

(7) *Admission Prices.*

- (a) The exhibitor agrees that he will charge a price for admission to the theatre of not less than 1s. for adults and 6d. for children, except at matinees, when the minimum charge may be 3d. for children, and also except in the case of films designated in a list approved by the Minister for the purposes of this clause, in which case the minimum charge shall be 6d. for adults and 3d. for children; or

The exhibitor agrees that he will charge a price for admission to the theatre of not less than 6d. for adults and 3d. for children.

(NOTE.—Either of these alternative forms may be used at the discretion of the renter.)

- (b) For the purposes of this clause a child shall be deemed to be a person under the age of fifteen years.
- (c) The exhibitor further agrees with the renter that he will not do or offer to do or permit to be done any act, matter, or thing or give or offer to give or permit to be offered or given any benefit, inducement, advantage, gratuity, or other property to patrons of the said theatre which will have the effect, directly or indirectly of reducing the charge for admission of any person below such minimum as aforesaid or of reducing the net result to the exhibitor in respect of the admission of such person below the minimum.
- (d) In the event of any breach by the exhibitor of this clause the exhibitor shall pay to the renter by way of liquidated damages the sum of twenty-five pounds (£25) in respect of each exhibition in respect of which such breach is committed, but this provision shall be without prejudice to the exercise by the renter of any other remedy to which he may be entitled under these presents by reason of such breach.

(8) *Exhibition and Advertising.*

- (a) The exhibitor agrees in any advertising to announce each film as "A [mentioning the name of the producer] picture," and to give full prominence to the trademark of the renter.
- (b) The exhibitor shall not use any advertisement or publicity of which the renter has notified his disapproval in writing and shall indemnify the renter against any loss or damage suffered by the renter by reason of any breach of this obligation.
- (c) No lithographic posters, photographs, slides, lobby displays, or other advertising accessories purchased, leased, or otherwise acquired by the exhibitor from or through the renter in respect of the theatre or theatres named herein shall be sold, leased, lent, or given away by the exhibitor for use at any other theatre or theatres. Upon the breach or attempted breach of this provision by the exhibitor the right to the immediate possession of such advertising matter shall revert to the renter which may take possession of the same wherever found: Provided that repossession of such advertising matter shall be without prejudice to the exercise by the renter of any other remedy to which he may be entitled under these presents by reason of such breach or attempted breach.
- (d) The exhibitor agrees that not more than one feature-length film is to be presented at the same performance with any feature-length film supplied hereunder.
- (e) Nothing in this agreement shall preclude any special written agreement relating to advertising or advertising material as described in clause 8 (c) above in any particular case.

(9) *Delivery and return of Films.*

- (a) *Delivery:* The renter shall make deliveries hereunder to the exhibitor by delivery at the renter's exchange or by forwarding or consigning to the exhibitor either by the renter or by some other person at the renter's direction, and either by rail, steamer, post, or other means of transport, not being by air, as the renter may decide, and shall use its best efforts to have each and every film delivered to the exhibitor in time for the authorized exhibition on the exhibition date in said theatre: Provided that the renter shall not be liable in any way whatever for failure or delay in making delivery by reason of the elements, accidents, labour troubles, fires, Government Proclamations, ruling of censors, or by reason of any other delay, accident, or hindrance of whatever kind soever beyond the control of the renter.
- (b) *Possession:* For the purposes of this agreement all films and accessories shall be deemed to be in the possession of the exhibitor from the time the exhibitor takes delivery from the premises of the renter or from the time the film is forwarded or consigned to the exhibitor as aforesaid until delivery by the exhibitor to the renter at the renter's

exchange, or consignment by any of the means of transport as aforesaid to another exhibitor notified to the exhibitor in writing by the renter.

- (c) The exhibitor shall unless otherwise instructed by the renter return all films to the film department of the renter during the ordinary business hours of the renter together with all spools and straps in the same condition as same were received (reasonable wear and tear excepted) and properly packed in containers and properly addressed to the renter's exchange or alternatively the exhibitor shall observe any written or telegraphed instructions relating to consignment as aforesaid. The exhibitor shall consign by such means of transport, other than by air, as may be specified in writing or by telegram by the renter and shall, if called on to do so, produce to the renter documentary evidence of such consignment.
- (d) *Freight:* The exhibitor will pay all costs of transportation of the said films and/or accessories from the renter's exchange, and return to renter's exchange, or to another exhibitor, as the case may be.
- (e) *Damages:* The exhibitor agrees that if for any reason not beyond his control despatch instructions are not carried out by him, with the result that loss is thereby caused to the renter and/or the exhibitor to whom the films should have been despatched in accordance with the despatch instructions of the renter, he will pay to the renter by way of liquidated damages a sum equivalent to the amount of the loss thereby suffered by the renter and/or such other exhibitor, and will indemnify the renter against any claim preferred by such other exhibitor against the renter in respect of such loss.

(10) *Sound and Projection Equipment.*

The exhibitor undertakes that the reproducing equipment used in connection with any films supplied hereunder will operate properly, reliably, and efficiently to reproduce such recorded sound with adequate volume and high quality, and that he will maintain and keep the projection machine and all other apparatus used by him in a good, proper, and substantial state of repair, order, and condition, and will at all times allow free access for a representative of the renter appointed in writing by the renter for that purpose to enter into every part of the said theatre or theatres for the purpose of inspecting and/or testing such sound and/or projection equipment and apparatus. If, after any such inspection or test, the representative (being a person approved by writing in that behalf by the Chief Inspector for the time being under the Cinematograph Films Act, 1928) serve upon the exhibitor or leave for him at the said theatre notice in writing requiring the exhibitor, within a time specified in such notice to do or to refrain from doing anything in connection with the said equipment or the use thereof which in the opinion of the representative is necessary for the more satisfactory exhibition of the said films, the exhibitor shall observe and/or perform the requirements of such notice within the time specified therein, and in the event of the exhibitor failing to observe or perform the requirements of such notice, and so long as such failure continues, the renter shall be entitled to refuse to supply or allow the said films or any of them to be exhibited, but nevertheless without prejudice to any other right or remedy the renter may have under this agreement.

(11) *Copyright.*

- (a) The right to exhibit the said films shall include a right under all copyrights in respect of such films and of the recorded sound in synchronism therewith, but not the right to perform in public any musical work included in such recorded sound.
- (b) The exhibitor warrants that he will have at the date or dates of the exhibition of each of such films an effective license from the Australasian Performing Rights Association, Limited, or other person or association of persons designated in writing by the renter upon inquiry by the exhibitor who or which may control the right of public performance of such copyrighted musical or other composition to perform publicly such composition.
- (c) Each party will indemnify the other against any claim in respect of infringement of copyright or infringement of the right of public performance, as the case may be, where the same arises by reason of a breach by such first-named party of his obligations under this clause.

(12) *Slander or Libel.*

The renter will indemnify the exhibitor against any claim in respect of any slander or libel which arises exclusively from the contents of any film exhibited pursuant hereto and/or the use of advertising matter in relation thereto supplied by the renter.