

1 COMMERCIAL RENTAL LICENCE CATEGORY

Annual Licence

Please select the appropriate option:

Unrestricted Venue - RM 3,600

Restricted Venue - RM 1,500

(Exclude Commercial Premises, i.e. Hotels, Shopping Complex and Public Halls)

Total Licence Fees RM

Daily Licence - unrestricted venue

No. of Event Days x RM 300 per day

*Please attach appendix if you have more than one event

Event Name(s)

Event Date(s)

Event Venue(s)

<input type="text"/>
<input type="text"/>
<input type="text"/>

<input type="text"/>
<input type="text"/>
<input type="text"/>

<input type="text"/>
<input type="text"/>
<input type="text"/>

Total Licence Fees RM

2 PARTICULARS OF APPLICANT/ BUSINESS INFORMATION

Company Name/ Name of Applicant

Registration No

Business Type

Address

Postcode

Office Phone No.

Office Fax No.

Contact Person

Mobile Phone No.

Designation

Email

Please complete the commercial rental details below

No. of Music Equipment Owned

unit

Play music in website (If Any)

No. of Events Per Annum

day

3 PARTICULARS OF BUSINESS PREMISE(S)/OUTLET(S)

Premises Name

Address

Postcode

Music Commencement Date

4 DECLARATION AND AGREEMENT

I/We, the Applicant hereby agree to the Terms and Conditions set out OVERLEAF and Additional Terms and Condition in PPM's Website. The Information in this Application is correct and I/We agree that the information shall form the basis of the licence issued.

Name

Designation

NRIC

Mobile Phone No.

Email

Authorised Signature & Company Stamp

Date

FOR OFFICIAL USE ONLY

CATEGORY

COMMENCEMENT DATE

LICENSING OFFICER



WHO IS PPM?

A not-for-profit Collective Management Organization (CMO) as declared by the Intellectual Property Corporation of Malaysia (MyIPO) pursuant to the Copyright Act 1987 (Act 332) represents members of Public Performance Malaysia (PPM) Berhad ("PPM") in respect of joint licensing of Music Recordings. PPM enables music users in Malaysia to conveniently obtain a collective licence from local, regional and international recording companies to publicly perform and/or reproduce their copyright protected sound, music video and/or karaoke recordings solely for public performance within Malaysia.

WHAT SHOULD YOU DO NEXT?

If you are already renting and making available commercially the Music Recordings to the public for the sole purpose of Public Performance or are planning to do so, you should apply for a licence by filling in the application form overleaf and return it to PPM.

TERMS AND CONDITIONS OF LICENCE AGREEMENT

1. In this Licence, the following expressions shall have the following meanings:

"Commercial Rental" means commercially renting and making available the Music Recordings to the public for the sole purpose of Public Performance in Malaysia during the licence period;

"Film" and "Sound Recording" shall have the meanings ascribed to them under the Copyright Act 1987;

"Music Recordings" shall include all sound, music video and/or karaoke recordings, the copyright of which is owned and/or exclusively controlled by PPM members;

"Music Video" or "Karaoke" means a film which has as its principal feature the performance or representation of a musical work or sound recording and in which the copyright in Malaysia is owned and/or exclusively controlled by PPM members;

"PPM members" mean the owners and/or exclusive licensors of Music Recordings who are authorizing members of Public Performance Malaysia (PPM) Berhad. A list of PPM members is available at www.ppm.my;

"Public Performance" means causing the Music Recordings to be seen or heard in public by any means whatsoever, irrespective of whether the Music Recordings is used directly or indirectly.

2. PPM is authorized to negotiate and grant licences for the Commercial Rental to the public of Music Recordings, on behalf of PPM members.

3. On receipt of the Applicant's duly completed Licence Agreement (which represents Applicant's EXPRESS OFFER to obtain a copyright licence for the Music Recordings ("Licence") from PPM), PPM will accept the Applicant's offer and grant the Applicant a non-exclusive Copyright Licence for the Commercial Rental of the Music Recordings (as the case may be) for its business. The Licence is granted based on the information supplied in this Licence Agreement and such information is expressly incorporated into the Terms and Conditions hereof and Additional Terms and Conditions in PPM's Website.

4. This Licence shall be deemed to have commenced on the day in which the Applicant commenced business, except where stated otherwise in writing by PPM. Subject to Clause 10 and save where otherwise agreed to in writing by PPM, the Licence shall be deemed to remain in force for a period of twelve (12) months from the date of commencement of business and will be renewed automatically unless otherwise agreed to in writing by PPM.

5. Daily Licence shall be deemed to have commenced on the day in which the Applicant commenced the Event(s), except where stated otherwise in writing by PPM.

6. PPM will notify the Applicant as to the fee due in respect of the Licence. The fee is payable by the Applicant in full and in advance within fourteen (14) days from the date of PPM's invoice and will be based on PPM's published Tariffs as contained in PPM's Standard Tariff, a copy of which has been given to the Applicant. If PPM fails to receive payment from the Applicant within fourteen (14) days from the date payable, PPM reserves the right to charge interest at the rate of one percent (1%) per month for any unpaid amounts from the date of non-payment to date of full settlement.

7. PPM reserves the right to vary the licence fee payable by the Applicant in the event of any material change in the way the Music Recordings is rented by the Applicant. The Applicant undertakes to notify PPM in writing with supporting documents of any material change in the Applicant's business operation relating to the Commercial Rental of the Music Recordings within fourteen (14) days of such changes occurring.

8. PPM by its duly authorized employees or agents shall have the right of free entry into the Applicant's premises and/or the premises where the Applicant commercially rents the music during the business hours for the purposes of inspecting the details on which the licence fee is calculated.

9. The Licence shall not be assigned or otherwise transferred in whole or in part. The Licence does not permit the Applicant to edit, reproduce, re-mix, re-record, alter, publicly perform, show and/or perform the Music Recordings for any purpose whatsoever.

10. PPM may terminate this Licence forthwith upon the occurrence of any breach by the Applicant of any of the Terms and Conditions hereof and Additional Terms and Conditions in PPM's Website. Any termination of the Licence shall be without prejudice to any of PPM's rights that may have accrued up to the date of the termination and no part of the licence fee paid will be refunded to the Applicant.

11. The Applicant agrees NOT to infringe the copyright of the Music Recordings in any manner whatsoever and shall NOT permit or authorize the use of infringing copies of the Music Recordings (whether by third parties or otherwise) in the course of the Applicant's business.

12. The Applicant agreed to notify every third party in writing of the requirement to obtain Public Performance licence from PPM and the Applicant warrants, agrees and undertakes to notify PPM not less five (5) days prior to the Public Performance by furnishing details of the third party, the venue, time and place of the Public Performance. The Applicant shall be liable for the relevant Public Performance licence fee as contained in PPM's Standard Tariff if fail to comply with the aforesaid obligations.

13. The Applicant authorizes PPM to disclose information regarding the Applicant which may be limited to the information as provided under this Licence Agreement to any third party, including, without limitation, PPM's employees, agents, directors, solicitors, auditors and credit reporting agency, for purposes of the Licence management and recovery of the licence fee due. The Applicant hereby consents to the disclosure of its information (in compliance with the Personal Data Protection Act 2010) in such circumstances as mentioned in this paragraph.

14. The Applicant shall bear the cost of all duties, levies and/or taxes.

15. The Applicant undertakes to pay all legal expenses and/or cost incurred by PPM in relation to the recovery of any licence fee due and owing under this Licence Agreement.

16. The Applicant shall permanently delete all its copies of the Music Recordings upon termination of the Licence by PPM and submit a Statutory Declaration within fourteen (14) days confirming such deletion.

17. The Applicant agrees to accept all the Terms and Conditions hereof and Additional Terms and Conditions in PPM's Website.