

FILMING AND PHOTOGRAPHY

RULES AND REGULATIONS

Purpose

The purpose of this rules and regulations (“**Rules and Regulations**”) is to ensure the processes is adhered aimed in ensuring safe and effective working of Filming and Photography Activities (as hereinafter defined) works within the MRT SBK Line stations.

Acronyms and Definitions

In this rules and guidelines, words and phrases shall have the meanings assigned to them in the Letter and the following words and phrases shall have the following meanings:

Application means the application form provided by MRT Corp that need to be filled in by the Licensee prior to the Filming and Photography Activities and submitted to MRT Corp

Filming & Photography Activities means the specific activities as proposed by the Licensee for a specific period of time

Letter of Acceptance (“LoA”) means the Letter of Acceptance issued by MRT Corp and accepted by the Licensee.

Licensee means an individual, group, firm or company responsible for the Filming and Photography Activities as appointed by MRT Corp pursuant to the LoA

Licensees Personnel means any officer, employee, agent, contractor, consultant or adviser, any cast, crew, volunteers or other individuals of Licensee

Licensed Area means the specific area that is given to the Licensee to organise the Filming and Photography Activities in accordance with the LoA

License Fee means the rental rates of the Licensed Area to organise the Filming and Photography Activities which is to be paid before the commencement of Filming and Photography Activities as specified in the LoA.

License Period means the dates or duration selected for the Filming and Photography Activities

MRT Corp: means Mass Rapid Transit Corporation Sdn. Bhd.

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| MRT SBK Line | means Projek Mass Rapid Transit Lembah Kelang: Jajaran Sungai Buloh – Kajang. |
| Operation Hours | means the hours for train services will be from 6.00am to 12.00am hours daily. |
| Operator | means the Operator appointed by MRT Corp' SBK Line which is Rapid Rail Sdn. Bhd. |
| Security Deposit | means fifty percent (50%) from the total License Fee as security for the due performance and observance of the undertakings, covenants, conditions, stipulations and agreement contained in this Rules and Regulations and the LoA. |

1. Proposed Activity Application Requirements.

- 1.1 The proposed location (including details of the specific areas) and the dates and times for the proposed Filming and Photography Activities must be detailed out in the Application. The Licensee will not be granted access or use other than the activities at the Licensed Area as approved by MRT Corp.
- 1.2 Prior to MRT Corp agreeing to approve the access to the Licensed Area, the Licensee must provide MRT Corp with a proposal stating all the relevant information includes the following:
 - a. objective;
 - b. proposed date, time and duration including the days for preparation and removal of the property;
 - c. brief / synopsis / storyboard of the proposed Filming and Photography Activities
 - d. information of the personnel, crew and talent involved;
 - e. the proposed location (including details of the specific areas);
 - f. proposed layout and the materials to be used;
 - g. use of power supplies and other requirements;
 - h. number of attendants working in the Filming and Photography Activities during the License Period; and
 - i. method statement for works that safety permits are required.

2. Operating hours and rental rate structure for Filming and Photography Activities

- 2.1 Rental rate denote Mondays through Thursdays
- 2.2 Rental rate for Weekends denote Friday to Sunday
- 2.3 MRT Corp offers three types of rental rate structure as follows:
 - a. Half Day Rate denote maximum 3 hours during off peak hours and weekends.
 - b. Daily Day Rate denote maximum 6 hours during off peak hours and weekends.
 - c. Night shoot denote from 7pm until 11pm
- 2.4 All rates are subject to change upon MRT Corp's discretion
- 2.5 The Licensee are allowed to select the duration as per the above stated rate structure.
- 2.6 If the Licensee wish to extend or have a longer License Period of the Filming and Photography Activities, the Licensee will need to state it in the Application.

3. Filming and Photography Activity Application Procedure

- 3.1 The Licensee is required to submit the Application together with the proposed plans, at least 30 days prior to the commencement of the Filming and Photography Activities.
- 3.2 Application for the Filming and Photography Activities shall be subject to approval on the merits of concept. MRT Corp and the Operator shall review the proposals to review the impact on the provision and operation of the Passenger Train Service.
- 3.3 Upon approval of Application, MRT Corp will issue the LoA to the Licensee for acceptance. The Licensee is required to submit the signed LoA to MRT Corp within three (3) business days of receiving the LoA.
- 3.4 Once MRT Corp received the signed the LoA, MRT Corp will issue the tax invoice to the Licensee within fourteen (14) days from the acceptance of the LoA.
- 3.5 The Licensee is required to pay the Licensed Fees of the Licensed Area inclusive of fifty percent (50%) Security Deposit from the Licensed Fees within 7 days upon receiving the tax invoice.
- 3.6 The Fees shall include Goods and Services Tax ("**GST**") pursuant to the Goods and Services Tax Act 2014, as may be currently imposed by the Government of Malaysia. The Licensee must be a duly licensed by and duly registered with the relevant authorities to collect GST from MRT Corp.
- 3.7 In the event the Licensee failed to pay the Licensed Fees and Security Deposit within the stipulated time, MRT Corp shall terminate the LoA and the Licensee shall remedy MRT Corp in accordance with the LoA.
- 3.8 Once payment have been made, the Licensee is required to apply for a valid permit from the Operator 14 days before the commencement date of the Filming and Photography

Activities and required to attend a safety induction held by the Operator at the Sungai Buloh depot. Failure to apply for permit may cause the Application to be void. It is compulsory for all the Licensee to attend the safety induction before entering the Licensed Area.

3.9 Once the Filming and Photography Activities are completed, the Operator will review to ensure no defects available at the Licensed Area. Should there be no defects to the Licensed Area, the security deposit will be returned to the Licensee within fourteen (14) days after the completion of the Filming and Photography Activities.

3.10 In the event defects are identified at the Licensed Area, MRT Corp will calculate the cost of defects and retain the security deposit paid by the Licensee. Total defect cost will be offset with the security deposit.

4. Work Permit Application Process.

4.1 The Licensee is required to submit an application to the Operator to apply for work permit ("**Work Permit**") within a minimum of 14 working days before the commence date of the Filming and Photography Activities and required to attend a safety briefing held by the Operator before access to the Licensed Area is granted.

- a. The Licensee and its Personnel will need to fill in the Work Permit form prepared by the Operator.
- b. The Licensee is required to provide the supporting documents i.e. Company Profile (Only for Licensee's contractor / sub-contractor), method of statement, engineering drawing, Schedule, Work Planning or Work, Manpower Identification, Power, Water and Waste management requirement
- c. Application and supporting documents will be reviewed by the Operator.
- d. Once application is approved, the Licensee is required to attend a safety / induction, which is conducted every Wednesday at MRT Sungai Buloh depot.
- e. For the safety induction attendance, the Licensee will be required to make payment of Ringgit Malaysia two hundred and twelve (RM 212), inclusive of GST. Payment to be done via Cheque to Rapid Rail Sdn Bhd
- f. Once completed, forms will be endorsed/stamped to indicate the Licensee have been inducted.
- g. Licensee will receive security pass (processing of security pass will be ready within 3 working days)
- h. For the security pass the Licensee will need to provide all its Personnel photocopy of their Identity Card / Passport upon submission (2 sets of passport sized photo (blue background))
- i. To commence the Filming and Photography Activities at the MRT station, the Licensee is required to bring the security pass and approved Work Permit, to be shared with the station manager upon commencement of Filming and Photography Activities.

5. Cancellation

5.1 In the event the Licensee needs to cancel the Filming and Photography Activities, please inform MRT Corp in writing 2 weeks prior to the proposed Filming and Photography Activities commencement day.

5.2 Filming and Photography Activities cancelled less than 14 days prior to event will be charged 20% of the Security Deposit.

6. Number of Personnel

6.1 The number of Personnel permitted at the Licensed Area shall be as stated in application form MRT Corp reserves the right at any time during the Licence Period to require the Licensee to reduce the number of Personnel permitted at the Licensed Area and the Licensee shall comply strictly with such requirements of MRT Corp and procure that the such number of Personnel are removed from the Licensed Area. The Personnel are not allowed to go beyond up to 2m from the Licensed Area to solicit for business.

7. Display and Setup

7.1. All the Filming and Photography Activities materials and setup should be placed within the requested Licensed Area. Any space exceeded will be considered as a breach and MRT Corp reserve the right to charge for the additional space used or terminate the LoA.

7.2. Display and set up should be confined to the Licensed Area and not obstructing the view to station, shop, information signs, the view of any CCTV cameras and fire protection system.

7.3. Post Filming and Photography Activities day, all display materials shall be kept properly at the Licensee own risk.

8. Combustible and Flammable Materials

8.1. Not to use combustible materials in the fixtures and fittings if the Licensed Area is located within the station unless such materials are fire-rated and approved by the MRT Corp and the relevant competent authority.

9. Submission of Plans

9.1. The Licensee shall submit detailed plans for the Operator and MRT Corp's approval at a minimum of thirty days (30 days) prior to the Filming and Photography Activities.

9.2. The Licensee shall submit a written and detailed description of:-

(a) the furniture, equipment, goods, articles or chattels and materials used which the Licensee proposes to place in or within the Licensed Area;

(b) drawings of (including dimensions in metres) and/or a plan showing the layout of, the various temporary structures and installations which the Licensee proposes to erect in or within the Licensed Area; and

(c) the extent of, any and all works which the Licensee proposes to undertake, including particulars of workmen, equipment and machinery intended to be brought on site.

9.3 The Licensee shall inform and seek MRT Corp's prior written approval to any changes in the Filming and Photography Activities and installation of any materials or displays not reflected in the layout plans approved by the MRT Corp.

9.4. The Licensee shall be responsible for obtaining all relevant permits, licenses and/or approvals from the relevant which may be required to carry out any of the activities contemplated herein including without limitation, carrying out the Fitting Out Works (as hereinafter defined) and operating the Filming and Photography Activities. Copies of these permits, licenses and approvals must be submitted to the MRT Corp at fourteen (14) days prior to the Filming and Photography Activities.

9.5 The Licensee shall defend and indemnify the MRT Corp against any claims for or on account of infringements of any copyright or other intellectual property rights.

9.6 The Licensee shall comply with, and shall not contravene or commit any offences under any and all relevant laws, regulations, rules, guidelines and directives by any competent authority relating to the employment or use of employees, workers, helpers and any such other persons at the Licensed Premises.

9.7 The Licensee shall defend and indemnify the MRT Corp against any claims, proceedings or penalties levied or brought against the MRT Corp and/or any of its employees, directors or officers which are in connection with or arising from any contravention of such relevant laws, regulations, rules, guidelines and directives.

10. Fitting Out Works

10.1. The setting up of any staging, marquees, booths, backdrops, lighting fixtures, audio systems, equipment, machinery, furniture, goods, articles, chattels or any other ancillary equipment of any description brought to the Licensed Area by the Licensee or its Personnel must be clearly stated in the method statement to be shared to the Operator at least two (2) week prior to the Filming and Photography Activities.

10.2. Upon obtaining the approval of the MRT Corp, the Licensee shall, at its own cost and expense, carry out and complete the fitting out works ("Fitting Out Works") in a manner conforming strictly with the documents as duly approved by the MRT Corp.

10.3 In carrying out the Fitting Out Works, the third party Licensee shall:-

(a) secure all approvals, licenses, certificates or permits ("relevant consents") which are required to be obtained or maintained in connection with the Fitting Out Works;

(b) provide adequate protection to the existing structures of the station. The base of the structures must be padded so as to prevent scratching, staining or damage to the floors;

(c) ensure that the Fitting Out Works are carried out in compliance with any applicable rules and regulations as may be issued by the MRT Corp or the Operator from time to time;

(d) ensure that the Fitting Out Works are carried out in compliance with all relevant laws and regulations, all requirements of any relevant authorities and all terms and conditions of any relevant consents;

(e) ensure that the Fitting Out Works do not cause any harm or damage to any person or to any property of the MRT Corp or of any other person and do not cause any interference with or disturbance to the use or operation of the station or the users or occupiers thereof;

(f) ensure that the Fitting Out Works are consistent with acceptable construction and other relevant practices (including those relating to safety); and

(g) ensure that the Fitting Out Works are expeditiously completed.

10.4. If the Licensed Area is within the concourse of the station, the Licensee is permitted to carry out the Fitting Out Works only between the hours of 10.00 pm until 12.00 am. If the fitting out works involves heavy works and machinery, Licensee will only be permitted during the engineering hours from 1.00am until 4.00am.

10.5. Upon the completion of the Fitting-Out Works, the Licensee shall, at its own cost and expense: -

(a) remove all waste and debris from the station; and

(b) make good any damage to the Licensed Area or the station caused by the Licensee and its Personnel arising from the Fitting Out Works.

10.6. Any equipment, object or thing which may, in the opinion of the MRT Corp deface or damage any property of the MRT Corp, shall not be used in the Licensed Area.

10.7. All displays, fixtures & fittings for the Filming and Photography Activities are to be pre-fabricated and ready for installation.

10.8. Unsightly running of wires across the common area is strictly prohibited. All cables and wires must be neatly taped to the floor and preferably concealed by carpeting.

10.9. The Licensee is required to place floor covering over the entire Licensed Area using approved non-combustible materials.

11. Yielding-Up/Dismantling

11.1. The Licensee shall be fully responsible for dismantling all fixtures and fittings without damage to the Licensed Area or to the station to the satisfaction of the MRT Corp. This shall be undertaken immediately after the Filming and Photography Activities is completed.

11.2. In the event of the Licensee's failure to comply with the above item 11.1 MRT Corp shall be entitled to be authorized by the Licensee to demolish, remove and/or otherwise dispose of all of the Licensee's installations, situated in or within the Licensed Area or in any manner which the MRT Corp deems fit and restore and reinstate the Licensed Area to its original state. All costs and expenses incurred by the MRT Corp in effecting such demolition, removal, disposal and/or works shall be due and payable by the Licensee to the MRT Corp.

12. Relocation or Non-Provision of Licensed Area

12.1 The MRT Corp reserves the right to relocate the Filming and Photography Activities Licensee at any time, to other available Licensed Area in and around the station before or during the Filming and Photography Activities.

12.2 In the event that the Licensee relocates at MRT Corp's request, MRT Corp may adjust the amount of Licence Fee payable. However, all costs and expenses incurred in connection with such relocation are to be borne by the Licensee.

13. Use of Licensed Area

13.1. All fixtures and fittings, display structures and activities must be confined within the Licensed Area. The display and layout must not be too congested or obstruct the movement of commuters around the Licensed Area.

13.2. all free standing displays, panels, filming and photography equipment, fittings, screens and backdrops shall not obstruct the visibility of any of the existing tenants' signage, displays, entrances, exits, advertisements, etc.

13.3. Attention must be paid to the aesthetic appeal of the displays and fittings used at the Licensed Area.

13.4. All audiovisual equipment used is subject to the MRT Corp's prior approval. The MRT Corp reserves the right to reject the use of audiovisuals if the material proposed is deemed to be unsuitable. The sound level of all audio equipment used in connection with the Filming and Photography Activities is subject to the MRT Corp and the Operator's monitoring and must be kept less than 60 decibel at the paid area and 80 decibels at the unpaid area.

13.5. Advertisements, signs, banners and placards of whatever nature, including parking and directional signs are not permitted in the Licensed Area without the approval and prior written consent from MRT Corp or any other relevant authority. MRT Corp reserves the right to remove at any time any sign placed within the Licensed Area with or without such approval. The Licensee shall indemnify MRT Corp for all costs or expenses incurred in the storage and removal of the same.

13.6. Should the Licensee fail to remove or change all unauthorized displays, activities, structures within the time specified, MRT Corp shall have the right to remove or change any such unauthorized displays, activities, structures without further reference to the Licensee and such removed items shall be returned to the Licensee after the completion of the Filming and Photography Activities. All costs incurred by MRT Corp in connection with the storage or such removal shall be borne by the Licensee. MRT Corp shall not be responsible for any loss or damage of the goods/items in the course of such removal or storage.

13.7. All Licensee's Personnel in attendance shall be on their best behaviour at all times and be suitably attired. Overall organization of the Filming and Photography Activities must be conducted in a professional manner so as not to give cause for complaints and to ensure the image of the MRT Corp is not compromised.

14. Fire Safety Precautions

14.1 Fire extinguishers are required to be provided as per the guidelines or regulations from the Fire Safety Bureau of the Operator and MRT Corp.

15. Security

15.1 The Licensee shall engage an appropriate number of security personnel and the particulars of the appointed security company must be submitted for the MRT Corp and the Operator's approval in the submission of Work Permit to the Operator.

15.2 MRT Corp shall not be held liable for the security of the Filming and Photography Space before, during & after the Filming and Photography Activities.

16. Crowd Control

16.1 The Licensee is required to ensure proper crowd control during the Filming and Photography Activities.

17. Waste Management

17.2 The Licensee shall keep the Licensed Area clean and free of litter and any debris at all times to the satisfaction of the MRT Corp. In that respect, the Licensee shall provide adequate dustbins, arrange for frequent garbage disposal and cleaning of the Licensed Area at its own cost and expense.

17.2 All empty boxes and rubbish etc are to be cleared from the Licensed Area daily and removed or disposed off accordingly.

17.3 The Operator may imposed charges for waste management.

18. Power Supply

18.1 The Licensee shall be required to state the power supply requirement in the Work Permit application to be given to the Operator as it will be charged a separate fee by the Operator.

18.2 The Licensee shall not be permitted to tap electricity from any of the electrical switch rooms, distribution boards, power points or other electrical distribution outlets located at or around the Station premises;

19. Water Supply

19.1 The Licensee shall be required to state water supply requirement in the Work Permit application to be given to the Operator as it will be charged a separate fee by the Operator.

20. Telecommunication

20.1 No telecommunication lines are provided by the MRT Corp unless otherwise agreed in writing by the MRT Corp.

21. First Aid

21.1 The Licensee shall set up its own first aid area within the Licensed Area.

22. Logistics

22.1 The Licensee shall be responsible for:

- a. the proper use and supervision on the use of the Licensed Area including the orderly and safe admission and departure of persons to and from the Licensed Area and the prompt, orderly and safe clearance of the Licensed Area in case of emergency or upon the request of MRT Corp;
- b. all matters of safety in the Licensed Area and the preservation of good order and decency;
- c. ensuring that all Personnel remain within the boundaries of the area of the designated Licensed Area and behave in a responsible manner;
- d. ensuring that all circulation passages within the Licensed Area are maintained and that there is no obstruction of any corridor, path or roadway giving access to or from the Licensed Area and that there is no interference with the commuter traffic flow to or from the Licensed Area during the whole time the Licensed Area is in use.

23. Publicity and Promotional Materials

23.2. The Licensee shall not sell, give, take, provide, propagate or promote in any way any items, programmes or beliefs, religious or otherwise, in the Licensed Area except with the prior consent of the MRT Corp and subject to such additional conditions as the MRT Corp may impose.

25. Particulars of Person-In-Charge

25.1 The Licensee shall designate and provide the name and contact details of the Person-In-Charge whom shall be contactable at all times throughout the Filming and Photography Activities in the format prescribed by the MRT Corp.

26. Change in trade activities/ subletting

26.1. Subletting is strictly prohibited unless with the approval of the MRT Corp. Any request will have to be submitted to the MRT Corp in writing at least one (1) week in advance with the submission of Licensee's name, trade description and duration.

27. Touting

27.1 The Licensee shall ensure and procure that all of its Personnel Licensee assigned to the Licensed Area in the course of their duties must remain within the Licensed Area. Touting by any of the Licensee Personnel are strictly prohibited. In the event, that any of the Licensee Personnel breaches the Standing Boundary and/or the no touting obligations stated above, the MRT Corp shall be entitled to exercise any termination or cancellation.

28. Items Left Unattended

28.1 The Licensee shall ensure that no items are left unattended at the Licensed Area during the non-Operating Hours.

29. Insurances

29.1 The Licensee shall maintain a Public Liability Insurance coverage at limits normally required for Filming and Photography Activities

29.1 Comprehensive public liability insurance including products liability on an occurrence basis covering all operations and maintenance activities of the Licensee against third party bodily injury, death, loss or damage to property for a minimum limit for any one occurrence throughout the period of insurance and in respect of products liability.

29.2 Breakdown of the Public Liability Insurance are as follows:

- a. Filming - Ringgit Malaysia Five Million (RM5 million)
- b. Photography - Ringgit Malaysia Five Million (RM5 million)

30 Termination of the Letter of Acceptance

30.1 Failure by the Licensee to comply with any provision in the LoA, the Application or the terms in this Rules and Regulations MRT Corp shall entitle to immediately terminate the LoA in which case the Licensee's rights to access and or utilise MRT Corp's Licensed Area are immediately withdrawn.

30.2 In the event that the LoA is terminated in accordance with this paragraph MRT Corp will not be responsible for or liable to pay the Licensee's Personnel any compensation, damages, losses or any other amount whatsoever.

31. Prohibited Actions

31.1 In line with MRT Corp's commitment to safety and health policy, any activity undertaken must not contain elements of:

- a. Use or possession of alcohol or drugs
- b. Animals and Pets
- c. Smoking inside a train or on any area where smoking is prohibited
- d. Indecent, abusive, insulting or threatening language or gestures
- e. Dangerous acts or acts likely to cause a nuisance
- f. Vandalism, destruction of property or graffiti
- g. Encouraging fare evasion
- h. Faulty ticket machines or related equipment
- i. Gambling
- j. The unauthorised operation of a musical instrument, radio or sound emitting device unless the sound is contained by headphones
- k. Littering
- l. Riding a bike, scooter, skate board, in-line skates or similar device
- m. Placing items on the tracks and crossing tracks at unauthorised locations
- n. Travelling or attempting to travel on the exterior of a vehicle

31.2 The Licensee must ensure that the Filming and Photography Activities organized must NOT

- a. Cause offence to public, cultural, political parties, Government authorities sensitivities
- b. Ensure no obstruction of traffic flow and adhere to safety requirements.
- c. The sale, distribution and/or display of pirated, anti-racial and/or pornographic products or materials are strictly prohibited.
- d. Wet food or cooking facilities, preparation of food and washing activities are not allowed at all stations.
- e. Only pre-packed/ pre-cooked food obtained from license sources are allowed to be sold. Sale of home cooked food is strictly not permitted.
- f. Food and drink in display should be in proper showcases and properly covered only targeting passengers leaving the station. Only dry sampling allowed after the automated fare collection gate.
- g. Filming and Photography set up material and sale of combustible/ inflammable materials are strictly not permitted.
- h. Offend or discriminate against any race, gender and religion are now allowed.
- i. Contain messages or images relating to public controversy and sensitivity
- j. Display image or messages adversely affecting the interest and image of MRT Corp and resembles MRT Corp logos and/ signage.
- k. Use graphics, wordings or pictures that are offensive to MRT Corp
- l. Sound decibel must be below 60 decibel for paid area (after the automated fare collection gate) and below 80 decibel for unpaid area (which includes link bridges, entrances and areas before the automated fare collection gate)
- m. Helium balloons are not allowed in the station
- n. No permanent fixtures are allowed at the Licensed Area.
- o. To keep all items and activities within the designated area, within 1 – 2 meters perimeter
- p. To ensure Licensed Area are tidy and clean and remove all stains post Filming and Photography Activities
- q. Licensed Area shouldn't be left unattended at all times.

- r. Mascots or distributors wearing costumes to ensure face is not covered and no headgears are allowed.

32. Compliance

32.1 The Licensee shall ensure to adhere to the following at all time:

- a. all the terms as set forth in this Rules and Regulations and as may be amended from time to time by MRT Corp; and
- b. all the Rules and Regulations imposed from time to time by MRT Corp and the Operator.

32.2 Failure of such, MRT Corp may cancel the Application and/or terminate the LoA.