

*(13) Cutting and Alteration of Films.*

The exhibitor shall exhibit each film in its entirety, and shall not copy, duplicate, cut, or alter any film excepting with the written or telegraphic consent of the renter.

*(14) Loss and Damage to Films.*

- (a) The exhibitor shall forthwith on the receipt of any film hereunder report to the renter on a form to be supplied by the renter upon application by the exhibitor the condition of such film.
- (b) The exhibitor shall immediately notify the renter's exchange by prepaid telegram of the loss, theft, or destruction of or damage or injury to any print. If any film shall be received from the exhibitor by the renter or any subsequent exhibitor in a damaged or partially destroyed condition it shall be deemed to have been so damaged or destroyed while in possession of the exhibitor, unless the latter before or immediately after the first public exhibition thereof shall have telegraphed the renter that such print was received by the exhibitor in a damaged or partially or wholly destroyed condition, and setting forth fully the nature of such damage and the amount of footage so damaged or destroyed.
- (c) The exhibitor shall pay to the renter a sum equal to the cost of replacement at the renter's exchange for each linear foot of film which may be lost, stolen, destroyed, or so damaged as to be unfit for further exhibition while in the possession of the exhibitor.
- (d) If damage occurs to any film while in the possession of the exhibitor, but such damage is not of such nature as to preclude further exhibition, the exhibitor shall pay to the renter a sum in proportion to the nature and extent of such damage. The amount of such damage shall be determined by mutual agreement or by arbitration, but in no case shall it exceed the value of the film as set out in subclause (c) hereof.
- (e) The exhibitor shall not be relieved of his obligation to return all discs and other accessories by reason of the same having been broken, worn out, or damaged.

*(15) Insurance.*

The exhibitor shall insure and keep insured all films to be supplied hereunder while in his possession under a block risk policy effected and operated from time to time by a Board constituted of an equal number of representatives of the Film Exchanges Association of New Zealand (Incorporated) and the New Zealand Motion Picture Exhibitors' Association (Incorporated), and constituted pursuant to an agreement between the said associations, dated the 6th day of August, 1935, or to any agreement in substitution or renewal thereof, and shall punctually pay to the said Board all contributions or levies required of or made upon him by the said Board to enable such insurance to be effected and maintained; and, in the event of default by the exhibitor in payment of any such contribution or levy, the renter may if it thinks fit pay the same and recover the amount thereof from the exhibitor: Provided, however, that in the event of such Board for any reason ceasing to exist or to function, the exhibitor shall insure and keep insured the said films whilst the same are deemed to be in his possession hereunder against the same risks as specified in the said block policy in some insurance office approved by the renter, the total insurance cover in respect of any one programme to be not less than £300 (or such other sum as may be agreed upon from time to time or in default of agreement fixed by arbitration), and shall punctually pay all premiums in respect thereof, the renter having the right in the event of default by the exhibitor to pay the same and recover the amount from the exhibitor.

*(16) Broadcasting.*

Except with the written consent of the renter the exhibitor will not reproduce from or exhibit or permit reproduction from or exhibition of any film supplied by the renter hereunder in any other manner or at any other time or place other than as specified herein and will not reproduce sound from any such film except as part of and during the exhibition of such film and will not broadcast or permit broadcasting of or from any such film. Televising or permitting the televising of or from any film contracted for herein is expressly prohibited.

*(17) Switching.*

The renter reserves the right to switch each and every film supplied hereunder to any other exhibitor or exhibitors for return in due course: Provided that such switching shall not affect the normal screening of the programme of which such film is a part. No costs or expense in effecting such switching shall be borne by the exhibitor unless the switching be at his request.

*(18) Observance of Acts and By-laws.*

The exhibitor and the renter shall as the same are applicable to motion-picture theatres and/or the control, care, and use of film at all times fully and effectually comply with all Acts of Parliament and rules and regulations thereunder, as well as with all by-laws of any local government or other authority having power in that behalf for the locality or district wherein the said films are to be used,

*(19) Assignment.*

This agreement shall not be assigned, transferred, or otherwise disposed of by the exhibitor to any other person without the written consent of the renter, which consent shall not be arbitrarily withheld, and shall not in any case be effective until such other person has agreed with the renter to carry out the terms and provisions hereof. Notwithstanding such consent, the exhibitor shall remain responsible to the renter hereunder unless a release from liability is given to him in writing.

*(20) Waiver.*

The waiver by either party of any breach or default by the other party shall not be construed as a waiver of any other or subsequent breach or default by such other party whether similar or otherwise.

*(21) Notices.*

- (a) All notices to be given to either party hereunder shall be sufficiently served if sent by prepaid post to the address of the party to whom notice is given last known to the other party, and any notice so sent shall be deemed to have been received on the day when it would have ordinarily been received in the course of post: Provided that any notice of the despatch of film or accessories shall be addressed to the theatre to which the film is booked unless otherwise instructed by the exhibitor in writing.
- (b) Any notice of availability given to the exhibitor under the provisions of section 9 of the Cinematograph Films Amendment Act, 1934, shall expressly intimate that it is an availability notice under the Act.

*(22) No Partnership.*

It is expressly agreed that this agreement in no way constitutes a partnership between the parties hereto.

*(23) Oral Promises.*

No oral promise, representation, understanding, or agreement in reference hereto shall be of any force or effect.

*(24) Stamp Duty.*

The renter has the right to stamp both his copy and the exhibitor's copy of this agreement and to charge the exhibitor with the amount of stamp duty paid on both such copies.

*(25) Theatre closed.*

In the event of the said theatre being closed by Government Proclamation or by parliamentary, Ministerial, departmental or local authority (statutory or otherwise) under any real or assumed authority or power not being due to any withdrawal or suspension of the exhibitor's license in respect of such theatre for any cause within the power of the exhibitor to remedy without suffering unreasonable hardship, or in the event of such theatre being destroyed or damaged to such an extent as to be unfit for use or occupation so that any film to be exhibited hereunder cannot be exhibited on the day or days when it should be so exhibited, then this contract shall upon written notice thereof being given to the renter terminate in respect of such number of films as would have been exhibited in the theatre in terms of this contract: Provided that in the event of screening not being resumed by the exhibitor in the said theatre or a substitute theatre in or near the same locality within forty days next after the day when a film was last screened therein, the renter shall have the right of terminating this agreement, in which case the agreement shall be deemed to have terminated at the date when the theatre closed owing to one or either or all of the causes aforesaid. Such determination of the agreement shall be without prejudice to the rights of either party in respect of any matter then outstanding between them under this agreement up to the time of such determination. A theatre shall not be deemed to be closed for the purposes of this clause merely by reason of the fact that a local authority as the owner thereof may exercise its right under any lease or tenancy to close the theatre for the exhibition of films on any occasion or occasions when the theatre is required by the local authority for other purposes.