

11. NO ASSIGNMENT 不可轉讓

Without MACA’s written consent, the Applicant must not assign, transfer, sub-permit or other means to transfer all or part of the rights in this permit agreement.

申請人不得在沒有 MACA 的書面同意下，進行分配、轉讓、次級許可或以其它方式移轉本許可合約之全部或部份權利。

12. NOTICES 注意

12.1 The notice under this PERMIT AGREEMENT must be given in writing to the Applicant through the following channels:

與本許可合約有關的通知，必須以書面形式，通過以下途徑給予申請人：

- (a) sending by post to the address provided by the Applicant; or
以郵遞方式給予申請人提供的地址；或
- (b) being sent by fax or email to the fax number or the email address provided by the Applicant, and the notice, under Clause 12.2, will be deemed to have been received by the Applicant.
通過傳真或電郵方式寄往申請人的傳真號碼或電郵地址。而該通知將根據第 12.2 項條款被視為已被申請人收到。

12.2 The fax or email is deemed to have been received on production of a transmission report issued by the machine from which the fax was sent or an email delivery record which indicates that the entire fax or email has been sent to the fax number or email address provided by the Applicant.

所述的傳真或電郵被視為已收到，是根據由傳真機器發出的傳輸報告或已發送郵件的記錄，當中列明傳真內容或電郵內容已被全部發送到申請人提供的傳真號碼或電郵地址。

12.3 MACA reserves the rights for final decision.

如有任何爭議，MACA 保留最終決定權。

13. MISCELLANEOUS 其他事項

13.1 MACA has the right to pursue any breach of the terms of this permit agreement or any breach of clause stipulated in this permit agreement. MACA also has the right to recover from the Applicant the outstanding permit fees, the losses suffered by MACA due to the Applicant’s failure to perform other clause of this permit agreement, the administrative, legal, and other costs incurred in recovering the permit fees.

MACA 有權追究任何違反本許可合約條款或任何與本許可合約中規定的違約行為；MACA 亦有權向申請人追討尚未履行的許可費用、因申請人不履行本許可合約的其他條款而導致 MACA 遭受的損失、因違討許可費用而產生的行政、法律及其他費用。

13.2 This PERMIT AGREEMENT is for individual Applicant. Without MACA’s written consent, the Applicant must not assign, transfer, sub-license or other means to transfer all or part of the rights in this PERMIT AGREEMENT.

本許可合約是面向申請者個體的，如沒有 MACA 的書面同意，該申請人不得分配、轉讓、次級許可或以其它方式移轉本許可合約之全部或部份權利。

13.3 MACA has the right to adjust the annual permit fees payable by the Applicant in the relevant year based on the average of the consumer price index from October of previous year to September of current year which is published by DSEC. In addition, this PERMIT AGREEMENT can only be amended upon written consent by both parties.

MACA 有權根據由澳門特區政府統計暨普查局公佈的前一年十月至當年九月的綜合消費物價指數所計算出的平均數，調整申請人於有關年度應繳付的許可費用，除此之外，本許可合約僅接受由雙方以書面方式作出的變更。

13.4 The terms in the PERMIT AGREEMENT are formulated in accordance with the current laws of Macau Special Administrative Region. In case of dispute, the courts of Macau have jurisdiction.

本許可合約條款按照澳門現行法律制訂，如有爭議，澳門法院具管轄權審理。

In this PERMIT AGREEMENT, in case of dispute between Chinese and English version, the Chinese version shall prevail in all respects and interpretations.

在本許可合約中，中文及英文版本如有歧義，以中文版為準。

Macau Association of Composers, Authors & Publishers

作曲家、作家及出版社協會

Address 地址：
Alameda Dr Carlos d’Assumpção No.258, Praça Kin Heng Long C10, Macau
澳門宋玉生廣場258號建興龍廣場10樓C座

Tel. 聯絡電話：
(853) 2888 2380

Fax 傳真：
(853) 2888 2597

Official Website 官方網站：
www.maca.org.mo

Email Address 電郵地址：
licensing@maca.org.mo

6.2 MACA makes the final decision on the nature of the event based on the applicant’s information and with reference to the details of the actual use of music for the event.

MACA 根據申請人的資料並參考該活動實際使用音樂的詳情，對該活動的性質作出最終決定。

7. BREACH OF PERMIT AGREEMENT 違反許可合約條款

7.1 If the applicant breaches any of the terms of this permit agreement, or fails to complete the payment within 7 days after MACA’s first notice of payment, MACA has the right to terminate the permit in writing and send to the mailing address on the back page or an address known to MACA.

如申請人違反本許可合約的任何條款、或於 MACA 第一次發出款項到期通知後 7 天內無法完成付款，MACA 有權以書面形式終止許可並發送通知至背頁之通訊地址或 MACA 所知悉之地址。

7.2 In any such proceedings where a notice of invoice stating the permit fees calculated and payable in accordance with the terms of the permit agreement has been sent out to the Applicant, such notice or invoice shall be evidence that the sum therein mentioned is the sum that Applicant is liable to pay MACA.

一旦發票發予申請人，該發票之效力隨即生效。如須行使法律途徑，該發票將成為證據，申請人須向 MACA 支付該發票上列明金額之總和。

8. TERMINATION OF THE PERMIT AGREEMENT 許可合約終止

8.1 MACA has the right to give the Applicant a notice of immediate termination of the permit agreement and will not refund the license fee. The Applicant should pay the administrative, legal and other costs that may result from it, if the Applicant:

MACA 有權向申請人發出立即終止許可合約的通知，並且不會向申請人退回許可費用，申請人需支付有可能由此引致的行政、法律及其他費用，如果申請人：

(a) fails to settle the permit fee as referred in Clause 4 within 30 days from the date of MACA’s invoice, but after termination of this permit agreement, MACA still has the right to recover the outstanding permit fee from the Applicant, and the Applicant also needs to pay MACA the administrative, legal, and other costs incurred in recovering the permit fees;
未能在發票日期起 30 天內繳納第 4 項所指的許可費用，但終止本許可合約後，MACA 仍然有權向申請人追討尚未履行的許可費用，申請人亦需要向 MACA 支付因追討許可費用而產生的行政、法律及其他費用；

(b) breaches of any other Clause of this permit agreement and failure to rectify within 7 days after being requested in writing by MACA;
違反本許可合約任何其他條款以及未能在 MACA 發出違例通知書的 7 天內糾正；

(c) being a corporation, is not forced or voluntarily goes into liquidation due to a merger or reorganization, or the Applicant and creditors have mutually agreed to settle the debt, or if a “bankruptcy administrator” is appointed to take over all or part of the Applicant’s asset, or take similar action as a result of a debt, or becoming bankrupt, or insolvent; or
作為一個企業，非因合併或重組而進行無論是強制或自願清盤、或申請人與債權人互讓了結債務、或有—“破產管理人”被委任接管申請人之全部或任何部份資產、或因欠債、或成為破產、或無力償還債務結果而採取或發生相似之行動；或者

(d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.
作為一個個體，倘若採取任何破產的行為或與債權人共同訂立方案。

9. DEFINITIONS 定義

In this permit agreement: 在本許可合約中：

A Permit refers to a license, this permit allows the Applicant to perform the relevant musical works live or with background music publicly within MACA’s repertoire and in accordance with the conditions stated herein.

許可 是指使用音樂的許可證明，該許可證明允許申請人在 MACA 的曲目範圍內及根據本文所述的條件下，在特定範圍內的公開場合以現場表演或連同背景音樂的方式演出有關音樂作品。

Duration of the permit agreement is the specified period on the Invoice in accordance with Clause 2 of this permit agreement.

許可期限 是指根據本許可合約第二項條款發票指定的期限。

Permitted Area refers to the performance of musical works within MACA’s repertoire at the location specified on the invoice.

許可範圍 是指在發票指定的場所範圍內使用 MACA 管理的曲目。

Works within MACA’s repertoire refers to all musical works managed by MACA in Macau, including [but not limited to] musical works managed by Collective Management Organizations that have signed reciprocal agreements with MACA and registered in Macao Economic Bureau, and the musical works in the song query system provided on the official website of MACA <http://www.maca.org.mo/cn/index.php>

MACA 的曲目範圍 是指在澳門由 MACA 所管理的所有音樂作品，當中尤其包括（但不限於）在澳門經料局中已登記的與 MACA 存有互惠協議的集體管理組織之會員的音樂作品，以及在 MACA 官方網站 <http://www.maca.org.mo/cn/index.php> 所提供的歌曲查詢系統中所記錄的音樂作品。

Invoice refers to the payment notice issued by MACA in response to the Applicant’s consent to the application to enter into the permit agreement.

發票 是指 MACA 因同意申請人向其發出的訂立許可合約之申請而發出的繳付許可費用的付款通知書。

10. RIGHT OF ENTRY 考察之權利

10.1 MACA staff have the right of full entry in the Event for inspection at any time during the performance.
MACA 工作人員有權於活動期間隨時進場進行考察。

10.2 Applicants are required to submit no less than two complimentary tickets of the events for MACA’s inspection. If the Applicant fails to provide complimentary tickets, MACA reserves the right to charge the Applicant for the ticket purchased and all costs incurred.

申請人須提交不少於兩張門卷以供 MACA 進行考察。如申請人未有提交門卷，MACA 保留向申請人收取購買門卷以及所衍生之所有費用之權利。

PERMIT AGREEMENT 許可合約

1. SCOPE OF THE PERMIT AGREEMENT 許可合約範圍

1.1 Subject to the terms contained herein, MACA grants the Applicant (including the event’s owner, organizer, designated representative listed on the application form) a permit agreement (including all or part of the text related) to perform publicly (included but not limited to concerts, musical performances, exhibitions, art shows, carnivals, or shopping mall events) for a specific period and in a specific venue which permits the Applicant to authorize the use of musical works managed by MACA (hereinafter referred to as “Works within MACA’s repertoire”.

根據本許可合約所包含的條款，MACA 授予申請人包括申請表上列明的活動負責人、主辦方、指定的代表）於特定期間及特定場所內公開表演（例如演唱會、音樂會、展覽活動、藝術節目、嘉年華會或商場活動等）的許可證明（包括全部或部份與其相關的文本內容），該許可證明允許申請人使用由 MACA 管理的曲目（以下簡稱為“MACA 的曲目”）。

1.2 The permit agreement granted in Clause 1.1 does not include: 本許可合約內的第 1.1 項條款不包括：

(a) The transmission or the public reception of any performance beyond the precincts of the applicant’s named venue for the event;

在申請人於申請表中申請使用音樂之活動場所以外的地方進行的任何表演的信號傳輸或公開播放；

(b) Performance of any musical work with new or adapted lyrics that are not within the scope of MACA’s repertoire or any lyrics which have been notified by MACA as prohibited; or
表演中包含了全新或改編的歌詞，且不屬 MACA 曲目範圍內，或已被告知為 MACA 所禁止的任何歌詞；

(c) Any rights not expressly granted in this permit agreement.

未在本許可合約中明確規定的任何其他權利。

2. DURATION OF THE PERMIT AGREEMENT 許可合約之期限

Unless otherwise specified, Applicants are allowed to perform MACA’s repertoire within the date of the event listed on the invoice.

除特別註明外，申請人獲准許表演屬 MACA 曲目的期限是發票上所列明的活動日期。

3. PAYMENT OF PERMIT FEES 繳付許可費用

3.1 MACA reserves the right to issue invoices before or after the event date during which the music is authorized to play.

MACA 有權於獲許可演奏音樂的期間前或後發出發票。

3.2 The Applicant must pay the permit fee shown on the invoice within the payment due date.

申請人必須在付款到期日內支付發票上顯示的許可費用。

4. CALCULATION OF PERMIT FEE 許可費用計算詳情

4.1 MACA will evaluate the amount due by the Applicant in reference of the information declared by the Applicant in the application form and according to the permit fee that has been determined for the event.

MACA 將參考申請人在申請表中聲明的資料，並按照已釐定適用於該活動的收費表來決定申請人應付的款項。

4.2 The determined permit fee is the calculation based on standard tariff provided by MACA for the type of event to be applied for and the Applicant has read and understood the calculation method and amount. 定出許可費用的標準為根據 MACA 提供的適用於擬申請的活動類型的許可標準收費表所定出的計算標準，而申請人已閱讀並明白有關計算方式及金額。

4.3 The permit fee payable by the Applicant is the total amount listed on the relevant invoice issued by MACA.

申請人應支付的許可費用為 MACA 開立的相關發票上列出的總金額。

4.4 If the actual data collected by MACA is not consistent with the information declared by the Applicant, MACA has the right to adjust the relevant amount payable according to the actual collected data, and has the right to issue invoice and collect from the Applicant the difference between the relevant amounts.

如 MACA 實際收集到的資料與申請人所聲明的資料不符，MACA 有權按其實際收集的資料調整有關款項，及有權向申請人發出相關款項差額的發票及收取相關款項。

4.5 MACA reserves the rights for final decision regarding the calculation and the amount of the permit fee.

MACA 保留有關許可費用的計算方式和金額的最終決定權。

4.6 If the Applicant fails to settle the permit fee stated in the permit agreement after the reminder from MACA; and legal proceedings occurred as a result, the Applicant needs to pay MACA the outstanding permit fees as well as the administrative, legal and other costs incurred in recovering the permit fees.

如申請人經 MACA 提醒後仍然不履行發票所載的許可費用，並且因而產生法律訴訟，申請人需要向 MACA 支付尚未支付的許可費用以及因追討許可費用而產生的行政、法律及其他費用。

5. SUPPLY OF INFORMATION 資料提供

5.1 If there is any change in the content of the application form, the Applicant has to inform MACA in written notice of the details within 7 days from the change.

如申請表內容有任何變更，申請人必須在變更起 7 天內以書面形式通知 MACA 變更之詳情。

5.2 Applicants must, within 14 days after the event, provide a NOTIFICATION OF LIVE PERFORMANCE of the event in accordance with MACA’s requirements, and report the following information on the music used in the event: including the name of the music work, original singer, lyricist, composer and music publisher. If the event generates economic benefits (such as ticket sales), the applicant must submit the Information Revert For Event within 30 days after the event.
申請人必須於活動結束後 14 天內，根據 MACA 的要求，以表格形式提供該活動的現場演出作品通告，報告活動中使用的音樂的如下資料：包括音樂作品名稱、原唱者、填詞人、作曲家、音樂出版社等資料；若活動產生經濟收益（例如售賣門票）申請人須於活動結束後 30 天內提交活動實際財務報表。

6. PAYMENT OF PERMIT FEES 繳付許可費

6.1 The Applicant has to settle the amount payable calculated in accordance with Clause 4 within 30 days from the date of MACA’s invoice.

申請人必須在發票日期起 30 天內繳納根據第 4 項條款之應繳金額。

Music Public Performance License Application - One-Off Musical Event

音樂播放許可申請表 短期活動

Please complete the relevant section(s), sign, chop and return to MACA:
請填寫以下相應的部份並簽署, 蓋章及交回MACA:

▼ **By Post 郵寄:**

Alameda Dr Carlos d' Assumpção No. 258, Praça Kin Heng Long C10, Macau;
澳門宋玉生廣場258號建興龍廣場10樓C座

▼ **By Email 電郵:**

licensing@maca.org.mo

▼ **By Fax 傳真:**

(853) 2888 2597

The permit license as applied for shall be granted and an agreement deemed to have been made upon the acceptance and execution of this application by MACA. MACA may refuse to accept the application where information contained in this application form is inaccurate or incomplete.
本會保留此申請的最終決定權, 並有權因資料不全或不實而退回申請。

I/We apply for a permit license from MACA which, subject to the terms as set out on this page and overleaf, for authorising the performance in public musical works within MACA's repertoire, in the venue / event and by the means and method(s) as described below.

本人/本機構根據本頁及背頁的條款向MACA申請授權本人/本機構於以下描述之場所/活動使用MACA管理之曲目。

▼ Where multiple venues/events are covered under this application, a schedule must be attached providing the relevant details of each venue/event.

▼ 如有多於一個場所/活動, 必須以附件形式提交相關額外場所/活動資料。

1. PARTICULARS OF PERMIT LICENSE HOLDER 持證人資料

▼ **Name of Company/Institution 公司或機構名稱**

_____ (“Applicant” / “申請人”)

▼ **Address of Company/Institution 公司或機構地址**

▼ **Business/ Institution Registration Certification No. 商業或社團登記號碼**

2. CONTACT INFORMATION 聯絡人資料

▼ **Name (1) 聯絡人姓名(1)**

▼ **Position (1) 聯絡人職位(1)**

▼ **Contact No. (1) 聯絡人電話(1)**

▼ **Email Address (1) 電郵地址(1)**

▼ **Name (2) 聯絡人姓名(2)**

▼ **Position (2) 聯絡人職位(2)**

▼ **Contact No. (2) 聯絡人電話(2)**

▼ **Email Address (2) 電郵地址(2)**

3. PARTICULAR OF EVENT 活動詳情

▼ **Name of Event 活動名稱**

▼ **Date(s) of Event 舉辦日期**

▼ **Venue 舉行地點**

▼ **Booth Number (if applicable) 攤位編號 (如適用)**

▼ **Booth Size (Music Audible Area) (sq.ft.) 攤位面積(播放音樂之範圍)(平方尺)**

Opening or Closing Ceremony, Speech Days, Seminars, Sports Meets, Road Shows
開幕或閉幕典禮、演講會、研討會、運動日、路演

Concert
演唱會

Fan Meeting
粉絲見面會

Dance Parties, Disco Nights
舞會、的士高派對

Fireworks
煙花表演

Exhibitions, Trade Fair
展覽會、展銷活動

Bus/Tram Parade (No. of bus)
花車巡遊 _____ 部車

Fashion Shows
時裝表演

Film Premier
首映禮

Public Screening
電影公映

Musical Event
一般音樂活動

Variety Show
綜合表演

Student Activities held in School Campus
於校園內舉辦之學生活動

Talk Shows
訪談表演

BGM in Retail Shops, Department Stores & Other Common Area
在零售商舖、百貨商店及場所公共區域的音樂播放

Live Music Performance Minutes/Session Estimated No. of Attendance/Session

現場音樂演奏 _____ 分鐘/場 預計出席人數 _____ 人/場

Background Music (Mechanical Performance) Minutes / Session

背景音樂(機械性演奏) _____ 分鐘/場

Remark 補充說明

4. HOUSE RECEIPTS 門券

No 無

Aggregate Venue Hiring Charges (Including any charges for reimbursable and miscellaneous charges)
綜合場租 (包括其他雜項支出)

_____ (MOP 澳門幣)

Yes 有

Ticket Price 票價

_____ (MOP 澳門幣)

Full House Receipts Value 全場門券收入

_____ (MOP 澳門幣)

Normal Value, Complimentary and Discounted Ticket (Original Value) 贈券及優待券總面值 (原來價值)

_____ (MOP 澳門幣)

5. SIGNED AS AGREED 同意並簽署

I / our institution / our company has read and agreed to the terms and conditions stated in the overleaf permit agreement, the standard tariffs published on the MACA official website and all attachments.

我/本機構/本公司已閱讀並同意於背頁陳述的許可合約的條款、細則、公佈於MACA官方網站的許可標準收費表及一切的附件。

(Signature -- Please sign by the person with authority to represent the company or institution)
(簽名 -- 由具權限代表本公司或本機構之人士簽署)

(Company/ Institution Stamp)
(公司/機構印章)

(Print Full Name)
(正楷姓名)

(Date)
(日期)

INTERNAL USE ONLY

(Application Number)

(Tariff Type)

(MACA Staff)