

## **1. Preamble**

These Terms and Conditions have been agreed between the Musician's Union and Sinfonia Viva, each recognising the other to be the appropriate body to negotiate on behalf of its members. They shall be regarded as having come into force on 1st October 2023 and shall govern the freelance engagement of musicians by Sinfonia Viva.

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

The following shall be the rates to be paid for concerts with Sinfonia Viva.

- (i) **Orchestral concerts** – A concert of up to three hours in length with a rehearsal of up to three hours in length on the same day
- (ii) **Short concerts** – A concert of up to 75 minutes with a rehearsal on the same day of up to three hours (session 1) plus a further rehearsal of up to 75 minutes in the same session as the performance (session 2). The spread of session 2 must be no longer than three hours and must include a break of at least 30 minutes between final rehearsal and concert.
- (iii) **Family/Community performances** – Where the focus of the performances are family or community audiences. Up to three presented performances (of no more than one hour each with no more than 45 minutes of music per performance) with a rehearsal of up to 90 minutes on the same day within a spread of 7 hours. To include a minimum of 45 minutes between rehearsals/performances with one break being at least 1 hour.

Exceptionally, in the case of the performance (in (i) Orchestral concerts only) 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.

Where a venue change is required between sessions on the same day, the time to transfer between venues must be either as part of the session time or in addition to the scheduled break between sessions. Any travel between venues must be paid as per clause 6 below.

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

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

Sub-principal	£136.85
Principal	£146.63
Section Principal	£160.03

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

Player Development training sessions are paid at Education/Outreach rates

**(b) Opera performance rates of pay**

For rehearsals and performances of fully staged opera runs, the following shall be the rate paid:

- (i) Single 3-hour rehearsal – 60% of the Concert rates in 2(a) above.
- (ii) Two rehearsals of up to 3 hours on the same day – The Concert Rates in 2(a) above.
- (iii) Dress rehearsal of up to 4 hours – 80% of the concert rates in 2(a) above
- (iv) Performances of up to 4 hours – 80% of the concert rates in 2(a) above

Rates (iii) and (iv) shall only be used for patches of work where there are at least two full days of prior rehearsals (ie Orchestral rehearsal and Sitzprobe) paid at 100% concert Rates as shown in (2(a)). For performances with less prior rehearsal, the dress rehearsal and performances shall be paid at 100%.

Overtime on Opera performances shall be paid in accordance with clause 4 below.

**(c) Education/Outreach Rates of Pay**

The following shall be the rate paid:

- |  |         |
|--|---------|
| (i) Single session                                   | £121.91 |
| (ii) Full day  | £172.05 |
| (iii) Extra session on rehearsal and performance day | £121.91 |

For performances involving an education/outreach element:

- (iv) One concert with or without rehearsal and contained within a spread of three hours - 60% of the appropriate concert rate day fee.
- (v) Two concerts with or without rehearsal and contained within a spread of six hours - the appropriate concert rate day fee.
- (vi) For performances in 2(a)(iii) where there is an element of individual/small group activities such as instrument demonstration / interactive activities with the audience the appropriate Education/outreach fee shall be paid.
- (v) Online meetings or training sessions of up to 90 minutes where the musician can attend from home, 25% of the full day Education/Outreach fee
- (vi) Where a musician is requested to step up and lead a session without a workshop leader being present, an enhanced fee shall be paid, equivalent to a Chamber fee, as outlined in 2(d)

**(d) Chamber rates**

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

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

Or

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

Chamber work: £203.16

Chamber work single session: £121.91

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

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

### **3(a) Extra Rehearsals**

One-half of the appropriate concert fee, as defined in Clause 2(a) above, shall be paid for an extra rehearsal of up to three hours in length on the same day.

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

When the only working period offered by the Orchestra on a day other than a concert day is a single extra rehearsal (with or without overtime), 60% of the appropriate concert fee, as defined in Clause 2(a), shall be paid, together with any additional payments due under Clauses 5-8 of these Terms and Conditions.

## **4. Overtime**

Overtime for any work shall be paid at time-and-a-half for each half-hour or part thereof up to a maximum of one hour.

## **5. Doubling**

Where a musician is required to play more than one instrument or is specifically requested to bring to a rehearsal or concert more than one instrument, an additional payment of 15% of the musician's fee shall be made in respect of each additional instrument. A musician shall not be required to play more than three instruments in any session. Doubling fees shall be calculated with reference to the musician's actual performing fee. Doubling fees are not payable on any other ancillary payment.

Keyboard and percussion instruments are regarded as divided into the following sub-groups, and doubling fees will not be payable for playing more than one instrument within the same sub-group:

### **(a) Keyboard Instruments:**

- (i) Piano
- (ii) Celeste, dulcitone
- (iii) Organ, harmonium, multitone, mustel organ
- (iv) Harpsichord, spinet, clavichord, virginals

### **(b) Percussion Instruments:**

- (i) Tuned (mallet) instruments
- (ii) Latin American and world percussion instruments
- (iii) Non tuned standard orchestra percussion instruments

- (iv) Timpani (up to four drums)
- (v) Drum Kit

## **6. Soloist fees**

**(a)** Where a musician is engaged to perform a concerto or major solo work with the orchestra, a soloist fee shall be paid by negotiation (with a minimum fee of £400) per performance. If they play within the orchestra for any part of the remaining programme, the appropriate concert fees as defined in clause 2 above apply in addition to the soloist fee.

**(b)** Where a musician is engaged to perform works with a prominent solo feature throughout and/or where they may be required to perform from the front of the orchestra, a soloist supplement shall be paid by negotiation (with a minimum of £50) in addition to the concert rates as defined in clause 2 above.

**(c)** If such a work is being performed as part of a community/family performance and fees are being paid in accordance with 2(a)(iii) or 2(c)(v or vi) then the supplement shall be deemed to be payable per day not per performance.

## **7. Travelling Allowances**

**(a)** The fees outlined in section 2 above include the first 15 miles (30 return) of travel. For all subsequent travel from the recognised central point of the musician's normal centre of employment, and where alternative transport is not provided and paid for by the engager, a travelling allowance of 38p per mile shall be paid for all miles necessarily travelled on land in reaching, fulfilling and returning from the engagement, plus any unavoidable tolls, tunnel/bridge and congestion charges necessary to complete the journey. 'Alternative transport' shall not include the shared use of another musician's car.

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

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

## **8. Subsistence**

### **(a) Overnight Stay**

If the engagement involves an overnight stay and suitable accommodation is not provided by the engager, or if the time of return to the musician's normal centre of employment as defined in Clause 8(b) below is after 2am, a payment of £70.00 for bed and breakfast shall be made, plus a supplement of £25.00 when the engagement is within the area bounded by the M25 motorway. For the purposes of this clause, 'suitable accommodation' shall be defined as three-star or equivalent grade hotel, as available, with full breakfast, and single room accommodation as available and if required by the musician.

**(b) Payment for Late Return**

When the musician's time of return to his/her normal centre of employment is between midnight and 2am, the following additional payments shall be made by the engager:

Return between midnight and 12.30am	£5.25
Return between 12.30am and 1.00am	£10.50
Return between 1.00am and 2.00am	£15.75

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

**(c) Payment for Early Call**

When a musician is required to depart from his/her normal centre of employment before 8.30am, and/or to be present at a concert or rehearsal before 8.30am, an early call payment shall be made, calculated at the rate of £3.50 per half hour or part thereof, subject to a minimum of £7.00, for all necessary travelling or working time prior to 8.30am. The time of departure from the musician's normal centre of employment is defined with reference to the contracted commencement time of the concert or rehearsal, the distance to be travelled from the recognised central point of the musician's normal centre of employment, and an average speed of travel of 50mph.

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

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

**9. Porterage**

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

<b>Group A</b>	<u>Payment £19.50</u> Electric Guitar Double Bass
<b>Group B</b>	<u>Payment £16.00</u> Contra Bassoon Bass Saxophone Tuba
<b>Group C</b>	<u>Payment £11.50</u>

Bass clarinet plus one additional wind instrument  
Baritone Saxophone  
Trombone plus one other brass instrument  
French horn plus one other brass instrument  
2 Saxophones  
'Cello

**Group D** Porterage rates for these instruments are subject to individual negotiation:

Percussion instruments  
Kit Drums  
Timpani  
Organ  
Electronic keyboards  
Harp

A full porterage payment shall be due for each day of an engagement, except where a musician chooses to leave his/her instruments in situ overnight at a rehearsal or concert venue which has been used for the final call of the day, and which is also to be used for the first call of the following day. In this latter case, one porterage payment shall not be paid for each night during which the instrument is left at the venue. Percussion porterage in these circumstances is by individual negotiation. The venue concerned must be secure. Insurance of the instruments remains the responsibility of the musician (unless the instruments are being left at the specific request of Viva)

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

These payments do not apply when the orchestra management makes arrangements to transport the instruments, unless the musician is required to bring the instruments to a pick-up point nominated by the management, in which latter case porterage payments shall be due in full. In cases where air travel within the UK is provided by the engager under Clause 6(c) of these Terms and Conditions, and it is agreed between the engager and the musician that special arrangements are necessary for the safe transportation of instruments listed in Groups A, B, C, and D above, any additional costs in respect of transportation of these instruments may be subject to negotiation.

## **10. 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.

## 11. Media Work: Broadcasts and Recordings

### Consent

All musicians rehearsing and performing for Sinfonia Viva agree to give consent to have their performances recorded or streamed, without additional payment above what is due under Clauses 1 to 6 inclusive of the Agreement for up to 16 recordings, subject to the following allocations and conditions:

Use of any such recording is subject to either:

- Clause (a) Up to 10 “Sinfonia Viva In-house”
- Clause (b) Up to 6 “Sinfonia Viva Live Concert Streaming”
- Clause (c) “Promotional / EPK”
- Clause (d) “Archive uses”
- Clause (e) “News Access”
- Clause (f) “Commercial Recordings” over and above Clause (a)

All these as detailed below

Notice of agreement to consent must be informed to all musicians prior to engagement, ideally this should be done at the time the musician is engaged (especially in case of extras and deputies).

### Unit Allocation

Each of the individual recording units under Clauses (a) & (b), grant *one* specific in-house usage. Where more than one use under Clauses (a) or (b) is required, a further recording unit must be allocated. Units cannot be shared across Clauses (a) & (b).

*Example; a ‘Sinfonia Viva In-house Recording’ is to be made available online, but the audio will also be released commercially through in-house channels. This would count as two recordings.*

Musicians will be entitled to ‘Commercial Recording’ fees under Clause (f) for any recordings made under Clauses (a) & (b), which are created subsequent to the granted recordings allocation.

### (a) Sinfonia Viva In-house

Sinfonia Viva are entitled to make a total of **10 recordings** under Clause 11(a) annually between 1st October 2022 and 30th September 2023, without further media fees due to the musicians, subject to the following definitions:

- **‘Sinfonia Viva In-house Recording’** refers to any recording (audio or audio visual) of a performance or rehearsal featuring the Sinfonia Viva, specifically produced under its own auspices, and retaining copyright in the recording.

A standard 3 hour recording session under Clause (a) grants a maximum of 20 track minutes.

### **(b) Sinfonia Viva Live Concert Streaming**

Sinfonia Viva are entitled to make a total of **6 recordings** under Clause 11(b) annually between 1st October 2022 and 30th September 2023, without further media fees due to the musicians, subject to the following definitions:

- **Sinfonia Viva Live Concert Streaming**

Sinfonia Viva shall be entitled to record and stream concerts in full or in part, live (or deferred as live\*) on any of the orchestra's in-house and designated online streaming channels. The audio-visual live concert recording, can then be made available on the orchestra's in-house and designated online streaming channels, for up to 5 days after the first streaming date.

\*Deferred live streaming must commence before the end of above stated annual period. Unit allocation is applied at the date of recording.

### **Performers Rights**

Sinfonia Viva shall acquire the right to use the recorded performances of musicians embodied in the recording/s as follows:

- **(a)** in all-media, worldwide, in perpetuity, excluding all third party uses listed in Clause (f). Musicians' performance rights are granted as a perpetual licence.
- **(b)** for the stated purposes of online concert streaming only, worldwide, for up to 5 days.

Musicians will be deemed to have consented to Sinfonia Viva to allow copying of the recording, issuing of copies to the public, rental or lending to the public, and/or making available to the public.

If further use is made of any recording for sync or any backing track use, then the Musicians' Union retains the right to negotiate and collect secondary payments from any production company or agency and subsequently distribute royalties to musicians as per the MU Royalties policy.

Any dispute regarding further use or licensing of a recording will be referred to the Musicians' Union.

### **(c) Promotional / Electronic Press Kit (EPK)**

Sinfonia Viva recognises the need to embrace existing and emerging technologies and making the most of promotional opportunities, whilst at the same time protecting the rights of musicians and copyright holders of musical works.

Use of in-house recording is allowed, without further payment, to promote the orchestra, the composer\*, or the recording itself. However, duration of such use shall be limited to a maximum of 20 minutes aggregate length. No single musical piece, however short, may be used in its entirety.

Promotional / EPK recordings may be used by Sinfonia Viva for its own publicity material including its own website, artist profiles, arts and culture themed programming where the orchestra is featured and may include free and non-commercial presentation by Sinfonia Viva (or the Promoter on behalf of Sinfonia



Viva) to promote ticket sales for concert(s) where the Musician has been engaged under this Agreement.

*\*The Composer is entitled to use the Promotional / EPK recording for their own non-commercial promotional purposes, provided Sinfonia Viva retains copyright in the recording.*

Promotional / EPK recordings shall not be used for the evaluation of the performance of any musician.

For sake of clarity, where a Commercial Recording (Clause (f) below) is made for or by a third party, promotional use will be as defined within the appropriate MU collective bargaining agreement.

#### **(d) Archive**

Without further payment, Sinfonia Viva may make an archive recording of a performance to musicians, which will be retained by the orchestra. This recording will not be shared externally with the exception of (i) research purposes, (ii) featured composers for their own study, (iii) for purposes of reporting to funders (where required), (iv) for purposes of education (v) for purposes of securing work by sending via private communication to potential work partners (vi) a DVD copy or secure *private* link for participants, via an online streaming platform such as Youtube.

In the case of (vi), Sinfonia Viva must make participants aware that both DVD copies and private links may only be used for archive purposes, and not used commercially.

Recordings will, where possible, be watermarked throughout their duration to deter unauthorised uses. Such archive recordings may be commercially exploited subject to the terms and unit allocation in Clause (a) of this Media Agreement without additional payment to the Musician.

#### **(e) News Access Code of Practice**

Without further payment, Sinfonia Viva will adhere to the latest MU News Access Code of Practice when a request is made by a news organisation to record material from a current rehearsal or performance in connection with a topical news story. A maximum of ONE minute featured performance and/or ONE minute non-featured (eg under a voice-over) performance usage is allowed from a maximum camera recording time of ONE hour.

#### **(f) Commercial Recording**

'Commercial Recording' refers to any recording of a performance or rehearsal by a third-party party producer featuring the Sinfonia Viva, where the orchestra has been contracted to record for:

- Commercial Audio Release
- Film soundtrack
- Television incidental music (including Signature Tune, Jingles, Idents, Stings)
- Sample Music
- Music for Advertising / Branding / Idents
- Library/Production Music purposes

All 'Commercial Recording' shall be subject to MU Collective Bargaining agreements and rates. Any adjustment or variation of rate is subject to negotiation with the Musicians' Union.

MU Collective Bargaining agreements include:

- PACT / MU Agreement Independent Production Film/TV
- BPI / MU Agreement Commercial Audio
- IPA / MU Agreement Advertising
- PMAG / MU Agreement Library
- BBC / MU Agreement BBC TV and Radio
- ITV / MU Agreement ITV

### **List of Participating Musicians**

Sinfonia Viva shall make and maintain an accurate list of all the members of the orchestra who perform on each recording made under this agreement so as to assist collecting societies in identifying those members of the orchestra whose performances are on a particular Recording.

### **Equitable Remuneration from Collecting Societies**

This agreement is without prejudice to the musicians' rights to receive a share of equitable remuneration from domestic or foreign collecting societies for the broadcast or public performance of their recorded performance(s) pursuant to national legislation.

### **12. Health & Safety**

Sinfonia Viva has an explicit commitment to ensuring safe working spaces for its musicians and staff; a safe space to work and perform in, a space free of fear, a space free of bullying and harassment in order that musicians and staff can undertake their duties and gain access to, and exit from, the workspace. If any musician has any issues or concerns they should raise them in accordance with the terms outline at 15(c) of this Agreement, and be aware of standards of behaviour expected and outlined at clause 15(d).

Musicians engaged under this agreement will take all reasonable care to ensure that they do not endanger themselves whilst travelling to and from engagements. Long journeys should be planned in advance to allow sufficient time for regular breaks and sufficient time should be allowed to take account of unforeseeable weather and traffic conditions and to navigate unfamiliar routes. Organisations such as the AA, MU and ROSPA recommend a 15 minute break should be taken in every 2 hours of driving.

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

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

### **14. Expectations of Core Players**

- (a) The Core Players of Sinfonia Viva shall be defined as the musicians listed in Appendix 2. The expectation is that Core Players would be available for a reasonable number of orchestral or chamber dates over each season. Core

Players will be able to have extended time of unavailability, which they can make up in following seasons to a reasonable percentage over a 3-year period from their initial appointment each remaining as Core Players subject to sufficient work being undertaken and subject to Clause 15.

(b) **Deputies & Extras**

When deputies are required, due to the absence of a Core Player, or when extras are required due to the orchestra being enlarged beyond normal requirements, they shall be drawn from a pool agreed between the Leader, Concert Manager and relevant Principal players wherever possible. The engagement of extras will be the responsibility of the Concert Manager. Where a musician who has accepted an offer of engagement subsequently wishes to cancel the engagement he/she may ask for release from contract. If this is agreed, it shall be the responsibility of the Concert Manager to engage a suitable deputy.

**15. Musical Responsibilities and Personal Conduct**

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

(b) Musicians have a contractual and professional responsibility to ensure that they meet the musical and professional standards required, and Sinfonia Viva will provide all reasonable support and encouragement to assist in the achievement and sustainment of this standard. If a musician performs below the musical or professional standards expected, this will have a detrimental effect on the orchestra. In these circumstances, it is the responsibility of the Chief Executive to bring this to the attention of the Musician and work closely with the Musician to improve their musical or professional performance.

When there is a reasonable belief on the part of the Chief Executive (for example following feedback from other members of the orchestra or guest artists but not limited to such) that the Musician is not performing to the musical or professional standards required, the Chief Executive will investigate the circumstances without delay and endeavour to ascertain the reasons for this. If, following this investigation, they believe that the Musician's musical or professional standard does not meet that which is required, an informal discussion with the Musician will be arranged with the Chief Executive. The Musician may be accompanied by a colleague or the MU. Notes will be taken during the meeting. At this meeting the Chief Executive will:

- a. Ensure the Musician is clear about the areas in which their performance is below the musical or professional standards required. The Chief Executive will provide evidence for this view.
- b. Give the Musician the opportunity to explain their under-performance and to raise any concerns they may have.
- c. Explore solutions to the problem with the Musician. This could include the suggestion of additional training, or providing a mentor, or some other kind of ongoing support to the Musician.
- d. Set a reasonable mutually agreed time frame within which improvement is expected and arrange a second meeting at the end of this time to review the situation. When establishing a reasonable timeframe for improvement,

the Chief Executive must consider the level of improvement that is required and the method by which the improvement must be gained.

If at the end of this period the Musician's musical or professional standards has returned to a satisfactory level, then records of the meeting will be removed from any file kept regarding the Musician. If not, the player will no longer retain their status as a core player.

If it is identified that musical or professional standards are below those expected due to negligence or lack of application on the part of the Musician, this will be addressed as described below in Concerns.

### **(c) Concerns**

If a musician or Sinfonia Viva have a concern relating to the engagement, they have a right to express it. Every effort should be made to resolve the personal concern or complaint informally and as speedily as possible. Should this not be possible the following procedures have been agreed as being the most effective way to resolve the personal concerns. Please remember that some cases need time to be investigated fully.

Process for Musicians:

**Stage 1:** The Musician may see the Chief Executive as they are the person who in most cases can best respond to the issue. The Musician is entitled at any time to take the matter up themselves or ask for support from the MU / a colleague who may accompany them.

Should the personal concern relate to the conduct of a colleague, then that colleague will be notified of the terms of the issue and have an opportunity of being heard themselves. Should this colleague be the person to whom a complaint would normally be referred, then in such cases the matter may be referred directly to the Sinfonia Viva Board of Trustees. If within a period of seven days the matter has not been dealt with to the satisfaction of the player, the Musician is entitled to proceed to Stage 2. In Stage 2, the matter must be dealt with within seven days otherwise the Musician will be entitled to proceed to Stage 3. These time limits may be altered by mutual agreement.

**Stage 2:** If the Musician is dissatisfied with the response after Stage 1, they should then consult the MU / a colleague for advice and, if agreed, to re-open the discussion with the Chief Executive.

**Stage 3:** Should the Musician continue to be dissatisfied their complaint will be further dealt with by the Chair of Sinfonia Viva's Trustees. The conclusion will be confirmed to both parties in writing by Sinfonia Viva.

### **(d) Standards Expected**

Sinfonia Viva expects the highest standards of behaviour from all players and staff. It is expected that all musicians are treated with equal respect both in rehearsal/concert situations as well as in other environments. Bullying and harassment of any description will not be tolerated. Bullying may include elements of

sexist, racist, homophobic behaviour, or unfair treatment on the basis of age, religious belief or faith, or disability. Bullying may also include insulting, humiliating or malicious behaviour targeted at a group or an individual. Any instance of bullying should be reported to the Orchestra Manager and will be dealt with promptly to ensure that standards of behaviour are clear and adhered to.

When performing with Sinfonia Viva, musicians act as “ambassadors” for the Orchestra and are expected to behave courteously when interacting with any people or groups of people with whom they come into contact when engaged on orchestra business. Such people and groups may include, but are not limited to, concert promoters, members of the audience, sponsors and individual supporters, radio or recording producers, conductors and soloists, airport staff, hotel receptionists, tour company representatives and coach drivers.

Should a musician’s professional conduct fall below the standards expected the process outlined in 15(b) will be followed.

Any warnings given will expire after one calendar year. In extreme cases of misconduct, the musician may be liable to summary termination of his/her contract of engagement. Examples of behaviour which might lead to summary termination include, but are not necessarily limited to, violent behaviour, theft, bullying or harassment and drunkenness at work. The MU Steward shall be notified whenever this process is invoked.

## **16. Force Majeure**

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

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

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

### **17. Payment**

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

### **18. Disputes**

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

### **19. Duration**

These Terms and Conditions will apply until renegotiated by both parties. Rates of pay shall remain in force until 30<sup>th</sup> September each year and will be renegotiated annually for implementation on 1<sup>st</sup> October each year.

Signed:



on behalf of Sinfonia Viva  
Lucy Galliard  
Chief Executive



on behalf of the Musicians' Union  
Morris Stemp  
Orchestras Official

**Appendix 1**

**Sinfonia Viva Fee chart 2023**

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

## **Appendix 2**

### **Core Player Membership at 1<sup>st</sup> October 2023**

#### **Violins**

Sophie Rosa – Leader  
Vacant – Section Principal First Violin (no.2)  
Vacant – Principal First Violin (no.3)  
Rebecca Allfree – Sub-Principal First Violin  
Clare Bhabra – Sub-Principal First and Second Violin  
Caroline Bromley – Sub-Principal First Violin  
Chris Windass – Sub-Principal First Violin

Philip Gallaway – Section Principal Second Violin  
Sian McNally – Principal Second Violin (no.2)  
Janet Hall – Sub-Principal Second Violin  
Hazel Parkes – Sub-Principal Second Violin

#### **Violas**

Vacant – Section Principal  
Isobel Adams – Principal (no.2)  
Janina Kopinksa – Sub-Principal  
Jacq Leighton-Jones – Sub-Principal

#### **Cello**

Deirdre Bencsik – Section Principal  
Vacant – Principal (no.2)  
Vacant – Sub-Principal  
Vacant – Sub-Principal

#### **Double Bass**

Dan Storer – Section Principal  
David Ayre – Principal (no.2)

#### **Flute**

Rachel Holt – Section Principal  
Nicky Hunter – Principal (no.2)

#### **Oboe**

Maddy Aldis-Evans – Section Principal  
Vacant – Principal (no.2)

#### **Clarinet**

Chris Swann – Section Principal  
Helen Bishop – Principal (no.2)  
Matthew Dunn – Sub-Principal

#### **Bassoon**

Vacant – Section Principal  
Vacant – Principal (no.2)



**Horn**

Vacant – Section Principal  
Jose Lluna – Principal (no.2)

**Trumpet**

Anthony Thompson – Section Principal  
Gordon Truman – Principal (no.2)

**Trombone**

Martha Ann Brookes – Section Principal

**Timpani/Percussion**

Jeremy Cornes – Section Principal  
Tim Gunnell – Principal  
Graham Hall – Sub-Principal