



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 recording conversion services on the following terms and conditions:-

1. THE SERVICES

- (a) The Service Provider will undertake conversion and copying of recordings to varying levels of finished product from vinyl LP/EP or cassette format which, as well as a converted recording to CD or DVD as the final media, may also include, for an additional charge, if requested, a colour laser-printed cover for the jewel case for such CD or DVD. An alternative product is the conversion and copying of VHS video tapes to DVD which may also include, for an additional charge, if requested, a colour laser-printed cover for the jewel case for such DVD.

2. DELIVERY AND QUALITY OF FINAL PRODUCT

- (a) will provide the

original recordings to the Service Provider on or before

- (b) The Service Provider will deliver to

the finished product in either CD or DVD format with the abovementioned optional

additions included if requested on or before

(c) The Service Provider acknowledges that timely delivery of the finished product to

is a fundamental term of this Agreement.

(d) **DISCLAIMER:** Whilst every effort is made to improve recordings, where this is needed, in order to make them as perfect as possible, sometimes there are limitations as to what is able to be produced with improving the quality and these limitations can be directly related to the quality of the original recordings which you provide. For example, if you provide a vinyl recording with large scratches on it, then there will be severe limitations on how the final product can be improved. Similarly, with a cassette, if the tape is wrinkled or damaged in other ways, then, again, the final output quality could be similarly reduced.

(e) Upon completion of the Services, the Service Provider must deliver to

all materials relating to the Work (including original recordings provided to the Service Provider by

).

3. FEE

(a) In consideration of the Service Provider providing the Services,

will pay the Service Provider:-

(i)

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

(b) Upon completion of the Services, the Service Provider will provide

with an invoice for fees due to the Service Provider under this Agreement.

(c)

will pay the Service Provider within 7 days of receipt of the following:-

- (i) the completed CDs, DVDs and
- (ii) the Service Provider's invoice

4. COPYRIGHT

It should be noted that any copyright considerations with converting and copying these recordings remain the responsibility of the customer and the customer will be asked, in signing the declaration at the end of this section, to agree to relieve Caecilian Music Services of any consequences of breaching copyright as a result of such work undertaken. To reassure you, copies entirely for your personal use present no problem as far as copyright is concerned and that is a condition under which Caecilian Music Services will undertake work of this nature.

hereby agrees to indemnify and hold harmless the SERVICE PROVIDER in respect of any breaches of copyright as a consequence of undertaking the conversion or copying of recordings as requested.

agrees to relieve Caecilian Enterprises Pty Limited trading as Caecilian Music Services of any consequences of breaching copyright as a result of any work

undertaken on behalf of

Signed for and on behalf of

Sign here

5. STATUS OF SERVICE PROVIDER

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

6. DEFAULT

[] may terminate this Agreement if the Service Provider fails to provide the Services in the manner required or fails to comply with any other term of this Agreement.

7. INDEMNITY

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

8. DISCLOSURE

The Service Provider 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 Service Provider may not assign the Service Provider'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 SERVICE PROVIDER

Sign here

Date