

ROYAL OPERA HOUSE

TERMS AND CONDITIONS FOR FREELANCE MUSICIANS FROM 1 SEPTEMBER 2023

This agreement is only for those musicians who are engaged for work for Main House productions with the Orchestra of the Royal Opera House on a freelance basis.

1. FEES –

Category	Basic hourly rate	Holiday Pay at 12.1%	Additional Allowance	Total Hourly rate
A	£67.94	£8.22	£4.07	£80.23
B	£55.46	£6.71	£4.07	£66.24
C	£51.29	£6.21	£4.07	£61.57
D	£47.13	£5.70	£4.07	£56.90

These fees include the buyouts as indicated in Appendix A.

2. TIME AND DURATION OF CALLS

2.1 A minimum call of three hours (except * below)

2.2 The hourly rates as above in clause 1 apply for all scheduled hours, calculated in increment units of 15 minutes.

* A short balance call of up to 90 minutes may be scheduled to precede a main auditorium performance as follows:

i) 90 minute call will finish 1 hour 30 minutes prior to the performance - *e.g 16.30 - 18.00 balance call can precede a 19.30 performance.*

ii) 60 minute call will finish 1 hour 15 minutes prior to the performance

iii) 30 – 45 minute call will finish 1 hour prior to the performance

2.3 Work on a statutory holiday or a Sunday shall be included within the normal work of a freelance musician playing for the Orchestra of the Royal Opera House.

2.4 Hours worked on a Sunday or a statutory holiday are paid at single time.

2.5 The musician shall attend in good time to be seated, tuned and ready to play at the stated call time as indicated by stage management for the purpose of overtime calculations.

3. OVERTIME

Where the call time runs over the schedule call length, overtime rates will apply as follows:

- 3.1 Payment at time and a half will be made for accidental over-run on calls, calculated in units of 15 minutes or part thereof.
- 3.2 If the duration of a call is extended at less than 28 days notice, payment is calculated at the relevant single time rate in units of 15 minutes or part thereof.

Where an accidental over-run occurs on a performance or general rehearsal, we expect musicians to stay to the end of the show, but will consider all reasonable cases of personal hardship on a case by case basis.

4. ON STAGE MUSICIANS

Musicians engaged to appear on stage, in costume are subject to the following supplementary payments:

- 4.1 33% of the relevant hourly rate and single time for each rehearsal in costume and 50% at single time for each performance in costume. These rates recognize the occasional requirement to play from memory and act as part of the production.
- 4.2 Stage bands are not regarded as chamber music
- 4.3 The section principal rate does not apply to stage bands.
- 4.4 Costume fittings, when necessary will be scheduled by the Orchestra office at a time convenient to the player and the costume department. Payment for attending a schedule fitting is set out in Appendix A.

5. NOTICE OF CALLS / CANCELLATIONS

The Orchestra schedule is subject to change (without penalty) at 28 days notice.

- 5.1 If any call is cancelled at less than 28 days notice, the full amount for the call / calls will be paid in full.
- 5.2 In the event that a call / calls are cancelled, we would expect a musician to stay available to the ROH. If he / she chooses not to remain available, no payment will be made.

6. EDUCATION & ROH2

This agreement does not apply to work offered by the **Learning & Participation or Linbury Departments Education Department or ROH2**. Rates of pay for **Learning & Participation or Linbury Education and ROH2** work will be given by the relevant **Department** at the time of booking.

7. PORTERAGE

See Appendix A

8. MEDIA

In exchange for the fee and additional allowance, you agree to:

- a) grant and assign to the ROH the all copyright, all performer rights, all similar rights and give all necessary permissions arising from or required for all A-V and A-O Recorded Productions for the full duration of such rights (and any extensions or renewals thereof), worldwide, and whether such rights vest under UK legislation (such as the Copyright Designs and Patent Act, 1988) or any other applicable legislation in any other country, and
- b) agree that the fee is fully inclusive of any and all payments due or becoming due from the ROH to you, and that this payment encompasses the parties present assessment of equitable remuneration in respect of the rental and lending right. Notwithstanding the foregoing, nothing herein shall preclude you from receiving any payment due to you via any collecting society or similar organisation.

9. CHAMBER MUSIC

It is recognized that an ensemble comprising 15 or less solo musicians constitutes a chamber ensemble. The Section Principal rate will be payable for musicians engaged for chamber music.

An ensemble comprising 5 or less musicians will be subject to further discussion on an individual basis, although this does not guarantee that further payment will be forthcoming.

10. DEPUTIES

No musician may engage a deputy unless permission is obtained from the Orchestra Manager in advance.

11. DRESS CODE

Musicians engaged by the Royal Opera House are obliged to observe the ROH Orchestra Dress Code at all performances as set out on the information sheet for guests and extra players.

12. ROH RULES

All employees of the ROH are obliged to recognize and abide by ROH rules which will be circulated at the time of booking.

13. PAYMENT

Payment for fees will be made by BACS, usually one week in arrears, upon receipt on bank details.

Those musicians who are VAT registered, must request a VAT form from the Orchestra Office.

14. INDUSTRIAL ACTION

Work called with between 28 and 14 day's notice may be changed without additional payment if there is a radical change of the working programme caused by industrial action taken by any section of the House.

15. EMPLOYMENT STATUS

Es & Ds have freelance employment status and are not employees of the Royal Opera House. They are therefore not entitled to employment benefits, such as length of service benefits, occupational sick pay, pension contributions, special leave arrangements or loans.

16. EXCLUSIVE SERVICES

All Es & Ds engaged are required to attend for the full duration of the rehearsal / performance call and may not take on any other engagements during the hours for which they are contracted to the ROH, without written permission from the Orchestra Manager.

17. ROH COMMITMENT ON E&D PAY

The ROH confirms that parity of basic hourly rates and the additional allowance with the members will be maintained and guaranteed in the future.

