



### **C. IMPLEMENTATION**

1. The orchestra work schedule will be published in 3 months blocks, and is published two months before start of the schedule period. It is accepted that to provide information this far in advance means that this schedule may be subject to change. The Management will endeavour to keep these changes to a minimum.
2. All requests for release from contract must be made using the recognised forms, which are available at the Philharmonic Hall and must normally be made 8 weeks in advance of the first day requested as a release day. No leave will be agreed without completion of these forms in order to maintain fairness and correct records.
3. The section leader has a management responsibility when allocating release from contract and natural release days to ensure that the personal development needs of the section members are being met. Appropriate members of the section will be given the opportunity to lead or move up within the section as a result.
4. The Principal Conductor, Chief Executive, Executive Director Orchestra, Ensembles and Education, Orchestra Manager or their representative may request that musicians be present for prestigious concerts, recordings or other sessions. Musicians will be notified as far in advance as possible of such dates.
5. If any musician experiences difficulty with the release from contract or natural release days they should first endeavour to resolve the problem with the Section Leader. The Orchestra Manager is available to provide advice. In cases of genuine concern the formal grievance procedure should be used.
6. Release day allocation may be changed subject to consultation with the Orchestra Manager, section leader and section members.

### **D. TIED DATES**

1. The system of tied dates means that certain dates in the schedule may cause some difficulty with the release from contract. Musicians wishing to select a release from contract that is tied to another date must use the remaining allocation of release from contract for the tied dates unless natural release days can be used.
2. There will be occasions when the tied date period may overlap more than one "period" of the 3 month schedule, in such circumstances the Musician accepts that the 3 blocks will not be of equal proportion and that the tied date rule still applies.
3. Tied dates may be grouped together within a maximum period of eight weeks, except in exceptional circumstances when this period may be extended after consultation with the players' representatives.



## **APPENDIX D**

### **MEDIA WORK**

New recordings whose primary purpose is as a soundtrack for cinema release or signature tunes/soundtracks for programmes that do not feature the RLPO (see clause 8.3 of this Agreement) are subject to the following conditions:

1. Recordings may only be made for the following:
  - Registered Low Budget British Films, or their equivalent as evidenced by proof signed by a qualified accountant of a budget level of £10 million or less
  - films that are wholly funded by the Film Council
  - the accompaniment of silent films that have no pre-existing sound track
  
2. The rights acquired by the Society shall be for worldwide theatrical exhibition use only. All other uses will be subject to additional payment to the Musician under the terms of the prevailing MU/PACT Agreement.

New recordings whose primary purpose is as a soundtrack for cinema release, short items for advertising jingles, signature tunes/soundtracks for programmes not featuring the RLPO or commercial audio recordings which would ordinarily be recorded under the terms and conditions of the BPI/MU General Agreement must utilise no fewer than 35 musicians.

## **APPENDIX E**

### **Audition Panels**

Section Leaders will be required as part of their normal duties to sit on audition panels for appointments in their own section or instrument group.

Any other player, regardless of position, who agrees to sit on an audition panel, will be credited with one non-playing session from their annual allocation per session of auditions attended.



## APPENDIX F

### Designation of pay scales for positions in the Orchestra

<b>1<sup>st</sup> Violins</b>	<b>Scale rate</b>	<b>Double Basses</b>	<b>Scale rate</b>	<b>Key</b>
Number 1	N	Number 1	SL	
Number 2	N	Number 2	AP	N = Negotiated Salary
Number 3	N	Number 3	P	
Number 4	P	Number 4	SP	SL = Section Leader
Number 5	SP	Number 5	S	
Number 6	SP	Number 6	S	AP = Associate Principal
Number 7	S (SP*)			
Number 8	S	First Flute	SL	P = Principal
Number 9	S	Second Flute	P	
Number 10	S	Third Flute / Piccolo	P	SP = Sub Principal
Number 11	S			
Number 12	S			S = Section Player
Number 13	S	First Oboe	SL	
Number 14	S	Second Oboe	P	* protected position
		Third Oboe / Cor Anglais	P	
<b>2<sup>nd</sup> Violins</b>				
Number 1	SL	First Clarinet	SL	
Number 2	AP	Second Clarinet	P	
Number 3	P	Third Clarinet /	P	
Number 4	SP	Bass Clarinet		
Number 5	S			
Number 6	S	First Bassoon	SL	
Number 7	S	Second Bassoon	P	
Number 8	S	Third Bassoon /	P	
Number 9	S	Contrabassoon		
Number 10	S			
Number 11	S	First Horn	SL	
Number 12	S	Second Horn	P	
		Third Horn	AP	
<b>Violas</b>				
		Fourth Horn	P	
Number 1	SL	Fifth Horn	P	
Number 2	AP			
Number 3	P	First Trumpet	SL	
Number 4	SP	Second Trumpet	P	
Number 5	S	Third Trumpet	P	
Number 6	S			
Number 7	S	First Trombone	SL	
Number 8	S	Second Trombone	P	
Number 9	S	Bass Trombone	P	
Number 10	S			
		Tuba	P	
<b>Cellos</b>				
Number 1	SL	First Percussion	SL	
Number 2	AP	Second Percussion	P	
Number 3	P	Third percussion	P	
Number 4	SP			
Number 5	S	Timpani	SL	
Number 6	S			
Number 7	S	Harp	SL	
Number 8	S			

## **APPENDIX G**

### **Learning Payments**

Learning work carried out in non-contract time is offered on a freelance basis, and any musician wishing to deliver Learning activity must first meet the criteria to be on Liverpool Philharmonic's Approved Musicians List.

The standard session rate for Learning work is linked to the top scale on the Principal scale which includes holiday pay and any other statutory payments. Different rates may apply in certain projects.

A session will be of a maximum of 3 hours duration which can comprise performances or workshops of up to 2 hours in aggregate, at two separate sites within 10 miles distance of each other.

### **Disclosure & Barring Service checks**

Depending on the nature of the work, musicians opting to undertake learning activity may first need to satisfy a check by the Disclosure and Barring Service. This check includes 'spent' and 'unspent' convictions, other than some old and minor convictions and cautions, as defined by the Rehabilitation of Offenders Act 1974.

The information contained in the DBS certificate is only seen by those who need it as part of the recruitment and checking process. The Royal Liverpool Philharmonic complies with the DBS's code of practice on the use and storage of DBS checks.

There is a written policy on the recruitment of ex-offenders, which can be requested from the Society.



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## **APPENDIX H**

### **CAPABILITY PROCEDURE**

1. The following procedure will be followed by the Society where the Musician's standard of performance is deemed to have fallen below acceptable standards. At all stages of this procedure the Musician will be given every reasonable assistance by the Society and will receive such monitoring of his or her progress as may reasonably be required. The Principal Conductor will be kept fully informed by the Orchestra Manager.
2. For the purposes of this appendix reference to the "Artistic Executive" will be interpreted as at least two of the following: the Principal Conductor, the Executive Director, Orchestra Ensembles and Education, the Orchestra Manager; Leader or Associate Leader or nominated representatives thereof.

#### **The Informal Procedure**

2. Before any formal procedure is started, the Musician will normally be told informally by the Section Leader or Leader of the perceived problems. If requested by the section leader or the player concerned the Orchestra Manager may be in attendance at the meeting. If the Orchestra Manager does not attend then a written report of this meeting must be made to the Orchestra Manager and a letter sent to the player to confirm the start date of the informal part of the process. After this informal dialogue the Society may at the request of the Leader, the Section Leader or the Musician, offer assistance, which could include paid leave. If informal assistance is offered and accepted then a moratorium on any further action will persist for a period of at least three months. If at the end of this period the musician's performance has returned to a satisfactory level, then records of the meeting will be removed from the players' file after a further three months has elapsed.
3. If at the end of the moratorium, the Musician's performance continues to be unsatisfactory then the formal procedure will be commenced.

#### **The Formal Procedure**

4. A Section Leader's panel will be constituted, in order to provide a forum for effectively dealing with capability issues. This panel will normally consist of other Section Leaders in the instrument group concerned (strings, woodwind or brass and percussion), and will meet at the instigation of the Artistic Executive to advise on appropriate action.
5. *Formal Notice/Warning.* A meeting will be arranged (usually at a minimum of two working weeks' notice) between the Musician, the Section Leader or Principal Conductor and the Orchestra Manager or Artistic Executive. The Musician will be advised of the reasons for the warning and that it is the formal stage of the Capability Procedure. The Notice or Warning will be given by the Orchestra Manager or Artistic Executive and the Musician's Section Leader or the Leader. A Musicians' Union Representative or another member of the Orchestra of the Musician's choice may also be present.
6. Following the meeting, the Orchestra Manager will send to the Musician a written note of the warning detailing the full substance of the problem; the improvements required and the timescale permitted, which shall be up to three months.
7. If the Musician improves sufficiently within the timescale permitted the procedure will be stayed, at that stage, and the warnings will lapse after six months. The procedure will then cease and any record will be expunged.
8. If the process continues, then either:
  - 8.1 re-audition will occur under the following conditions:



- 8.1.1 Not less than four working weeks' notice of such audition will be given.
- 8.1.2 The audition panel will consist of the Leader and/or Associate Leader, two members of the Section Leaders' panel, an independent assessor whose identity will be agreed between the Society and the Musicians' Union and one person nominated by the Musician. A member of the Artistic Executive will attend to observe the procedure. The Principal Conductor will be invited to attend but the process will not be inhibited by the availability or otherwise of the Principal Conductor.
- 8.1.3 The Musician may request not more than ten working days' additional paid leave immediately before the audition and such request will not be unreasonably refused.
- 8.1.4 The music for the audition will be agreed by the Audition panel and notified to the Musician with the notice of audition and will be drawn from the Orchestra's current repertoire (and will be performed unaccompanied).
- 8.1.5 The Society will inform the Musician of the result of the audition within seven days.
- 8.1.6 If, in the majority opinion of the panel, the Musician's performance at the audition is unsatisfactory, the Musician will be entitled to a second audition conducted in a similar manner to the first audition (*again with four working weeks prior notice*), except that the pre-notified music will be agreed by the Audition panel and be drawn from the standard orchestral repertoire (again performed unaccompanied).

Or

**8.2** a trial period will occur under the following conditions:

- 8.2.1 A trial period of orchestral work will commence, of not less than one month duration, during which her/his performance will be evaluated by the Principal Conductor, if he is performing with the orchestra during the period and Section Leader's panel.
  - 8.2.2 In addition to his/her normal duties, the player will be required to sit-up in any capacity included in contracted work (see clauses 2.4, and 2.5 in the Terms & Conditions).
- 9.** The Musician will be informed in writing by the Orchestra Manager of the outcome of the audition or trial within seven days of the re-audition or the end of trial period. If the Musician's performance at the re-audition or at the end of the trial period is still considered still to be unsatisfactory, the Society will normally terminate the Musician's employment by notice.
- 10.** The Society will endeavour to consider an alternative to dismissal and such an alternative will require the co-operation of the Principal Conductor, Section Leader, Leader, Orchestra Manager and Artistic Executive.

### **Appeal**

- 11.** The Musician is entitled to Appeal against the outcome of this review to the Chief Executive. Such an Appeal should be lodged within fourteen days of the date the outcome was communicated to the Musician. The Musician is required to state his full grounds for Appeal in the Appeal notice. The Appeal will not normally order any further re-auditions.



**Appendix 27**

**BBC/Musician's Union Agreement**



# BBC/MU ORCHESTRAS AGREEMENT

2013/14

18<sup>TH</sup> FEBRUARY 2014

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## **1. Introduction**

- 1.1 The purpose of this agreement between the BBC and Musicians' Union is to ensure that the orchestras are equipped to play a full part in the BBC's future as the leading public service broadcaster in the digital multi-media broadcasting environment.
- 1.2 The terms of this Agreement are effective from 1<sup>st</sup> August 2011 until 31<sup>st</sup> July 2012.

## **2. Rights**

### **Introduction**

- 2.1 There will be no restriction on the types of work undertaken within the terms of the contract by the BBC Orchestras.
- 2.2 The BBC will acquire within salary all rights in such work for use in all media, formats and territories in perpetuity subject to the following attracting supplementary payments. Where these payments apply these will be in line with the relevant freelance agreement to which the Musicians' Union is currently a party or agreed with the Musicians' Union where no freelance agreement is in place.
  - (i) extracts used in a manner which is completely outside the context of the original use for a purely commercial purpose unrelated to the BBC's activities (e.g. the use of an extract as an advertising jingle by a commercial advertising agency).
  - (ii) altered, adapted or remixed extracts used in an interactive application (other than in a public service or educational context would not attract supplementary payment)
  - (iii) third party hire arrangements where the BBC grants the third party specific rights to further commercial exploitation of the performance. A third party hire arrangement is one where there is no connection to the following: the BBC, any other public service broadcaster, BBC Worldwide, tours or participation at festivals or work for any organisation in which the BBC is a co-production or broadcast partner
  - (iv) single purpose sessions for a commercial audio recording in which there is no BBC involvement, a payment of 50% of the appropriate MU/BPI rate will be payable

N.B It is not the intention of the BBC to substitute the music recorded under these terms for music which otherwise would be recorded specifically for a particular Radio or Television programme. This does not preclude the use of music recorded under these terms as an alternative to other existing and available recorded music.

### **3. Scheduling**

#### **3.1 Scheduled hours**

3.1.1 There will be a maximum of 2,080 hours scheduled per year.

3.1.2 The year will be divided into quarters as follows for the purposes of scheduling:-

BBC Weeks 1 - 13            (January to March)

BBC Weeks 14 - 26        (April to June)

BBC Weeks 27 - 39        (July to September)

BBC Weeks 40 - 52        (October to December)

3.1.3 Each quarter will represent 520 hours (i.e. 2,080 divided by 4).

3.1.4 There will be a maximum of 390 playing hours in a 13 week quarter.

3.1.5 There will be a maximum of 31 playing hours in a week although on 8 occasions a year this may be increased to 36 hours however 2 or more consecutive 36 hour weeks may not be scheduled.

3.1.6 There will be a maximum of 44 scheduled hours (i.e. on-call and playing) in each week.

3.1.7 In any year in which there are 53 "BBC Weeks", the last quarter will contain 14 weeks, i.e. 560 hours with a maximum of 420 playing hours.

#### **3.2 Scheduled Work on Days at Base**

3.2.1 Time shall be credited in half-hour units on the basis of actual scheduled time, i.e. from the start of the rehearsal, recording, rehearse/record or performance session to the end of the scheduled session. No session shall be credited at less than one hour (even if the duration of the session is shorter). No time shall be credited in respect of travel time to and from base.

3.2.2 Meal times (1 hour for lunch and 1 hour 30 minutes for dinner) shall not form part of the on-call hours.

#### **3.3 Scheduled Work on Days Away from Base (or temporary base if on tour in the UK)**

Time shall be credited in half-hour units on the basis of both:

- (i) actual scheduled playing time, i.e. from the start of the rehearsal or performance session to the end of the scheduled session. No session shall be credited at less than one hour (e.g. even if the duration of the session is shorter e.g. for a seating call) and
- (ii) on call times, i.e. from leaving base to returning to base (excluding actual scheduled playing time).

- NB (i) The BBC has agreed that meal times (1 hour for lunch and/or 1 hour 30 minutes for dinner) within on-call periods away from base shall count as on-call time.
- (ii) Journey times will be estimated and agreed locally prior to the commencement of any journey, based on local knowledge and an average of previous journey times and allowing for appropriate breaks on longer journeys. Subsequent changes in times will be by mutual agreement.
- (iii) There is an agreement recognising a “moving base”, i.e. tours in the UK, where players are staying away from home overnight, and in respect of a working day away from base the normal credit shall apply but the total credit for that day shall not be less than 3 hours. The new base will be established at the end of the concert or at the end of a journey to a different base.

### **3.4 Consecutive Days**

Activity will not be scheduled on more than eight consecutive days other than in exceptional circumstances.

### **3.5 Three Session Days**

Three session days will not be scheduled on more than twenty occasions per year.

### **3.6 Overnight Break**

A minimum overnight break of eleven hours will be scheduled between periods of activity. When work away from base is involved the break will begin at the scheduled return time.

### **3.7 Overtime**

3.7.1 Overtime will be paid in 15 minute units. The hourly rate is calculated by dividing the annual salary by 1326 hours.

3.7.2 Overtime will be paid in respect of duty scheduled in excess of 520 hours in any quarter.

3.7.3 Overtime rates will be paid in respect of any playing hours worked above 31 in any week, subject to 3.1.5 above where on 8 occasions a year this may be increased to 36 hours, and in respect of any scheduled hours worked in excess of 44 in any week.

N.B. BBC Orchestras will continue to use the week as defined “Sunday to Saturday both days inclusive.”

3.7.4 Overtime is not payable twice for any given period.

3.7.5 Overtime rates will also be paid in respect of any unscheduled additional playing time at the end of a rehearsal or recording session.

### **3.8 Scheduled Working Time**

Working time will be permitted to be scheduled for any work undertaken by the Orchestras including activities such as staff training, seminars and audition panels.

### **3.9 Notice of Scheduled Working Time**

The BBC shall use its best endeavours to give (the Artist) at least fourteen days notice of any alteration in the attendances required (of the Artist) unless such alteration is due to unavoidable changes in the BBC's requirements.

### **3.10 Annual Leave, Public Holidays, Corporation Day**

Annual leave is normally scheduled by your Orchestra Manager, but in Orchestras where part of the annual leave entitlement is not scheduled (known as 'own choice leave'), you should apply for it from your Orchestra Manager well in advance of the dates when you wish to take it. NB All leave is subject to operational requirements and the need to maintain reasonable staffing levels.

3.10.1 There are five weeks of Annual Leave entitlement.

Each week of Annual Leave will be credited as 40 scheduled hours.

3.10.2 There are eight Public Holidays plus Corporation Day.

Each of these nine days will be credited as eight scheduled hours.

- NB
- i) Annual Leave, Public Holidays and the Corporation Day will be credited in the quarter they occur.
  - ii) The main Summer annual leave break will, whenever possible, be scheduled to commence on a Saturday and one "free day" will be attached to the end of the leave period.
  - iii) A main Summer annual leave break commencing on any other day, will attract two "free days" to be attached to the leave period.
  - iv) Leave weeks given under this clause will not be subject to the "BBC Week" for the purposes of crediting.
  - v) Leave weeks shall be designated as 30 playing hours and 10 on-call hours.

### **3.11 Free Days**

3.11.1 There will be 100 free days per year.

3.11.2 A minimum of 26 days will be given as 13 pairs of consecutive days.

3.11.3 There will be a minimum of one pair of consecutive free days in any four week period.

3.11.4 There will be a minimum of twenty free days per quarter (BBC weeks: 1-13, 4-26, 27-39, 40-52/53). The minimum of twenty free days per quarter will be reduced by 1 free day pro rata to the number of weeks of Annual Leave falling in that quarter.

3.11.5 In each period of two BBC weeks there will be at least two free days.

### **3.12 Release from duties for work with other orchestras**

Release from duties to work with other orchestras will normally only be granted for formal trials for vacant posts with other orchestras.

Requests for release for formal trials will need to be supported by written evidence from the orchestra offering the trial and will always be subject to operational needs. Due consideration will be given to the nature of the work for which a release has been requested e.g. work with the Principal Conductor/Music Director, tied dates and important high profile work such as the Proms.

Where a release is granted, it will be taken as unpaid leave, calculated as follows:

- 20 or less days per year: 1/221<sup>st</sup> of salary, and
- 21 or more days per year: the full cost of the deputy (including any expenses, subsistence and travel)

NB The year will commence from the first date of absence for each player.

If, exceptionally, a release is granted for work other than formal trials with other orchestras, then the player will be responsible for meeting the full cost of a deputy, including all expenses, subsistence and travel.

### **3.13 Travel Away from Base - not part of a UK or foreign tour**

3.13.1 Return journeys by coach shall be limited to a maximum of 320 miles round trip from base (depending on terrain and road infrastructure) in any 24 hour period.

3.13.2 Single journeys from base in excess of 160 miles shall attract an overnight allowance or accommodation will be provided.

N.B. Journeys by rail, sea or air within the UK to be negotiated separately.

### **3.14 Return to Base After Midnight**

3.14.1 When an orchestra returns to base after midnight the following late return fees will be payable:

Return between midnight and 12.30 am - £10.85

Return between 12.30 am and 1.00am - £21.85

3.14.2 When return to base is after 1.00am an overnight payment shall be paid or accommodation provided.

3.14.3 The calculation of a return time assumes that coaches return to base by the quickest or more direct route. "Stopping off" to allow passengers to alight from the coach will not be part of the calculation.

3.14.3 The following day will be scheduled in the normal way subject to the provision of clause 3.6.

### **3.15 Night Work**

A supplementary payment of £25.00 will be made for playing between midnight -0800.

### **3.16 Stepping Up and Acting Up**

#### **3.16.1: Stepping Up**

A player may be asked to Step Up one place for up to 45 days or 90 sessions (whichever comes first) within salary. However, a payment equal either to the appropriate hourly rate or by local agreement will be made when either:

- (i) a player is required to step up one place for 46 or more ad hoc days (or 91 sessions) in a 12 months period, OR
- (ii) a player agrees to step up two places

#### **3.16.2: Acting Up**

Where a musician agrees to act up the musician will receive the pay scale of the seat he or she acts up to and can be required to step-up a further seat as detailed in the contract and 3.16.1 above during this period.

### **3.17 Allowances**

#### **3.17.1. Travel and Subsistence**

The BBC reserves the right in all cases to provide transport, accommodation or meals in lieu of an allowance and there may be circumstances in which a meal allowance is paid but an overnight allowance is not paid or vice versa. Where an allowance is paid the rates are as follows:

#### **Meal Allowances**

- Away from home or base for more than 5 hours and where there are no BBC canteen facilities £6.00
- Away from home or base for more than 10 hrs and where there are no BBC canteen facilities (departing after 1300) £13.00
- Away from home or base for more than 10 hrs and where there are no BBC canteen facilities (departing before 1300) £19.00

## **Accommodation, Breakfast & 24 Hours Allowances**

The BBC will usually arrange and pay for accommodation and breakfast. Where these have not been provided one of the following will apply:

- (i) Maximum receipted allowances (exc VAT) are: £85.00 (bed and breakfast)  
£75.00 (accommodation only)

This receipted allowance is subject to the prior approval of the Orchestra's Management.

- (ii) Where the BBC arranges and pays for accommodation and breakfast but players are given the option to arrange their own accommodation and breakfast (excluding staying with friends/family which is dealt with in (iii) below) they will receive reimbursement of the actual cost of accommodation upon production of a receipt and up to a maximum of that which the BBC is paying for accommodation and breakfast, but this is also subject to the maximum receipted allowance. Players must provide a receipt in order to be reimbursed.

- (iii) Where players are given the option to arrange their own accommodation and stay with friends/family a sum of £20.00 will be paid

In addition to the above a 24 hours allowance of £5.00 applies

### **3.17.2 Instrument Maintenance Allowance**

An allowance of up to £306.00 per year is made to each full-time musician. Part-time musicians will receive a pro-rated allowance. Players will be required to provide receipts. This is a tax free allowance where used to maintain, service or repair an instrument or for the purchase of consumables.

### **3.18 Foreign Touring**

Arrangements regarding all aspects of foreign touring shall be subject to separate local agreement.

### **3.19 Local Agreements**

Local agreements and variations may be entered into regarding Terms and Conditions as demanded by the Orchestras' activity and BBC local practices including arrangements relating to UK tours.



## **4. Salaries**

### **4.1 Salary Scales**

The salary scales for each orchestra are listed on the pages following.

### **4.2 London Weighting**

London Weighting applies to the BBC Concert Orchestra and BBC Symphony Orchestra.

London Weighting is £3,716

### **4.3 BBC Long Service Salaries (Years 10 and 20)**

These enhanced salaries apply after 10 or 20 years' service with the BBC.

## BBC SYMPHONY ORCHESTRA : INCREMENTAL SCALE

Grade	Years	Salary incl LW	Overtime/hour
Tutti	1	£ 37,988	£ 28.65
	2	£ 38,556	£ 29.08
	3	£ 39,197	£ 29.56
	4	£ 39,841	£ 30.05
	10	£ 40,372	£ 30.45
	20	£ 40,902	£ 30.85
Tutti Numbered	1	£ 39,868	£ 30.07
	2	£ 40,452	£ 30.51
	3	£ 41,131	£ 31.02
	4	£ 41,830	£ 31.55
	10	£ 42,361	£ 31.95
	20	£ 42,891	£ 32.35
First Violin no.6	1	£ 38,825	£ 29.28
	2	£ 39,407	£ 29.72
	3	£ 40,064	£ 30.21
	4	£ 40,724	£ 30.71
	10	£ 41,255	£ 31.11
	20	£ 41,785	£ 31.51
Sub Principal B	1	£ 39,963	£ 30.14
	2	£ 40,550	£ 30.58
	3	£ 41,230	£ 31.09
	4	£ 41,930	£ 31.62
	10	£ 42,461	£ 32.02
	20	£ 42,991	£ 32.42
Sub- Principal	1	£ 41,081	£ 30.98
	2	£ 41,695	£ 31.44
	3	£ 42,397	£ 31.97
	4	£ 43,112	£ 32.51
	10	£ 43,643	£ 32.91
	20	£ 44,173	£ 33.31
Co- Principal	1	£ 44,193	£ 33.33
	2	£ 44,872	£ 33.84
	3	£ 45,653	£ 34.43
	4	£ 46,448	£ 35.03
	10	£ 46,978	£ 35.43
	20	£ 47,509	£ 35.83
Principal	1	£ 48,838	£ 36.83
	2	£ 49,627	£ 37.43
	3	£ 50,503	£ 38.09
	4	£ 51,368	£ 38.74
	10	£ 51,898	£ 39.14
	20	£ 52,429	£ 39.54

**BBC PHILHARMONIC ORCHESTRA**  
**BBC SCOTTISH SYMPHONY ORCHESTRA**  
**BBC NATIONAL ORCHESTRA OF WALES: INCREMENTAL SCALE**

Grade	Years	Salary (p.a.)	Overtime (hour)
Tutti	1	£ 29,254	£ 22.06
	2	£ 29,735	£ 22.42
	3	£ 30,276	£ 22.83
	4	£ 30,818	£ 23.24
	10	£ 31,348	£ 23.64
	20	£ 31,878	£ 24.04
First Violin No.6 (R&F)	1	£ 29,875	£ 22.53
	2	£ 30,370	£ 22.90
	3	£ 30,923	£ 23.32
	4	£ 31,476	£ 23.74
	10	£ 32,006	£ 24.14
	20	£ 32,536	£ 24.54
2nd Violin, Viola, Cello & Double bass N0.4	1	£ 31,172	£ 23.51
	2	£ 31,666	£ 23.88
	3	£ 32,245	£ 24.32
	4	£ 32,847	£ 24.77
	10	£ 33,377	£ 25.17
	20	£ 33,907	£ 25.57
1st Violin No. 5 (R&F)	1	£ 31,520	£ 23.77
	2	£ 32,025	£ 24.15
	3	£ 32,611	£ 24.59
	4	£ 33,215	£ 25.05
	10	£ 33,745	£ 25.45
	20	£ 34,275	£ 25.85
Sub - Principal	1	£ 31,839	£ 24.01
	2	£ 32,356	£ 24.40
	3	£ 32,949	£ 24.85
	4	£ 33,552	£ 25.30
	10	£ 34,083	£ 25.70
	20	£ 34,613	£ 26.10
Principal	1	£ 33,686	£ 25.40
	2	£ 34,233	£ 25.82
	3	£ 34,861	£ 26.29
	4	£ 35,507	£ 26.78
	10	£ 36,037	£ 27.18
	20	£ 36,567	£ 27.58
Section Principal	1	£ 35,560	£ 26.82
	2	£ 36,164	£ 27.27
	3	£ 36,831	£ 27.78
	4	£ 37,487	£ 28.27
	10	£ 38,017	£ 28.67
	20	£ 38,547	£ 29.07
Key Principal	1	£ 37,388	£ 28.20
	2	£ 38,013	£ 28.67
	3	£ 38,716	£ 29.20
	4	£ 39,421	£ 29.73
	10	£ 39,952	£ 30.13
	20	£ 40,482	£ 30.53

## BBC CONCERT ORCHESTRA : INCREMENTAL SCALE

Grade	Years	Salary incl LW (p.a.)	Overtime (hour)
Tutti	1	£ 32,971	£ 24.86
	2	£ 33,451	£ 25.23
	3	£ 33,993	£ 25.64
	4	£ 34,534	£ 26.04
	10	£ 35,064	£ 26.44
	20	£ 35,595	£ 26.84
Sub -Principal	1	£ 35,555	£ 26.81
	2	£ 36,072	£ 27.20
	3	£ 36,665	£ 27.65
	4	£ 37,269	£ 28.11
	10	£ 37,799	£ 28.51
	20	£ 38,329	£ 28.91
Principal	1	£ 37,402	£ 28.21
	2	£ 37,949	£ 28.62
	3	£ 38,577	£ 29.09
	4	£ 39,223	£ 29.58
	10	£ 39,753	£ 29.98
	20	£ 40,284	£ 30.38
Section Principal	1	£ 39,276	£ 29.62
	2	£ 39,880	£ 30.08
	3	£ 40,547	£ 30.58
	4	£ 41,203	£ 31.07
	10	£ 41,733	£ 31.47
	20	£ 42,263	£ 31.87
Key Principal	1	£ 41,104	£ 31.00
	2	£ 41,729	£ 31.47
	3	£ 42,432	£ 32.00
	4	£ 43,138	£ 32.53
	10	£ 43,668	£ 32.93
	20	£ 44,198	£ 33.33

## **5. MISCELLANEOUS TERMS – STAFF**

### **5.1 Instruments**

#### **a. Loans**

The BBC will consider making a loan to members of staff in the following circumstances:

**Instrument Loans.** Players can apply for an instrument loan with the following conditions:

The player must make the following contribution to the cost for an instrument costing:

- up to £3000 - 50% or more of the cost of the instrument
- greater than £3000 and less than £5000 - 40% or more of the cost of the instrument.
- greater than £5000 - 30% or more of the cost of the instrument.

Repayment period :

- for an instrument costing up to £3000 - one year
- for an instrument costing over £3000 and less than £5000 - two years
- for an instrument costing over £5000 - three years

A guarantor must be provided for loans over £1000 or for a player with short service.

You must provide evidence of the purchase within one month of the loan being granted.

All loans are at the management's discretion.

#### **b. Insurance**

The BBC's group insurance policy for the BBC's Performing Groups will cover one of each type of instrument which the musician is contracted to play. The musician will provide the detail(s) and valuation(s) by a reputable dealer of the instrument(s) to be covered by the BBC.

### **5.2 External Training and Development**

In certain circumstances the BBC will contribute towards the cost of external training or development to aid a player's musical advancement.

The main condition for eligibility for training or development is that the activity must be of benefit to the BBC because it is relevant to a player's current role. Assistance may also be provided in cases where it is relevant to a post which the player is likely to hold in the foreseeable future. Assistance will not be given for courses related to vague prospects or for general educational courses at degree or other levels. Typical activities include:

- Lessons
- Masterclasses
- Alexander Technique
- Posture control and correction ( e.g. physiotherapy)
- Self development
- Team building

Financial assistance will only be given with the Orchestra Manager's approval and in some cases may only be a partial contribution to the cost of the training or development. Players who wish to request assistance should apply to their Orchestra Manager. Applications should be made in advance because retrospective approval will not normally be given.

The BBC will pay the fees either direct to the player on production of a receipt (if this has been agreed in advance with the manager) or direct to the training provider on production of a bona fide invoice which must contain the following details:

1. Your name
2. Your Orchestra's name (e.g. BBC National Orchestra of Wales)
3. The type and dates of the training
4. Whether the provider of the training is VAT registered or not.

## 6. Extras and Deputies for BBC Orchestras (from 1<sup>st</sup> October 2011)

### 6.1 Fees

6.1.1(i) The fee for a day (normally 2 x 3 hours sessions) is:

<u>Regional</u>	
Principal	£154.00
Sub-principal	£145.00
Tutti	£133.00

<u>London</u>	
Principal	£175.00
Sub-principal	£166.00
Tutti	£153.00

NB: Two sessions in one day should not exceed an aggregate of 6 hours. In the event that 6 hours are exceeded the overtime payments outlined in 6.2 apply.

(ii) If a further session (3 hours) is required then the fee is:

<u>Regional</u>	
Principal	£77.00
Sub-principal	£72.50
Tutti	£66.50

<u>London</u>	
Principal	£87.50
Sub-principal	£83.00
Tutti	£76.50

For the avoidance of doubt, in the case of concerts with a paying audience ("Public Concerts"), the fee in 6.1.1 (i) will cover the performance at the Public Concert and the associated rehearsal on the day of the Public Concert.

If additional rehearsal(s) is/are required either on the day of performance or on a previous day(s) then the fee in paragraph 6.1.1 (ii) above is payable.

6.1.2 Where a player is engaged for a single session (3 hours) on a day and where there are no additional days work for a recording/performance the fee is:

<u>Regional</u>	
Principal	£107.80
Sub-principal	£101.50
Tutti	£93.10

<u>London</u>	
Principal	£122.50
Sub-principal	£116.20
Tutti	£107.10

6.1.3 In the event of overtime the payments outlined in 6.2 applies. Upon payment of the fees specified in Clauses 6.1.1 and 6.1.2 above the BBC will acquire all rights in the work undertaken by the Extras and

Deputies for use in all media throughout the world in perpetuity subject to the terms and conditions specified in Clause 2.

Equitable Remuneration: In respect of home video exploitation, the parties hereto acknowledge that the fees specified in 6.1.1 and 6.1.2 above encompass the present assessment of Equitable Remuneration in respect of the rental and lending rights.

## **6.2 Overtime**

For work beyond the length of the above sessions the fees below apply for each 15 minutes or part thereof:

	<u>London</u>	<u>Regions</u>
Principal	£7.350	£6.40
Sub Principal	£6.90	£6.00
Tutti	£6.40	£5.50

## **6.3 Night Work**

A supplementary payment of £25.00 will be made for playing between midnight -0800.

## **6.4 Out of town rates**

For engagements taking place 15 miles or more from the recognised centre of the city in which the musicians are based:

Returning before midnight	£17.50
Returning after midnight	£22.90

## **6.5 Doubling**

Extras and Deputies will be entitled to a single doubling supplement of £13.20 which will cover all doubling required with no limit on the number of instruments or sessions for the relevant programme.

## **6.6 Travel and Subsistence Allowances**

### **6.6.1. Provision of transport, accommodation and meals**

The BBC reserves the right in all cases to provide transport, accommodation or meals in lieu or an allowance. There may be circumstances in which a meal allowance is paid but an overnight allowance is not paid or vice versa.



### **6.6.2. Local Agreements**

Local agreements and variations may be entered into regarding these terms and conditions as demanded by the Orchestras' activity and BBC local practices including arrangements relating to UK tours. The BBC manager will confirm in advance of the engagement any local variations to the terms below.

### **6.6.3. Meals**

- Away from home or base for more than 5 hours and where there are no BBC canteen facilities £6.00
- Away from home or base for more than 10 hrs and where there are no BBC canteen facilities (departing after 1300) £13.00
- Away from home or base for more than 10 hrs and where there are no BBC canteen facilities (departing before 1300) £19.00

### **6.6.4 Overnight Accommodation and Breakfast**

#### **(I) On Tour with the Orchestra in the UK**

The BBC will usually arrange and pay for accommodation and breakfast. Where these have not been provided one of the following will apply:

- (i) Maximum receipted allowances (exc VAT) are: £85.00 (bed and breakfast)  
£75.00 (accommodation only)

This receipted allowance is subject to the prior approval of the Orchestra's Management.

(ii) Where the BBC arranges and pays for accommodation and breakfast but players are given the option to arrange their own accommodation and breakfast (excluding staying with friends/family which is dealt with in (iii) below) they will receive reimbursement of the actual cost of accommodation upon production of a receipt and up to a maximum of that which the BBC is paying for accommodation and breakfast, but this is also subject to the maximum receipted allowance. Players must provide a receipt in order to be reimbursed.

(iii) Where players are given the option to arrange their own accommodation and stay with friends/family a sum of £20.00 will be paid

In addition to the above a 24 hours allowance of £5.00 applies

#### **(II) All other work with the Orchestra (excluding Foreign Tours)**

Bed and Breakfast (flat rate) £45.00

### **(III) Foreign Touring**

Arrangements regarding all aspects of foreign touring shall be subject to separate local agreement.

#### **6.6.5 Travel**

Where transport is not paid for and/or provided by the BBC a standard class rail fare will be paid.

#### **6.7 Travel Days (UK Tours only)**

The fees outlined in 6.1.1 (ii) above will be paid for:

(i) orchestral travel days; and

(ii) where there is travel on a final day of a tour and if the orchestra returns to base after 1300.

#### **6.8 Porterage**

##### Group A

Chimes, Drums, Marimba, Vibes, Xylophone £17.00

##### Group B

Electric Accordion, Electric Guitar, Bass Saxophone,  
Tuba, Double Bass £13.00

NB: Limit of payment in Group B for two or more instruments

##### Group C

Bass Clarinet plus 1 other instrument, Contra Bassoon, Glockenspiel,  
Baritone Saxophone, Trombone plus 1 other brass instrument, French  
Horn plus 1 other brass instrument, 2 Saxophones, Cello £9.00

##### Group D

Piano Accordians £7.00

##### Group E

Harp, Timps, Organ

NB: Porterage rates for these instruments will be negotiated individually.

Kit Drums £50.00

#### **6.9 Payment**

Payment will be made by cheque/BACS within 30 days of the last day of the engagement.

## **6.10 MU Pension Scheme**

The following sets out the terms agreed between the BBC and the MU for contributions made to the MU Pension Scheme.

Where the musician is a member of the MU Pension Scheme and has elected to make a contribution the BBC will contribute 7.5% of designated as pensionable payments and the Musicians will contribute 5% of those fees designated as pensionable (see definition below).

The BBC will remit their contribution and the musician's contribution direct to the Pension Scheme on a monthly basis.

Fees defined as pensionable payments (figures in brackets refer to paragraphs in agreement):

Fees (excluding rehearsal only days)	(6.1)
Overtime	(6.2)
Doubling	(6.5)

## **6.11 Payments for additional uses of recordings made prior to 1<sup>st</sup> April 2008**

### **1. Commercial Exploitation**

#### **(i) Commercial Audio Release**

Commercial Audio Release is defined as the right to distribute sell rent or lend recordings by any means (including but not limited to CDs or by any technical means now known or which may become known).

£13.90 per 10 minutes of material contained in the commercial audio recording shall be paid.

#### **(ii) All Commercial audio/audio visual exploitation (except Commercial Audio Release as described in (i) above)**

Payment for all other commercial exploitation will be made with reference to the relevant freelance agreement or agreed with the Musicians' Union where no freelance agreement is in place.

Equitable Remuneration: In respect of home video exploitation, the parties hereto acknowledge that the Fees specified above encompass their present assessment of Equitable Remuneration in respect of the rental and lending rights.

### **2. Public Service Uses**

The fees and supplements paid prior to 1<sup>st</sup> April 2008 acquired all rights to use the recordings for all Public Service and BBC Joint Venture Channel purposes. However, the following top up fees apply:

<b>Original Public Service Use Fee</b>	<b>Supplementary Fees acquiring all uses on BBC-1 or BBC-2 on all platforms</b>
Public Concert Digital TV/Joint Venture Channel with Radio Simultaneous Tx	£32.30
TV Programme Regional	£33.10
TV Short Item Regional	£15.80
Full Programme - Public Service Digital TV/Joint Venture Channel where musician paid at 50% the usual rate	£48.70
Short Item - Public Service Digital TV/Joint Venture Channel where musician paid at 50% the usual rate	£24.30

NB This is not an exhaustive list of supplementary payments and should a public service use be required which falls outside the above schedule of payments reference will be made to the relevant freelance agreement or agreed with the Musicians' Union where no freelance agreement is in place.

## **Appendix**

### **(1) Operating Guidelines**

The new agreement between the Musicians' Union and the BBC is aimed at enabling the BBC orchestras to play a central role in the BBC's output in the digital multi-media future.

To this end, the new agreement introduces a system of quarterly hours scheduling - to enable the BBC orchestras to operate with maximum efficiency and flexibility - while at the same time providing a range of measures to ensure that players have adequate time off and that there are proper protections for their social and family lives.

The key to the success of the BBC orchestras in the new environment will be to provide first class product to all users of their orchestral output in an efficient and professional way that is tailored to the needs of individual productions and projects. It is by operating in this way that the BBC orchestras will generate new work opportunities for themselves and, most importantly, will obtain repeat business from satisfied customers.

Central to achieving this type of environment will be the effective implementation and operation of the new agreement which will be a responsibility for both orchestra managers and players.

To this end, it is important that the following guidelines underpin the new agreement:

- as much notice as possible will be given of the schedules for each orchestra and the type of work that will be associated with each particular engagement
- every effort will be made to keep short notice changes to the schedules to a minimum and only make them where operationally necessary
- a regular dialogue should take place between players and their orchestra managements'. This will be an opportunity for the management to explain forthcoming work and priorities for each orchestra and the players to raise issues and ask questions
- as much information will be given and consultation take place particularly where short-notice changes are necessary or exceptional, unforeseen circumstances arise
  - the orchestra and the players will respond flexibly to the business demands of the orchestra
  -

in general and the demands of individual productions in particular

- schedules will be developed to take into account a balance between professional demands and the personal lives of players.

## **(2) Learning Work**

### **Introduction**

The BBC acknowledges that key to the success of Learning projects is matching the right player/players to the nature of the work especially where a player works on his or her own or with just 2 or 3 other players. Where only a few players are involved in this work the orchestra management will carefully consider the selection of the players.

Orchestra managements agree that players will not be scheduled excessively in relation to other members of the orchestra as a result of being involved in Learning projects. However, against this background players are expected to undertake Learning work if sufficient hours are available.

### **Work within scheduled hours**

Learning work undertaken within scheduled hours is within the terms of the contract. Additionally, it can include working in groups of 9 or less participants.

However, players offered an enhanced responsibility e.g. leading a workshop will receive an appropriate supplementary payment.

### **Work outside scheduled hours**

Members of the Orchestras performing outside their scheduled hours or Extras and Deputies engaged for education or outreach work will receive the following payments for a 3 hours session:

	2 hours	3 hours
BBC Philharmonic, BBC NOW and BBC SSO	£65.00	£90.00
BBC SO and BBC CO	£70.00	£100.00

NB musicians will be guaranteed no less than 1 x 3 hours session in any day

On payment of the above fee BBC acquires all rights for all purposes throughout the world.

Players offered an enhanced responsibility e.g. leading a workshop will receive an appropriate session fee.

## **Filming Guidelines for Learning Work**

The aim of these guidelines is to ensure that players, audio-visual production and the orchestra management team successfully work together.

### **Before Filming**

Learning projects vary in content, style and inception. Projects produced by the orchestra's education team will in most cases mean that the television recording will usually be observational and, therefore, reviewing filming requirements is key in order that the object and success of the project is not disturbed. However, projects generated by television production or joint education/television initiatives will require a different and probably collaborative approach - but again the key to success is carefully reviewing filming requirements.

The period before filming is the most important in terms of understanding and communicating the TV producer's plans. This will involve collaboration with members of the management team – this could be with the Learning, Orchestra and/or General Manager – as well as discussion with the group itself – and indeed, individual musicians depending on their level of personal involvement in the programme.

From the start, programme makers should be as clear as they can be about the nature of the programme and its purpose. The Orchestras will need to know what the item or programme is about and what kind of contribution the group or individuals will be expected to make to it. The producer should have a single contact within the Orchestra management team and this person should be responsible for communicating the details of the aims and aspirations of the producer to the PG. The producer will also need to communicate any changes in plans (both before and during filming) to their Orchestra contact and this same person should attend the filming to help liaise between the production and the musicians.

### **Filming**

#### **Music relays and excerpts from concerts and rehearsals**

Most musicians in the PG's are familiar with the production of music programmes or news and documentary crews filming excerpts from concerts and rehearsals.

Best practice in this area includes:

- Describing the intended look and style of the programme
- Describing how the production will be filmed, e.g.
  - will a camera script be used or not
  - the type of cameras & how they will be used e.g. handheld – fixed position – crane (in the case of camera cranes ensuring that there is enough room above the head and/or top of the instrument when played if the crane is to be swung over the orchestra)
  - where there is no camera script and the recording will be mainly or totally by handheld camera early discussion about dealing with any sensitivities regarding filming solo or difficult passages
- ensuring any special lighting for television does not impede the musician from reading their music or seeing the conductor or their colleagues
- taking care not to be in a performer's sightline both to the conductor and their colleagues
- taking care not to be excessively intrusive by keeping noise levels as low as possible & using unobtrusive recording techniques. Good practice in this area includes -
  - using talkback with noise cancelling headphones

- making sure that when camera script cards are used they are turned as quietly as possible
- responding to the director as quietly as possible

### Documentary programmes

Documentary programmes vary in nature widely and, therefore, filming techniques will vary similarly - from documentary crews simply attending with one fixed camera to record brief excerpts (as described above) to lengthy observational documentaries.

With this in mind, it is difficult to lay down precise guidelines, however, paramount in this area is open and clear discussion between the TV production team, the management team and the musicians involved as soon as practical.

This is especially important as musicians may be less familiar with the techniques of documentary programme makers - and processes and assumptions that may be regarded as obvious to the professional film maker may not be shared by a performer in this context. So straightforward communication is vital between everyone involved both behind and in front of the camera and, of course, for BBC TV production teams the BBC's Producers Guidelines on dealing with contributors and interviewing techniques apply when working with both staff and freelance musicians in the Orchestras.

Best practice in this area includes:

- a short but clear brief from the producer covering practical and editorial elements including:
  - where and when they wish to film
  - description of how they will film the project
  - whether they wish to interview any members of the orchestra, what the interview will cover and whether the interview needs illustration with performed extracts
- Liaison meeting with all parties who will be in attendance at the recording. This may include liaison with other producers – e.g. BBC Radio – to go through the TV producer's requirements
- and, of course, many of the bullet points made in the 'music relays' paragraph above will also apply



## **Appendix 28**

### **RTPI Guidance on Material Considerations**

## Material Planning Considerations

When a decision is made on a planning application, only certain issues are taken into account; these are often referred to as 'material planning considerations'.

### **MATERIAL PLANNING CONSIDERATIONS:**

Issues that may be relevant to the decision

**(There may exist further material planning considerations not included here)**

- Local, strategic, national **planning policies** and policies in the Development Plan
- Emerging new plans which have already been through at least one stage of public consultation
- **Pre-application planning consultation** carried out by, or on behalf of, the applicant
- **Government and Planning Inspectorate requirements** - circulars, orders, statutory instruments, guidance and advice
- **Previous appeal decisions** and planning Inquiry reports
- Principles of **Case Law** held through the Courts
- **Loss of sunlight** (based on Building Research Establishment guidance)
- **Overshadowing/loss of outlook** to the detriment of residential amenity (though not loss of view as such)
- Overlooking and **loss of privacy**
- **Highway issues:** traffic generation, vehicular access, highway safety
- **Noise or disturbance** resulting from use, including proposed hours of operation
- **Smells and fumes**
- Capacity of **physical infrastructure**, e.g. in the public drainage or water systems
- Deficiencies in **social facilities**, e.g. spaces in schools
- Storage & handling of **hazardous materials** and development of **contaminated land**
- Loss or effect on **trees**
- Adverse impact on **nature conservation** interests & biodiversity opportunities
- Effect on listed buildings and conservation areas
- **Incompatible or unacceptable uses**
- Local **financial considerations** offered as a contribution or grant
- **Layout and density of building** design, visual appearance and finishing materials
- Inadequate or inappropriate **landscaping** or means of enclosure

The weight attached to material considerations in reaching a decision is a matter of judgement for the decision-taker however the decision-taker is required to demonstrate that in reaching that decision that they have considered all relevant matters.

Generally greater weight is attached to issues raised which are supported by evidence rather than solely by assertion.

If an identified problem can be dealt with by means of a suitable condition then the Local Planning Authority is required to consider this rather than by issuing a refusal.

### **NON-MATERIAL PLANNING CONSIDERATIONS:**

Issues that are not relevant to the decision:

**(There exist further non-material planning considerations not included in this list)**

- **Matters controlled under building regulations** or other non-planning legislation e.g. structural stability, drainage details, fire precautions, matters covered by licences etc.
- **Private issues between neighbours** e.g. land/boundary disputes, damage to property, private rights of access, covenants, ancient and other rights to light etc.
- **Problems arising from the construction period** of any works, e.g. noise, dust, construction vehicles, hours of working (covered by Control of Pollution Acts).
- Opposition to the **principle of development** when this has been settled by an outline planning permission or appeal
- **Applicant's personal circumstances** (unless exceptionally and clearly relevant, e.g. provision of facilities for someone with a physical disability)
- **Previously made objections/representations** regarding another site or application
- **Factual misrepresentation of the proposal**
- Opposition to **business competition**
- **Loss of property value**
- **Loss of view**

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Call: 0330 123 9244 or Email: [advice@planningaid.rtpi.org.uk](mailto:advice@planningaid.rtpi.org.uk)



**Appendix 29**

**Appeal Reference APP/K5600/A/13/2199010**



## Appeal Decisions

Hearing held on 10 December 2013

Site visit made on 12 December 2013

**by Brendan Lyons BArch MA MRTPI IHBC**

**an Inspector appointed by the Secretary of State for Communities and Local Government**

**Decision date: 24 February 2014**

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**115 Elgin Crescent, London W11 2JF**

**Appeals made by Mr Mark Hawtin against decisions of  
The Council of the Royal Borough of Kensington & Chelsea**

### **Appeal A: APP/K5600/A/13/2199010**

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
  - The application Ref PP/12/05137, dated 17 December 2012, was refused by notice dated 18 April 2013.
  - The development proposed is described as: New subterranean basement extending to under the side pavement; replacement lower ground floor extension at the rear of house; new upper ground floor single storey extension at the rear of the stair wing; 2nos. of roof lights in the main valley of the main roof; remodelling of the front and rear garden; mechanical outdoor unit located in the subterranean plant room at the rear.
- 

### **Appeal B: APP/K5600/A/13/2199013**

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
  - The application Ref PP/13/00005, dated 10 December 2012, was refused by notice dated 18 April 2013.
  - The development proposed is described as: New subterranean basement with light wells; replacement lower ground floor extension at the rear of house; new upper ground floor single storey extension at the rear of the stair wing; 2nos. of roof lights in the main valley of the main roof; remodelling of the front and rear garden; mechanical outdoor unit located in the subterranean plant room at the rear.
- 

### **Appeal C: APP/K5600/A/13/2206606**

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
  - The application Ref PP/13/03022, dated 31 May 2013, was refused by notice dated 4 September 2013.
  - The development proposed is described as: New subterranean basement extending to under the side pavement; single storey flank extension at upper ground floor; provision of 2nos. roof lights to main roof; installation of air conditioning unit in the rear subterranean plant room.
- 

## **Decisions**

1. Appeal A and Appeal B are dismissed.

2. Appeal C is allowed and planning permission is granted for a new subterranean basement extending to under the side pavement; single storey flank extension at upper ground floor; provision of 2no. roof lights to main roof; installation of air conditioning unit in the rear subterranean plant room, at 115 Elgin Crescent, London W11 2JF, in accordance with the terms of the application Ref PP/13/03022 dated 31 May 2013, subject to the conditions set out in the schedule annexed to these decisions.

### **Procedural matters**

3. At the Hearing it came to light that representations by an interested party<sup>1</sup>, which had been forwarded to the Planning Inspectorate before the Hearing, had not been passed to the Inspector. Copies of some of these were made available at the Hearing, but all were subsequently passed through while the Hearing stood adjourned in advance of the site visit. The full set of representations has been taken into account in reaching the decisions on the appeals.
4. Appeal A and Appeal C are each accompanied by a planning obligation made under S106 of the Town and Country Planning Act 1990 (as amended), in the form of a unilateral undertaking ('UU'). In each case, the UU commits the appellant to pay the costs of reinstatement of the highway, including the provision of a new street tree, following the completion of development. The weight to be given to these obligations is considered later in these decisions.
5. At the Hearing an application for costs was made by the appellant against the Council in respect of Appeal C. That application is to be the subject of a separate Decision.

### **Background**

6. The appeal property is the end house of a terrace of six houses that date from the mid-nineteenth century. The terrace stands within the Ladbroke Conservation Area. The front of the house addresses Elgin Crescent, which is one of the curved streets that characterise the concentric layout of the area, while the side elevation faces onto Rosmead Road, which is a link street with limited frontage development. There is a small front garden, within which stands a protected 'Tree of Heaven' tree. To the rear is a small private garden, which backs onto a large communal garden reserved for use by residents of the surrounding terraces.
7. The main part of the house, like the adjoining terrace, comprises three storeys over a basement, with accommodation also at attic level within the valley roof. The house's staircase, on the side elevation, is expressed as a two-storey element, with a mansard roof. The house has previously been altered at basement level to the rear by the removal of the original outside wall and bay window and the addition of a conservatory-type structure which wraps around the base of the ground floor bay window and recessed stair wing.
8. Permission is now sought in all three appeals to add another basement level below the existing, to form a new flight of steps down to the front lightwell, to add a small single-storey extension at ground floor level to the stair wing, and to insert a flat-roofed infill across part of the main roof valley. All three appeal proposals would also involve the remodelling of the rear garden in stepped form, with a bicycle store partly cut into the slope.

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<sup>1</sup> A local resident, Sir Nicholas Stadlen

9. In the case of the Appeal A and Appeal B proposals, the existing conservatory would be replaced by a new extension to the rear at the existing basement level, expressed as a flat-roofed projection across the full width of the house, with a steel and glass elevation to the garden. In both schemes, the existing basement level would be extended to the side, up to the property boundary with Rosmead Road. In the Appeal B proposal, the new lower basement level would also terminate at the boundary. However, in the case of Appeal A, it is proposed that the new basement should extend further out, under the footway of Rosmead Road.
10. The application that has given rise to Appeal C was one of a pair submitted following the Council's refusal of the first two applications. The significant difference from the earlier schemes is that these proposals would retain the existing conservatory. The Appeal C proposal would have a similar arrangement to the Appeal A scheme, with the new basement to be carried out under the footway. The other application submitted at that time, which showed an arrangement similar to the Appeal B proposal, was granted planning permission by the Council. The principle of the formation of a new lower basement covering the full extent of the house has therefore been accepted by the Council. The existence of this valid permission, which provides a 'fallback' position with a realistic prospect of implementation, forms an important material consideration in the determination of the three appeals.

### **Main Issues**

11. It was agreed at the Hearing that the main issues arising from the Council's reasons for refusal are:
  - in respect of Appeals A and B, the effect of the proposed rear extension at existing basement level on the character and appearance of the conservation area;
  - in respect of Appeal C, the effect of the proposed new basement development under the footway on the living conditions of nearby residents.
12. A number of local residents and councillors have argued that the latter should also be a main issue in the consideration of Appeal A, while also contesting the impacts of lower level basement development in all three appeals.

### **Reasons**

#### *Character and appearance of conservation area*

13. In considering proposed development in a conservation area, section 72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 imposes a duty to pay special attention to the desirability of preserving or enhancing the area's character or appearance. National policy guidance set out in the National Planning Policy Framework ('NPPF') confirms the great weight in favour of the conservation of 'heritage assets' such as conservation areas. The particular significance of any element of the historic environment likely to be affected by a development proposal should be identified and assessed. Any harm should require clear and convincing justification.
14. In this case, it is common ground that the significance of the Ladbroke Conservation Area lies in its conception and realisation as a planned residential estate. The distinctive character of the estate is well exemplified by Elgin