

under Title Number LN105367 (hereinafter called "the Second Property").

(3) The First and Second Properties adjoin each other and the Second Owner has agreed to grant to the First Owner certain rights of access and drainage across the Second Property to the intent that such rights and covenants be entered on the Register of the First and Second Owners respective Titles at HM Land Registry AND the First Owner has agreed to enter into the covenants hereinafter contained.

(4) Certain works of repair ("the works") to the First Property and to the Conduits (~~as hereinafter defined~~) have already been partially completed by the First Owner ("~~the works~~")

NOW THIS DEED W I T N E S S E T H as follows:-

(1) In consideration of the covenants hereinafter contained on the part of the First Owner the Second Owner as beneficial owner HEREBY GRANTS unto the First Owner its successors in title the owners or occupiers for the time being of the First Property and their respective agents servants and workmen with or without plant and materials the following rights:-

(A) Full right and liberty to lay use renew and maintain the drains sewers manholes <sup>cables</sup> and other conduits serving the First Property the approximate position of which drains

CCB  
sewers manholes, <sup>catcher</sup> conduits and proposed conduits is marked on the plans annexed hereto and coloured blue and a right of access over and entry upon the Second Property for the purposes of laying inspecting repairing maintaining or renewing any such drains sewers manholes and conduits.

(B) The right to retain and maintain the under-pinning projections under the Second Property coloured green on the plans annexed hereto.

(C) The right of access to the garden and grounds of the Second Property at times to be agreed with the Second Owner and on reasonable notice for the sole purposes of repairing and maintaining the First Property including without prejudice to the generality of the foregoing the main walls roofs gutters downpipes chimneys under-pinning and fire escape doors thereof so far as such works cannot be completed save through such access.

CP  
DM  
repairing  
CCB

(D) A means of escape on foot only at all times without notice in case of fire or other emergency over the grounds of the Second Property from the existing fire doors marked 'A' and 'B' on the said plans to the roadway known as Rosslyn Hill.

To hold such rights unto the First Owner and its successors in Title in fee simple.

(2) The First Owner HEREBY COVENANTS with the Second Owner to cause as little disturbance and do as little damage as possible in the exercise of the said rights and to make good as soon as practical to the reasonable satisfaction of the Second Owner any damaged so caused.

(3) The First Owner FURTHER COVENANTS with the Second Owner to complete the works currently being carried out by the First Owner on the Second Owner's property by the day of 1992 the First Owner will immediately thereafter to the reasonable satisfaction of the Second Owner:-

(A) Re-surface with gravel of a type and quality and to a depth to be chosen by the Second Owner the driveway leading from Rosslyn Hill to the dwelling house known as 11 Rosslyn Hill

(B) Put the Second Owner's garage into a good state of repair

(C) Reinstate the two existing garden sheds to the condition they were in before the works commenced and dispose of any articles therefrom specified in writing by the Second Owner

(D) Reimburse the Second Owner the cost of replacing any plants or shrubs damaged or destroyed in the carrying out of the works,

(4) The First and the Second Owner do apply to the Chief Land Registrar to enter notice of the rights hereby granted in the appropriate Registers of the above mentioned Title Numbers.

IN WITNESS WHEREOF The First Owner has caused its Common Seal to be affixed hereto and the Second Owner has set his hand hereto as a Deed the day and year first before written.

The Common Seal of AIR STUDIOS)  
(LYNDHURST) LIMITED was  
hereunto affixed in the  
presence of:-

  
Secretary  
Director



Signed as a Deed by the said)  
CHRISTOPHER CHILCOTT EVANS }  
in the presence of:-

*Christopher Evans*

*2nd*      *Zinn Karadem*  
*Christoph*      *11 Rosslyn Hill*  
                         *LONDON NW3 5UJ*  
*1st*      *Richard Swainston*

61 10  
2/23/64

Dated 10TH FEBRUARY 1992

AIR STUDIOS (LYNDHURST) LIMITED

- and -

CHRISTOPHER CHILCOTT EVANS

---

D E E D O F G R A N T

relating to Lyndhurst Hall,  
Lyndhurst Road, London, NW3 AND  
11 Rosslyn Hill, London, NW3

---

Messrs Woodfords  
70/72 Parsons Green Lane  
London, SW6 4HU

Tel : 071 731 0750

Ref : PTH/AIRTV/Disc5



**Appendix 26**

**Terms and Conditions of Employment Royal Liverpool Philharmonic**

**Society**



**TERMS & CONDITIONS OF  
EMPLOYMENT**

**for**

**MUSICIANS**

**Employed by the**

**ROYAL LIVERPOOL  
PHILHARMONIC  
SOCIETY**

**CONTRACT TYPE: Permanent**

**EFFECTIVE FROM: 1<sup>st</sup> April 2013**



## CONTENTS

	<b>Page</b>
PREAMBLE & DEFINITIONS	3
1. PLACE OF WORK	4
2. DUTIES & RESPONSIBILITIES	4-5
3. HOURS OF WORK	5
3.1 Working Year	5
3.2 Working Week	5
3.3 On-call Hours	5-6
3.4 Playing Sessions	6-7
3.5 Working Day at Home Base	7
3.6 Meal Breaks	7
3.7 Breaks in Rehearsal	7
3.8 Late Working	7
3.9 Cancellation of Playing Sessions	7-8
4. REMUNERATION	8
4.1 Salary	8
4.2 Incremental scale	8
4.3 Overtime payments	8
4.4 Sitting Up Payments	8
4.5 Education and Outreach	8
5. SCHEDULE	9
6. TIME OFF	9
6.1 Free Days	9
6.2 Unpaid Release from Contract	9-10
6.3 Natural Release Days	10
6.4 Holiday Entitlement	10
6.5 Public Holidays	10-11
6.6 Other Time Off	11
7. REPERTOIRE	11
8. MEDIA WORK	11
9. TRAVEL AND SUBSISTENCE	12-13
10. FOREIGN TOURING	13-14
11. CAPABILITY PROCEDURE	14
12. COMPANY POLICIES & PROCEDURES	14
13. PENSION	14
14. INDEMNITY/EXCLUSIVITY	14
15. EMPLOYERS LIABILITY	14
16. PERSONAL PROPERTY	15
17. HEALTH AND SAFETY	15
18. TERMINATION OF EMPLOYMENT	15
19. ALTERATION OF TERMS AND CONDITIONS	16
20. AGREEMENT	16
 <b><u>Appendices</u></b>	
A ORCHESTRA SALARY SCALE	17
B SUBSISTENCE PAYMENTS	18
C RELEASE SCHEME	19-20
D MEDIA WORK	21
E AUDITION PANELS	21
F LIST OF ORCHESTRAL POSITIONS	22
G EDUCATION & OUTREACH	23
H CAPABILITY PROCEDURE	24-25



## **PREAMBLE**

This Agreement contains the terms and conditions of employment for Musicians employed by the Royal Liverpool Philharmonic Society (RLPS) who have been offered and subsequently accepted the incorporation of the collective agreement currently in force between the Society and the Musicians' Union.

It is agreed between The Society and the Musicians' Union (MU) that the Society recognises the MU as the sole negotiating and consultation agent for the Society's Musicians. The Society and the MU have a formal recognition and procedural agreement and strongly recommends the Musician to become or remain a member of the Union.

The current collective agreement is approved by the Board of the Society. The incorporation of "such collective agreement that is currently in force" into an individual Musician's contract of employment will have the effect that the making of any new agreement between those parties will vary the terms under which the Musician is employed.

Wherever possible the language is simple. There are times however where it has been necessary to use more formal wording. Any members of staff wanting further explanation should contact the Society's Chief Executive.

## **DEFINITIONS**

"The Society" means the Royal Liverpool Philharmonic Society (RLPS) which is based at Philharmonic Hall, Hope Street, Liverpool, L1 9BP.

"The Orchestra" means the Royal Liverpool Philharmonic Orchestra.

"The Musician" means any musician employed under these terms and conditions.

*The headings to the clauses that follow are for convenience only.*



## **1. PLACE OF WORK**

- 1.1** The Orchestra's principal place of work is: Philharmonic Hall, Hope Street, Liverpool, L1 9BP
- 1.2** The Orchestra's home base is defined as the area covered by the 5 local authorities, which currently support the Society: Liverpool, Knowsley, Sefton, St Helens, Wirral. Subject to agreement with the orchestra, any other area within a 25 mile radius of the Philharmonic Hall covered by a local authority that provides annual funding to the Society may be included in the home base.
- 1.3** The following exceptional arrangements will apply for public concerts in Southport:
- 1.3.1 The Society will provide coach transport between Philharmonic Hall and the Southport venue;
- 1.3.2 The Society will pay a half meal allowance to musicians for concerts taking place in Southport.

## **2. DUTIES & RESPONSIBILITIES**

- 2.1** The Musician will be required to rehearse and perform for concerts, sound recording and broadcast, film and video recording, television, any repertoire programmed by the Society and attend such other additional engagements as shall be determined by the Society and notified to the Musician.
- 2.2** The Musician shall be in his or her place and be ready to play at the time fixed for the commencement of the rehearsal or performance and shall not be absent for any part of such rehearsal or performance without first obtaining the consent of the Orchestra Manager.
- 2.3** The musician will be required to appear at all engagements attired in an appropriate manner to the engagement. Variations to the normal tails and long black will be advised as appropriate.
- 2.4** If, in the opinion of a member of management, the orchestra leader, or a section leader a member of the orchestra is under the influence of any alcohol, drug or other substance which interferes with his/her ability to perform to the required standard, or which compromises the ability of any other employee to perform in their role, or which results in a potential health and safety risk, or which could cause the reputation of the Society to be brought into disrepute, he/she will be suspended and subject to subsequent disciplinary action as defined in the Employee Handbook.
- 2.5** Behaviour which is considered inappropriate and/or detrimental to the reputation of the Society or contrary to the best interests of its Employees will not be tolerated and dealt with under the terms specified within the Society's Disciplinary and Grievance procedure.
- 2.6** The Musician will be required to work at the home base and at other venues outside the home base as required by the orchestra schedule including undertaking foreign tours subject to the touring agreement.
- 2.7** The Musician will be required to undertake a range of activities in addition to rehearsal and performance, within contracted time, including training, education and community work, ensemble work, sitting on audition panels, trade union duties, and recording production. No musician will be required to undertake any non-playing activity e.g. education work for which the Society feels that he or she is unsuited, taking reasonable account of the musician's relevant expertise and experience and their own views in the matter. The Society reserves the right to discuss with individual players any area of activity for which it is felt the player is unsuited and offer training and guidance as appropriate to the activity. Activities



classed as non-playing sessions include audition panel, education work, recording production, trade union duties, training and orchestral meetings called by the management. The hours in non-playing sessions are not calculated against the weekly total (see clause 3.4.9).

- 2.8** A Musician engaged as Associate Principal, Principal or Sub-Principal shall, if reasonably required by the Society on a temporary basis, sit up to play any Section Leader, Associate Principal, Principal part in his or her instrumental group. A Musician engaged as a Section Player shall, if required by the Society on a temporary basis, sit up to play any Sub-Principal, Principal or Associate Principal part in his or her instrumental group. No additional payment will be made in respect of “sitting up” during the working schedule for up to a maximum of 130 sessions in any 52 week period (see clause 4.4).
- 2.9** A Musician engaged as a Section Leader, Associate Principal, Principal, Sub-Principal or Section Player shall play obligati, continuo, off stage, doubling (as specified in the job title) and chamber music as required by the Society.
- 2.9.1 Chamber music is defined as music for 13 or fewer players where each player is required to play an independent line.
- 2.9.2 No additional payment will be made in respect of these additional duties excepting where a section player is required to play chamber music, in which case they will receive the difference in session rate between the section player rate and the sub principal rate. The list of orchestral positions appears as Appendix F.
- 2.10** Where a Musician agrees to play any instrument not specified in their individual contract the Society will pay 50% of the appropriate session rate per instrument in addition to normal salary. No additional expenses (eg. portorage, doubling fees) will be payable.
- 2.11** All Section Leaders are responsible to the Society for the line management of their section and will be required to attend any meeting that may be called in connection with these responsibilities. Section Leaders shall be required to attend auditions in their Section as part of their annual sessional commitment (see clause 2.7). Section Leaders will be required to manage the release scheme in conjunction with the Orchestra Manager as detailed in clause 6 and in Appendix C.
- 2.12** String Section Leaders shall without any extra fee attend any meeting or conference that may be called to arrange bowing or to discuss points of general technique, and they will be responsible for ensuring that the string parts of their section shall be correctly marked as and where indicated by the conductor.

### **3. HOURS OF WORK**

#### **3.1 Working Year**

The Society’s working and leave year will run from 1<sup>st</sup> October to 30<sup>th</sup> September the following year.

#### **3.2 Working Week**

The working week shall run from Monday through to Sunday. The Society may call upon the Musician to work a basic week of 40 on call hours.

#### **3.3 On Call Hours**

On call hours shall be calculated:

- 3.3.1 within the home base from the scheduled start of the first call to the end of the last call in each day, excluding meal break times as defined in clause 3.6.



- 3.3.2 outside the home base from the time of the first call - departure of coach or train - to the scheduled time of return to the central point established as below:
- (a) the return times for specified journeys should if possible be agreed between the Orchestra and its management such agreement being then incorporated into the orchestra's schedule;
  - (b) failing or pending agreement between the Orchestra and its management, agreed timings shall be taken of three journeys and the average time of these three journeys shall become the standard time for publication in the schedule, this time being subject to re-negotiation in the event of significant changes in route or other relevant factors;
  - (c) while (a) and (b) above are being established, the return time shall be calculated for publication in the schedule by taking the time taken for the outward journey and deducting meal breaks;
- 3.3.3 on tour, by using the concept of a "moving base". A moving base is defined as a place of temporary stay on tour which becomes, by payment of overnight subsistence or provision of accommodation, the Musician's temporary base location for the following 24 hours.

#### **3.4 Playing Sessions**

The Musician's playing commitments will be calculated as follows:

- 3.4.1 The basic unit of work will be a "session"
- 3.4.2 The Musician will be required to work a maximum of 440 sessions in a working year
- 3.4.3 A session will not be longer than 3 hours and may be one of or any reasonable combination of, a concert, rehearsal, schools or family concert, and associated rehearsal, (see clarification in clause 3.4.8), a recording session, any other playing session (e.g. a composers' workshop or mentoring programme) a training session, a meeting called by the Administration or any promotional activity for the RLPO or associated activities.
- 3.4.4 As an exception to clause 3.4.3 above, a 4-hour session may be scheduled for rehearsal purposes only. Such a 4-hour rehearsal session can only be scheduled as an alternative to two separate rehearsal sessions when it is the only session scheduled on the day. Such a session will finish by 6.30pm at the latest and will be credited as two sessions.
- 3.4.5 For the purposes of calculating credited playing hours, rehearsal periods and studio recording sessions will be credited according to their pre-determined duration. Concerts and live recording sessions will normally be credited as 2.5 hours although such concerts and live recordings will normally be planned to be of approximately 2 hours duration. Rehearsals will normally be credited as 3 hours although such rehearsals will normally be planned to be of approximately 2.5 hours duration. Studio recording sessions will normally be credited as 3 hours.
- 3.4.6 A seating call of up to 15 minutes maximum length may be called to commence no earlier than 60 minutes prior to a performance in place of a rehearsal. A short rehearsal of up to 30 minutes maximum length may be called to commence no earlier than 75 minutes prior to a performance in place of a seating call or rehearsal. This short



rehearsal and performance will be credited as two sessions. This clause does not override clause 3.4.8

- 3.4.7 The number of playing hours in any one day will not exceed 6.
- 3.4.8 The number of sessions in any one day will not exceed 2 except on not more than 10 occasions a year. On these occasions not more than 4 sessions, aggregating not more than 6 playing hours may be credited as 2 sessions. On call hours will be credited from the beginning of the first call to the end of the last call of the day on these 10 occasions. e.g. two schools concerts of 1.5 hrs each separated with a one hour lunch break will total one session and still leave the possibility of an additional session in the day.
- 3.4.9 The maximum number of sessions in any 6 consecutive working days will normally be 12 but on no more than three occasions a year the Orchestra may be required to take part in a maximum of 16 playing sessions on 8 consecutive days. Individual musicians involved in project work outside the main orchestral schedule may be required to undertake a maximum of 16 sessions on 8 consecutive days on up to five occasions per year. (See clause 6.1 Free Days).
- 3.4.10 Credited playing hours will not exceed 31 in any given week.

### **3.5 Working Day at Home Base**

The working day at home base shall normally be during the period 10:00am to 10:00pm if there is an evening concert, or rehearsal with the choir. On days when there is no evening concert, or rehearsal with a choir, the working day shall be during the period 10:00am to 6:00pm, unless the Society is prevented from scheduling this because of a late return or for any other genuine reason.

### **3.6 Meal Breaks**

The meal break between rehearsals shall normally be 1 hour and between rehearsal and concert shall be 2 hours. Meal breaks between recording sessions will normally be 1.5 hours. Meal breaks shall, where reasonable, start between the following hours (at home base and away from home base): Lunch 12.30pm - 1.30pm: Evening Break 4.30pm - 6.30pm.

### **3.7 Breaks in Rehearsal**

During all rehearsals in excess of 1.5 hours duration, a break shall be called around the midpoint of the rehearsal. The musician will not be required to rehearse continuously for longer than 1 hour 50 minutes without a break.

- 3.7.1 For rehearsal in excess of 1.5 hours but not exceeding 2 hours a 10-minute break will be given.
- 3.7.2 For rehearsal exceeding 2 hours but not exceeding 3 hours a 15-minute break will be given.
- 3.7.3 For rehearsals exceeding 3 hours but not exceeding 4 hours an aggregate of 30 minutes will be given.

### **3.8 Late Working**

Where the scheduled time of return to the Philharmonic Hall, or Lime Street Station if travelling by rail, is after midnight the Musician shall not be called on that day until a period of 12 hours or, if that day is designated as a free day, 36 hours has elapsed between the scheduled return time and the time set for the next orchestral call.

### **3.9 Cancellation of Playing Sessions**

The Society reserves the right to cancel playing sessions with 4 weeks notice or more. If no further playing sessions are scheduled, then the day will be classed as a Free Day. Should it become necessary to cancel a scheduled



playing session with less than 4 weeks notice but more than 24 hours notice, and no further sessions are scheduled that day, then the day will be called a "No-Call Day". Playing sessions cancelled by the Society with 24 hours notice or less shall be treated as on-call hours. (See clause 5 Schedule).

#### **4. REMUNERATION**

##### **4.1 Salary**

The Orchestra's salary scales as agreed between the Society and the MU are set out in Appendix A of this Agreement. The Musician will be paid in accordance with the number of Sessions worked multiplied by the Session Rate. Salary will be paid monthly directly into the Musician's bank account. The normal date of payment will be the twentieth day of each month. Salaries are reviewed annually on 1<sup>st</sup> April and may be altered by agreement between the Society and the MU.

##### **4.2 Incremental Scale**

In addition to the annual review orchestral salaries are subject to an incremental scale. A Musician joining the Society will be placed on the incremental scale applicable to the position held and will progress to the next incremental point every three years until they reach the top of the scale applicable to the position held

##### **4.3 Overtime Payments**

Outside the conditions outlined in clauses 3 and 5, the Musician may be required to work for such overtime periods, as the Society shall reasonably require, subject to the following payments (see Appendix A):

4.3.1 Overtime will be calculated in 15-minute units and paid at the rate of 1/8<sup>th</sup> of the Musician's Session Rate where credited playing hours exceed 31 in any week.

4.3.2 Overtime will be calculated in 15-minute units and paid at the rate of 1/8<sup>th</sup> of the Musician's Session Rate where:

(a) performance or rehearsal exceeds 3 hours in any session or 6 hours in any day

(b) a rehearsal continues beyond its scheduled time, regardless of the hours in the day or week.

4.3.3 Where on call hours exceed 40 in any week on call overtime will be paid at rates outlined in Appendix A.

Unscheduled overtime on rehearsals or recordings can only be undertaken by prior agreement with the Musician.

On call hours in excess of 50 in one week or credited playing hours in excess of 36 in one week can only be scheduled by prior agreement with the orchestra (see clause 19.2).

Overtime paid under one heading shall not be payable under any other.

##### **4.4 Sitting Up Payments**

Where a musician agrees to sit up for more than 130 sessions in any 52 week period, to provide cover for long term sickness absence or for long term vacancies, then for any sessions in excess of 130 that the Musician continues to sit up he/she will be paid at the higher session rate applicable to the position which he/she is sitting up to.