

**EXPRESS RAIL LINK SDN BHD  
FILMING AND PHOTOGRAPHY AT  
KLIA EKSPRES/KLIA TRANSIT, KL CITY AIR TERMINAL AND  
OTHER STATIONS**

---

**TERMS & CONDITIONS**

**1.0 KLIA EKSPRES/KLIA TRANSIT AND THE STATIONS**

1.1 Express Rail Link Sdn Bhd (ERLSB) is the Company that manages KLIA Ekspres/KLIA Transit and all five Stations [Bandar Tasik Selatan, Putrajaya & Cyberjaya, and Salak Tinggi, including the Kuala Lumpur City Air Terminal (KL CAT)]. The KLIA Ekspres/KLIA Transit together with KL CAT is the main gateway for international and domestic travel by air to and from KLIA.

ERLSB's core business is to serve the travelling public to and from KLIA. Its secondary purpose is to serve the communities along the track alignment, through Bandar Tasik Selatan, Putrajaya & Cyberjaya, and Salak Tinggi stations.

1.2 However, at times there are requests to use the futuristic, aesthetically unique city air terminal, stations and/or trains for the purpose of filming/photography, commercials or otherwise. ERLSB has established general terms and conditions in this document to ensure that the core and secondary businesses are not affected in any way when such activities are in progress. Companies or persons (The Company) while filming/photography on/of the KLIA Ekspres/KLIA Transit and/or the Stations shall abide by the terms and conditions set forth.

**2.0 RULES AND REGULATIONS**

2.1 The Company is not permitted to include in the filming/photography any content that is prohibited by or would amount to violation or infringement of any laws, regulations or orders or requirement of any relevant authority (whether or not having any force of law) and/or any third party's (s) patents, copyright, other intellectual property rights or other rights (whether or not registered), pending registration or unregistered, cause annoyance, embarrassment, public interest or which may be defamatory, obscene, menacing, offensive or racially or ethnically objectionable.

2.2 The Company shall follow the instructions at all times, if any, given by ERLSB's representative in matters pertaining to the operations, safety and security of the Stations and the KLIA Ekspres/KLIA Transit. In the absence of any specific instructions, the Company is to ensure that the filming does not interfere, obstruct, endanger or otherwise unduly inconvenience the public and passengers using the KLIA Ekspres/KLIA Transit and the Stations. The

- 2.3 The Company shall ensure that its staff/talents are properly attired at all times during the filming.
- 2.4 The Company shall provide its own trolleys for the carriage its equipment used during filming at the Stations. However, trolleys are not allowed on-board the trains.
- 2.5 The Company may use electrical power points, which are the standard 3-pin 13 amps 240 volts socket, available at the Stations for their equipment.
- 2.6 The use of such electrical power points is on-site availability basis only. ERLSB does not guarantee the availability of such power points. Portable generators are not allowed inside any of the Stations or onboard the KLIA Ekspres/KLIA Transit.
- 2.6 The Company shall indemnify ERLSB fully against any claim, liability or loss in respect of personal injury or the death of any person or the loss of or damage to any property (including property of ERLSB) arising out of or in connection with the filming.
- 2.7 The Company shall be fully responsible for any theft, loss or damage of equipment or property belonging to the Company whilst on ERLSB's premises, and shall not make any claims whatsoever against ERLSB and/or its employees.
- 2.8 The Company shall be liable for any loss or damages caused to any of ERLSB's installations, fittings, its properties or for any property under ERLSB's possession, control, care and custody or of any third party's property in relation to the filming.
- 2.9 ERLSB reserves the right to stop or cancel the filming at any time without prior notice to the Company in the interest of the operations, safety and security of the Stations and that of KLIA Ekspres/KLIA Transit. Where such filming is stopped or cancelled, the Company shall not make any claims against ERLSB and/or its employees for any loss or damages, direct/indirect or consequential, save for the refund of the payment made to ERLSB for the filming. Where the Company has been deemed by ERLSB to be in breach of Clause 2.2, no refund whatsoever shall be made.
- 2.10 The Company shall provide ERLSB with one copy in VCD/DVD format of the finished project ("the Video Copy") which involves the filming (for still photography, a softcopy version of the photographs or finished project if applicable or a copy of the publication(s) in which it appears will be required instead). The copyright of the item will remain with the Company, and ERLSB undertakes not to use it publicly without the prior written consent of the Company.

### **3.0 SECURITY PASSES AND PARKING**

- 3.1 The Company shall obtain security passes for all its personnel and shall ensure that its staff/talents wear the security passes at all times. The Company's representative shall on the day of filming approach the ERLSB Station Supervisor to exchange his/her driving license for all the security passes for the duration of the filming. A penalty of RM100.00 shall be charged for any lost/damaged security pass.
- 3.2 The Company will be provided with a maximum of three reserved parking bays for the duration of the filming only for vehicles carrying equipment used for the filming. These reserved parking bays are strictly not for passenger vehicles. The Company is responsible for ensuring that the vehicles are parked in areas designated by ERLSB's security staff. Additional bays (strictly for equipment vehicles only) are chargeable at RM25.00 per day. Only vehicles with registration numbers listed in "FR1 Form" will be allowed to park in the reserved bays.
- 3.3 Where ERLSB deems necessary to position additional security staff specifically to manage the filming, additional charges will be levied and borne by the Company at an hourly rate of RM20.00 per person.

### **4.0 DOCUMENTS**

- 4.1 **The Company shall furnish the following documents to Express Rail Link Sdn Bhd for approval of the Filming:**
  - a. A copy of the approval letter from the Ministry of Home Affairs – Film Censorship Unit, Malaysia. This requirement is necessary for any foreign Company, which shall include a local sponsor to support their application for filming.
  - b. A list of the Company's personnel involved in the filming at the respective locations and their particulars (name and identity card/passport number).
  - c. Public Liability Insurance Cover Note to cover claims for personal injury or death or loss or damage to property, by passengers, the public, authorities and any other third parties in the event of any mishap during the filming.
  - d. The storyboard/script/synopsis of the filming
  - e. Completed "FR1 Form"

## 5.0 DEADLINE FOR BOOKING

- 5.1 All bookings (meaning submission of complete documents) must be made at least **5 working days** prior to the scheduled filming.
- 5.2 Bookings made less than the stipulated time will be subject to a premium rate (Filming is still subject to approval).
- a. **50% (1.5x normal rate) premium** will be imposed if the booking is made less than 5 working days prior;
  - b. **100% (2x normal rate) premium** will be imposed if the booking is made less than 2 working days prior, superceding Clause 5.2a.

## 6.0 RATES

- 6.1 Rates at the Stations and onboard the KLIA Ekspres/KLIA Transit are as follows:

<b>Area</b>	<b>Rate</b>
Public area (Non-Paid Area)	RM400.00 per hour, or part thereof
Paid Area including platform (but not onboard the train)	RM600.00 per hour, or part thereof
Onboard scheduled operations train	RM600.00 per hour, or part thereof ( <b>excluding train fare</b> for the Company's staff/talents)
Train fare	Normal fare, to be purchased at the Ticket Counter
Track possession	To be negotiated
Chartered train	*RM10,000.00 (per way) *RM20,000.00 (8 hours) or RM3,000.00 per hour – stagnant position / non movement *subject to train availability

- 6.2 Where the filming takes place over two areas with different rates within the same hour, the higher of the rates shall apply.

## 7.0 SECURITY DEPOSIT & VIDEO COPY DEPOSIT

- 7.1 The Company shall pay ERLSB a security deposit of RM5,000.00 (Please see Clause 8.0). This security deposit will be used to pay for any rates and charges incurred, e.g. should the Company exceed the stipulated time or cause damage to any of ERLSB's installation, fittings, its properties or to any property under ERLSB's possession, control, care and custody or to any third party's property in relation to the filming.
- 7.2 If the filming exceeds the stipulated time, the additional time will be charged at the hourly rate similar to the original booking, and the amount deducted from the security deposit. Should the amount for the additional time exceed the security deposit, the Company is liable to pay for the difference.
- 7.3 If the Company causes any damage, an assessment of damages would be made by the ERLSB technical team, and the amount deducted from the security deposit. Should the amount of the assessed damages exceed the security deposit, the Company is liable to pay for the difference.
- 7.4 The balance of the security deposit will be returned to the Company when the Company submits the "FR1 Form" that has been duly verified by ERLSB's Customer Service Manager on-site.
- 7.5 The Company shall also pay ERLSB a video copy deposit of RM250.00. If the Company does not provide ERLSB with one copy within six (6) months of the filming date, the RM250.00 deposit will be forfeited without any prior or further reference to the Company.

## 8.0 PAYMENT

- 8.1 The Company shall make all payments to ERLSB at least 5 working days before the filming, failing which the filming cannot commence.
- 8.2 The Company shall make payment by the following means:

	Min. 5 Working Days Prior	Less than 5 Working Days Prior
Filming Rate & Video Copy Deposit	<ol style="list-style-type: none"><li>1. Cash</li><li>2. Banker's Cheque</li><li>3. Company Cheque</li><li>4. Bank-in Slip (cash &amp; cheque)</li></ol>	<ol style="list-style-type: none"><li>1. Cash</li><li>2. Banker's Cheque</li><li>3. Bank-in Slip (cash only)</li></ol>
Security Deposit	<ol style="list-style-type: none"><li>1. Cash</li><li>2. Banker's Cheque</li></ol>	This is to facilitate immediate refund to the Company, as this will not be banked-in by ERLSB

8.3 All cheques are to be made payable to:-

**“Express Rail Link Sdn Bhd”** and delivered to  
Marketing & Sales Management Office  
2<sup>nd</sup> Floor KL CAT  
KL Sentral Station  
between 9:00am and 5:00pm, Mondays to Fridays

Or, to be banked into any CIMB Bank Bhd to Express Rail Link’s account number **14190050577058** and fax the remittance slip to (03) 2267 8918. An official receipt will be issued by ERLSB for all payments.

## **9.0 CANCELLATION**

In the event the Company cancels the filming, ERLSB will impose a cancellation fee of 25% of the total amount paid (excluding the deposits) and refund the balance, if advised in writing not less than 24 hours prior to the booking time and date of the filming. A cancellation fee of 100% of the total amount paid (excluding the deposits) will be imposed for any cancellation of the filming less than 24 hours prior to the booking time and date.

## **10.0 POSTPONEMENT**

In the event of any postponement by the Company, ERLSB will consider the request for postponement only if it is advised in writing not less than 24 hours prior to the booking time and date of the filming. Any postponement of the filming less than 24 hours prior to the booking time and date shall be considered as cancelled and is subject to Clause 9. Where it has been deemed to be cancelled, the Company is required to submit a fresh application for ERLSB’s approval.

## **11.0 ENTITLEMENT**

ERLSB reserves the right to change any rates and/or the Terms & Conditions contained herein at any time without prior notice.

**- END -**

**PLEASE SIGN THE ACKNOWLEDGEMENT AS ACCEPTANCE OF THE ABOVE TERMS AND CONDITIONS AND SUBMIT ONE ORIGINAL COPY DULY SIGNED AND WITNESSED WHERE INDICATED TO EXPRESS RAIL LINK SDN BHD.**

We, \_\_\_\_\_(Co. No. \_\_\_\_\_ )  
(Company Name)

**agree to abide by the Terms and Conditions herein and solemnly state that the undersigned is fully authorised to act on behalf of the Company.**

.....  
**Signature & Co.Stamp**

**Name :  
Designation :  
NRIC No. :  
Date :**

.....  
**Witness**

**Name :  
Designation :  
NRIC No. :  
Date :**