



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
ABN19 077 533 067

of

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

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

1. THE SERVICES

- (a) The Contractor will arrange and write out individual instrumental parts for the following musical score (hereinafter referred to as “the Work”):-

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 Contractor will liaise with and take instructions from .

- (d) In providing the Services, the following extra functions are to be undertaken, if required, by the Contractor (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 Contractor 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 Contractor on or before

- (b) The Contractor will deliver to

the arranged and written out Parts on or before

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

is a fundamental term of this Agreement.

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

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

and all materials created by the Contractor in the course of performing the Services, however, for backup purposes only, maintaining the work on disk on the Contractor's computer, as well as a file copy of the completed printed output. The retention of the backup on the Contractor'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 Contractor undertakes not to make alternative arrangements of the Work without the instructions or permission of

3. FEE

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

will pay the Contractor:-

(i)

(The amount to be inserted is as per the type of service as provided in the pricing schedules issued by the Contractor to provide the Services or other agreed method of charging for the Work.)

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

with an invoice for fees due to the Contractor

under this Agreement.

(c)

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

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

4. COPYRIGHT

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

and the Contractor will not use any such material, except in the provision of the Services, without the prior written consent of .

5. STATUS OF CONTRACTOR

- (a) The Contractor is for all purposes of this Agreement an independent Contractor and no relationship of employment, agency or partnership shall be deemed to arise between the parties because of this Agreement.
- (b) The Contractor 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

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

7. INDEMNITY

The Contractor 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 Contractor or relating to the failure by the
Contractor to comply with any term of this Agreement.

8. DISCLOSURE

The Contractor 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 Contractor may not assign the Contractor'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 CONTRACTOR

Sign here

Date