

Data Collection Notice

Julian Morgenstern, trading as 'Julian Morgenstern Management' and 'Morgensterns' is the data controller of the personal, and diary information, that you provide in the course of applying for, or receiving Morgensterns Diary Management Service.

Morgensterns will use personal and other information collected from you and/or third parties for the purposes of:

- (a) providing the Diary Management Service, that you have signed up for and for general customer services;
- (b) for administration and record keeping;
- (c) sending you offers of goods and services or information that may be of interest to you, and which relate to either Morgensterns or third parties – in this respect we may contact you using the means of communication that you have notified us of.

We may keep your information for a reasonable period for the above purposes.

We may need to share your information with our service providers, associated organisations and agents for the above purposes.

We may disclose personal data in order to comply with a legal or regulatory obligation.

From time to time other diary management service providers may provide us with information about you. In such cases, we may retain such information, where relevant, for the above purposes. If so requested by another diary management service provider, Morgensterns may disclose that the client has been the recipient of Morgensterns 'Young Professionals discount Award'.

By providing us with your personal information, you consent to Morgensterns processing of your personal data and your sensitive personal data, such as details of Musicians' Union membership, for the above listed purposes. You also consent to our posting your details (in the form of a web profile or curriculum vitae) on the Morgensterns website at www.morgensterns.com and thereby making available your information in countries or jurisdictions which do not provide the same level of data protection as the UK.

You are entitled to ask for a copy of the information we hold about you (for which we may charge a small fee) and to have any inaccuracies in your information corrected.



Morgensterns

020 8681 0555

We may share your information with our business partners for marketing purposes. We or they may contact you by mail, telephone, fax, e-mail or other electronic messaging service with offers of goods and services or information that may be of interest to you. By providing us with your fax number, telephone numbers or email address you consent to being contacted by these methods for these purposes.

only tick this box, if you **do not wish** to receive our marketing information.

only tick this box if you **do not wish** to receive marketing information from our business partners.

This data protection notice may change. We will of course notify you of any changes where we are required to do so.

Please tick this box if you are eligible to apply for Morgensterns Young Professionals Discount (see T&C Section A, item 12 overleaf.)

I accept the terms and conditions overleaf and the data collection notice above

Signature

Date



Instruction to your Bank or Building Society to pay by Direct Debit



Please fill in the whole form using a ball point pen and send to: Morgensterns, 72 Warham Road South Croydon, Surrey CR2 6LB

Service User number

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Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Reference

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For Morgensterns Official Use Only

This is not part of the instruction to your Bank or Building Society
 Initial **Quarterly/Six Monthly** debit sum **£169.20**
 Date of first payment, 21st

Name(s) of account holder(s)

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Instruction to your Bank or Building Society

Please pay Morgensterns Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Morgensterns and if so, details will be passed electronically to my Bank/Building Society.

Bank/building society account number

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Branch sort code

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Signature(s)

Date



Banks and Building Societies may not accept Direct Debit Instructions for some types of account

This guarantee should be detached and retained by the Payer

The Direct Debit Guarantee

- * This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- * If there are any changes to the amount, date or frequency of your Direct Debit Morgensterns will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Morgensterns to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- * If an error is made in the payment of your Direct Debit by Morgensterns or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
- * If you receive a refund you are not entitled to, you must pay it back when Morgensterns asks you to
- * You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



Morgensterns Terms and Conditions

Section A: The Diary Management Service

1. Introduction

1.1. Morgensterns is a music agency that provides a Diary Management Service (as defined in Morgensterns Membership Guide) to its clients in accordance with the following terms and conditions.

1.2. By signing up to the Diary Management Service, you agree to be bound by these terms and conditions.

2. Morgensterns commitment

2.1. We are committed to providing an efficient and reliable Diary Management Service. However, we do not guarantee that use of the Diary Management Service will lead to bookings.

2.2. Bookings. Our teleteam will, wherever possible, contact you immediately with your messages, wherever you are in the world.

2.3. Clashes. Our teleteam will make every effort to refer all bookings to you, even bookings that clash with existing work, to ensure that you have the opportunity to accept or decline a new booking.

3. Gathering Information

3.1. Method of communication:

Morgensterns uses the following means of communication in relation to providing the Diary Management service: telephone, mobile, email, sms and you agree to be contacted by these means of communications in connection with the Diary Management Service. Morgensterns reserves the right to introduce new methods of communication as they become available.

3.2. Contacting Morgensterns

tel: 020 8681 0555

email: teleteam@morgensterns.com

3.3. You may only assume that Morgensterns has received your electronic communications, whether transmitted by SMS, email or by any other form of electronic communication not yet introduced, when you have received a confirmation-of-receipt message from Morgensterns teleteam, by either telephone or by email.

3.4. If Morgensterns has any concern about the content or origin of an electronic communication, we reserve the right to require clarification from the sender before acting on any instruction contained in the communication.

4. Recording Phone Calls

We reserve the right to monitor and or record business-related telephone conversations for our legitimate business purposes, including the proper training of staff.

We will only record telephone conversations to the extent permitted by the relevant legislation, including but not limited to the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 and the Regulation of Investigatory Powers Act 2000.

5. Business Hours

We are open from 8am to Midnight, Monday to Sunday each week of the year with the exception of Christmas and New Years Holidays, details of which will be available at Morgensterns web site at www.morgensterns.com

6. Financial

6.1. The fees shall be paid by direct-debit in advance of the relevant membership period at the membership rates advertised at the Morgensterns web site.

6.2. You will be advised of any increase in membership rates by email, not less than 10 working days before it takes effect.

6.3. For membership payments not made by direct-debit, there will be an administration charge of £20.

7. Termination of Service

7.1. This agreement shall commence upon our advising you that your application has been successful and that the Diary Management Service is available to you, and may be terminated by either party, by giving not less than six weeks notice to the other party to terminate at the end of any fee period.

7.2. This agreement may be terminated by us if you fail to make two consecutive payments of our membership fees.

7.3. In the event that the agreement is either suspended or terminated:

7.3.1. we shall cease to provide the Diary Management Service.

7.3.2. you will not be entitled to any refund of the fees paid to date.

7.3.3. you will pay to us any outstanding fees.

8. Client Responsibilities

8.1. It is the responsibility of you, our client, to provide Morgensterns with up to date Diary information. The Diary

information shall include but not be limited to:

8.1.1 full information about all of your bookings, i.e. the booking date, time, orchestra, venue. Venue telephone numbers are also very helpful. If you find yourself staying in a mobile black spot, please provide us with contact details for where you are staying.

8.1.2 times when you do not want to work, e.g. holidays, or time reserved for practicing.

8.1.3 departure and arrival times in respect of travel outside the UK - this requirement applies to both personal and business travel.

8.2. You must ensure that we always have up-to-date contact information, so that we are able to contact you as quickly as possible with your messages.

8.3. It is your responsibility to ensure the accuracy of any Diary information that you submit to us, and the accuracy of any biographical details displayed about you on our web site. Please notify us of any error in such information.

8.4. It is important that you ensure that your answerphone, mobile and emails include a message that refers fixers to Morgensterns, i.e. 'for inquiries about my availability for work, please contact Morgensterns on 020 8681 0555'. You might also like to include our telephone number with your MU and ISM yearbook entries.

8.5. It is essential that you **keep your diary up-to-date**. Busy fixers rely on Morgensterns holding accurate diary details and our key services, such as Availability-Lists and Who's doing my date lists depend on accurate diaries.

Morgensterns policy has always been to refer clashing work, so that you remain in control of your diary.

9. Agency

9.1 We act as your agent in respect of the Diary Management Service and, as such, may (on your specific instruction) enter into agreements on your behalf. By entering into this Agreement, you undertake to:

9.1.1 ratify and confirm any actions lawfully taken by us on your behalf, including but not limited to agreements entered into on your behalf; and

9.1.2 indemnify us against all and any costs and expenses properly incurred by us in exercising our powers as your agent.

10. Limitation of liability

10.1 Nothing contained in this agreement shall restrict either party's liability for fraud or fraudulent misrepresentation, or for death or personal injury resulting from any act, omission or negligence of its or its officers, agents, employees or sub-contractors.

10.2 In circumstances where a client misses out on a booking opportunity entirely due to our fault, we shall reimburse to you an amount equal to the income that would have been generated by the booking, provided that:

10.2.1 you must continue to seek alternative bookings for the same period, and accept any alternative bookings offered;

10.2.2 where you are able to secure an alternative booking for the same period, our liability shall be reduced to the difference, if any, between the income from the lost booking and that actually received from the alternative booking;

10.2.3 this shall be our total liability in these circumstances.

11. www.morgensterns.com

11.1. Web-profiles. By providing us with your CV information and any photographs, you are giving us your consent to use the photographs and information to create your web-profile and the right to use your image and CV information for the purposes of including your web-profile on our website and in connection with the Diary Management Services.

11.2. In order to add details of concerts you want to promote to our on-line recital listings database, please provide us with the relevant information and we will add the information to your web profile page, and to our recitals listings database.

12. Young Professionals' Discount (YPD agreement)

12.1. We may, at our sole discretion, provide a discount on the fees to any client that is in full time undergraduate education at a university or music college, or has graduated therefrom at any time during the preceding two years.

12.2. The YPD discount shall be applied for one year and may be extended at the discretion of Morgensterns.

12.3. A letter from your college professor, or another college official, is required, confirming the date of your graduation, or your undergraduate status.

12.4. Following the period of discount the YPD agreement shall continue without discount for at least one further year of the agreement during which time the client will pay full fees.

13. Entire agreement

This Agreement constitutes the entire agreement between the parties in respect of the Diary Management Service and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the Diary Management Service.

14. Notices

Notices will be in writing by mail or by email, and will be sent to the other party at the address notified by the party. Notices may be sent by mail. Correctly addressed notices sent by mail will be deemed to have been delivered 72 hours after posting.

15. Governing Law And Jurisdiction

The agreement shall be construed in accordance with and governed by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

Section B:

Web Advertisements

1. We may publish, at our discretion, advertisements submitted by you for web publication, provided that:

1.1. we reserve the right to remove any such advertisement from the Morgensterns website once published;

1.2. we will be acting only as publisher of any advertisement and will not be a sales agent in respect of any goods or services being advertised in the advertisement;

1.3. we will not acquire any intellectual property rights in the advertisement.

2. You warrant that any advertisement material that you provide to us:

2.1. will consist of intellectual property rights which are either owned by you, or which you are properly licensed to use for the purposes of the agreement;

2.2. will not infringe any third party intellectual property rights;

2.3. will not be offensive or otherwise unsuitable for publication on the Morgensterns site.

Section C: Intellectual Property Rights Indemnity

You will indemnify us and keep us indemnified from and against any and all claims made against us alleging that any advertisement or other content supplied to us by you infringes the intellectual property rights of a third party. Such indemnity will include all losses, costs and expenses incurred by us as a consequence of such claim.

Section D:

Morgensterns Terminology

Availability-Lists are provided in answer to requests for emergency fixing assistance. Morgensterns Availability List reports provide Fixers with basic information about what all of our clients, who play the required instruments, are doing on the specified dates.

Please visit www.morgensterns.com to see current Availability-List requests.

Clash refers to any offer of work that conflicts with an existing booking. The conflict may be one of timing, i.e. both engagements happen at the same time, or one of location, i.e. the time of the engagements might not conflict, but the distance between the venues of the engagements is too great to be able to travel from one to the other in time to take part in both engagements.

Diary Management Database is the resource developed by Morgensterns that stores all client information, including diary details and which make it possible for our Teleteam to offer clients and fixers our unique suite of booking support services such as Availability-Lists and Who's-Doing-My-Date lists

Fixer refers to anyone who books musicians through Morgensterns

Teleteam refers to the members of staff employed by Morgensterns to manage client diaries.

Web Profiles are used to provide Fixers with an instant, up-to-date snapshot of the work individual clients have been doing, since they joined Morgensterns.

Web Profiles are prepared by Morgensterns Teleteam, from a combination of the historical CV details that clients provide us when they join Morgensterns and from your current up-to-date work history taken directly from our Diary Management Database.

It is essential that you keep your diary up-to-date for our Web Profiles to be of value to Fixers.

Morgensterns web profiles are made available on our web site at www.morgensterns.com.



Morgensterns helps adventurous freelance orchestral and session musicians find high quality work, through a combination of fast and efficient computerised diary management, expert representation and dynamic career support services.

By taking over the day-to-day administration of your diary and by supporting busy fixers with our instant digital booking solutions, we empower high-achieving players, helping them make the most of every professional opportunity.