

# LICENCE AGREEMENT

## 1 SCOPE OF AGREEMENT

- 1.1 Subject to the terms contained herein, MACP grants the Applicant as from the Commencement Date a non-exclusive licence to perform publicly or authorise the public performance at the Applicant's named premises ("Premises") of any or all of those musical works (whether in whole or in part including any words associated therewith) for the time being the Works within MACP's repertoire or over which it has the administration and controlling rights in Malaysia.
- 1.2 The Agreement granted in clause 1.1 does not include or authorise:
- (a) the public reception of any performance beyond the precincts of the Premises;
  - (b) the performance of dramatico-musical works involving performances of an opera, operetta, revue or pantomime in so far as it consists of words and music written expressly therefore;
  - (c) the performance in whole or in part of any music and of any words associated therewith composed or used for a ballet, if accompanied by visual representation of such ballet or part thereof;
  - (d) the performance of oratorios and/or large choral works, i.e. those of more than 20 minutes duration, in their entirety;
  - (e) the performance of any music and associated words so as to burlesque or parody the work;
  - (f) the broadcast or other transmission, reproduction or authorisation of reproduction of any work in the repertoire of MACP either digitally, electronically or in whatever form and manner or by any other means and including any reproduction by downloading data or materials;
  - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by MACP as prohibited;
  - (h) the performance in respect of any sound recording; or
  - (i) any other right not expressly granted under the Agreement.

## 2 DURATION OF AGREEMENT

- 2.1 Unless otherwise specified, the Agreement shall be for an initial period of 12 months ("Initial Period") from the Commencement Date stated and shall thereafter automatically renew and continue for successive 12-month periods until terminated pursuant to Clause 3.5 or Clause 5 below or by either party without cause by giving to the other at least 1 month's notice in writing so that the Agreement will expire in such year in which the notice is given on the same day and month as the expiry of the Initial Period.

## 3 LICENCE FEES

- 3.1 In consideration for the grant of the Agreement, the Applicant agrees to pay to MACP:
- (a) the annual licence fees for the said initial period, no later than 14 days upon issuance of the invoice by MACP as proof of its acceptance and execution of the Licence Application; and
  - (b) the annual licence fees for each and subsequent annual period within 14 days from MACP's written notice of demand of payment.
- 3.2 The licence fees for the each and subsequent annual period shall be calculated based on MACP's Tariffs and adjusted in accordance with the changes in the preceding calendar year's Consumer Price Index as published by the Department of Statistics, Malaysia.
- 3.3 There shall be no refund of licence fees paid in advance in the event the Agreement is terminated for any reason before its expiration. All invoices issued by MACP (whether payable as advances or otherwise) due under the Agreement shall be recoverable by MACP as debts in any court of competent jurisdiction in Malaysia.
- 3.4 MACP is entitled to verify the information submitted by the Applicant as stated in the Licence Application submitted by Applicant by any source, including examination of the Applicant's Premises, books and records, receipts, invoices and other similar documents. If after such examination or the Applicant fails to submit the required particulars and/or documents, MACP is entitled to unilaterally assess reasonable licence fees payable under the Agreement using any source available.
- 3.5 If the Applicant fails to make payment of the licence fees when due or thereafter within 14 days of MACP's first request for payment of such overdue fees, MACP may forthwith terminate the Agreement by written notice sent to the Applicant at the address shown in the particulars as stated in the Licence Application or at such address known by MACP and thereupon the Agreement shall be terminated without prejudice to MACP's rights to recover any monies due hereunder.
- 3.6 In any such proceedings where a notice or invoice stating the licence fees calculated and payable in accordance with the terms of the Agreement has been sent out to the Applicant, such notice or invoice shall be prima facie evidence that the sum therein mentioned is the sum that the Applicant is liable to pay to MACP.

## 4 SUPPLY OF INFORMATION & VARIATION

- 4.1 The Applicant shall notify MACP in writing of any changes to the particulars supplied in the Licence Application by the Applicant so as to allow appropriate re-assessment by MACP of the licence fees. When MACP is notified of any such changes to the particulars hereof or to the performances to be authorised hereunder, then upon MACP's acceptance of the same at its sole discretion, the Agreement shall thereafter apply with such particulars as amended by, and in accordance with, the details of that notice, and until so amended the particulars of the Licence Application shall form the particulars of the Agreement.
- 4.2 The Applicant shall supply to MACP on the Programme Return Form obtainable free from MACP's office at the address overleaf or MACP's website at [www.macp.com.my](http://www.macp.com.my), a list of all the music and songs, with the name of the singer, author, composer and publisher of each such composition performed during the period covered under the Agreement.

## 5. TERMINATION

- 5.1 Notwithstanding Clause 3.5 herein, MACP is entitled to immediately terminate the Agreement by written notice to the Applicant if the Applicant:-
- (a) fails to pay any sum when due under the Agreement within the stipulated period by MACP;
  - (b) breaches any of the terms of the Agreement and fails to remedy such breach within 7 days after being requested in writing to do so by MACP;
  - (c) being a corporation, goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administrator; or
  - (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.
- 5.2 In the event of termination of the Agreement:-
- (a) the Applicant shall pay MACP all licence fees due under the Agreement (including any additional sums due to MACP) which remain unpaid at the date of termination;
  - (b) all rights hereby granted to the Applicant herein shall be terminated automatically at the date of termination; and
  - (c) the Applicant shall immediately cease performing any of the Works within MACP's repertoire in any manner howsoever.

## 6. RIGHT OF ENTRY

- 6.1 MACP, by its duly authorised officers or agents, shall have the right of full entry in and upon the Premises (and any addition of the Premises during the course of the Agreement) at all reasonable times for the purpose of checking the particulars on which the licence fees hereunder is to be assessed including particulars on events held at the Premises.
- 6.2 The Applicant shall upon receipt of the licence sticker to be issued by MACP upon full payment of licence fees, place the sticker at a prominent place in the Premises to enable easy identification by MACP's duly authorised officers or agents.

## 7 NO ASSIGNMENT

- 7.1 The Applicant shall not assign, transfer, sub-license or otherwise howsoever, in whole or in part, the rights granted hereunder without the prior written consent of MACP.

## 8 NOTICES

- 8.1 Any notice (including any notice for court proceedings) under the Agreement must be in writing and proof of posting or dispatch of any notice to the party shall be deemed to be proof of receipt:
- (a) if delivered to the address of the party, upon acknowledgement of receipt by the party;
  - (b) if by pre-paid post to the address of the party, on the 5th working day after posting;
  - (c) if by facsimile to the facsimile number of the party, upon receipt of a successful transmission confirmation notice;
  - (d) if by electronic mail to the mail address known by the party upon a successful transmission.

## 9 DEFINITIONS IN THE AGREEMENT

- 9.1 "Works within MACP's repertoire" means each and every musical works, including any words normally associated therewith by the copyright owner for Malaysia, the right of public performance of which is vested in MACP under the Malaysia Copyright Act 1987.
- 9.2 "MACP's Tariffs" means the licence rates established by MACP for all sectors of business which require licence from MACP for the public performance of Works within MACP's repertoire. Copy of the MACP's Tariffs is obtainable free from MACP's office and MACP's website at [www.macp.com.my](http://www.macp.com.my).

## 10 LAW AND JURISDICTION

- 10.1 The Agreement shall be interpreted and construed in accordance with the laws of Malaysia.
- 10.2 All disputes of the Agreement shall be determined by the Courts of Malaysia and the parties hereto shall submit themselves to the non-exclusive jurisdiction thereof.

## 11 GOVERNMENT DUTIES, TAXES AND LEGAL CHARGES

- 11.1 The Applicant shall bear the stamp duties and other incidental charges including taxes without limitation to goods and services tax arising as a result, or in consequence, of the Agreement.

## 12 PRIVACY NOTICE

- 12.1 The information the Applicant is providing may be personal information under the Personal Data Protection Act 2010 and related regulations. Information collected is only for the business purposes of MACP and will not be disclosed to any third parties except in accordance with the privacy policy of MACP. The privacy policy can be obtained from MACP.

### SIGNED AS AGREED

MACP accepts the application and grants a licence for the consideration and on the terms and conditions set out in the Licence Application and Agreement herein.

(For and on behalf of MACP by its duly authorised officer)

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

# MACP

MUSIC AUTHORS' COPYRIGHT PROTECTION (MACP) BERHAD  
(186403-X)

# MUSIC!

## Copyright Licence Application Form

After completion, kindly return to MACP at

### ■ KUALA LUMPUR OFFICE

Unit 8, Level U2, Block D4,  
(D4-2-8) Solaris Dutamas,  
No. 1 Jalan Dutamas 1,  
50480 Kuala Lumpur  
Tel : 03-6207 8638  
Fax : 03-6206 2228 / 6206 3268

### ■ JOHOR BAHRU OFFICE

No. 6-02,  
Jalan Tun Abdul Razak,  
Susur 4,  
80200 Johor Bahru, Johor.  
Tel : 07-227 8711  
Fax : 07-227 9711

### ■ PENANG OFFICE

Lot 231, 1st Floor,  
Wisma Central,  
41, Macalister Road,  
10400 Penang.  
Tel/Fax: 04-226 2943

### ■ SARAWAK OFFICE

Lot 1100, 1st Floor,  
Jalan Permaisuri,  
98000 Miri, Sarawak.  
Tel : 085-419 735  
Fax: 085-418 734

# MACP Annual Licence Application

Please complete the relevant section(s), sign, chop and return to:

Unit 8, Level U2, Block D4, (D4-2-8) Solaris Dutamas, No. 1 Jalan Dutamas 1, 50480 Kuala Lumpur or fax to (03) 6206 2228 / 6206 3268.

I/We apply for a licence from MACP which, subject to the terms as set out on this page and overleaf, for authorising the performance in public musical works within MACP's repertoire, in the premises and by the means and method(s) as described below:

- Application must be supported by a copy of the company's business registration form and/or premise licence issued by respective local council.
- Where multiple premises are covered under this application, a schedule must be attached providing the relevant details of each premises.

## 1. PARTICULARS OF PREMISES

Hotel, Serviced Apartment, Members' Club, Medical Centre, Hospital, Clinic				
Total number of guest / patient rooms with TV and / or pipe-in music _____				
Number of telephone lines with music-on-hold _____		Any music at the lobby/ reception? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Details of outlets located in the premises				
Name of Outlets	Type of Business	Total number of seats	Total no. of TV monitor	Any Live Band Performance?
				Yes <input type="checkbox"/> No <input type="checkbox"/>
				Yes <input type="checkbox"/> No <input type="checkbox"/>
				Yes <input type="checkbox"/> No <input type="checkbox"/>
				Yes <input type="checkbox"/> No <input type="checkbox"/>
				Yes <input type="checkbox"/> No <input type="checkbox"/>

Name of Premises \_\_\_\_\_ ("the Premises")

Address of Premises \_\_\_\_\_

Postcode \_\_\_\_\_

Type of Business \_\_\_\_\_ Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Date on which music usage commenced \_\_\_\_\_ ("the Commencement Date")

## 2. PARTICULARS OF COMPANY (WHO OWNED/ MANAGED THE PREMISES)

Name of Company \_\_\_\_\_ ("the Applicant")

Address of Company \_\_\_\_\_

Postcode \_\_\_\_\_

Company Registration No. \_\_\_\_\_ Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

## 3. DECLARATION AND AGREEMENT

I / We acknowledge that I / we have read the terms as stated in the overleaf and agree to be bound by those terms should my / our application be accepted.

Sign by/on Behalf of Applicant \_\_\_\_\_

(Print Full Name)

(Signature and Company stamp)

(NRIC Number)

(Designation)

(Date)

(E-mail Address)

(Mobile Number)

The licence as applied for shall be granted and an agreement deemed to have been made only upon the acceptance and execution of this application by MACP. MACP may refuse to accept the application where information contained in this application form is inaccurate or incomplete. A licence sticker confirming the licence granted will be issued upon receipt of full licence fees from the Applicant.

### OFFICE USE ONLY

\_\_\_\_\_  
Licence Number

\_\_\_\_\_  
Tariff Code

\_\_\_\_\_  
Group

\_\_\_\_\_  
Category

\_\_\_\_\_  
Licence Period