

Agreement between Sinfonia Cymru and the Musicians' Union for the engagement of Freelancers by Sinfonia Cymru, 2023-2024

1. Context

- 1.1 Sinfonia Cymru is a professional music organisation which engages musicians in the early stages of their careers, fostering and supporting their development by providing opportunities to take part in a variety of projects in locations across Wales and beyond.
- 1.2 The Musicians' Union (the MU or Union) is the body which represents the interests of musicians across all genres and negotiates terms and conditions on their behalf. Of particular relevance to this Agreement is the annual negotiation between the MU and the Association of British Orchestras (the ABO) on which this Agreement is based.
- 1.3 The Musician (or Musicians) is any musician engaged by Sinfonia Cymru under the terms and conditions of this Agreement.
- 1.4 This Agreement shall be regarded as having come into force at the start of Sinfonia Cymru's 2023-2024 Season, defined as 1 October 2023 and shall govern the engagement of freelance musicians by Sinfonia Cymru for orchestral and chamber concerts, and schools and community projects.

2. Fees

- 2.1 By agreement between the ABO and MU, Sinfonia Cymru is classed as a Category 2 orchestra. By choice, Sinfonia Cymru has adopted the Principal fees defined for Category 2 as its minimum rate for all activity.
- 2.2 Any engagement with Sinfonia Cymru may contain one or more of the following categories of activity:
- (i) A **Rehearsal Day** consists of two rehearsal sessions of up to 3 hours on the same day, with a minimum break of one hour after the first rehearsal.
 - (ii) An **Ensemble Performance** is a public performance of up to 3 hours and one rehearsal of up to 3 hours on the same day as part of a project led by a designated director, as defined by Sinfonia Cymru prior to booking.
 - (iii) A **Chamber Performance** may be one of the following:
 - (a) a public performance of up to 3 hours and one rehearsal of up to 3 hours on the same day as part of a project where there is no designated director, as defined by Sinfonia Cymru prior to booking.
 - (b) up to two public performances of up to two hours plus a rehearsal/balance call preceding each performance, with no more than six hours of work scheduled within a single day as part of a project where there is no designated director, as defined by Sinfonia Cymru prior to booking.
 - (iv) **School Workshops** consist of a six-hour period of workshops delivered to a school either on or off-site, inclusive of a break of at least one hour.
 - (v) An **Education Performance** is two performances to an audience of schools and their associates (including but not limited to parents of children) with or without rehearsal within a six-hour period that includes of a break of at least one hour.

- 2.3 A third rehearsal session of up to three hours in length may be added to any day, in which case an additional 50% of the appropriate fee will be paid.
- 2.4 When only a single rehearsal of 3 hours is scheduled on a day without an Ensemble or Chamber performance, then 60% of the fee shall be paid.
- 2.5 When three hours of school workshops or one education performance within a three-hour period is scheduled on a day, then 60% of the fee shall be paid.
- 2.6 When a session exceeds its time limit, overtime shall be paid at a rate of 12.5% for each half-hour that a day where 100% of the fee is being paid, up to a maximum of one hour. For days where 60% of the fee is being paid, 25% of that 60% fee is payable for each half-hour, up to a maximum of one hour.
- 2.7 From 1 October 2023, the fees and their applicable proportions set out in Table 1 will apply to the categories defined in clause 2.2:

Table 1

Activity Type	100%	60%	50%	25%	12.5%
Rehearsal Day	£146.54	£87.92	£73.27	£36.64	£18.32
Ensemble Performance	£146.54	n/a	£73.27	n/a	£18.32
Chamber Performance	£184.00	n/a	£92.00	n/a	£23.00
School Workshops	£146.54	£87.92	£73.27	£36.64	£18.32
Education Performance	£146.54	£87.92	£73.27	£36.64	£18.32

- 2.8 Sinfonia Cymru reserves the right to agree with a Musician fees not defined in this Agreement for activity that does not meet the definitions in clause 2.2.
- 2.9 Each three-hour session in a day of Rehearsal, Ensemble Performance or Chamber Performance shall include a break of not less than 15 minutes. Where possible the break should come within the second hour of a three-hour session. In the case of a performance which takes place without an interval, the performance shall be no longer than 2 hours 45 minutes, otherwise overtime shall be due in accordance with clause 2.6.
- 2.10 All fees include a holiday pay contribution of 12%.
- 2.11 Doubling fees:
- (i) If a musician is required to play more than one instrument, or is specifically requested to bring to a rehearsal or concert more than one instrument, an additional 10% of the fee is payable for each additional instrument. A musician shall not be required to play more than three instruments in any session.
 - (ii) A doubling fee is not payable when a Chamber Performance rate is being paid.
 - (iii) For doubling, keyboard and percussion instruments are divided into the sub-groups defined in Table 2. Doubling fees are not payable for playing more than one instrument from the same sub-group.

Table 2

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

2.12 For days with no scheduled activity during a tour or residency, 50% of the Musician's fee shall be payable in addition to all other relevant payments in this Agreement. This includes the first day of an engagement but the final day of a tour is excluded when the return time to the Musician's home is before 13:00. Return time is based on a nominal departure time of 07:30, using the shortest route defined by the AA with an average travel speed of 50mph.

3. Professional Development

3.1 Sinfonia Cymru is dedicated to the professional development of the Musicians it engages and will sometimes include sessions dedicated to professional development during engagements.

3.2 Where these sessions do not require the Musician to rehearse or perform music associated with the engagement, Sinfonia Cymru reserves the right to schedule development sessions of up to three hours on any rehearsal day of two three-hour sessions without additional payment, provided that no extra rehearsal or overtime is scheduled.

4. Travelling to and from an engagement

4.1 Sinfonia Cymru is a touring organisation that rehearses and performs in venues across Wales and beyond. Any base is decided on a project-by-project basis; where it is not convenient to do so, projects will not start and finish in the same location.

4.2 The Musician is required to organise and purchase their travel to and from each engagement; information for exact arrangements necessary for the Musician to do this will be provided as soon as possible and the Musician may be required to travel to an initial convenient location, with onward travel to the final destination organised by Sinfonia Cymru.

4.3 When travel by rail is possible, travel expenses to and from the engagement will be reimbursed up to the cost of a standard class rail fare with a Railcard discount of one-third of the full price applied on eligible fares. The Musician is required to provide proof of purchase of all tickets.

4.4 When a project's location requires travel by car, an allowance of 38p per mile will be paid to the driver, the distance being determined by the shortest route recommended by the AA.

4.5 When the Musician's home base is within 15 miles of the designated rehearsal or performance base travel expenses to and from the engagement will not be paid.

4.6 When the Musician is travelling from outside Great Britain travel expenses will be paid from the port of entry into the UK. The Musician must agree to specific arrangements in advance with Sinfonia Cymru before accepting an engagement.

5. Travel during engagements

5.1 When Sinfonia Cymru provides transport by road between venues during an engagement, travel will be limited to 250 miles in any single day.

5.2 When transport between venues is not provided or offered by Sinfonia Cymru and rail travel is possible, expenses will be reimbursed on receipt of proof of purchase up to a maximum of the cost of a standard class rail ticket with a Railcard discount of one-third the full price applied on eligible fares.

5.3 When transport between venues is not provided or offered by Sinfonia Cymru and rail travel is not possible, an allowance of 38p per mile will be paid to the driver only, the distance being determined by the shortest route recommended by the AA.

5.4 Arrival at accommodation after midnight is defined as a late return, with the time of arrival defined as

- (i) The arrival time recorded by Sinfonia Cymru when transport is provided;
- (ii) The arrival time stipulated when completing the journey by the shortest route defined by the AA at an average speed of 50mph if transport is not provided.

5.5 In the event of a late return as defined in clause 5.4, the following additional payments shall be made to the Musician as part of their fee:

- (i) Return between midnight and 00:30 £5.25
- (ii) Return between 00:30 and 01:00 £10.50
- (iii) Return between 01:00 and 02:00 £15.75

5.6 When a call time is scheduled before 08:30, an early call payment shall be made, calculated at £3.50 for each half hour or part half hour prior to 08:30, with a minimum payment of £7.00.

5.7 Payments for late return or early calls only apply during an engagement and not to a Musician's travel to or from the engagement: and Sinfonia Cymru will always endeavour to ensure the schedule allows for reasonable departure / arrival times be individual negotiation. However, if the schedule the Musician is required to depart the home address provided to Sinfonia Cymru before 06:00 to travel to an engagement, or arrive at that address after 02:00 when travelling from an engagement, Sinfonia Cymru will offer the Musician accommodation in accordance with the relevant requirements in section 6.

6. Accommodation and subsistence

6.1 Sinfonia Cymru will make every endeavour to provide accommodation, except when the Musician's home address provided to Sinfonia Cymru is within 15 miles of the venue.

6.2 Accommodation will be provided in good standard hotels in either single- or twin-occupancy rooms, with a full hot breakfast provided when possible. Sinfonia Cymru may also provide full board.

6.3 When full board is not provided, Sinfonia Cymru will pay a touring supplement of £23, except when only breakfast is provided when a supplement of £13 will be paid; this applies to all days where accommodation has been provided by Sinfonia Cymru the night prior.

6.4 Sinfonia Cymru will not provide accommodation the night prior to the first day of an engagement except under the circumstances described in clause 5.7.

6.5 The Musician has a responsibility to confirm their accommodation needs in good time so that Sinfonia Cymru can secure the best rates.

6.6 In the event that Sinfonia Cymru does not provide accommodation, a payment of £70.00 will be made to the Musician as part of their fee, in addition to the payment defined in clause 6.3 where relevant.

7. Porterage

7.1 Porterage is a contribution towards the extra time, effort and costs associated with transporting large or heavy instruments.

7.2 Porterage groups are defined in Table 3 and are determined by whether a large or heavy instrument can reasonably be carried on public transport or whether it needs a standard-size car or larger vehicle. On this basis, Group A, below, reflects the contribution towards running the car and the time and effort involved in loading and unloading.

7.3 A full porterage payment shall be due for each day of an engagement, except where Sinfonia Cymru has made safe provision for a musician to leave instruments in situ overnight at a rehearsal or concert venue which has been used for the final call of the day, and which is also to be used for the first call of the following day. In this latter case, one porterage payment shall not be paid for each night during which the instrument is left at the venue. Sinfonia Cymru must guarantee the security of the storage area and ensure that adequate insurance cover is in place in case of loss.

7.4 For Group A and Group B porterage the following payments will apply:

- (i) Full porterage payment for a get-in/get-out at a single venue on the same day;
- (ii) Full porterage payment for the day of the get-in and another full payment for the get-out when the instrument is left at a venue overnight;
- (iii) If a musician is required to transport their instrument between multiple venues at separate locations on a single day an additional 50% porterage should be paid for each additional venue.

7.5 A porterage payment shall not be paid when Sinfonia Cymru makes arrangements to transport the instruments unless the Musician is required to bring the instruments to a pick-up point nominated by Sinfonia Cymru, in which latter case porterage payments shall be due in full.

7.6 Sinfonia Cymru will use its best endeavours to ensure that the venue will provide parking facilities for those transporting large or heavy instruments by car, but will not cover the costs of any parking charges.

7.7 Any additional costs of hiring instruments or transport for large or heavy instruments will be subject to negotiation.

7.8 In cases where air travel is provided for UK or foreign touring Sinfonia Cymru will discuss and agree arrangements with the Musician.

7.9 The rates for each group are defined in Table 3.

Table 3

Group A	Double Bass Electric Guitar Electric Bass Guitar	£ 19.50
Group B	Bass Saxophone Contra Bassoon Tuba	£ 16.00
Group C	Bass Clarinet plus one other wind instrument Baritone Saxophone Trombone plus one other brass instrument French Horn plus one other brass instrument 2 saxophones Cello	£ 12.00
Group D	Harp Kit Drums Percussion Timpani Organ Electronic Keyboards	Subject to individual negotiation

8. Electronic Instruments

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

9. Recording and Media

9.1 When engaged under this Agreement, the Musician permits Sinfonia Cymru to make audio and/or audiovisual recordings, with musicians in or out of vision, of any rehearsal, performance, or session designated for producing recorded material.

9.2 The following uses are defined:

(i) **Archival use**

(a) Any audio or audiovisual recording may be retained by Sinfonia Cymru in perpetuity for archival use. These shall be only shared externally with the following partners, with Sinfonia Cymru retaining responsibility for the prevention of any unauthorised use by external individuals or organisations:

- a. Featured composers or musicians, for their own private study purposes;
- b. Co-commissioning, co-producing, and/or co-presenting organisations or individuals;
- c. Funding organisations, for reporting or as part of a funding proposal;

- d. Educational institutions, for education;
- e. Potential partners to secure future work.

(b) Sinfonia Cymru reserves the right to use any archival recording for promotional purposes in accordance with part (a)(ii) of this clause.

(ii) **Promotional Use**

- (a) Material may be taken from any recording for use by Sinfonia Cymru for promotional purposes.
- (b) The material must be no longer than 20 minutes with no single piece used in its entirety.
- (c) Sinfonia Cymru may share recordings for promotional use by third parties that have a direct connection with the promotion and will inform those third parties that they are bound by the same restriction defined in (b).
- (d) Recordings may also be used as part of a documentary programme aimed at increasing Sinfonia Cymru's profile, providing that material adheres to the restrictions defined in (b).

(iii) **Digital Content**

- (a) With notice of least 14 days prior to the relevant engagement when recording will take place, Sinfonia Cymru may for the duration of this agreement acquire the rights to use up to sixteen audio or audiovisual recordings of any session type in all media, in perpetuity, worldwide without additional payment, provided recordings are specifically produced under Sinfonia Cymru's auspices and are excluded from commercial use and use by third parties, with Sinfonia Cymru retaining copyright in the recording.
- (b) Each recording will consist of no more than 20 minutes of recorded material from a single three-hour session of any type.
- (c) More than one recording may be made for this purpose within a single engagement.
- (d) Sinfonia Cymru will obtain a written agreement of notification for recording using the form in Appendix...
- (e) Sinfonia Cymru reserve the right to also use any recording designated for Digital Content for promotional purposes in accordance with part (ii) of this clause.
- (f) Any further use of a recording designated for Digital Content in its entirety for synchronisation, commercial purposes or use by third parties will be subject to the negotiations of additional payment as set out in part (iv) of this clause, including but not limited to the collection of secondary payments by the Musicians' Union for distribution as royalties to the Musician by usual means. Sinfonia Cymru will collect the necessary information from the Musician at the point of recording to facilitate this distribution using the form in Appendix... .
- (g) Any recording made in addition to the allocation defined in (a) will be subject to limitations defined in parts (i), (ii) and (iv) of this clause.

(iv) **Commercial Recording & Broadcast**

- (a) For the recording or broadcast of sessions where usage is not covered by (i)-(iii), Sinfonia Cymru will adopt the relevant Collective Agreements (e.g. MU/BPI; MU/PACT; MU/BBC), in which case Sinfonia Cymru will share the details of that Agreement with the Musician and inform them which parts of this Agreement still apply to the engagement.
- (b) In the case where no Collective Agreement applies, Sinfonia Cymru will negotiate appropriate financial remuneration for musicians with the Union on a case-by-case basis where existing Collective Agreements do not apply.
- (c) Where a third party (for example a festival, venue, or guest artist) wishes to commission and retain the copyright in a recording, Sinfonia Cymru will ensure that the Musicians are paid an appropriate additional fee either based on a relevant Collective Agreement or through negotiation with the Union.
- (d) Where a recording is made by a third party in partnership with Sinfonia Cymru and the third party agrees that the copyright in the recording will be held by Sinfonia Cymru, the recording may be used under the limitations set out in the uses defined above.

9.3 Sinfonia Cymru will notify the Musicians of the intention to record at the time of engagement or at the earliest possible time once confirmation of such recording has been received by Sinfonia Cymru.

9.4 Sinfonia Cymru will keep a record of participating Musicians for all projects that are recorded for whatever purpose, not limited to the use of the form in Appendix ..., so that this can be used to determine any future payment should the recording be subsequently used for commercial purposes. Sinfonia Cymru will provide all relevant records to the MU.

9.5 Recordings will not be used to evaluate the capabilities of any Musician engaged under this Agreement except at the Musician's request.

10. Overseas Touring

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

11. Health and Safety

- 11.1 Sinfonia Cymru will use its best endeavours to safeguard the health, safety, and welfare of Musicians engaged under this Agreement and will provide Musicians with information about how it is undertaking this responsibility for each engagement.
- 11.2 Musicians engaged under this Agreement must also ensure the health, safety and welfare of themselves and those around them in any activity undertaken in the performance of their engagement and will cooperate with the engager in meeting their health and safety obligations.

- 11.3 Under the Health and Safety at Work Act 1974 the primary responsibility of the welfare of Musicians working under this agreement lies with the engager. A risk assessment shall be carried out for all areas of concern to performers. Reference may be needed to specific health and safety legislation as part of your risk assessment procedure e.g. Control of Noise at Work Regulations; Electricity at Work Regulations.

12. Dignity at Work

- 12.1 Sinfonia Cymru is committed to treating all musicians fairly and with respect and will not discriminate on grounds of sex, gender reassignment, marital status (including civil partnerships), race, ethnic origin, colour, nationality, national origin, disability, sexual orientation, religion or age.
- 12.2 Sinfonia Cymru encourage any freelancer who feels that they have been unfairly treated, harassed or bullied, or who has witnessed any incident of this kind taking place, to make a complaint by contacting whichever of the following personnel associated with Sinfonia Cymru the Musician feels most comfortable; contact details will be provided as part of the information related to each engagement:
- (i) Chair of the Board;
 - (ii) Chief Executive Officer;
 - (iii) General Manager;
 - (iv) Concerts & Projects Manager;
 - (v) MU Representative;
 - (vi) Creative Associate.

13. Payment

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

14. Force Majeure

- 14.1 The obligations of Sinfonia Cymru and the Musician under this Agreement will be suspended and unenforceable for so long as any of the circumstances specified as Force Majeure make it impossible or impractical. Force Majeure is deemed as an act or event beyond the reasonable control of Sinfonia Cymru or the Musician, against which it is impossible or commercially unfeasible to insure or to claim compensation from a third party for, caused by:
- (i) lightning, flood, storm, earthquake, or any other unpredictable freak of nature;
 - (ii) fire, explosion, accident, epidemic or pandemic;
 - (iii) strike, lockout, or other industrial dispute on the part of the persons employed by any person who is not a party to this agreement;

- (iv) riot, war, or acts of terrorism;
- (v) any act of Government or competent authority;
- (vi) any other circumstance beyond the reasonable control of Sinfonia Cymru or the Musician and which is not caused by either Sinfonia Cymru or the Musician.

15. Disputes

15.1 Should any dispute arise in the interpretation of the Agreement which cannot be settled by Sinfonia Cymru itself, it shall at once be referred to the Director of the Association of British Orchestras and the Assistant General Secretary of the Musicians' Union, who shall meet as soon as possible and in any case within ten days of the referral. If they are unable to agree, the matter shall be referred to a single arbitrator, being a person of standing acceptable to both parties. If agreement of an arbitrator cannot be reached within seven days, the procedures shall be regarded as exhausted.

16. Duration

16.1 These terms and conditions shall remain in force until 30 September 2024. However, should the Agreement not have been renewed formally at that date it shall stay in force until the time of such renewal.

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Jo Laverty
National Organiser Orchestras
Musician's Union

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Caroline Tress
Chief Executive
Sinfonia Cymru