

## 1 SCOPE OF AGREEMENT

- 1.1 Subject to the terms contained herein, MACP grants the Applicant (which expression herein shall include also the Event's owner, organiser, appointed agents, representatives and/or servants whose name as appeared in the overleaf), a permit licence to perform publicly or authorise the public performance at the Event of any or all of those musical works (whether in whole or in part including any words associated therewith) for the time being within MACP's repertoire or over which it has the administration and controlling rights in Malaysia and in consideration of the same, the Applicant hereby irrevocably and unconditionally agrees and undertakes to pay to MACP the licence fee pursuant to the terms contained herein.
- 1.2 The Agreement granted in Clause 1.1 is limited only to the extent where it is expressly permitted and does not include or authorize the following:
  - (a) the transmission or the public reception of any performance beyond the precincts of the Applicant's named venue for the Event;
  - (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 of excerpts from such parts of any dramatico-musical works and music written expressly therefore, if accompanied by dramatic action, dumb show, costume, scenic accessories or other visual representation of the same dramatico-musical work;
  - (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 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;
  - (f) the performance of any music and associated words so as to burlesque or parody the work;
  - (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 broadcast or other transmission, reproduction or authorisation of reproduction of any MACP's Repertoire either digitally, electronically or in whatever form and manner or by any other means and including any reproduction by downloading data or materials;
  - (i) the performance in respect of any sound recording; or
  - (j) any other right not expressly granted under the Agreement.

## 2 CALCULATION OF LICENCE FEES

- 2.1 The Applicant agrees to pay MACP the amount calculated in accordance with the formula specified in the overleaf.

## 3 LICENCE FEES & OTHER CHARGES

- 3.1 MACP is entitled to issue any invoice for the licence fees payable under Clause 2 before or after the Event date.
- 3.2 The Applicant shall pay any invoice issued by MACP under Clause 3.1 within the time specified on the invoice or latest by two (2) working days before the Event, whichever is earlier.
- 3.3 The Applicant shall within twenty-one (21) working days after the last performance date of the Event, submit to MACP for the purpose of calculating the actual licence fees, an audited statement showing the Actual Tickets Sold and the Actual Value of Complimentary Tickets given out for the Event.
- 3.4 The Applicant shall within seven (7) working days after the submission of the audited statement or upon receipt of the additional invoice issued by MACP (whichever is earlier), forthwith pay the balance payment to MACP should the Initial Deposit as set out in Clause 3.1 is not sufficient. In case of overpayment, MACP shall refund the balance forthwith to the Applicant.
- 3.5 If the Applicant fails to comply with Clause 3.2 above, MACP may, without prejudice to any rights conferred on MACP herein or by law, terminate the Agreement and if applicable, impose surcharge for late application, evidence gathering, late payment interest, legal costs and / or any costs, all of which are without prejudice to MACP's rights to recover any monies due hereunder and / or to pursue any remedies as provided under the applicable legislations / laws.
- 3.6 Save and except where the Agreement has been terminated under Clause 5, the Parties agree that 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 Kuala Lumpur or Selangor.
- 3.7 The Applicant further irrevocably and unconditionally acknowledges and agrees that where a notice or invoice is issued by MACP as to the amount of licence fees and/or other charges that are due and payable by the Applicant in accordance with the terms of the Agreement, such notice or invoice shall be prima facie and / or conclusive evidence of the contents and correctness thereof and the contents and additional terms such as late payment interest and others stated in the invoice issued shall be binding against the Applicant and / or the Applicant's authorised person(s) or business owner(s) or director(s) and its heirs and assigns (**Certificate of Indebtedness**).

## 4 SUPPLY OF INFORMATION

- 4.1 The Applicant hereby warrants and represents to MACP that all information provided to MACP shall be true, correct and complete.
- 4.2 Within thirty (30) days from the end of the Event, the Applicant must supply to MACP, on the Programme Return Form obtainable free from MACP's office at the overleaf address or MACP's Official Website, a list of all the music and songs performed at the Event with name of singer, author, composer, publisher of each such composition performed during the Event.

## 5 TERMINATION

- 5.1 This Agreement is automatically terminated immediately in the event the Applicant:
  - (a) fails to pay any sum when due under the Agreement within the stipulated period by MACP pursuant to Clause 3 herein;
  - (b) breaches any other terms of the Agreement, except Clause 3, and fails to remedy such breach within seven (7) days after being requested in writing to do so by MACP;
  - (c) is subject to any criminal investigations or corruption-related enquiries by the relevant authorities;
  - (d) 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
  - (e) being an individual and/or partnership where the proprietor(s), commits any act of bankruptcy or enters into a scheme of arrangement with creditors.
- 5.2 Any termination by the Applicant due to cancellation or postponement of the Event shall be given by notice in writing to MACP before the due date for payment as specified on the invoice or two (2) working days before the Event, whichever is earlier, failing which and unless otherwise agreed in writing, any termination shall be deemed unlawful and MACP shall reserve its rights to recover the licence fees and / or impose administrative fees for processing the Application.
- 5.3 In the event of termination of the Agreement:
  - (a) all rights hereby granted to the Applicant herein shall be terminated automatically at the date of termination stated in Clause 5.1 and 5.2 above respectively;
  - (b) upon termination, the Applicant shall immediately cease performing any of MACP's Repertoire in any manner howsoever; and
  - (c) the Applicant shall forthwith pay and diligently settle all remaining licence fees due to MACP under this Agreement (including any additional sums incurred) which remain outstanding at the date of termination.
- 5.4 In addition to Clause 5.1 above and notwithstanding the termination of the Agreement, MACP shall have the right to pursue any remedies as provided under the applicable legislations/laws to enforce the terms of this Agreement against the Applicant and / or the Applicant's authorised person and / or directors and / or business owners pursuant to Clause 1.2.

## 6 RIGHT OF ENTRY

- 6.1 MACP, by its duly authorised officers or agents, shall have the right of full entry in the Event during all times of the public performance for the purpose of checking the particulars on which the licence fees hereunder is assessed including the particulars of the Events.
- 6.2 The Applicant shall upon the signing of the Agreement submits two (2) complimentary tickets for the Event to verify, amongst others, the musical works performed at the Event. MACP reserves the right to charge the Applicant the full value of the tickets purchased if tickets are not submitted to MACP prior to the Event taking place.

## 7 NO ASSIGNMENT

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

## 8 AUDIT OR EXAMINATION

- 8.1 MACP may with fourteen (14) days' notice to the Applicant, audit or examine the Applicant's books of account and other records to determine the accuracy of any report or payment under the Agreement.
- 8.2 After such examination where the licence fees under the Agreement is being understated, MACP is entitled to issue further invoice for the understated licence fees.
- 8.3 The Applicant agrees to pay the cost of the audit or examination if it is discovered that the information provided by the Applicant was inaccurate and resulted in the calculation of the licence fees under the Agreement being understated.

## 9 NOTICES

- 9.1 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) for notices sent by A.R registered post and/or pre-paid post and/or any other ordinary post, upon the expiration of 72 hours 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.
- 9.2 For the purpose of Clause 9.1, the address and / or email address and / or facsimile number of the Applicant shall be those as shown in the particulars as stated in the Licence Application or at the last-known address and / or email address and / or facsimile number as communicated to MACP in writing.

## 10 DEFINITIONS IN THE AGREEMENT

- 10.1 "Agreement" means the Application, Licence Agreement and any amendments as agreed and accepted between the parties.
- 10.2 "MACP's Repertoire" means all copyrighted musical work, lyrics, words written to be used with such musical work (if applicable) or any part thereof that are owned, administered, controlled or represented by MACP.
- 10.3 "MACP's Official Website" means [www.macp.com.my](http://www.macp.com.my).

## 11 LAW AND JURISDICTION

- 11.1 The Agreement shall be interpreted and construed in accordance with the laws of Malaysia.
- 11.2 All disputes of the Agreement shall be determined by the Courts of Malaysia in Kuala Lumpur or Selangor and the parties hereto shall submit themselves to the exclusive jurisdiction thereof.

## 12 GOVERNMENT DUTIES, TAXES AND LEGAL CHARGES

- 12.1 The Applicant shall bear the stamp duties and other incidental charges including taxes arising as a result, or in consequence, of the Agreement.

## 13 PRIVACY NOTICE

- 13.1 The Applicant acknowledges and agrees that the information the Applicant is providing may be personal information under the Personal Data Protection Act 2010, and can be used by MACP pursuant to the Credit Reporting Agencies Act 2010, including other 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's Official Website at [www.macp.com.my/privacy.htm](http://www.macp.com.my/privacy.htm).

## 14 MISCELLANEOUS

- 14.1 **Modification & Waiver** – All modifications, alterations, changes, additions or subtractions must be agreed in writing. A delay or omission by MACP shall not be construed as a waiver. Any waiver or consent by MACP must be in writing.
- 14.2 **Severability** – any term, condition, stipulation, provision or undertaking in this Agreement which is found to be illegal, void and / or unenforceable shall be ineffective only to the extent of such illegality, invalidity and / or unenforceability and shall not invalidate or render illegal, void and / or unenforceable any other terms, conditions, stipulations, provisions, covenants or undertaking herein contained.
- 14.3 **Indemnity** - The Applicant hereby irrevocably and unconditionally agrees and undertakes to defend, indemnify and hold harmless MACP and their respective officers, directors, employees or agents from and against any and all claims, losses, damages arising out or in any way attributable to the inaccuracy or breach of any representations or warranties by the Applicant or the terms under the Agreement.
- 14.4 **Remedies** – Without prejudice to the remedies provided hereunder, MACP shall further have the rights and remedies under any other law and among other remedies, proceed at law or in equity against the Applicant and / or the director or business owner of the Applicant for the director or business owner has entered into this Licence Agreement in his / her personal capacity.
- 14.5 **Entire Agreement** – This Agreement and the Application shall form the entire agreement and shall supersede all prior agreements with respect to MACP's Repertoire and this Licence Agreement.
- 14.6 **Counterpart** – This Agreement may be signed and executed physically or electronically and in counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.
- 14.7 **Submission of Application Electronically** - By submitting and executing the Agreement (which includes the Application) to MACP electronically, the Applicant agrees and acknowledges that the execution of the Agreement is genuine and authentic and the same shall be the copy used for the purpose of stamp duty. MACP reserves the right to forward the stamped copy of the Agreement to the Applicant via email.

## SIGNED AS AGREED

MACP accepts the Application and grants a permit licence pursuant to the terms and conditions set out in the Application and Licence Agreement herein.

For and on behalf of Music Authors' Copyright Protection (MACP) Berhad by its duly authorised officer

Officer's Name  _____  _____  _____  Date  _____  _____  _____	Company stamp  _____  _____  _____
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# MACP

MUSIC AUTHORS' COPYRIGHT PROTECTION (MACP) BERHAD  
198901009102 (186403-X)

MLE  
**PERMIT LICENCE**  
Application Form

Ver. 202406

Unit 8, Level U2, Block D4, (D4-2-8) Solaris Dutamas,  
No. 1 Jalan Dutamas 1, 50480 Kuala Lumpur, Wilayah Persekutuan  
Tel: 03-6207 8638 Website: [www.macp.com.my](http://www.macp.com.my)

# MACP Permit Licence Application & Licence Agreement

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

Unit 8, Level U2, Block D4, (D4-2-8) Solaris Dutamas, No. 1 Jalan Dutamas 1, 50480 Kuala Lumpur, Wilayah Persekutuan or email to licensing@macp.com.my

I/We apply for a permit licence from MACP which, subject to the terms of the Licence Agreement as set out on this page and overleaf, for authorising the performance in public musical works within MACP's repertoire, in the event and by the means and method(s) as described below ("**Application**").

- Where multiple venues are covered under this Application, a schedule must be attached providing the relevant details of each venue.
- Application must be made and submitted by an authorised person or the director or business owner of the company.
- MACP reserves the right to request for further supporting documents as it deems fit.

**Ticket Selling Event such as Concert**

**Licence Fees**

Fee is calculated based on 2.5% on the Total Value of Tickets Sold + 1% on the Value of Complimentary Tickets given out. The Fee is subject to a minimum of RM 600.00 per event/ day/ venue.

**AN INITIAL DEPOSIT** which is equivalent to 2.5% x 60% of the Total Value of Tickets on Sale is to be paid by way of a bank draft within the time specified on the invoice or 2 working days before the Event, whichever is earlier. The actual fee will be calculated after the Event based on an audited Ticket Sales Report.

Ticket's Value (RM)	Number of Tickets	Total Value on sale (RM)	Total Fee (RM)
Complimentary Tickets			
<b>TOTAL INITIAL DEPOSIT/ LICENCE FEES</b>			

**1 PARTICULARS OF COMPANY/BUSINESS**

Name of Company/ Business  ("the Applicant")

Address of Company/ Business

Postcode

Company/Business Registration No.  Telephone No.  Facsimile No.

**2 PARTICULARS OF EVENT ("the Event")**

Name of Event

Event Date  Venue

**3 AUTHORISATION FROM EVENT OWNER**

(Authorisation from the event owner is required if the Applicant is acting on behalf as an agent or under instruction of the event owner to execute the permit licence) I/We, the event owner(s) of the abovenamed event expressly confirm that I/we have duly authorised the Applicant as my/our agent to apply for the Application and permit licence for the abovenamed event on my/our behalf and I/We have read the terms of the Licence Agreement as stated in the overleaf and further agree to be bound by those terms, including but not limited to my/our obligation (including in my personal capacity as the event owner / director of the company / business owner executing this) to pay the licence fees due and payable under the greement. I/We further confirm that the information provided herein is true and accurate.

Name  Print Name

Mobile No.

E-mail Address

Signature and Company stamp with address

**4 DECLARATION AND AGREEMENT**

I/We acknowledge and agree that I/We have read the terms of the Licence Agreement as stated in the overleaf and further agree to be bound by those terms, for and on behalf of the Applicant as well as in my/our personal capacity as the authorised person, director or business owner.

Sign by/on Behalf of Applicant  Print Name

NRIC Number

Designation

E-mail Address  Mobile No.  Date

Signature and Company stamp

The licence as applied for shall be granted and a Licence Agreement based on the attached terms and conditions as set out on this page and overleaf shall be deemed to have been made upon the acceptance and execution of this Application by MACP. MACP may refuse to accept the Application where information contained in this Application is inaccurate or incomplete.

**OFFICE USE ONLY**

Reference Number  Tariff Code  Group  Category  "the Commencement Date"