



B&C RECORDS Ltd.,
37 Soho Square, London W.1 Tel.(01)734 3932

REF: MR. KEITH STRACHAN,
53 BEAUCHAMP ROAD,
LONDON, S. W. 11.

Dear MR. STRACHAN,

We confirm herein our Agreement for your services performing as a member of

'SWEGAS' AND AS KEITH STRACHAN
to perform for the purpose of making records for sale throughout the world on the following conditions in which
'SWEGAS' IS referred to as "the Artist" and we are referred to as "the Company" (where
applicable). This agreement supersedes the Company's previous letter(s) dated.....

1. PERIOD AND OPTIONS

This agreement is for a period of Three year(s) commencing 15th October, 1969 the
Company having the option to extend the Agreement by One further periods each One year(s) until
the option(s) of the Company to be exercisable on or before
and 15th October, 1970 and 15th October, 1971 respectively

2. COMMITMENT

During the period of this Agreement the Company will engage the services of the Artist for a minimum of three
titles.

3. ROYALTIES NOTE: In this Clause "Wholesale selling price(s)" means the price(s) the Company/the
manufacturer sells to wholesalers.

The Company will pay for the Artist's services hereunder as follows:

- (a) Records manufactured in the United Kingdom. 10% (ten per cent)
A royalty at the rate of.....
of the Company's net wholesale selling price(s) in the United Kingdom.
(b) Records manufactured outside the United Kingdom. 5% (five per cent)
A royalty at the rate of.....
of the Company's net wholesale selling price(s) in the country of manufacture.
(c) Where the Company releases the recording of the Artist on recordings which are below the current standard whole-
sale selling price for single recordings and long-playing recordings (i.e. 3/3d. for single recordings and 14/6d. for long-
playing recordings) then the Company shall pay to the Artist a rate in proportion to the reduced price of such
recordings.
(d) Should the Artist perform with one other Artist the Company will pay the Artist a royalty at the rate of one-half of
that set out in the preceding sub-paragraphs (a) (b) (c) and (d) and should the Artist perform with two other Artists
the company will pay at the rate of one-third of the royalties set out in (a) (b) (c) and (d); where three or more
Artists are concerned the royalty shall be pro rata.
(e) All royalties under this clause shall be calculated:
(i) on the net selling price of the record, i.e. after deducting for cost of sleeve and government taxes if any.
(ii) on 90% sales.

4. ROYALTIES (RECORDING MADE DURING EACH OPTION PERIOD)

In the event of the Company exercising its option(s) referred to in clause 1. above the Company will pay for the services of the Artist hereunder at the following rates:

First year of extension: 11% (eleven per cent) refer to terms in clause 3 (a)  
Second year of extension: 5½% (five and one half per cent) refer to terms in clause 3(b)  
12% (twelve per cent) refer to terms in clause 3 (a)  
6% (six per cent) refer to terms in clause 3 (b)

5. In the event of the Company selling any recording of the Artist at a net wholesale selling price less than or equal to the cost of production of the recording then the Artist shall not receive any royalty in respect of such recording.

6. TERMINATION OF CONTRACT

The Company may at its discretion, determine this Agreement and release the Artist from further performances under this Agreement in circumstances where the Company may decide that one or more of the Artist's recordings are unsuitable for sale or re-sale as commercial gramophone records.

7. GENERAL

- (a) The musical works to be performed hereunder shall be selected by the Company subject to the approval of the Artist which is not to be unreasonably withheld.
- (b) The Company has the right to release or re-release the Artist's recordings or parts thereof in all forms of sizes of records at its absolute discretion in any part of the world.
- (c) The Company has the right to include the Artist's recordings in composite records and will pay royalties for the number of titles so included at a proportionate rate in the ratio which the Artist's title(s) included bears to the total number of titles used in the composite record as applied to the selling price of the record referred to in clause 3. of this Agreement.
- (d) The word "title" as used in this Agreement can when applicable refer to a "medley" of songs joined by musical links.
- (e) The Artist acknowledges that the copyright in all arrangements and orchestrations of copyright works made for recording purposes is the property of the Publisher concerned and that in the case of arrangements and orchestrations of original works in the Public Domain the copyright therein is the property of the Company.
- (f) The Artist warrants that it possesses full right power and authority to enter into and to perform this Agreement and that it has not granted and will not grant or purport to grant to any person or Company any rights granted to the Company herein.
- (g) The Artist acknowledges the Standard Artists Conditions set out on page 4 hereof, and agrees to abide by them.



8. ROYALTIES IN RESPECT OF TAPE RECORDS

Royalties payable hereunder in respect of tape records shall be calculated in the same manner and payable on the same selling price as is or would be appropriate for a disc record containing the same material.

*[A large, empty rectangular box with a diagonal line from the bottom-left to the top-right, intended for a signature or stamp.]*

Yours truly,  
R & C RECORDS LIMITED

~~This Agreement as set out above is hereby confirmed~~



p. p. DIRECTOR B & C RECORDS LIMITED

~~WARRANTY (Where applicable)~~

~~..... warrants and affirms that it has authority on behalf of the Artist to enter into this Agreement and that the Artist will abide by the terms and conditions as referred to therein.~~

I/We..... KEITH STRACHAN, ESQ.,  
have read, understood and accept the terms and conditions set out above and overleaf.

Signed.....

*Keith Strachan*

## STANDARD ARTISTS' CONDITIONS

1. 'Services' means the performances by the Artist of literary and musical works for the purpose of making sound records from which may be manufactured contrivances (herein called 'records') whereby the performance of the Artist is reproduced. Performance includes singing and playing an instrument alone and with others and also includes conducting. 'Artist' means the party contracting with the Company whether male or female singular or plural.
2. During the period of this Agreement and any agreed extension thereof the Artist will not give or sell his services either under his own or an assumed name or anonymously to any other person firm or company carrying on or engaged in any business similar to that of the Company but nothing herein contained shall preclude the Artist from giving or selling his services for the purposes of films and broadcasting (whether or not accompanied by television) provided such services are not reproduced as records for sale to the public and the Artist undertakes that this proviso shall be inserted in any contract for services referred to in this Clause. The Artist will not engage or sell his services for the purpose of making or assisting in the making, under his own name or an assumed name, records of any of the musical works which the Artist shall have performed under this Agreement during the period of five years from the date on which such work shall have been recorded for the Company.
3. Notwithstanding the provisions of any Clause or Clauses of this Agreement providing for the payment of Royalties and/or associated payments should the Artist perform in breach of the provisions of Clause (2) of these Standard Artists' Conditions and/or perform in breach of any Clause or Clauses or Condition or right granted to the Company under this Agreement or within the meaning of the Standard Artists' Conditions stating or implying the exclusivity of the Artists' services to the Company then without prejudice to the Company's right in respect of such breach the Artist shall also cease immediately to be entitled to Royalties on sales thereafter of each recorded title/musical work or part(s) thereof so involved.
4. The Company shall have the right to call upon the Artist to repeat to a reasonable extent any work without further payment until a satisfactory sound recording has in the opinion of the Company and the Artist been made.
5. The Company shall have the right to give lend lease or sell to any person firm or company matrices and/or tapes and/or masters embodying sound recordings from which records reproducing all or any of the Artist's services hereunder may be manufactured or sold and shall have the right to grant permission to any such person firm or company to use such matrices and/or tapes and/or masters embodying sound recordings to manufacture and sell records therefrom.
6. The Company shall at all times have the right at its discretion to decide whether and/or when to commence or discontinue or re-commence the said production, reproduction sale use and performance of records manufactured in pursuance of this Agreement and to authorise any other person, firm or corporation to do any or all such acts or things. The Company shall have the right to sell such records (under such trademarks as it may select) at such price or prices as in its discretion it shall think fit.
7. The Company shall have at all times the sole right of production reproduction sale, use and performance (including broadcasting whether or not accompanied by television) throughout the world by any and every means whatsoever of the sound recordings reproducing any or all of the services of the Artist under this Agreement.
8. The Artist grants to the Company the irrevocable right and licence to use and publish the name of the Artist as publicly known or as agreed upon by the parties with or without photographic or other likeness of the Artist as when and where it may decide for the purpose of labelling, cataloguing and exploiting the records made hereunder and to authorise any other person firm or corporation to do any or all such acts or things.
9. The Artist shall not (a) assign his rights under this Agreement or (b) appoint an agent to collect on his behalf any moneys due to him under the provisions of this Agreement without first obtaining the written consent of the Company so to do which consent shall not be unreasonably withheld.
10. In the event of the Artist by illness or absence or any other cause not being able to fulfil the provisions herein to the reasonable satisfaction of the Company the Company shall be at liberty to determine this Agreement forthwith without incurring liability for damages or compensation.
11. The Company will give such notice as possible of each recording session hereunder and failure on the part of the Artist to attend within fifteen minutes of the time agreed for any recording session will entitle the Company at its discretion to deduct the expense occasioned by the Artist's failure from the sums due to the Artist under this Agreement. All recording sessions will be in London unless otherwise mutually agreed.
12. Should the Artist wish to perform or speak for the purpose of a sound recording for public distribution outside the services defined in this Agreement the consent of the Company must first be secured, which consent shall not be unreasonably withheld.
13. In the case of dispute as to amount of royalty earned the certificate of the Company's Auditors shall be conclusive.
14. This Agreement shall be deemed the consent required by Section I of the Dramatic and Musical Performers Protection Act 1958.
15. Any Notice required to be given under this Agreement shall be sufficiently given if sent by post to the party hereto to whom the same is addressed at the address hereinbefore mentioned or the last known address of that party.
16. If the fulfilling of this Agreement shall become impossible by reason of *force majeure* or any other cause outside the control of the parties hereto then either party shall be entitled (by giving notice in writing to the other party hereto and without incurring liability for damages or compensation) to suspend the operation of this Agreement until such time as such fulfillment shall again become possible provided always that if the operation of the Agreement shall be suspended as aforesaid then the Company shall during the period of such suspension continue to pay to the Artist the royalties due to him under this Agreement so long as any such royalties shall be payable by reason of the manufacture and sale of records under the provision of the Agreement.
17. This Agreement shall be governed by and construed in accordance with the Laws of England.
18. No variation of the Agreement or of these conditions shall be binding on the Company unless in writing and signed by an official of the Company.
19. In these conditions references to 'the Agreement' or 'this Agreement' mean and include the Company's letter to the Artist incorporating these conditions and forming part hereof.