



# Freelance Orchestral Agreement 2023/24



## 1. PREAMBLE

These Terms and Conditions have been agreed between Making Music and the Musicians' Union, each recognising the other to be the appropriate body to negotiate on behalf of its members. They shall be regarded as having come into force on 1st July 2023 remaining in force for a minimum of 12 months and shall govern the freelance engagement of professional musicians for orchestral, choral and other similar concerts by ensembles in membership of Making Music. A professional musician shall be defined as a musician who relies on all or the majority of their income from instrumental performance. Fees for a professional musician engaged as Orchestra Leader or Soloist, as well as musicians who do not rely on music making as their principal income will be subject to individual agreement.

## 2. FREELANCE CONCERT RATES

- (a) The following shall be the agreed guideline minimum rate to be paid for the services of a professional player for a concert of up to three hours in length with a rehearsal of up to three hours in length on the same day, each including an interval of not less than fifteen minutes. Exceptionally, in the case of the performance of a work normally played without an interval, and where no interval takes place, fifteen minutes shall be added to the length of the performance and, if this brings the performance time to more than three hours, overtime payments shall be made in accordance with Clause 4 of these Terms and Conditions.

Tutti	<b>£122.58</b>
Sub-Principals	<b>£129.58</b>
Principals	<b>£138.92</b>

- (b) If there is no rehearsal on a concert day and the only rehearsal is on a different day, 10% shall be added to the overall fee (e.g. £138.92 + 10% = £152.81). The single extra rehearsal rate in Clause 3 would then not apply.

These fees are inclusive of a travel allowance payment of 15 miles as per clause 6 and a holiday pay contribution of 12.1%.

For grading list of Principal/Sub-Principal and Tutti positions, see Appendix A.

For the purposes of these Terms and Conditions, the finishing time of a concert is defined as the time at which the leader (or equivalent) finally leaves the concert platform after the final item.

There shall be no restrictions on the music that a musician may be asked to play at a rehearsal, providing that the music to be rehearsed is already scheduled for inclusion in a concert governed by the Terms and Conditions of this Agreement.

## 3. EXTRA REHEARSALS

- (a) One-half of the appropriate concert fee, as defined in Clause 2 above, shall be paid for an extra rehearsal of up to three hours in length **if on the same day as a concert**.
- (b) When the only working period offered **on a day other than a concert day** is a single extra rehearsal (with or without overtime), 60% of the appropriate concert fee shall be paid, together with any additional payments due under Clauses 5-8 of these Terms and Conditions.

## 4. OVERTIME

A musician can be asked to play for more than 6 hours as per Clause 2 or 3 hours as per Clause 3, but this would have to be with the musician's consent, including discussion about how much this should increase the fee for the engagement. Overtime is often quantified as time and a half, pro-rate to the fee.

## **5. DOUBLING**

Where a musician is required to play more than one instrument, this must be by prior agreement, but as a guideline each additional instrument should raise the fee by £10. For example, a piccolo player doubling on flute would receive this payment.

For percussion instruments in orchestras, each part as written is considered a separate instrument; therefore if a player is required to play more than one part (e.g. due to lack of available players or for budgetary reasons), a doubling fee is payable. In wind bands, a doubling fee would apply if a percussionist is required to combine more than one part.

In any case, where a musician offered an engagement thinks a doubling fee should apply, the engager should discuss this directly with them in advance. Engagers should consider doubling when setting their budgets and prior to offering engagements, and should be willing to discuss the matter with the musician.

## **6. TRAVELLING ALLOWANCES**

If the engagement is for a concert or rehearsal at a venue which is over fifteen miles from the musicians home (their recognised centre of employment) and alternative transport is not provided and paid for by the engager, a travelling allowance of **45p per mile** (set to mirror the current HMRC approved rate) shall be paid for all miles necessarily travelled in reaching, fulfilling and returning from the engagement.

A Musician who will incur significant travel costs outwith the above should make this known in advance, in order that the musician and engager agree an appropriate expense payment.

## **7. SUBSISTENCE**

### *(a) Overnight Stay*

If the engagement involves an overnight stay and suitable accommodation is not provided by the engager, arrangements must be made by prior agreement with the musician to pay for their reasonable overnight costs. If the musician is able to return to their recognised centre of employment but their return is between midnight and 2am, the following additional one-off payments shall be made by the engager:

- Return between midnight and 12.30am     **£5.40**
- Return between 12.30am and 1.00am     **£10.74**
- Return between 1.00am and 2.00am     **£16.13**

'Time of return' is defined with reference to the musician's time of departure from the rehearsal or concert venue, the distance to be travelled to the musician's normal centre of employment, and an average speed of travel of 50mph. The time of departure is deemed to be fifteen minutes after the finishing time of the concert or rehearsal, as defined in Clause 2 above.

### *(b) Early Call*

If the engagement involves the musician departing their recognised centre of employment before 8.30am, the following additional one-off payments shall be made by the engager:

- Departure between 8am and 8.30am     **£5.40**
- Departure between 7.30am and 8am     **£10.74**
- Departure between 6am and 7.30am     **£16.13**

If a musician's departure time is defined as being before 6.00am, the early call payment shall be replaced by an overnight stay payment, calculated at the rate applicable to the musician's destination.

## **8. Porterage**

Porterage is a contribution towards the extra time, effort and additional costs associated with the transportation of large, heavy or multiple instruments in order to fulfil an engagement. Porterage groups are determined by whether a large or heavy instrument can reasonably be carried on public transport (for example 'Cello, Contra Bassoon, Tuba

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etc), or whether it requires transportation by a standard-sized car (e.g. Double Bass, Electric/Bass Guitar) or larger vehicle (e.g. Harp, Timps, Percussion Instruments, Kit Drums). On this basis, musicians who incur greater costs should receive an additional contribution towards the outlay involved in running a car or van, and the time/effort involved in loading and unloading

These larger or multiple instruments should by prior agreement be factored into an appropriate payment. For example, average standard payments for Double Bass, Electric/Bass Guitar are £19.62 (£23.98 inside London Congestion Zone). Contra Bassoon, Bass Saxophone or Tuba £16.35, and Cello, multiple wind or brass instruments £10.90.

Harp, Kit Drums, multiple percussion instruments, Timps, Organ/Keyboard should all be by individual agreement with the player concerned.

A full portage payment shall be due for each day of an engagement, except where the engager has made safe provision for a musician to leave his/her instruments in situ overnight at a rehearsal or concert venue which has been used for the final call of the day, and which is also to be used for the first call of the following day. The engager must guarantee the security of the storage area and ensure that adequate insurance cover is in place in case of loss.

The engager will use his/her best endeavours to ensure that the venue will provide parking facilities for those transporting large or heavy instruments by car.

### **9. Electronic Instruments**

Instruments and devices incorporating pre-recorded sounds or producing sounds by electronic means are not to be used to replace or reduce the employment of conventional instrumentalists on engagements carried out under these Terms and Conditions where conventional instrumentalists may be reasonably or traditionally expected to be used.

### **10 Broadcasts and Recordings**

With exception of the provisions for Electronic Press Kit (EPK) that appear below, acceptance of a live engagement does not place the musician under any obligation to permit his/her performance to be broadcast or recorded. Any proposed broadcast or recording must be specifically agreed in advance between the engager and the Musician unless its use is for an EPK. Separate collective Agreements are in place between broadcasting and recording companies and the Union. Media engagement fees are payable for such recordings or broadcasts in addition to the fees for live engagements.

Musicians engaged under this Agreement will permit the engager to record sections of rehearsal and performance in sound and vision or in sound only for no additional fee in order to produce an EPK. The engager will inform the Musician of the intention to produce an EPK recording at the time of engagement. The recorded excerpts used in the EPK must not include any musical piece in its entirety, however short, and will have a maximum duration in aggregate of 10 minutes. Audio/visual recordings of such excerpts should, where possible, be watermarked throughout their duration to deter unauthorised uses. EPK recordings may be used for promotional purposes only and may include free and for non-commercial presentation by the engager to promote ticket sales for the concert(s) for which the Musician has been engaged under this Agreement. EPK recordings may also be used by third parties such as tourist boards and government agencies to promote the venue or city in which the concert(s) will take place.

Archive/Reference Recordings – Musicians agree that their performance may be recorded for archive and reference purposes as long as the recording is only of the standard necessary for reference. Any commercial use made of the recording shall attract payment at the current MU/Industry rates in force at that time.

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

### **11. Health & Safety**

The engager shall use his/her best endeavours to safeguard the health, safety and welfare of musicians engaged under this Agreement. Musicians engaged under this Agreement will take all reasonable care to ensure that they do not

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endanger themselves or anyone else who may be affected by any activity undertaken in the performance of their engagement and will co-operate with the engager in meeting health and safety requirements.

Musicians engaged under this agreement will take all reasonable care to ensure that they do not endanger themselves whilst travelling to and from engagements.

## **12. Delayed Payment**

The Engager will inform musicians at the time of the engagement of the intended date of payment of all fees and ancillary payments properly due. The Engager will use his best endeavours to make payment to the musician, or credited to the musicians' bank account, no later than 30 days after the engagement or at the next regular scheduled date for payment runs.

## **13. Force Majeure**

The obligations of the engager and the musician under this agreement shall be suspended and unenforceable for so long as any of the circumstances specified as Force Majeure make it impossible or impractical. Force Majeure shall be deemed as an act or event beyond the reasonable control of the engager or the musician, against which it is impossible or commercially unfeasible to insure or to claim compensation from a third party for, caused by:

- a) lightning, flood, storm, earthquake or any other unpredictable freak of nature,
- b) fire, explosion, accident, epidemic,
- c) strike, lockout or other industrial dispute on the part of persons employed by any person who is not a party to this agreement
- d) riot, war or acts of terrorism
- e) any act of government or other competent authority
- f) any other circumstance beyond the reasonable control of the engager or the musician and which are not caused by either the management or the musician

## **14. Disputes**

Should any dispute arise in the interpretation of the Agreement, which cannot be settled at local level, it shall at once be referred to the Chief Executive of Making Music and the Assistant General Secretary of the Musicians' Union, who shall meet as soon as possible and in any case within twenty days of the referral. If they are unable to agree, the matter shall be referred to a single arbitrator, being a person of standing acceptable to both parties. If agreement of an arbitrator cannot be reached within seven days the procedures shall be regarded as exhausted.

## **15. Duration**

These Terms and Conditions shall remain in force until 30th June 2023, unless they are superseded by further agreements.

### **Barbara Eifler**

Chief Executive, Making Music

Date: 3 July 2023

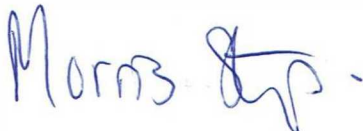


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### **Morris Stemp**

Orchestras Official, Musicians' Union

Date: 3 July 2023



**APPENDIX - A**

**1<sup>st</sup> Violins**

Number 1	Leader
Number 2	P
Number 3	P
Number 4	Sub P
Number 5	T
Number 6	T
Number 7	T
Number 8	T
Number 9	T
Number 10	T
Number 11	T
Number 12	T
Number 13	T
Number 14	T

**2<sup>nd</sup> Violins**

Number 1	P
Number 2	Sub P
Number 3	Sub P
Number 4	T
Number 5	T
Number 6	T
Number 7	T
Number 8	T
Number 9	T
Number 10	T
Number 11	T
Number 12	T

**Violas**

Number 1	P
Number 2	Sub P
Number 3	Sub P
Number 4	T
Number 5	T
Number 6	T
Number 7	T
Number 8	T
Number 9	T
Number 10	T

**Cellos**

Number 1	P
Number 2	Sub P
Number 3	T
Number 4	T
Number 5	T
Number 6	T
Number 7	T
Number 8	T

**Double Basses**

Number 1	P
Number 2	Sub P
Number 3	T
Number 4	T
Number 5	T
Number 6	T

First Flute	P
Second Flute	Sub P
Third Flute etc	Sub P
Piccolo	P
Second Piccolo	Sub P

First Oboe	P
Second Oboe	Sub P
Third Oboe etc	Sub P
Cor Anglais	P

First Clarinet	P
Second Clarinet	Sub P
Third Clarinet etc	Sub P
Bass Clarinet	P
Saxes	P

First Bassoon	P
Second Bassoon	Sub P
Third Bassoon etc	Sub P
Contra	P

First Horn	P
Second Horn	Sub P
Third Horn	P
Fourth Horn	Sub P
Fifth Horn etc	Sub P

First Trumpet	P
Second Trumpet	Sub P
Third Trumpet	Sub P
Fourth Trumpet etc	Sub P

First Trombone	P
Second Trombone	Sub P
Bass Trombone	P
Third Tenor / Second Bass etc	Sub P

Tuba / Cimbasso	P
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First Percussion	P
Second Percussion	Sub P
Third Percussion etc	Sub P
Timpani	P
Second Timpani	P
Kit	P

Harp	P
Second Harp etc	Sub P

Piano	P/Sub P*
Celeste	P/Sub P*
Organ	P/Sub P*

Harpsichord	P/Sub P
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Off Stage / Stage bands	
1 <sup>st</sup> Players	P
Others	Sub P

Bumping	P
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\* depending upon contribution