

ORCHESTRAS TRAVEL POLICY 2025

for MU Orchestras Section members

1. INTRODUCTION

- 1.1. This document sets out the aspirations of MU Orchestras Section Members with regards to travel and the way it is treated in our collective agreements with individual orchestras and with the ABO.
- 1.2. The document has been produced in response to the following motion which was carried by the 2023 Musicians' Union Biennial Delegate Conference, and as such became MU policy:

A lack of public investment in orchestras since 2010 has meant that travel expense agreements for freelance orchestral musicians have not kept pace with increases in fuel and public transport costs. Travel costs paid over and above expenses received negate negotiated increases in performance fees and community activity, and consequently reduce earned income.

The Union's current policy on travel payments is inconsistent. There are a range of individual policies across multiple organisations and separate arrangements for ABO members. Some agreements calculate travel in a banding system. Some require a specified distance to be completed at the musicians' own expense before travel becomes payable. Mileage rates seldom reflect actual costs.

- *A comprehensive travel fee policy review is needed to harmonise and improve freelance travel expenses in our orchestral agreements.*

Conference asks the EC to undertake a comprehensive review of freelance travel payment policy in all our freelance agreements, both regional and national. This is required to develop a travel expenses policy which offers consistency and fairness for freelance orchestral musicians.

The review should consider whether it is still reasonable to expect freelance orchestral musicians to travel a set distance at their own cost before mileage expenses become payable.

The policy should be regularly reviewed and adopted in negotiations, with the Union working towards the adoption of the policy in all freelance orchestral agreements.

- 1.3. By articulating our aspirations we hope that we can bring renewed focus to this area in our collective bargaining process and clearly define and agree best practice in this area.
- 1.4. When considering this policy it is important to keep in mind the values that underpin this work. These values are set out here in a non exhaustive list:

- 1.4.1. That musicians should be fairly compensated for the expenses they incur, and the time they spend, traveling to and from rehearsals, performances and recording sessions.
- 1.4.2. That musicians should not be asked to subsidise the orchestral sector by accepting less than is reasonable and absorbing costs themselves.
- 1.4.3. That for the vast majority of freelance musicians, their 'normal centre of employment' is their home and that travel should be payable from door to door.
- 1.4.4. That an engager has an obligation to do all they can to ensure that a musician is safe whilst at work, but also whilst traveling to and from work and when required to stay away from home for work.

2. MILEAGE PAYMENTS

- 2.1. HMRC mileage rates are a minimum expectation in our negotiations. They have not changed since 2011/12 during which time the costs associated with travel, including owning, insuring and maintaining a vehicle have risen substantially.

	First 10,000 miles in the tax year	Each mile over 10,000 miles in the tax year
Cars & Vans	45p per mile	25p per mile
Passenger on work journey	5p per mile	

- 2.1.1. We will seek to increase mileage allowances to 45p per mile.
- 2.1.2. We will seek to add an allowance of 5p per passenger per mile for work journeys to be paid to the driver in line with the HMRC allowances. [We will seek advice on the potential insurance implications here before actioning this point]
 - 2.1.2.1. We will seek to include a template clause which sets out that lift sharing is optional and entirely at the discretion of the musicians involved. Engagers have a duty of care to musicians offering and sharing lifts and should be proactive if they are aware of potential issues.
- 2.1.3. Where a musician is paid above these rates it is likely that the difference is taxable and members should seek tax advice if required.
- 2.2. For the vast majority of freelance musicians, their 'normal centre of employment' is their home and that travel should be payable from door to door.
 - 2.2.1. We will seek to remove initial milage clauses (i.e. 15 miles from musicians' normal centre of employment).
 - 2.2.2. We will seek to use a template clause regarding musicians centre of employment.
- 2.3. We do not believe travel banding systems are fair to musicians.
 - 2.3.1. We believe that pretending musicians begin their journey in the same place puts financial barriers in place which may be insurmountable to musicians from more disadvantaged backgrounds.
 - 2.3.2. We will seek to remove unfair travel banding systems from our agreements.

3. OUT OF POCKET EXPENSES

3.1. Where a member incurs a necessary expense in the course of traveling for work these should be covered by the engager.

3.1.1. These expenses may include but are not limited to:

- Congestion Charges
- Clean Air Charges
- Road Tolls
- Parking

3.2. Where preferential rates are offered to employed musicians, these rates should be extended to extras and deputies in line with our commitment to parity.

3.3. The engager will not ordinarily be expected to cover any penalty notices such as speeding tickets.

4. TRAVEL TIME

4.1. We recognise that musicians traveling for work may spend a good deal of time on journeys. In addition to the mileage payments discussed at 2 we believe it is important that musicians be compensated for that captive time – regardless of the mode of transport used.

4.2. We will seek to include a travel time payment in all of our agreements.

4.3. It is noted that our agreements currently use two models. The ABO / MU agreement includes a distance element payable per mile. The MU Opera and Ballet Rates set out a Distance Fee – in respect of time travelled. It is likely the latter is preferable.

4.4. Some calculations are provided below for discussion to gauge the correct level to begin negotiations.

Data Set	<u>Travel time measures for local 'A' Roads: Jan to Dec 23</u>	Average speed on the Strategic Road Network in England (taken from gov.uk)
Average mph reported	23.0	50.0
National Living Wage	£12.21	£12.21
Per mile rate	53p	24p

4.5. Where we are able to include payments for travel time, it is likely that musicians who are passengers in a car and share a lift with a colleague will only be eligible for the travel time element, not the mileage payment.

4.6. It is likely that travel time payments would be taxable and members should seek tax advice if required.

5. TRAIN TRAVEL AND OTHER PUBLIC TRANSPORT

- 5.1. Where a musician travels by train or by other public transport they will be reimbursed for the actual cost of the train ticket including any transaction fees.
- 5.2. Travel time will be payable on top of the cost of the ticket in line with 4.
- 5.3. If a musician is required to purchase a train ticket in advance to secure the best rate, they may, at their request, be reimbursed for that expense at that time.
- 5.4. If a work schedule is changed or work is cancelled, the musician will be reimbursed for non-recoverable expenses.
- 5.5. Where required, the cost of transporting larger instruments will be covered by the engager – for example, the cost of an extra seat for a cello.

6. ACTIVE TRAVEL

- 6.1. We recognise the benefits of active travel – be that walking, cycling or any other method of transport that does not involve an engine – where practical, safe and chosen by the musician.
- 6.2. These benefits include:
 - 6.2.1. Improved health and wellbeing
 - 6.2.2. A healthier environment
 - 6.2.3. Less carbon released
 - 6.2.4. Benefits to the orchestras local economy and community by using a more local workforce
- 6.3. We will seek to include in our collective agreements a payment of 20 pence per mile for miles cycled, in line with HMRC rates
 - 6.3.1. Travel time would be payable on top of the cycling rate in line with 4.

7. HEALTH AND SAFETY IMPLICATIONS

- 7.1. The MU will reinforce to engagers of orchestral musicians the duties they have under the 1974 Health and Safety at Work Act to all musicians regardless of employment status.
- 7.2. The MU will consider the examples set by the [Get Me Home Safely](#) campaign by Unite the Union and the [Safe Home](#) campaign by Equity in Northern Ireland.
- 7.3. Specifically we will encourage orchestras to:
 - 7.3.1. Undertake appropriate risk assessments for travel including rest periods and working hours
 - 7.3.2. Make clear the travel payments which are available to musicians and make sure they are easy to claim

- 7.3.3. Ensure that musicians are safe as they make their way to their onward travel
- 7.3.4. Offer to pay for accommodation where a musician can't get home safely after work in line with 8
- 7.3.5. Provide information to musicians in line with 9

8. ACCOMMODATION

- 8.1. Where an overnight stay is required during a patch of work, or after a piece of work where it would not be possible for a musician to safely make their way home or they would arrive home after 2am, safe and suitable accommodation which is single occupancy and of a minimum three star standard should be provided within a reasonable distance from the venue.
- 8.2. We will seek to use the ABO/MU figures as a baseline for accommodation costs. In 2025-26 that would be £80 per night with a £35 supplement where the engagement is inside the M25.
- 8.3. We will seek to insert the best practice clause from the ABO/MU agreement which says that where a musician is unable to find suitable accommodation within those price bands the orchestra will pay the actual costs.

9. PROVISION OF INFORMATION

- 9.1. We will encourage orchestras to provide information to all musicians, but especially freelance musicians, which will help them travel safely to and from work.
- 9.2. This may include but will not be limited to:
 - 9.2.1. Details of public transport links
 - 9.2.2. Parking facilities and drop off points
 - 9.2.3. Accessible parking if required
 - 9.2.4. Reputable taxi firms
 - 9.2.5. Electric Vehicle charging points
 - 9.2.6. Cycle parking
 - 9.2.7. Availability of showering facilities if musicians have cycled
 - 9.2.8. Which door to use to get in to and out of the venue
 - 9.2.9. What facilities exist for the transport of heavy instruments and / or equipment e.g. lifts, trolleys etc
 - 9.2.10. Step free access
 - 9.2.11. Key contacts within orchestra management and within the orchestra itself including the MU Steward and MU Health & Safety Rep where relevant
 - 9.2.12. What catering facilities will be available and how to access them
- 9.3. Where preferential rates are offered to employed musicians, these rates should be extended to extras and deputies in line with our commitment to parity. These preferential rates might include parking, use of on site canteen facilities etc.
- 9.4. We will encourage the use of What3words or similar to provide accurate location information where possible.

- 9.5. The Orchestras team will continue their ongoing work on a Freelancers Pack to be used as a best practice resource.

10. RELEVANT LEGAL ADVICE

- 10.1. In preparing this policy the following legal advice was received:

What I would say as a general comment is that whatever is within these collective agreements has very little impact in relation to the tax treatment of these expenses. So it would be unwise for your Members to assume that, because the Agreement provides for a reimbursement or allowance in certain circumstances, that receipt will be tax free. And conversely, just because the allowance might be restricted in certain circumstances, that does not preclude your Members making an additional claim to tax relief, if the tax conditions are met.

It is quite difficult to generalise and you may have situations where two Members with apparently similar circumstances would be treated differently for tax purposes.

- 10.2. This policy has been prepared to provide a framework for Officials in Collective Bargaining. It is important that individual musicians seek tax advice from an expert who can consider their individual circumstances.