



Music Arrangers' Guild of  
Australia



Membership Number 592 for  
Copying and Arranging Music

*Please note that identical fields in this form, after being entered once are automatically copied for you to save retyping. This form can either be signed electronically and sent back as an email attachment, or, alternatively, can be printed out and sent by post after signing.*

This agreement is between

*of*

**AND**

Caecilian Enterprises Pty Limited trading as Caecilian Music Services  
ABN 19 077 533 067

*of*

Unit 3, 131 Menangle Street, Picton, NSW 2571, Australia (“the Service Provider”)

In relation to the provision of certain music arranging services on the following terms and conditions:-

## 1. THE SERVICES

- (a) The Arranger will undertake certain duties to assist musicians with performance of their work, which may include arranging and scoring a work (hereinafter referred to as “the Work”), or simple transpositions of existing music files of that work into more suitable keys for performance. Details of “the Work” are highlighted below:-

Title of the Work:

Composer:

Duration:

The instrumentation for the Work is: *( this is changed to suit the piece and this field will accept multiple lines of entry)*

(b) The individual instrument parts required to be copied are:- *(This field will accept multiple lines of entry)*

(hereunder referred to as “the Parts”)

(c) In providing the services under this Agreement (hereunder referred to as “the Services”) the Arranger will liaise with and take instructions from :

(d) In providing the Services, the following extra functions are to be undertaken, if required, by the Arranger (e.g. Cue lines, photocopies to be made and in what quantity, parts to be bound/unbound, piano reduction to be made. etc.)

All parts single sided A4 unbound and, if required, a disc in .wav or .mp3 format, being an electronic reproduction of the arrangements or, alternatively to be sent via email in any of PDF, Finale or Sibelius format to

(e) The Arranger will provide the Services in a correct, careful and competent manner, maintaining a standard acceptable to

## 2. DELIVERY OF FULL SCORE & PARTS

(a)  will provide the

Work to the Arranger on or before

(b)The Arranger will deliver to

the arranged and written out Parts and the product of other requested services on or before

(c) The Arranger acknowledges that timely delivery of the Parts to

is a fundamental term of this Agreement.

(d) Upon completion of the Services, the Arranger must deliver to

all materials relating to the Work

(including composer's manuscript and computer discs) originally provided to the Arranger by  and all materials

created by the Arranger in the course of performing the Services, however, for backup purposes only, maintaining the work on disk on the Arranger's computer, as well as a file copy of the completed printed output. The retention of the backup on the Arranger's computer, as well as a file copy of the completed output, is to allow for alterations requested by

if,

say additional print runs may be required or an alternative arrangement is requested by

where the Work is required in

this alternative arrangement. The Arranger undertakes not to make alternative arrangements of the Work without the instructions or permission of

### 3. FEE

(a) In consideration of the Arranger providing the Services,

will pay the Arranger:-

(i)

*(The amount to be inserted is as per the type of service as provided in the pricing schedules issued by the Arranger to provide the Services or other agreed method of charging for the Work, which may include an additional agreed amount in recognition of the creative contribution of the Arranger .)*

(b) Upon completion of the Services, the Arranger will provide

with an invoice for fees due to the Arranger

under this Agreement.

(c)

will pay the Arranger within 7 days of receipt of the following:-

- (i) the Parts
- (ii) the materials referred to in Clause 2(d) and
- (iii) the Arranger's invoice

#### 4. COPYRIGHT

The property and copyright in all material provided by the Arranger in connection with the provision of the Services will normally vest in

and the Arranger will not use any such material, except in the provision of the Services,

without the prior written consent of  and agreement on the

payment of any residual royalties, the amount of which is to be included in the Arranger's fee for services as an additional chargeable amount if applicable. However, where the additional creativity of the Arranger is included with the provision of the Services, then the copyright of such creativity may vest in the Arranger. This will be subject to the degree of creativity used in the provision of the Services and the copyright of the Work produced in such situations will be negotiated individually if necessary (including, if necessary, formulating a separate contract for that purpose),

using the test of substantiality of work from  when

considering whether any copyright vesting in the Arranger should occur or not.

#### 5. STATUS OF ARRANGER

- (a) The Arranger is for all purposes of this Agreement an independent Arranger and no relationship of employment, agency or partnership shall be deemed to arise between the parties because of this Agreement.
- (b) The Arranger warrants that the Arranger is a current member of the Music Arrangers' Guild of Australia ("MAGA") and the Arranger must provide  with its current MAGA membership number before commencing the Services.

## 6. DEFAULT

[ ] may terminate this Agreement if the

Arranger fails to provide the Services in the manner required or fails to comply with any other term of this Agreement.

## 7. INDEMNITY

The Arranger hereby agrees to indemnify [ ]  
and hold [ ] harmless from and against any loss,  
damages, liability, costs, charges or expenses (including but not limited to legal expenses)  
arising from any claim, demand or action that may be brought against  
[ ] arising out of or as a consequence of any  
unlawful or negligent act or omission of the Arranger or relating to the failure by the  
Arranger to comply with any term of this Agreement.

## 8. DISCLOSURE

The Arranger shall not without the prior written agreement of

[ ]

- (a) represent or purport to represent [ ] or express views or  
opinions purported to be representative of [ ] ; or
- (b) disclose or make public any information or material acquired or produced in connection with  
providing the Services.

## 9. ASSIGNMENT

The Arranger may not assign the Arranger's obligations under this Agreement without the prior  
written consent of [ ]

## 10. VARIATION OF AGREEMENT

This Agreement may only be varied by agreement in writing between the parties.

**11. WAIVER**

The failure of  to exercise any of its rights in connection with any default or breach of this Agreement shall not operate as a waiver of  's rights in the event of any subsequent default or breach thereof.

**12. APPLICABLE LAW**

This Agreement will be read and construed in accordance with the laws of the state of New South Wales, Australia and the parties agrees to submit to the jurisdiction of the Courts of New South Wales, Australia.

Signed on behalf of

Sign Here

Date

Signed by the Arranger

Sign Here

Date