

The Musician's Answering Service Limited - Terms and Conditions (Client)

Terminology

Client - denotes a client of MAS who has registered for the Diary Service;

Diary Service – denotes the Diary Service operated by MAS for you;

Fixer - denotes any person using the service to book a MAS Client;

MAS – denotes The Musician's Answering Service Limited (Company No. 04654069) whose registered office is at 3rd Floor, Chancery House, Saint Nicholas Way, Sutton, Surrey SM1 1JB;

You - denotes the client to whom this agreement is directed, and you and yours shall be interpreted accordingly.

MAS provides a Diary Service to its clients in accordance with the following terms and conditions.

By signing up to MAS, you agree to be bound by these terms and conditions.

MAS commitment - MAS is committed to providing an efficient and reliable Diary Service. However, MAS does not guarantee that being a member of the Diary Service will lead to bookings.

1 Hours of Business

MAS is open from 8am – midnight seven days a week, with the exception of Christmas and New Year holidays, along with any other exceptional closures, details of which will be included in the Newsletters and on the website of MAS.

2 Subscriptions

2.1 MAS subscriptions are payable quarterly in advance, and are due by the invoice date.

2.2 The initial invoice (calculated pro rata from the date of joining to the end of the current quarter) is to be paid by cheque or electronic transfer on receipt of the initial invoice.

2.3 Any increase in membership fees will be advised in the quarterly newsletter no less than 10 working days before payment is due.

2.4 Fees paid by direct debit will be taken on or soon after the 10th day of the billing month. If requested, direct debits can be arranged monthly, but only by prior agreement with MAS.

2.5 Regarding termination of service, no specified period of notice is required. However, fees are payable in advance and any pro rata refunds will be awarded only at the discretion of MAS.

3 Non-payment of fees

3.1 MAS reserves the right to pass debtors on to an independent credit control agency. This will only be done after you have been given what MAS deems to be a reasonable opportunity to settle outstanding fees and the opportunity to negotiate terms of repayment. In the case of an independent credit control agency becoming involved, you will be liable for any fees charged by such agency.

3.2 MAS reserves the right to suspend or terminate your Diary Service due to non-payment of fees. This will only be done after MAS has given you what MAS deems to be reasonable notice of its intention. In such circumstances, all work enquiries will be directed back to your telephone contacts. MAS will only reinstate your Diary Service once all outstanding fees have been paid.

3.3 MAS reserves the right to share information on debtors with other diary services with a view to protecting its financial interests as well as theirs. You are referred to the Privacy Statement of MAS dated January 2012 which forms part of these Terms and Conditions.



The Musician's Answering Service Limited - Terms and Conditions (Client) Ctd.

4 Diary Information

4.1 It is your responsibility to ensure that MAS has correct contact information at the time of registration. This includes telephone numbers, email, fax and residential address. It is your responsibility to keep MAS up-to-date with any changes.

4.2 You must ensure that your answer machine(s) refer Fixers to MAS e.g. "For work enquiries, please call MAS on 01306 500011/22/33" (please refer to the welcome letter for the relevant telephone number).

4.3 It is your responsibility to keep MAS up-to-date with the contents of your diary.

These include:

- Work bookings – these must include date, time, fixer and venue details, as well as any other specific instructions (if contrary to general instructions) regarding how to deal with clashes.
- Time unable to work (KEEP FREE) (i.e. holiday) – in these circumstances, MAS will turn down any offers that clash with this instruction.
- Any time on REFER – in these circumstances MAS will 'refer' to you regarding any potential bookings, even if contrary to the general instructions
- You must also provide MAS with specific contact information during travel periods (either UK or abroad, work or holiday) if the usual contact numbers are invalid. MAS accepts no responsibility for any loss of work due to this not being done. If you state you do not wish to be contacted, MAS accepts no responsibility for any loss of work due to this instruction.

5 Data Protection

5.1 Diary Details

MAS will not give out any information about the contents of your diary to any caller, with the following exceptions:

- If you have instructed MAS that it can do so.
- If MAS is of the opinion that you will lose out on a booking if MAS does not do so.
- If the caller is your partner or a family member of yours.
- If the Fixer is calling to check that the booking they have made is in your diary.

Under these circumstances, MAS will give out the minimum information necessary to resolve the query. If you instruct us that MAS is not to give out any information, regardless of the circumstances, MAS cannot be held responsible for any loss of income arising from this.

5.2 Contact Information

MAS will give out your contact information to any caller who identifies themselves to MAS, unless you have specifically instructed MAS to the contrary. If for any reason MAS feels it is not appropriate to do so, MAS will take a name and contact number and pass a message onto you.

5.3 Privacy Policy

You are referred to the Privacy Statement of MAS dated January 2012 which forms part of these Terms and Conditions.

6 Bookings

6.1 MAS will make decisions about work being offered to you by cross referencing:

- The general instructions issued by you on how you wish your bookings to be handled,
- Any specific instructions issued by you for the day of that booking.
- The contents of your diary at that point in time.

6.2 MAS will only 'refer' clashes if you consider the work on offer to be of a higher standard or more lucrative than the work already in the diary, unless specifically requested otherwise by you.

6.3 Once work has been accepted (either by you or MAS on your behalf) this constitutes a verbal contract between you and the Fixer. It is therefore your responsibility to ask to be released if you no longer wish to do the work. Similarly, if you becomes double-booked due to you not having updated your diary, it is your responsibility to sort out the



The Musician's Answering Service Limited - Terms and Conditions (Client) Ctd.

resulting problems. In this case, you must contact the Fixer direct to request a release.

6.4 In the event of a Fixer requesting an un-named player for a date, MAS will undertake this under the following conditions:

- MAS will not refer this work over existing bookings.
- All such bookings are subject to confirmation by you.
- All such bookings are subject to confirmation from the Fixer. In the event of you accepting such a date and the Fixer subsequently informing MAS that they are no longer required, MAS cannot be held liable for any loss of earnings.

6.5 MAS will not chase-up answers to offers of work to which you have not yet responded, unless the Fixer asks MAS to do so.

Contacting You

6.6 MAS will, as far as is reasonably possible contact you immediately with your bookings, using the most appropriate contact.

- Voice Messages: MAS will not leave details of a booking on an answer machine, unless you have specifically asked MAS to do so. In such cases, MAS takes no responsibility for you not receiving the message.
- Fax: MAS will only contact by fax when requested, or when you are touring with an orchestra. In such cases, MAS takes no responsibility for you not receiving the message. Receipt of faxes must be acknowledged, even if no decision about the work on offer has been made.
- Email: MAS will only contact by email when requested, or when you are touring or abroad. In such cases, MAS takes no responsibility for you not receiving the message. Receipt of emails must be acknowledged, even if no decision about the work on offer has been made.
- Text Messages: MAS will not send details of the work on offer via text, unless you have specifically asked us to do so. In such cases, MAS takes no responsibility for you not receiving the message. If you request that details are to be texted, receipt of the text must be acknowledged even if the Fixer does not require a response or no decision about the work on offer has been made.

Contacting MAS

6.7 You can call at any time between 8am and midnight to collect messages and make alterations to the diary. You can also contact MAS via fax, email and text message. MAS will always confirm receipt of faxes, emails and text messages. It should be deemed that lack of such confirmation assumes lack of receipt by MAS. MAS cannot accept liability for emails, texts and faxes not being received.

6.8 As previously stated, MAS cannot accept liability for text messages not being received. Proof of sending is not proof of receipt. Some mobile telephone service providers may not include texts to the dedicated texting number of MAS in their free text bundles. This is beyond the control of MAS, who cannot be held responsible for any charges the Diary Service providers may make.

7 Limitation of Liability

7.1 If you should lose out on a booking due entirely to an error on the part of MAS, MAS will reimburse you for the lost fee provided that you continue to seek alternative bookings for the period and accept any alternative offers of work.

7.2 If an alternative booking is secured and if the fee for the lost booking was higher than the fee for the alternative booking, MAS is only liable for the difference in fees (if any) between the lost booking and the alternative booking.

This constitutes the total and complete liability of MAS. MAS cannot be held responsible for any consequential loss.

8 Recording Telephone Calls

8.1 MAS reserve the right to monitor and/or record all business related telephone calls for the improvement of customer service and staff training.



The Musician's Answering Service Limited - Terms and Conditions (Client) Ctd.

9 Young Professionals' Discount

9.1 To qualify for the MAS Young Professionals' Discount you must:

Either

- Be a full-time undergraduate or postgraduate music student at a recognised institute of higher education.

Or

- Have graduated less than 2 years before your application to join the Diary Service*.

*Should you join MAS between 2 and 3 years after graduation, MAS can offer a 50% discount on the remaining months up to the end of the 3rd full year after the date of graduation.

9.2 You must, if requested, provide us with one or more of the following to verify you qualify to benefit from the MAS Young Professionals' Discount Scheme:

- Letter from your institute of higher education or teacher specifying your graduation date.
- Contact number of a teacher or other relevant official.
- A copy of your degree certificate or relevant qualification.

9.3 If you qualify to benefit from the 'Young Professionals' Discount Scheme' you can do so for a period of 12 months from the date of commencement with the Diary Service. However, if you are still in full-time education at the time of joining, the benefit will apply for the duration of your course, plus an additional 12 months after graduation.

9.4 MAS reserves the right to share information with other diary services, in order to prevent fraudulent applications. MAS will not accept an application from any player who has already taken up a similar offer with another diary service.

10 Newsletter/Website Advertisements

10.1 MAS will, at its discretion, place adverts or articles from its clients on its newsletter and/or website. You must provide MAS with all text and graphics and approve the final copy. MAS reserves the right to edit any such advert and article, for reasons of space or inappropriate content.

10.2 Addresses –MAS will publish any change of address or contact numbers in its quarterly newsletter, only if requested by you. MAS will endeavour to include these in the newsletter immediately following the request. However when this is not possible MAS will include such information in the following newsletter. Addresses will not be posted on the website of MAS.

11 CV and Website Inclusions

11.1 Website – Each client is entitled to a page on the MAS Website, maintained by MAS. MAS will post a CV or biographical details, along with photographs and/or links to private websites.

- In the event of adding a link, MAS expects you to include a reciprocal link to the MAS website.
- MAS will post CVs in the format in which they are submitted, unless you request otherwise. In such cases, it is your responsibility to inform MAS of any changes needed.
- Website publications are, wherever possible, posted within 10 working days of being submitted to MAS.
- Photographs will not be returned unless requested.
- CVs will only be updated if requested by you. MAS will not make any alterations otherwise.
- MAS will not post any personal information, including email addresses, unless requested by you.

11.2 CV Publication - All CVs submitted to MAS will be reduced to 12 lines of text for entry into the CV Publication. If you do not wish to be included in this, MAS must be informed when the CV is submitted. Entries into the CV Publication may take the form of a short biography, if requested. This publication is sent to Fixers, as determined by MAS.

11.3 A new full CV Publication is compiled annually in September. This publication contains all new CV's along with CVs that have been updated. However, quarterly updates (issued in December, March and June) will include new CVs only. Once a CV has been published MAS will not update the CVs unless changes are specifically requested by you.



The Musician's Answering Service Limited - Terms and Conditions (Client) Ctd.

11.4 All new and revised CVs must be submitted before the closing date for each quarter as advertised in the newsletter of MAS.

12 Orchestral Fixers List

12.1 MAS can provide, if requested, a list of orchestral fixers (as selected by MAS). MAS cannot take responsibility for the accuracy of the information included in this, and it is your responsibility to confirm that all information is correct.

13 MAS Online Diary

13.1 MAS will provide a user name and password for access to your online diary. For level 1 access (view only), MAS will email you all the necessary information to access your diary online. For level 4 access, you must agree to the terms and conditions set-out at the point of requesting online access. In using the online diary, you and MAS are bound by the following conditions:

It is the responsibility of MAS to:

- Continue to contact you with messages by the usual means and to take bookings on your behalf.
- Offer support and advice on using the online diary system.

It is your responsibility to:

- Ensure you understand the information you have been given regarding the use of the online diary (both written and verbal).
- Keep your user name and password private.
- Ensure that all information entered into your diary is correct and in line with MAS terminology as laid out in the user manual.
- Not use the online messaging service for any other purpose than that of your professional business engagements

13.2 MAS cannot accept responsibility for any loss of work arising from incorrect information entered into the diary by you.

13.3 MAS reserves the right to terminate your online diary access without prior warning.

13.4 MAS reserves the right to temporarily suspend access to the online diary while it carries out essential server maintenance.

14 Maternity/Paternity Leave

14.1 MAS can offer, in accordance with the following conditions, one free quarter for any client expecting a baby.

- This offer must be taken within 3 months either side of the due date of birth.
- Only one free quarter can be taken per pregnancy.
- If both partners are with the Diary Service, this offer extends to one party only.
- For requests for a paternity quarter, MAS reserves the right to obtain adequate proof that the client is not working for this period, the minimum time off work being 8 weeks.

