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Minimum MU rates and conditions for Orchestral Engagements other than those covered by the Union's Agreement with the Association of British Orchestras (ABO). Operative from 1st October 2023: NB: These rates and conditions apply to concerts in the musician's normal centre of employment and single concerts "out of town" but returning to their home base after the concert. The supplementary rates and conditions in Appendix B apply to Orchestral Concert Tours in the UK.

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## 1. MINIMUM RATES

Tutti	£202.50
Sub-Principals	£209.50
Principals	£220.00
Section Principals	£229.00

Note: See Appendix C for list of Section Principals

## 2. SERVICES COVERED

A concert of up to three hours with the possible addition of a rehearsal of up to three hours on the same day, if required, each including an interval of not less than fifteen minutes. There shall be a break of not less than 1½ hours between the end of a rehearsal and the start of a concert. Where the rehearsal is scheduled to commence six hours or more before the scheduled starting time of the concert or is at a different venue to the concert a fee of £21.00 is to be made in addition to the concert fee.

## 3. SCHOOLS AND EDUCATIONAL CONCERTS

### Minimum Rates:

- (i) one concert with or without rehearsal and contained within a spreadover of three hours  
- 60% of the above fees;
- (ii) two concerts with or without rehearsal and contained within a spreadover of six hours  
- full fees as above

**In both cases each concert must be preceded by a half hour break.**

## 4. EXTRA REHEARSALS

- (i) On same day as concert  
Extra rehearsals of up to three hours - half the above fees.
- (ii) Single extra rehearsal on day other than concert day  
Where the rehearsal is on a day other than the day of the concert the fees under Clauses 7, 8 and 14 should be paid where appropriate plus an additional fee of £21.30 is to be paid in addition to the extra rehearsal fee of a half concert fee.

## 5. OVERTIME

Overtime is paid at time and half, i.e. 1/8 of concert fee for each thirty minutes or part thereof with a limit on overtime of one hour whether at rehearsal or concert. Where a proportion of a concert fee is being paid, e.g. for schools or educational concerts, the overtime rate for each thirty minutes or part thereof is 1/4 of this fee.

## 6. DOUBLING

Where a musician is engaged to play more than one instrument an additional payment of 15% of the musician's concert fee shall be paid for each additional instrument. If a musician is engaged to double on an instrument normally classified as a principal instrument the doubling fee is payable in addition to the Principals rate for the engagement. Further details of conditions governing doubling fees, including the limitation of not more than three instruments in total in any session, are given in Appendix A.

## 7. DISTANCE FEES (In respect of time spent travelling)

- (i) Where an engagement is over fifteen miles from the musician's home address a distance fee of 28p per mile shall be paid for all miles necessarily travelled in reaching, fulfilling and returning from the engagement. In cases of dispute Google Maps shall be taken as authority for such distances. This "distance fee" relates to land travel and in any case where the musician is also involved in a sea journey, a payment of £22.80 per hour or part thereof shall be made for the scheduled length of time of the sea journey.
- (ii) Exceptionally, when air travel is provided by the engager, the distance fee shall be limited to a single payment of £51.90 for that return journey and the engager shall be responsible for ensuring the safe transport of all instruments listed in Clause 14.

## 8. TRAVEL PAYMENTS AND CONDITIONS (reimbursement of costs)

(i) When an engagement is over 15 miles from the musician's home address (and alternative transport is not provided - see (ii) below) the engager shall make a payment of either:

- a. 56p per mile for all miles necessarily travelled in reaching, fulfilling and returning from the engagement, plus any tolls, tunnel/bridge and congestion charges necessary to complete the journey.

**or**

- b. The appropriate standard rail fare plus the cost of any necessary supplementary journey.

Where a musician is able to prove that he/she has travelled by rail, and where the relevant rail fare has exceeded the mileage payment as defined in Clause 8(i)a. above, an additional payment shall be made to the musician, equal to the difference between the mileage payment and the rail fare, for that part of the journey travelled by rail.

Musicians engaged under these rates and conditions are not under any obligation to travel in or to use a private car but where they agree to do so each musician shall nevertheless be paid either **a** or **b** above by the engager.

- (ii) Where transport is provided this must include safe and secure transport of instruments.
- (iii) Coach travel by musicians engaged under these terms and conditions shall not exceed 250 miles during any period of twenty-four hours. Where musicians are to be involved in a coach journey of more than 10 miles the engager shall ensure that the coach or coaches provided have toilet and hot and cold drinks facilities provided. For the purpose of calculating the total distance to be travelled by coach during any period of 24 hours the recognised central point of the musician's normal centre of employment shall be taken as the starting point. Nevertheless, there should be not less than two pick-up points for the musicians to facilitate car parking.

N.B. The distance fees itemised in Clause 7 above must be paid in addition to any payments under this Clause

## 9. SUBSISTENCE

(i) Overnight Stay: If the engagement involves an overnight stay, e.g. if practicable public transport is not available and suitable accommodation (i.e. single room in three star or equivalent grade hotel (this hotel to be within a reasonable distance of the engagement) plus full "English" breakfast) is not provided by the engager, or if the time of return to the musician's normal centre of employment by coach, if provided, or the scheduled time of return by public transport would be after 2am a payment of £136 bed and breakfast shall be payable plus a supplement of £61 when the engagement is within the area bounded by the M25 motorway.

(ii) Payment for late return: Where the musician's time of return to his/her home address is between midnight and 2am the following single payment shall be made by the engager in addition to the fee £34.80.

For the purposes of calculating the return times in (i) and (ii) above, when the mileage payment in 8a is made, 20 minutes should be added to the finishing time of concert (when the leader leaves the platform) and the journey time calculated at an average speed of 40mph.

## 10. EARLY CALLS:

Where a musician's time of departure from his/her home address is before 9am payment is to be made at the overtime rate of time and a half per 30 minutes or part thereof before 9am. When the mileage payment in Clause 8a is made, the time of the early call is to be calculated retrospectively from the time of the first call by using an average speed of 45 miles per hour.

## 11. PAYMENTS

Travel and subsistence payments due under Clauses 8, 9 and 10 (and Appendix B where appropriate) are to be paid in full to the musician on or before the day of departure on an "out of town" engagement or on an orchestral concert tour. Any performance fees must be paid not later than 28 days after the engagement for which those fees are due.

## 12. BROADCASTING/RECORDING

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 Union unless it takes place under an existing collective agreement between the broadcasting or recording company and the Union. Media engagement fees for such broadcasts or recordings are payable in addition to the fees for live engagements.

## 13. 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 this Agreement where conventional instrumentalists may be reasonably or traditionally expected to be used.

## 14 CONGESTION AND PARKING CHARGES

Congestion/Toll Charges/Parking All charges to be paid by the engager

## 15. PORTERAGE

The following portorage payments shall apply unless the orchestra management makes arrangements to transport the instruments:

Group A: £38.50	Electric Guitar, Double Bass, Bass Guitar
Group B: £33.30	Bass Saxophone, Tuba, Contra Bassoon
Group C: £26.50	Baritone Saxophone, French horn plus one other brass instrument, Trombone plus one other brass instrument or bag of mutes, two Saxophones, Cello, Bass Clarinet.
Group D:	Portorage for other heavy instruments is subject to individual negotiation: e.g. Kit Drums, Percussion instruments, Electronic Keyboards, Harp, Timpani.

A full portorage 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. In this latter case, one portorage payment shall not be paid for each night during which the instrument is left at the venue. The engager must guarantee the security of the storage area and ensure that adequate insurance cover is in place in case of loss or damage.

## 16. HEALTH, SAFETY & WELFARE

The orchestra will seek to protect the health, safety and welfare of musicians engaged under this agreement and to meet the requirements of the relevant Regulations. They will apply the advice and guidance set out by the Health and Safety Executive (HSE).

The methods to be utilised will be decided as a result of the Risk Assessments (RA) carried out in consultation with the musicians and the MU Safety Representatives. It is recognised that this is a constant dynamic process. Musicians will co-operate with this process as set out.

Musicians engaged under this Agreement will take all reasonable care to ensure that they do not endanger themselves or anyone else who may be affected by any activity undertaken in the performance of their engagement.

Arrangements for travel will be examined under the Risk Assessment regime and looked at in conjunction with other aspects of work that can contribute to tiredness and stress. Musicians engaged under this agreement will take all reasonable care to ensure that they do not endanger themselves, whilst travelling to and from engagements, by taking necessary precautions. A fifteen-minute break per 2 hours of driving must be calculated into the total driving time and taken as per the recommendations of organisations such as the AA, ROSPA as well as the MU.

All long journeys will incorporate access to a working toilet, either aboard the mode of transport provided or by means of reasonably scheduled comfort breaks at proper / recognised rest facilities.

## 17. NOISE

The orchestra will seek to protect the exposure of musicians to noise and to meet the requirements of the relevant Regulations. They will apply the advice set out by the HSE in Sound Advice which covers aspects of such exposure (including matters such as rotation, spacing, and various protective measures such as drapes, baffles, screens, risers, etc.)

The methods to be utilised will be decided as a result of the noise risk assessment and associated noise measurement, in consultation with the musicians and the MU Safety Representatives. It is recognised by all parties that this is a constant dynamic process.

In the hierarchy of responses, except in short term emergencies, hearing protection will be seen as a last resort and used in accordance with the requirements of the Regulations. Where the RA shows exposure above the action levels then the orchestra will supply/finance the provision of the appropriate hearing protection to meet the advice of hearing specialists. The legal requirements will be made known to musicians to guide them on the circumstances when to wear such protection and to meet the requirements of their work. Musicians will co-operate with the process as set out in paragraph 2 of clause 11.

## APPENDIX A - "DOUBLING"

The fees for playing additional instruments are set out in Clause 6 and the following wording is intended to clarify the conditions under which these fees are payable:

1. A musician shall not be required to play more than three instruments in total in any session. Additionally, a musician shall not be required to double "out of family" unless the musician is a known specialist.
2. If a musician is required to play more than one instrument or specifically requested to bring to a session more than one instrument, a doubling fee will be payable.
3. Keyboard and percussion instruments will be regarded as divided into the following sub-groups and the additional fee(s) 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 Percussion
    - (ii) Latin American and World percussion instruments
    - (iii) Non-Tuned Standard Orchestral Percussion instruments
    - (iv) Timpani (up to four drums)
    - (v) Drum Kit

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## APPENDIX B - ORCHESTRAL CONCERT TOURS IN UK

The following rates and conditions supplement the basic rates and conditions for casual orchestral concerts:

1. Definition of Tour  
An engagement comprising more than one performance, and which involves the musician in two or more consecutive nights away from his/her home address.
2. "Distance Fees"  
The "distance" fees in Clause 7(i) and (ii) apply only to the first and last days of the tour.
3. Travel; Payments and Conditions  
If transport is not provided by the engager, the appropriate mileage allowances or standard class rail fare (plus the cost of any necessary supplementary journey) shall be payable in respect of all necessary journeys, as set out in Clause 8 of these terms and conditions, together with reimbursement of necessary sea or air journeys, and any tolls, tunnel/bridge and congestion charges or similar payments necessary to complete the journey.
4. Subsistence  
Daily Payment: a "subsistence" payment of £61.00 per day to be paid in addition to all other fees to cover meals and other expenses on each day of the tour except on the first and last days of the tour when "distance fees" are paid.  
  
Overnight Stay: hotel, if provided by the engager, to be three star or equivalent with single room accommodation and full "English" breakfast (within reasonable distance of the engagement). If suitable hotel accommodation is not provided, then the subsistence payment for bed and breakfast stated in Clause 9(i) "Overnight Stay" applies.
5. "Free" Days: A half fee shall be paid in addition to all other payments for all non-working days, including the opening day of the tour but excluding the return day unless the return time is after 1pm.
6. Morning Calls: There shall be not less than eight hours free before the first morning call of any day. Any call before 9am to be paid overtime (i.e. time and half per thirty minutes or part thereof before 9am). For this purpose, a "call" is defined as the time for which the orchestra is called collectively whether for rehearsal, performance or travel.

## **APPENDIX C - SECTION PRINCIPALS**

The following positions are classified as Section Principals:

Principal 2nd Violin  
Principal Viola  
Principal Cello  
Principal Double Bass  
Principal Flute  
Principal Oboe  
Principal Clarinet  
Principal Bassoon  
Principal Horn  
Principal Trumpet  
Principal Trombone  
Principal Percussion  
Principal Timpani  
Principal Tuba  
Principal Harp  
Principal Piano

The Leader should be on a personally negotiated fee not less than Section Principals rate.