expected.

12.4.5 Where the Musician appeals against any disciplinary sanction imposed on him/her, the original disciplinary decision (including a decision to dismiss) will be implemented pending the appeal meeting and its outcome.

## APPENDIX 5 – CONCILIATION PROCEDURE

In the event of any dispute between a Management and a Musician and/or the MU arising out of this Agreement and if such dispute cannot be resolved between the parties thereto within a reasonable time then at the request of either party it shall be referred to a Conciliation Board (consisting of an equal number of representatives from SOLT and the MU) which shall meet and give a decision with the utmost despatch and in any event within not more than 7 days (unless otherwise agreed between the parties) and such decision shall be final and binding on the parties to the dispute.

Provided that if at any such meeting of a Board no decision is reached, then at the request of either SOLT's or the MU representatives a further meeting shall be convened as soon as possible of a Board under the chairmanship of such independent Chairman as shall be agreed by the SOLT's and the MU representatives or (in default of agreement) as shall be appointed by ACAS. The power of the Chairman shall be limited to that of recommendation only unless it is specifically agreed between SOLT and the MU that he/she shall have power to make a binding award to this Agreement.

## APPENDIX 6 – HEALTH AND SAFETY

The Manager shall provide the following minimum requirements prior to the opening of the production wherever possible and ideally at the first seating call or next full company rehearsal.





These requirements are (but not limited to):

1 Adequate band-room facilities with enough seating, wherever possible, for all Musicians.

2 Separate changing facilities for male and female Musicians.

3 Lockable storage for all Musicians' personal belongings.

4 Separate male and female toilets with at least one toilet/wash station with running hot and cold water to be kept in a clean and orderly condition.

5 Readily accessible drinking water.

6 A commitment to undertake a fire/evacuation drill for the Musicians on the first seating call of the production and at least annually thereafter.

7 The Manager should engage with the MU representative or with an MU Safety Officer in pre-production Health and Safety discussions.

8 Copies of risk assessments affecting Musicians should be provided by the Manager as soon as is reasonably practicable.

## APPENDIX 7 – HEALTH AND SAFETY CHECKLIST FOR DEPUTIES

1 Deputies should make sure they are familiar with the theatre's fire and emergency procedure by reading the notices in the building.

2 Deputies are advised to see theatre notice board for the current list of first aiders and general health & safety advice.

3 Band room facilities and lockable storage are available. Instruments stored overnight should be secured [location].

4 Deputies using their own portable electrical equipment should take steps to ensure this equipment is properly checked, tested and safe.

5 If you are involved in an accident or near miss whilst in the theatre this should be reported to the MU Health and Safety rep and in the accident book held at stage door.

6 You should ask to get copies of health & safety advice produced by the Manager – usually through the person for whom you are acting as dep. If they cannot provide these contact the MU Health & Safety rep.

7 If the Manager has carried out a risk assessment which has found specific risks for the person for whom you are acting as dep and has determined that certain measures need to be carried out you should be made aware of these. This is particularly relevant in respect of Control of Noise at Work regulations. In the first instance ask the person you are depping for and if they cannot assist you ask the MU Health & Safety rep.

8 If you have any specific questions or concerns about Health & Safety issues contact the MU Health & Safety rep.

9 You are reminded that it is your legal duty to take reasonable care of your own Health & Safety, to co-operate with the regular player's Manager on H&S, and to take reasonable care not to put other people at risk by your actions. It is the Manager's duty to provide you with a safe place of work and not expose you to unreasonable risks.

Copies of all risk assessments affecting Musicians are available to the Dep on request from the MU Health and Safety rep or from the MU London Office on 020 7840 5532 / london@theMU.org.

AGREEMENT FOR **MUSICIANS WORKING IN LONDON'S 'WEST END' THEATRES**

## APPENDIX 8 – USE OF RECORDED MUSIC FOR INTERPOLATED USAGE

(For Play Producers to report use of recorded music for interpolated usage / interaction between the music and the performers as per clause 5.4.1.2 of the Agreement)

| | |
|---|---|
| NAME OF PRODUCER | |
| Address | |
| Tel No | |
| NAME OF PRODUCTION | |
| Theatre | |
| Date of First Paid Performance | |
| **COMMERCIALLY AVAILABLE RECORDING** | |
| *Title of Work / Recording* | |
| Title of Track (Where Identifiable Section Used) | |
| Name of Recording Artist(s) | |
| Label | |
| Number | |
| Length of Extract Used | |
| Brief Description of Circumstances In Which Recording Used | |
| **SPECIALLY RECORDED MUSIC** | |
| *Title of Work* | |
| Composer | |
| Date of Recording | |
| Instrumentation Used | |
| Contractor's Name and Address | |
| Brief Description of Circumstances in Which Recording Used | |
| SIGNED FOR AND ON BEHALF OF THE PRODUCER | |
| Date | |

AGREEMENT FOR **MUSICIANS WORKING IN LONDON'S 'WEST END' THEATRES**

# APPENDIX 9 – RATES OF PAY

## Increased rates from 2nd October 2023 – 4 October 2026

| Description | 2 Oct 2023 – 29 Sept 2024 | 30 Sept 2024 – 5 Oct 2025 | 6 Oct 2025 – 4 Oct 2026 |
|---|---|---|---|
| Minimum Weekly Salary | | | *CPI plus 0.75%, based on the CPI figure published in August 2025, with a maximum increase of 5% and a minimum increase of 2% |
| • Once-Nightly | £1,183.74 | £1,218.66 | |
| • Twice-Nightly | £1,420.81 | £1,462.73 | |
| • Leader Once-Nightly | £1,420.48 | £1,462.39 | |
| • Leader Twice-Nightly | £1,704.97 | £1,755.27 | |
| Minimum Weekly Doubling | | | |
| • Once-Nightly | £1,361.30 | £1,401.46 | |
| • Twice Nightly | £1,633.93 | £1,682.13 | |
| Minimum Weekly Trebling | | | |
| • Once-Nightly | £1,538.86 | £1,584.25 | |
| • Twice-Nightly | £1,847.05 | £1,901.54 | |
| Minimum Weekly Quadrupling | | | |
| • Once-Nightly | £1,716.42 | £1,767.05 | |
| • Twice-Nightly | £2,060.18 | £2,120.95 | |
| | | | |
| Minimum Cash Increase | | | |
| • Single | £79.50 | £34.92 | |
| • Doubling | £91.43 | £40.16 | |
| • Trebling | £103.36 | £45.40 | |
| • Quadrupling | £115.28 | £50.63 | |
| On-Stage Payments – productions commenced performances pre-May 2016 | | | |
| • Once-Nightly | £13.23 | £13.62 | |
| • Twice-Nightly | £9.68 | £9.97 | |
| • Additional Costume | £4.40 | £4.53 | |
| On-Stage Payments – productions commenced performances post-May 2016 | | | |
| • Once-Nightly | £12.43 | £12.79 | |
| • Twice-Nightly | £9.23 | £9.50 | |
| • Additional Costume | £4.14 | £4.26 | |
| | | | |
| Porterage | | | |
| • A | £49.91 | £51.38 | |
| • B (and up to maximum payment) | £36.98 (max £73.96) | £38.07 (max £76.14) | |
| • C | £24.97 | £25.70 | |
| EPK monthly usage fee | £33.86 | £34.86 | |
| Pensions Contributions (Manager / Musician) | £40.63 / £21.67 | £41.83 / £22.31 | |

*Frozen at 2019/2020 level under the SOLT/MU Covid-19 Variation Agreement

**SMALL THEATRES AGREEMENT MINIMUM RATES: Rates given below are for singling. Doubling, trebling and quadrupling payments may be calculated according to the percentage rates and seat capacity set out below. All other terms and conditions of the Agreement including on stage payments and porterage are to apply in full.**

| | 2 Oct 2023 – 29 Sept 2024 | 30 Sept 2024 – 5 Oct 2025 | 6 Oct 2025 – 4 Oct 2026 |
|---|---|---|---|
| 77.5% of the minimum for 26 wks for seating capacity from 700-799 | £917.40 | £944.46 | *CPI plus 0.75%, based on the CPI figure published in August 2025, with a maximum increase of 5% and a minimum increase of 2% |
| 2/3 of the minimum for 26 wks for theatres with seating capacity less than 700 | £789.16 | £812.44 | |

# STANDARD MUSICIAN'S ENGAGEMENT CONTRACT FOR THEATRICAL PRODUCTIONS IN THE WEST END OF LONDON

This Contract which incorporates the provisions of the SOLT/MU Agreement, (the Agreement), dated 2 October 2023 between The Society of London Theatre and the Musicians' Union is made between the Manager and the Musician as specified herein.

THIS CONTRACT is made this ..... day of ..... 201 .....

BETWEEN ..... of ..... (hereinafter called "the Manager" of the one part)

AND ..... of ..... (hereinafter called "the Musician" of the other part)

**WHEREBY IT IS AGREED THAT:**

**1** Save as expressly varied or excluded by the Contract and/or in writing signed by both parties, all the provisions of the agreement dated 2 October 2023 between The Society of London Theatre ("SOLT") and the Musician's Union ("MU") ("the Agreement") are incorporated into this Contract and terms defined in the Agreement shall bear the same meaning in this Contract. A copy of the Agreement will be provided to the Musician by the Manager on written request.

**2** The Manager hereby engages the Musician to play the following instrument(s). .....
in the Manager's orchestra for the production of. .....
at. .....
commencing on. ..... day of. ..... and continuing unless and until terminated in accordance with the Agreement for a Weekly Production Salary of £. ..... (being not less than the applicable minimum salary set out in the Agreement) and any applicable further sums as set out in the Agreement.

SAMPLE

**3** A draft schedule of pre-production orchestral calls together with a performance schedule is attached or will follow in accordance with the Agreement.

**4** It is expressly agreed between the Manager and Musician that the following provisions of the Agreement will not apply to this Contract and/or are expressly varied as follows:

.....

.....

.....

.....

Authorised signatory on behalf of

**MANAGER**

.....

Print Name. .....

Address .....

.....

.....

Date .....

**MUSICIAN**

.....

Print Name .....

Address .....

.....

.....

Date .....

AGREEMENT FOR MUSICIANS WORKING IN LONDON'S 'WEST END' THEATRES

## Summary of 2023-26 Agreement Changes

| **FINANCIAL TERMS**<br>**Financial Offer and Duration of theAgreement** | **Clause/Appendix** | **Page** |
|---|---|---|
| The rates increases are as follows:<br>• 2 October 2023 – 29 September 2024 – 7.2% increase<br>• 30 September 2024 – 5 October 2025 – CPI plus 0.75% based on the rate published in August 2024, subject to a maximum increase of 5% and a minimum increase of 2%.<br>• 6 October 2025 – 4 October 2026 – CPI plus 0.75% based on the rate published in August 2025, subject to a maximum increase of 5% and a minimum increase of 2%. | *1 & Appendix 9* | *5 & 37* |
| SOLT members will receive an additional 2 weeks of flexible scheduling per year. The 2 weeks can be taken individually (allowing members to move performances within those weeks to different days), or as one 2-week block (allowing members to move performances and to re-allocate the number of performances per week as per existing periods of Flexible Scheduling. | *2.7* | *2* |
| Duration of a Musician's Engagement and Clause 1.2.4 Percussion have been revised. | *9* | *18* |

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