

APPENDIX 2.1  
(referred to in paragraph 2.3)

## **The Monopolies Commission's report on the Supply of Films**

This statement summarises the action which has been taken by the Associated British Picture Corporation Limited (ABPC), The Rank Organisation Limited, the Association of Independent Cinemas (AIC), the Cinematograph Exhibitors' Association (CEA), the Kinematograph Renters' Society (KRS) and the Film Production Association (FPA) to implement Recommendations in paragraph 262(a)-(h) of the Commission's Report.

This Memorandum has been agreed by all parties referred to above.

(1) *Recommendation (a) reads:*

'ABPC and Rank should take the lead in arranging for the film industry to make proposals to the Board of Trade providing (i) for machinery to deal with disputes over allocation of product and (ii) for exhibitors to have the right to bid for films in competition (paragraphs 253 to 255).'

On this recommendation:

Rank and ABPC are each giving an undertaking to the Board of Trade in the terms of annex A and annex B respectively. The Cinematograph Exhibitors' Association and the Association of Independent Cinemas will also recommend their members to adopt as flexible an attitude to the booking of films as is commercially practicable.

(2) *Recommendation (b) reads:*

'ABPC and Rank should take the lead in arranging for the film industry to make proposals to the Board of Trade providing (i) for machinery to deal with disputes over allocation of product and (ii) for exhibitors to have the right to bid for films in competition (paragraphs 253 to 255).'

On this recommendation:

It has been agreed that machinery should be set up to deal with pleas:

- (1) By exhibitors claiming that they are being unjustly deprived of product;
- (2) By exhibitors claiming they have materially modernised and improved their cinemas or are contemplating such material modernisation and improvement and are being or would be unjustly deprived of product; and
- (3) By persons intending to build new cinemas.

This machinery, including an ultimate appeal to an Appeal Tribunal, should be available to all exhibitors, both circuit and independent, now existing or coming into existence in the future.

The machinery will consist of:—

- (i) A Trade Disputes Committee;
- (ii) An Appeal Tribunal

Disputes are to come before the Committee only if they cannot be settled by direct negotiation between the parties. An appeal will lie to the Tribunal in the event of (a) the Trade Disputes Committee not

reaching a unanimous decision or (b) a party to the dispute appealing against a unanimous decision by that Committee.

The Committee will consist of four renter representatives, nominated by the KRS, and four exhibitor representatives, nominated either by the CEA or by the AIC. The Committee will elect its own Chairman.

The Appeal Tribunal will consist of two renter and two exhibitor representatives, chosen as for the Trade Disputes Committee; and an independent, paid, permanent Chairman, chosen in consultation with the Board of Trade. The decisions of the Tribunal will lie solely with the Chairman; the other members acting only as advisers.

The rules of procedure and terms of reference of these two bodies will be submitted to the Board of Trade for approval and subsequent publication. The Committee and the Tribunal will take account of the following matters in reaching their decisions:

- (a) The passages in the Monopolies Commission's Report dealing with access to, distribution of and allocation of product.
- (b) The public interest.
- (c) The need not to discourage the improvement of existing cinemas and the building of new ones.
- (d) The situation of the cinema.
- (e) The evidence as to the reasonableness of an exhibitor taking whole or part of the Rank or ABC stream of product.

Both bodies would give their decisions in terms of a percentage allocation of films.

The terms of reference of both bodies would take account of the following:—

- (a) The willingness of the industry to underwrite the costs of operating the machinery.
- (b) The need to prevent frivolous applications. Appellants to the Appeals Tribunal will be required to deposit a fee of about £25 which would be returnable in the event of the application being substantiated.
- (c) The Secretary of the AIC, the CEA and the KRS may attend as observers at meetings of the Committee or the Tribunal. The representative of an exhibitor who is not a member of the AIC or the CEA may similarly attend such meetings in which that exhibitor is directly concerned.

The industry, as represented by all the organisations who are parties to this agreement, do not consider that the introduction of competitive bidding is necessary and wish for consideration of its introduction to be deferred until after a review of the new disputes machinery in 1969.

**(3) Recommendation (4)(c) reads:**

'Rank should discontinue its practice of giving regular weekly bookings to its own documentary films, and should book documentary and other short films on their merits (paragraph 215).'

On this recommendation:

Rank is giving an undertaking in the terms of annex C that it will not show its own short documentary films (including *Look at Life*) in its own cinemas in more than 39 weeks in any year. The Company also undertakes to make every reasonable endeavour to exhibit short documentary or other short films produced by persons other than itself or its associate companies during at least 13 weeks a year.

(4) *Recommendation (4)(d) reads:*

'The Board of Trade should keep under review the arrangements for settling disputes over time and distance bars (paragraph 257).' All the interested parties have accepted this Recommendation.

(5) *Recommendation (4)(e) reads:*

'No cinema (other than a West End cinema) should operate a bar on a film for more than four weeks after starting to show the film, and any other exhibitor should have the right to bid for a licence to exhibit the film after that time (paragraph 257).'

On this recommendation:

It is agreed that no cinema (other than a West End cinema) should operate a bar on a 35mm. film or a 70mm. film originally filmed in 35mm. for more than four weeks. The same rule is to apply to all 70mm. films shown in situations in which 70mm. exhibitions had not taken place on or before 22nd March, 1967. A bar of 16 weeks or the period of the run, whichever is the shorter, is to apply to 70mm. films originally filmed in 70mm. in all other situations. Interested parties need not await the expiry of the prior run before negotiating a licence agreement to commence at the end of the time bar. In accordance with the Commission's findings (paragraph 258), this agreement will not affect the right of a distributor to decide upon the availability of films in the light of his assessment of the commercial advantages.

(6) *Recommendation (4)(f) reads:*

'Distributors should not make the hire of any film conditional upon the acceptance of others (paragraph 259).' All the interested parties have accepted this Recommendation on the understanding that it will not prohibit transactions between willing purchasers and willing sellers. It will apply to two films within a single programme as well as to separate programmes.

(7) *Recommendation (4)(g) reads:*

'The Kinematograph Renters' Society should rescind its Recommendations Nos. 31 and 32 and should take no collective action to limit the extent to which exhibitors use their premises for purposes other than the exhibition of films (paragraph 259).'

On this recommendaton:

The Kinematograph Renters' Society has agreed to rescind its recommendations Nos. 31 and 32.

(8) *Recommendation (4)(h) reads:*

'The Kinematograph Renters' Society should rescind its Recommendation No. 17 and should place no restriction on the licensing of films to exhibitors who book films co-operatively for cinemas which are not under common ownership or control (paragraph 259).'

On this recommendation:

The KRS has agreed to rescind its Recommendation No. 17. The intention of this will be to remove any restriction on the licensing of films to independent exhibitors booking co-operatively. For this purpose an independent exhibitor is defined as one who controls not more than five cinemas. Moreover any attempt to use co-operative booking unjustly to deprive a non-participating independent cinema of its access to product could be brought before the Trade Disputes machinery.

ANNEX A  
TO  
APPENDIX 2.1

**Undertaking by Rank as to recommendation (a)**

The company confirms that in relation to the matters dealt with in paragraph 251 of the Commission's Report it is its policy:

1. (a) to give normal circuit booking to a feature film where in its judgment there is a reasonable likelihood that such a course will be commercially successful;
  - (b) to give partial circuit booking to a feature film which in its judgment will only appeal to a limited sector of the public;
  - (c) to offer to give a trial run at a reasonable number of cinemas to a feature film which in its judgment is not suitable on commercial grounds for normal or partial circuit booking where such judgment is disputed by the producer or renter.
2. The Company undertakes:
- (a) to continue to operate the policy set out in paragraph 1;
  - (b) in the case of feature films given partial circuit bookings, to seek to increase the number of cinemas at which such films are shown provided that the company is satisfied on commercial grounds that such increase is justified;
  - (c) to seek to increase the number of feature films referred to in paragraph 1(b) given partial circuit bookings provided that the feature films available can in the company's commercial judgment justify such increase;
  - (d) where in the company's judgment a feature film is not suitable on commercial grounds for normal or partial circuit booking to seek to increase the number of opportunities it will afford for a trial run;
  - (e) in the case of a feature film to which the company offers to give a trial run, as set out in paragraph 1(c), to seek to increase the number of cinemas at which a trial run would be given.
3. The company undertakes to provide the Board of Trade at six-monthly intervals with lists of the feature films which have been given trial runs or partial circuit bookings in the previous half year and to give the Board such details as they may require as to the places at which such films have been exhibited, and the days on which they have been shown; in addition, to advise the Board of Trade of feature films the distributors or producers of which have declined to avail themselves of the offer of a trial run in those cases where there has been a dispute with the company as to the commercial potential of the film.

ANNEX B  
TO  
APPENDIX 2.1

**Undertaking by ABPC as to recommendation (a)**

The company confirms that in relation to the matters dealt with in paragraph 251 of the Commission's Report it is its policy:

- (1) (a) to give normal circuit bookings to a feature film where in its judgment there is a reasonable likelihood that such a course will be commercially successful;
  - (b) to offer to give a trial run at a reasonable number of cinemas to a feature film which, in its judgment, is considered, on commercial grounds, not to be suitable for normal circuit bookings where such judgment is disputed by the producer or renter;
  - (c) in the case of a feature film which the Company considers as not being suitable for a normal circuit booking, to offer to give as many bookings as possible in cinemas owned by the Company for which the Company deems the film to be suitable.
- (2) In the interests of encouraging a greater degree of flexibility the Company undertakes in the case of feature films:
    - (a) to continue to operate the policy set out in paragraph (1) above;
    - (b) to seek to increase the number of opportunities it will afford for a trial run;
    - (c) to seek to increase the number of cinemas operated by the Company at which each such trial run would take place;
    - (d) in the event of a trial run being satisfactory
      - (i) to give the film a normal circuit deal, or
      - (ii) to offer to give the film as many bookings as possible in cinemas operated by the Company for which the Company deems the film to be suitable.
- (3) The Company undertakes to provide the Board of Trade at six-monthly intervals with lists of the feature films which have been given trial runs or which have been offered as many bookings as possible in cinemas deemed to be suitable for their exhibition and to give the Board of Trade such details as it may require of:
    - (i) normal circuit bookings which have been given following upon trial run,
    - (ii) the cinemas in which have been exhibited feature films deemed not to have been suitable for a normal circuit booking together with the days and places in which such bookings have been implemented, and
    - (iii) feature films, the distributors or producers of which have declined to avail themselves of the offer of a trial run.

ANNEX C  
TO  
APPENDIX 2.1

**Undertaking by Rank as to recommendation (c)**

The company undertakes that it will not show short documentary films (including 'Look at Life') or other short films produced by itself or its associate companies in any one of its cinemas in more than 39 weeks in any year.

The company also undertakes to make every reasonable endeavour to exhibit short documentary or other short films produced by persons other than itself or its associate companies during at least 13 weeks in any year. Provided that nothing in this undertaking shall impair the right of the Company to exercise its commercial judgment in regard to the composition of programmes, and to take due account of the time available for the showing of such films within any given programme.

APPENDIX 2.2  
(referred to in paragraph 2.7)

### Protection for British film production

1. After the passage of the Cinematograph Films Act 1927, British film production was assisted by the statutory requirement that exhibitors must show a certain proportion of British films. Broadly, this meant that British films (defined in paragraph 3) should take up not less than the prescribed percentage of a cinema's screen time. The quota was reduced from 30 per cent to 15 per cent for first feature films and from 25 per cent to 15 per cent for supporting films from 1 January 1982; and suspended altogether from the beginning of 1983, because of the shortage of British films.

2. Encouragement of British production continues, however, through the Cinematograph Films Act 1957, which provides (*inter alia*) for a levy on exhibitors, the proceeds of which are used for subsidising the production of British films. The levy is generally known as Eady Money after Sir Wilfred Eady, the civil servant who devised the forerunning similar though voluntary scheme. In general, although there are exemptions in respect of 73 screens, the levy is imposed on box-office takings net of VAT from all cinema film exhibitions; it took 4.8 per cent of total net takings in 1981. The British Film Fund Agency (BFFA) administers payments from the levy. Grants currently amounting to about 10 per cent of the levy are made to the Children's Film Foundation, the National Film School and the British Film Institute. Under the Films Act 1980 a further 20 per cent of the levy or £1.5 million, whichever is the greater, is passed to the National Film Finance Corporation, a Government-funded bank making largely unsecured loans to independent British producers (ie those not linked to large cinema circuits or US parent companies). The rest is paid out directly by the BFFA in respect of British films. Broadly, the amount of subsidy paid out directly for particular films varies with the amount earned by it in Great Britain, so that the greater the financial success of a British film the more subsidy it receives.

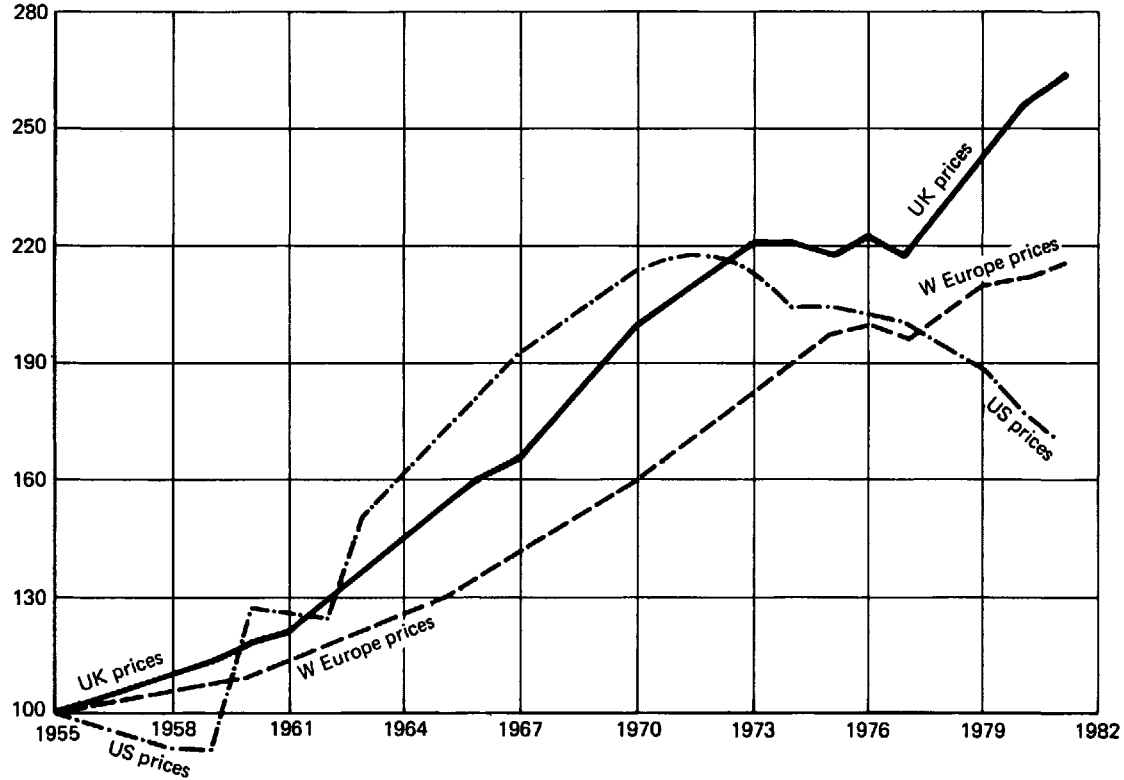
3. For both the statutory quota and eligibility for payments from BFFA, the Films Acts 1960 to 1980 defined a British film as one for which:

- (a) the maker is a British subject or a citizen of the Republic of Ireland or of any European Community country;
- (b) any studio work was carried out in a Commonwealth country or the Republic of Ireland; and
- (c) a certain proportion of the labour costs are payments to British subjects or citizens of the Republic of Ireland.

But the cost in respect of not more than two persons may be first deducted from the total, facilitating an important degree of non-British participation from, for example, a foreign star or director.

APPENDIX 2.3  
(referred to in paragraph 2.15)

**Indices of real prices of cinema admissions, relative to the representative retail price indices in Great Britain, the United States and Western Europe (West Germany, Holland, France, Italy and Belgium)**



APPENDIX 2.4  
(referred to in paragraphs 2.41 and 2.42)

**Some films that ran exclusively for five or more weeks, 1980-82  
(CEW and UIP releases)**

<i>No of prints available</i>	<i>Film</i>	<i>Location</i>	<i>Length of exclusive run (weeks) if more than 4 weeks</i>
217	'Airplane'	ABC Edinburgh	8
	"	ABC Glasgow	21
141	'The Elephant Man'	ABC Brighton	6
	" " "	ABC Edinburgh	6
	" " "	ABC Glasgow	8
95	Special Edition of 'Close Encounters of the Third Kind'	Odeon Liverpool	6
		Odeon Manchester	6
271	'Flash Gordon'	ABC Southampton	5
	" "	ABC Leeds	8
	" "	ABC Bristol	7
	" "	ABC Cardiff	12
	" "	ABC Edinburgh	12
	" "	ABC Glasgow	13
117	'The Blue Lagoon'	Odeon Bristol	6
	" " "	Odeon Liverpool	7
	" " "	Odeon Nottingham	5
	" " "	Gaumont Sheffield	7
256	'Any Which Way You Can'	ABC Edinburgh	7
41	'Divine Madness'	ABC Manchester	5
148	'The Jazz Singer'	ABC Cardiff	5
	" " "	ABC Edinburgh	5
	" " "	ABC Leeds	6
	" " "	ABC-W Bristol	5
	" " "	ABC Glasgow	10
137	'Private Benjamin'	ABC Edinburgh	6
	" "	ABC Glasgow	10
72	'Raging Bull'	Odeon Liverpool	5
105	'The Mirror Cracked'	ABC Glasgow	5
73	'Ordinary People'	NC-ABC Bristol	5
	" "	ABC Newcastle	5
	" "	ABC Brighton	6
	" "	ABC Cardiff	7
	" "	ABC Edinburgh	7
	" "	ABC Birmingham	8
	" "	ABC Manchester	8
	" "	ABC Glasgow	11
83	'Tess'	Odeon Newcastle	5
	"	Odeon Leeds	6
	"	Odeon Southampton	6
	"	Odeon Birmingham	7
	"	Odeon Brighton	7
	"	Odeon Manchester	7
	"	Odeon Nottingham	7
	"	Gaumont Sheffield	7
	"	La Scala Glasgow	8
	"	Odeon Bristol	9

<i>No of prints available</i>	<i>Film</i>	<i>Location</i>	<i>Length of exclusive run (weeks) if more than 4 weeks</i>
255	'Superman II'	NC-ABC Bristol	6
	" "	ABC Leeds	6
	" "	ABC Cardiff	8
	" "	ABC Edinburgh	8
	" "	ABC Glasgow	7
70	'Friday The 13th Part II'	ABC Edinburgh	7
	" " " " "	ABC Leeds	6
	" " " " "	ABC Glasgow	12
216	'Excalibur'	ABC Edinburgh	5
	"	ABC Glasgow	6
333	'Raiders Of The Lost Ark'	ABC Birmingham	6
	" " " " "	ABC Nottingham	5
	" " " " "	ABC Edinburgh	10
	" " " " "	ABC Sheffield	8
	" " " " "	ABC-W Bristol	10
	" " " " "	ABC Cardiff	10
	" " " " "	ABC Brighton	13
	" " " " "	ABC Glasgow	8
230	'For Your Eyes Only'	Odeon Edinburgh	7
	" " " "	Odeon Leeds	8
	" " " "	Odeon Cardiff	10
	" " " "	Odeon Birmingham	5
	" " " "	Odeon Glasgow	10
	" " " "	Odeon Nottingham	8
	" " " "	Gaumont Sheffield	12
	" " " "	Odeon Southampton	10
	" " " "	Odeon Manchester	7
	" " " "	Odeon Liverpool	7
	" " " "	Odeon Brighton	16
	" " " "	Odeon Bristol	16
	" " " "	Odeon Newcastle	9
169	'History Of The World Part I'	NC-ABC Bristol	5
	" " " " " "	ABC Cardiff	6
50	'The French Lieutenant's Woman'	Odeon Brighton	12
	" " " "	Odeon Leeds	6
	" " " "	Odeon Bristol	22
	" " " "	Odeon Cardiff	7
	" " " "	Odeon Birmingham	9
	" " " "	Odeon Glasgow	9
	" " " "	Odeon Liverpool	12
	" " " "	Odeon Manchester	13
	" " " "	Odeon Newcastle	10
	" " " "	Odeon Nottingham	12

Source: MMC study (see paragraph 2.42).

APPENDIX 2.5  
(referred to in paragraph 2.44)

**Number of cinemas outside the central areas of the cities listed in  
Appendix 2.4 and which are barred by the central cinemas**

<i>City</i>	<i>Cinemas operated by</i>	
	<i>EMI or Rank</i>	<i>All other exhibitors</i>
Birmingham	1	4
Brighton	Nil	3
Bristol	Nil	3
Cardiff	Nil	3
Edinburgh	Nil	Nil
Glasgow	2	7
Leeds	Nil	4
Liverpool	Nil	7
Manchester	2	20
Newcastle	Nil	6
Nottingham	Nil	3
Sheffield	Nil	3
Southampton	Nil	1

*Source:* MMC study, based on information on barring supplied by EMI and Rank.

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*Note:* The individual cinemas covered by the table are listed in Appendix 2.6.

APPENDIX 2.6

(referred to in paragraph 2.44 and in Appendix 2.5 (footnote))

**Cinemas outside the central areas of the cities listed which are barred by the central cinemas (in alphabetical order)**

	<i>Operated by</i>
<i>Rank or EMI</i>	<i>Independent exhibitors</i>
<i>Birmingham</i>	
Sutton Coldfield Odeon	Cradley Heath Royal Quinton Classic Solihull Picture House West Bromwich Kings*
<i>Brighton</i>	
Nil	Worthing Dome*
<i>Bristol</i>	
Nil	Henlease Studio Keynsham Charlton Yate Studio
<i>Cardiff</i>	
Nil	Barry Royal Caerphilly Castle Pontypridd White Palace
<i>Edinburgh</i>	
Nil	Nil
<i>Glasgow</i>	
Hamilton Odeon Muirend ABC	Bearsden Rio Dennistown Parade Dunbarton Rialto* East Kilbride Cinema Hillhead Grosvenor Hillhead Salon Paisley Kelburn
<i>Leeds</i>	
Nil	Armley Lyric Headingley Lounge Hyde Park Picture House Picture House, Cottage Road
<i>Liverpool</i>	
Nil	Allerton Classic Birkenhead Classic* Crosby Classic Maghull Astra Wallasey Unit* Wallasey Phoenix* Woolton Picture House

*Rank or EMI*

*Manchester*

Bolton Odeon  
Rochdale ABC\*

*Newcastle*

Nil

*Nottingham*

Nil

*Sheffield*

Nil

*Southampton*

Nil

*Independent exhibitors*

Altrincham Studio  
Ashton (Metro Movie Centre Ltd)  
Bolton Studio\*  
Burnage Concorde  
Bury Classic  
Cheetham Hill Temple  
Flixton Curzon  
Gatley Tatton  
Hollinwood Roxy  
Hulme Aaben  
Hyde Royal  
Middleton Palace  
Monton New Princess  
Sale (Tatton Cinema (Gatley)) Ltd  
Salford Carlton  
Stalybridge Palace  
Stockport Classic  
Stockport Davenport  
Wilmslow Rex\*  
Withington Cinecioy

Byker Apollo  
Jesmond Picture House  
Lowfell Classic  
Monkseaton Classic  
Washington Fairworld  
Whitley Bay Playhouse

Hucknall Byron  
Ilkeston Scala  
Long Eaton Ritz

Mexborough Majestic\*  
Rotherham Scala\*  
Rotherham Classic\*

Winchester Studio\*

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\* Denotes cinemas which are allowed to show some films concurrently.

APPENDIX 2.7  
(referred to in paragraph 2.67)

**Extracts from the terms of reference of the Trade Disputes  
Committee and Appeals Tribunal**

**(i) Allocation of product**

**Headnote**

A Trade Disputes Committee and an Appeal Tribunal for the Hearing of Applications for an Allocation of Product has been established by agreement between the Association of Independent Cinemas (AIC), Cinematograph Exhibitors' Association of Great Britain and Ireland (CEA), Kinematograph Renters' Society (KRS), Film Production Association of Great Britain (FPA), Rank Organisation (Rank), Associated British Picture Corporation (ABPC), now EMI Film & Theatre Corporation Limited. The purpose of this document is to record the Terms of Reference under which the Trade Disputes Committee and Appeal Tribunal operate.

The Terms of Reference are:

1. To deal with applications within the following categories:

(a) Applications for an allocation of product by:

Category A: An Exhibitor claiming that he is unjustifiably deprived and should have an allocation of product.

Category B: An Exhibitor claiming that, having materially modernised and improved his cinema, he is unjustifiably deprived and should have an allocation of product.

Category C: An Exhibitor or other person intending within twelve months to complete material modernisation and improvement of his existing cinema or to complete the building of a new cinema claims that he would then be unjustifiably deprived and should have an allocation of product.

(b) Application for an indication by:

Category D: A person intending, but not within twelve months, to modernise and improve an existing cinema or to build a new cinema who asks for an advance indication of what product is likely to be available to him.

2. To have regard to:

(a) The relevant passages in the Monopolies Commission's Report dealing with access to distribution of an allocation of product and the relevant passages of the industry-agreed documents (as defined in the annex hereto).

(b) The public interest.

(c) The need not to discourage the modernisation and improvement of existing cinemas and the building of new cinemas.

(d) The situation of the cinemas.

- (e) The evidence as to the reasonableness of an exhibitor taking the whole or part of the Rank and ABC streams or product.
  - (f) The *bona fides* of the applicant.
  - (g) All other relevant factors including the economic effects on other cinemas.
3. (a) If satisfied that the applicant is or would be unjustifiably deprived of product to give a decision:
- (i) In cases within Category A or Category B in terms of an allocation of product.
  - (ii) In cases within Category C in terms of an allocation of product conditional upon the proposed modernisation and improvement or the building being completed within twelve months from the date that the application was lodged with the Secretariat or within such other period as the Committee or Tribunal may allow.
- (b) To give an indication in cases within Category D expressed as an allocation of product.
- Every allocation of product shall be expressed in terms of a percentage allocation of films on the basis of a form approved by the Signatories.
4. To convey each decision to KRS for implementation by the Industry.
5. The procedure and rules for hearing and settlement of disputes over allocation of product shall be as set out in the annexe to these Terms of Reference.

#### **(ii) Barring disputes**

The procedure and rules annexed shall also apply for the hearing and settlement of complaints on bars, subject as below mentioned.

In relation to the creation of new bars it has been agreed between the CEA, AIC and KRS that, should an exhibitor seek to impose a new bar upon another exhibitor, then the exhibitor seeking to impose the bar must advise CEA who must in turn advise the exhibitor on whom the bar is to be placed.

In order to provide the exhibitor about to be barred with the time necessary to contest the bar before the Barring Disputes Committee if he wishes to do so, the KRS has agreed that its Members will not implement the new bar until either:

- (a) they are satisfied that the new bar is acceptable to the newly barred exhibitor, or
- (b) the new bar has been tested before the Barring Disputes Committee and a decision by that Committee given in favour of the bar.

It has been further agreed in the case of a cinema re-opening that if between the closing and the re-opening of the cinema there had been a change of user (for planning purposes) then the procedure relating to the imposition of a new bar should be followed; if however, between the date of closure and the date of re-opening there had been no change of user, then it would not be regarded as a cinema imposing a new bar.

APPENDIX 5.1  
(referred to in paragraph 5.6)

**Kinematograph Renters' Society Limited**

**Standard Conditions for licensing the commercial exhibition of a film or films  
(adopted by the Council on 14 January 1960, revised 12 January 1961 and May  
1973)**

The Conditions set out below are the Standard Conditions which will be deemed to be incorporated in all Agreements for the licensing of the exhibition of cinematograph films entered into between members of the Kinematograph Renters' Society Limited and Exhibitors unless and except to the extent to which any particular Agreement specifically provides to the contrary:

**1. Definitions**

In these Standard Conditions the following expressions have the following meanings:

'KRS' means the Kinematograph Renters' Society Limited.

'The Agreement' means any particular Agreement for the grant by a member of KRS to an Exhibitor of a licence to exhibit a cinematograph film or films.

'The Renter' in the case of any particular Agreement means that member of KRS who is a party to that Agreement and its successors and assigns as owner or licensee of the copyright in the film or films the exhibition of which is licensed by the Agreement.

'Renter' or 'renters' means a member or members of KRS.

'The Exhibitor' means the exhibitor party to the Agreement and his permitted assigns.

'The film' means the cinematograph film or each cinematograph film the exhibition of which is licensed by the Agreement and 'film' has the meaning ascribed to it by section 38(4) of the Films Act 1960.

'Licensed Programme' means any two or more films the exhibition of which is licensed by the Agreement and which are indicated in the Schedule to the Agreement as comprising a programme.

'The licence period' means the licence period mentioned in the Agreement.

'The theatre' means the theatre, theatres or other place or places at which the rights of exhibition granted to the Exhibitor under the Agreement are to be exercisable and includes for the purposes of Condition 2 all premises used by the Exhibitor in connection with his business at the theatre.

'Levy' means any levy payable under section 2 of the Cinematograph Films Act 1957 in respect of payments for admission to the theatre during the licence period.

'Receipts' means all moneys received by the Exhibitor in connection with the exhibition of the film at the theatre including all fees, commissions and premiums on bookings or reservations and on the sale of seats by whomsoever received less (a) entertainments duty (if payable by the Exhibitor), (b) Value Added Tax (if any) on such money and (c) any levy. Provided that

where the licence period is less than one week and the amount of the above levy relating to the licence period cannot be exactly ascertained owing to the operation of marginal relief the amount to be deducted shall be calculated by dividing the levy payable in respect of the theatre during the week in question by the number of days in that week on which cinematograph films are exhibited to the public at the theatre and attributing to the licence period the due proportion so calculated on a daily basis.

'Fixed licence fee' means the fee payable to the Renter by the Exhibitor in respect of the licence to exhibit the film if the Agreement provides for the payment of a fixed sum in that connection which fee for all the purposes of the Agreement and these Standard Conditions shall be deemed to accrue from day to day.

'Renter's share' means the share of the receipts payable to the Renter by the Exhibitor if the Agreement so provides.

'Month' means calendar month.

'The Schedule' means the Schedule to the Agreement.

Any reference to a statute shall be deemed to include any statutory modification or re-enactment thereof.

## **2. Payment, sharing terms and Renter's rights of inspection and collection**

- (a) The Renter's share shall be deemed to belong to the Renter as and from the time of payment by patrons at the pay boxes at the theatre and the Renter may if it thinks fit appoint any person or persons to collect at the theatre during the licence period the Renter's share and any other moneys due to the Renter from the Exhibitor under the Agreement. If the commencement of any such collection does not coincide with the commencement of the licence period the person or persons so appointed may collect and retain for the Renter all moneys paid at the pay boxes during the licence period until there has been collected the Renter's share in respect of receipts during the part of the licence period prior to the moment of collection and any other moneys due as aforesaid. The Renter may if it thinks fit similarly appoint any person or persons to collect the fixed licence fee from moneys received at the pay boxes.
- (b) If the Renter shall not exercise its right of collection under sub-clause (a) of this Condition the Exhibitor shall pay to the Renter the Renter's share or the fixed licence fee if the licence period does not exceed seven days after the last day of the licence period and if the licence period does exceed seven days within seven days after every seventh day and after the last day thereof, subject to any provision to the contrary in the Agreement and to the provisions of Condition 3 where applicable.
- (c) At the conclusion of business on every day during the licence period the Exhibitor shall prepare a detailed return (if so required in the form for the time being prescribed by the Renter) of all tickets (including complimentary tickets) issued (whether by the Exhibitor direct or through any agent) and moneys taken during the day in question such return to state the serial and machine numbers of all such tickets and to indicate separately tickets issued and moneys taken in respect of every class of seat and in respect of transfers and any charge made by the Exhibitor for

the reservation of seats or for advance bookings and (if more than one) at every pay box and also to indicate separately complimentary tickets issued. Every such daily return shall be signed by the Exhibitor or on his behalf by his responsible representative and the returns shall be posted to the Renter on the day following the last day of the licence period or if the levy liability cannot be determined at that time on Monday following the last day of the licence period, or if the licence period exceeds seven days on the day following every seventh day and the last day thereof (except where the day concerned is a Sunday, when returns should be posted on the following Monday). If required by the Renter the Exhibitor shall send to the Renter by post within two days after the last day of the licence period a detailed return as aforesaid certified by the person in charge of the theatre or (if the Renter shall so require) by an Accountant (who shall be a member of a body of accountants recognised for the purposes of section 161(1)(a) of the Companies Act 1948) and if the licence period shall exceed seven days then if required by the Renter such a certified return shall be sent to the Renter by the Exhibitor within two days after every seventh day and after the last day of the licence period.

- (d) If levy is deducted in arriving at the receipts the Exhibitor shall if so required provide to the Renter a certificate of payment issued by HM Customs and Excise or such other evidence as may be necessary to justify the deduction of levy and the amount thereof.
- (e) The Exhibitor shall keep all records and operate such a system of checks and exercise such supervision and control (including the supervision and control of his staff) in connection with admissions to the theatre the issuing of tickets, the receipt of moneys and the separation of moneys from the sale of tickets from other receipts at the theatre as may be necessary to ensure that such matters are properly regulated, conducted and recorded to the Renter's reasonable requirements. The Exhibitor shall give to KRS as agent for the Renter as hereinafter mentioned notice of any proposed change or alteration in the ticket issuing system or the ticket issuing machines at the theatre which is to be introduced prior to the commencement of the licence period and obtain the prior approval of KRS thereto (which approval shall not be unreasonably withheld). Where advance bookings are included in a return without details of the ticket numbers, the Exhibitor shall preserve the daily booking plans and ticket counterfoils (as required under sub-clause (f) of this Condition) for a period (unless otherwise agreed with KRS) or not less than two calendar months from the date of performance to which each ticket relates and produce the same to the Renter or its agents or representatives on demand.
- (f) No person shall be admitted to the theatre without a ticket. Each person on admission shall produce a ticket for the class of seat which he is to occupy and shall not be permitted to transfer to a higher-priced seat without a proper transfer ticket. Each ticket issued shall state its price and shall be numbered at each end and shall be torn in half before admitting the holder. The retained halves of tickets issued at each performance (or where performances are continuous each day) shall be filed on a separate string immediately after tearing and such strings of

half tickets shall be retained in safe custody by the Exhibitor for twenty-four hours and destroyed by burning or by such methods as approved by the KRS by the Exhibitor as soon as conveniently possible thereafter. Provided that if any query has in the meantime been raised by the Renter or its agents the half tickets for the period in question shall be retained by the Exhibitor until the query is satisfied. No half tickets once filed shall be removed except at the request of HM Customs and Excise or after retention as aforesaid for immediate destruction as aforesaid. Tickets shall be issued for each price of seat consecutively and in series of not less than 10,000 and in the case of transfer, complimentary and emergency tickets in series of not less than 1,000. Emergency tickets shall only be used in the event of a failure of a ticket issuing machine or in the absence of tickets in the ordinary series. If two or more series of tickets of the same price are in use concurrently they must be clearly distinguishable from each other by a difference in colour or printing. The foregoing requirements of this sub-clause shall also apply to tickets for advance bookings. Unless separately printed for specific dates and performances tickets for advance bookings shall be numbered and issued for each price of seat consecutively in series of not less than 10,000. All such tickets shall be issued from a book with counterfoils to be retained by the Exhibitor and each counterfoil shall show the same particulars as appear on the corresponding ticket. A separate ticket shall be issued for each seat reservation. Series of tickets in use for admission to cinematograph performances shall not be used for admission to any other type of entertainment. Provided however that KRS may approve in writing on behalf of its members any other method of checking and recording admissions which the Exhibitor may seek to introduce in which event the method so approved shall be strictly observed by the Exhibitor.

- (g) No person shall be admitted free of charge to a performance at the theatre except within the normal issue of complimentary tickets at the theatre or as shall be agreed between the Renter and the Exhibitor. The Exhibitor shall issue to each person admitted free a complimentary ticket. Complimentary tickets and tickets issued for admission to children's matinees shall be drawn from separate stocks, each appropriately marked to avoid the possibility of tickets being incorrectly issued.
- (h) The Exhibitor shall charge such admission prices at the theatre during the licence period as shall be agreed by the Renter. In the absence of agreement the Exhibitor shall charge admission prices not less than those in force at the theatre at the time of signing the agreement for a similar type of film and shall not in any case, without the prior consent of the Renter, make any reduction in prices.
- (i) The Exhibitor shall on the ticket or on the machine or clearly display at the pay box the current admission prices including reserved seat prices (if any). Ticket issuing machines (if any) at the theatre shall be locked when not in use and the keys held by the Manager or the person responsible for signing returns on the Exhibitor's behalf. In the event of a breakdown of any ticket issuing machine involving its adjustment or the realignment of tickets with the machine register, the Exhibitor shall obtain a certificate from the manufacturer or the servicing agent and

produce it to the Renter or its agents or representatives whenever required.

- (j) The Renter shall be entitled to take any reasonable steps for the purpose of satisfying itself that all matters relating to admission to the theatre are and have been regularly conducted, that returns and payments are, have been and will be duly made and that the film is and has been only exhibited and used in accordance with the Agreement and these Standard Conditions.
- (k) The Exhibitor shall permit the agents or representatives of the Renter at all reasonable times to have access to all parts of the theatre included by purchase of tickets to those parts of the theatre to which the public have access and the Exhibitor shall produce or make available to the Renter or its agents or representatives at all reasonable times on demand the tickets returns records ticket-issuing machines filed half-tickets retained by the Exhibitor in accordance with sub-clause (e) of this Condition and any other things relating to admission to the theatre and the receipts therefrom for inspection and shall permit (where appropriate) the making of copies or extracts therefrom.
- (l) The Exhibitor shall supply information and answer questions asked for or put to him by the Renter or its agents or representatives on any of the matters mentioned in sub-clauses (a) to (i) of this Condition and shall provide all facilities required to satisfy the Renter or its agents or representatives on any such matters, and to enable the Renter to carry out his rights under sub-clause (a) of this Condition shall request his employees to supply information and answer questions as aforesaid if so requested by the Renter of its agents or representatives.
- (m) The Renter has appointed KRS as its agent for all the acts and things to be done on behalf of the Renter as aforesaid and the Exhibitor shall accept as the Renter's agent any person producing evidence that he is authorised for this purpose by KRS. The appointment of KRS in no way limits or excludes the right of the Renter to act through other representatives.
- (n) The Exhibitor shall forthwith give to KRS as agent of the Renter notice of any irregularity in regard to tickets, moneys or returns which could directly or indirectly affect the interests of any renter as soon as the same becomes known to him and whether such irregularity occurs during or prior to the licence period.
- (o) If the Irregularities Committee of KRS shall appoint any accountant or other person to investigate the conduct of the business of the theatre such accountant or other person shall be entitled to the same facilities and rights as are provided for under sub-clauses (k) and (l) of this Condition as if he were the Renter.

### 3. Credit

- (a) If the words:
  - (i) 'credit five days' or
  - (ii) 'credit seven days' or
  - (iii) 'credit tenth and twenty-fourth monthly' or

(iv) 'credit tenth monthly'

or words to the like effect shall appear in the Agreement then, notwithstanding anything to the contrary contained in these Conditions, the Exhibitor shall pay the fixed licence fee plus Value Added Tax (if any) or the Renter's share (as the case may be) and any other moneys then due to the Renter whether under this Agreement or otherwise:

in case (i) not later than five days after the last day of the licence period

in case (ii) not later than seven days after the last day of the licence period

in case (iii) not later than the tenth day of the month next following if the end of the licence period is on or between the fifteenth day and last days of a month or not later than the twenty-fourth day of the same month if the end of the licence period is on or between the first and fourteenth days of that month

in case (iv) not later than the tenth day in the month next following the end of the licence period.

(b) If this Condition applies to the Agreement then in the event that:

(i) at the end of the third day (Saturday and Sunday being excluded from the calculation) before the first day of the licence period any moneys which became due from the Exhibitor to the Renter otherwise than under the Agreement shall be still owing or

(ii) at the end of such third day any moneys which became due from the Exhibitor to any other renter before such third day shall be still owing or

(iii) any cheque given in payment of any moneys referred to in (a) or (b) shall be dishonoured on or before the first day of the licence period

the Agreement may be determined by notice by letter or telegram given by the Renter or by KRS on the Renter's behalf notwithstanding that the Exhibitor shall in the meantime have paid such moneys.

#### 4. Cash in advance

In the event that:

(a) at the end of the fifth day before the commencement of the licence period (Saturday and Sunday being excluded from the calculation) any sum which shall have become due from and payable by the Exhibitor to the Renter on or before such fifth day otherwise than under the Agreement shall still remain unpaid or

(b) at the end of such fifth day any moneys which became due from the Exhibitor to any other renter within six months before such fifth day shall still be owing or

(c) any cheque given in payment of any moneys referred to in (a) or (b) shall be dishonoured on or before the third day of the licence period or

(d) the Irregularities Committee of KRS shall recommend that owing to irregularities in the conduct of the theatre or of any other theatre in the same ownership or control as the theatre it is in the best interests of renters to require payment of cash in advance.

The Renter or the KRS on the Renter's behalf by letter or telegram may require the Exhibitor to pay to the Renter not less than two days before the first day of the licence period:

- (i) the sum referred to in (a) and
- (ii) the fixed licence fee plus Value Added Tax (if any) or (if the Agreement provides for the payment of a Renter's share) such sum as the Renter shall reasonably require on account and in advance of the Renter's share (such sum to be subject to adjustment at the end of the licence period)

and in such case if the Exhibitor shall fail to make such payment the Agreement shall be automatically determined but without prejudice to the Exhibitor's liability to the Renter whether under the Agreement or otherwise.

#### **5. Sunday charity contributions**

This Clause deleted.

#### **6. Method of exhibition**

- (a) The Exhibitor shall not exhibit the film or permit the same to be exhibited except to the public at the theatre and shall exhibit the film in the usual manner on every day of the licence period permitted by law and in particular the Exhibitor shall exhibit the film in its entirety including credit titles, trade marks and censorship certificate (if any) and without any breaks or intermissions save such as are provided for by the producer of the film or the Renter and not otherwise. The Renter will use his best endeavours when so requested by the Exhibitor to obtain from the producer agreement to the inclusion of an intermission in the screening of the film, where it is licensed to play in a single feature programme.
- (b) The Exhibitor shall exhibit the film at such times as shall be agreed with the Renter. The Agreement of the Renter to a variation in such times may be sought after the signing of the Licence Agreement and shall not be unreasonably withheld. In the absence of agreement, the Exhibitor shall exhibit the film at all times during the licence period at which films would normally be exhibited at the theatres at the time of the signing of the agreement (excluding children's matinees and late night shows) and at such additional times as shall be agreed with the Renter.

#### **7. Programme**

The Exhibitor shall not exhibit the film in a programme which includes more than two feature films and supporting programme without the consent of the Renter.

#### **8. Advertising**

- (a) The Renter reserves the right to require that the Exhibitor shall not use any advertising matter in connection with the exhibition of the film except that which is approved by the Renter. The Exhibitor shall observe such conditions as to advertising matter as are binding on the Renter and communicated in writing or by means of the advertising campaign book to the Exhibitor. Unless the Renter shall otherwise direct all programmes, lobby displays, advertising and publicity issued

by the Exhibitor in connection with the exhibition of the film shall contain such reference to the Renter and the film as the Renter shall require.

- (b) The Exhibitor shall advertise the exhibition of the film at the theatre in such a manner and during such period as may be agreed with the Renter and in the absence of agreement in the manner customary with the theatre. Unless otherwise agreed the Exhibitor shall himself bear all advertising expenses.
- (c) In the event of the Exhibitor entitled to a run other than a first-run or to a run following a run at a theatre barring the theatre the Exhibitor shall not advertise or make any announcement concerning the film until after the later of the following dates: (i) the date of the commencement of the last preceding run, or (ii) the date of commencement of the run barring the theatre, or (iii) any other date specified or to be ascertained as provided in the Schedule (as to which applicable date the Exhibitor shall enquire of the Renter who shall inform the exhibitor as soon as the said date is known shall also inform the Exhibitor of any subsequent alterations of the said date) except by means of (i) announcement on the screen, (ii) programmes, leaflets and other publicity distributed within the auditorium or by post to regular patrons, (iii) announcements, photographs, posters and notice boards placed in the vestibule of the theatre in such a position that the advertisement shall not be legible from the exterior of the theatre. Inasmuch as the principal object of this Condition is the protection of the exhibition rights *inter se* of the Exhibitor and other exhibitors having under contracts similar to the Agreement successive runs of the film the following provisions shall have effect:

- (1) If the Exhibitor shall make any breach of this Condition to the detriment of any other exhibitor who may have a contract with the Renter for a prior run of the film the Exhibitor shall be liable to pay the amount of the damage suffered by such other exhibitor notwithstanding that there is no privity of contract between the Exhibitor and such other exhibitor.
- (2) If any other exhibitor with whom the Renter may have a contract for a run of the film subsequent to that of the Exhibitor shall make any breach of the Condition therein corresponding to this condition to the detriment of the Exhibitor the Exhibitor shall be entitled to damages against such other exhibitor notwithstanding that there is no privity of contract between the Exhibitor and such other exhibitor.

For the purpose of effectuating (by arbitration as hereinafter provided) the provisions of sub-clause (1) and (2) of this Condition:

- (a) In case (1) the Renter may and at the request of such other exhibitor will proceed against the Exhibitor and, as the Exhibitor hereby agrees, join in such proceedings such other exhibitors.
- (b) In case (2) the Renter will at the request of the Exhibitor proceed against such other exhibitor and may as the Exhibitor hereby agrees join in such proceedings with the Exhibitor.

In all such proceedings the Renter and the Exhibitor and such other exhibitor shall each be entitled to appoint an arbitrator but otherwise all such proceedings shall so far as practicable be taken in accordance with the provisions of Condition 27 and all parties affected shall submit to the jurisdiction and be bound by the award of the arbitrators which may be that the offending exhibitor shall pay to the complaining exhibitor the amount of damages suffered by the latter.

The Exhibitor shall pay to the Renter any legal costs incurred by the Renter in consequence of any breach by the Exhibitor of the provisions of this clause.

#### **9. Equipment and sound effects**

- (a) The Exhibitor shall maintain the equipment for picture presentation and sound reproduction installed at the theatre in good and efficient working order and condition and suitable for the picture presentation and sound reproduction of the film. The Renter shall have the right at any time to inspect the said equipment.
- (b) If the Renter has reasonable cause to consider that the said equipment is not in such order and condition as aforesaid, he shall be entitled to call upon the Exhibitor to carry out any necessary adjustments, repairs or renewals to the said equipment prior to the exhibition or further exhibition of the film.
- (c) The Exhibitor shall not permit any musical or any other sound accompaniment of any kind to be used during the exhibition of the film other than that which forms part of the film.
- (d) In the event of any breach of the Exhibitor of (a) or (c) or if the Exhibitor shall fail to carry out any necessary adjustments, repairs or renewals to the said equipment so as to restore it to good and efficient working order and condition immediately upon being called upon by the Renter so to do the Agreement shall be automatically determined but without prejudice to the Exhibitor's liability to the Renter whether under the Agreement or otherwise.

#### **10. Liquidated damages**

If the Agreement is determined under Condition 3, Condition 4 or Condition 12 the Exhibitor shall nevertheless remain liable to pay forthwith to the Renter the fixed licence fee or a sum ascertained as below mentioned in respect of the Renter's share as the case may be. In the case of a Renter's share the sum to be so paid by the Exhibitor shall be the sum which would represent the Renter's share if the film had been exhibited at the theatre during the licence period and the daily receipts at the theatre had equalled the average daily receipts thereat during the licence periods covered by the six last preceding performed agreements between the Exhibitor and the Renter under which a Renter's share and not a fixed licence fee (or rental) was payable to the Renter and which comprise the same days of the week as the licence period or if less than six such agreements shall have been performed then all such performed agreements.

## **11. Agreement as to liquidated damages**

Any sum which may become payable by the Exhibitor under Condition 10, Condition 17 or Condition 20 is agreed to constitute a genuine pre-estimate and limitation of the damage to be suffered by the Renter through the non-exhibition of the film at the theatre the precise amount of which damage it would not be possible accurately to ascertain and accordingly such sum is agreed to consist solely of liquidated damages and to contain no element of penalty.

## **12. Cancellation for defaults or irregularities**

(a) If the Exhibitor shall:

- (i) make default for seven days in complying with a notice in writing from the Renter requiring him to remedy any breach of his obligations under Condition 2(c) or
- (ii) make default for seven days in payment of any moneys owing by him to the Renter under the Agreement or
- (iii) commit any breach of his obligations under Condition 6

the Renter by giving notice in writing to the Exhibitor may determine the Agreement and also any other agreement with the Exhibitor for the licensing by the Renter of the exhibition of any cinematograph film subsisting at the date of such notice.

(b) If the Irregularities Committee of KRS shall recommend that owing to the unsatisfactory conduct of the Exhibitor's business or of the business of any other theatre in the same ownership or control as the theatre it is no longer in the best interests of renters to remain in business relations with the Exhibitor, the Renter or KRS on the Renter's behalf by giving notice in writing to the Exhibitor may determine the Agreement and also any other agreement with the Exhibitor for the licensing by the Renter of the exhibition of any cinematograph film subsisting at the date of such notice.

## **13. Barring**

The Renter

- (i) shall not authorise the exhibition of the film at any theatre mentioned in the relative column of the Schedule until after the end of the licence period and of any further period mentioned in the relative column of the Schedule excepting always prior runs (if any),
- (ii) may if a district or town is barred authorise a concurrent run at the theatre (if any) mentioned in the relative column in the Schedule,
- (iii) shall not authorise any advertising of the film (save advertising of the nature excepted in Condition 8(c)) in respect of a subsequent run at any barred theatre until after the commencement of the licensed period or such other date as may be designated as a special condition in the Schedule.

Any travelling cinema and any new building not erected or regularly used as a cinema prior to the date of the Agreement and nearer to the theatre than the theatre (or if more than one then the most distant of the theatres) mentioned in the relative column of the Schedule shall be deemed barred as if in that column mentioned.

#### **14. Runs**

If any run of the film is specified in the Schedule the same shall affect only the town or district mentioned in the relative column of the schedule and except for any prior or concurrent runs that town or district shall be deemed barred. Except as provided in the Schedule any prior run may take place at any number of theatres and for any number of days and any concurrent run for any number of days. If the Agreement is for a run other than a first-run the Exhibitor shall have no claim by reason of any prior or concurrent run not taking place.

#### **15. Restraint on performance**

- (a) If any legal proceedings shall be commenced or threatened against the Renter and the Exhibitor or either of them for the purpose of restraining the exhibition of the film at the theatre or of establishing any claim in respect of such exhibition the Exhibitor if so required by notice in writing from the Renter shall refrain from exhibiting or if exhibition has already commenced shall cease from exhibiting the film and the Renter shall use its best endeavours to license the exhibition of a substitute film but shall be under no other liability.
- (b) If any legal proceedings shall be commenced or threatened against the Renter and the Exhibitor or either of them for the purpose of establishing that the film infringes any right (other than the right to perform musical works within the repertoire of the Performing Right Society Limited) or is defamatory of any person the Renter on behalf of the Exhibitor shall conduct, defend, settle or otherwise dispose of such proceedings and (provided that the Exhibitor duly complies with all the Exhibitor's obligations under this Condition) shall indemnify the Exhibitor from all damages and costs in connection therewith.
- (c) The Exhibitor shall not communicate in any way with any party by whom any such proceedings as aforesaid shall be commenced or threatened or his agents but shall promptly transmit to the Renter any communication received by the Exhibitor from such party or his agent and shall give to the Renter all such information and assistance in his power as the Renter may require in relation to such proceedings.

#### **16. Music licence**

The Exhibitor shall be responsible for acquiring from the Performing Right Society Limited or its successors an effective licence covering the public performance at the theatre of such musical works as may be within the repertoire of that Society and which form part of the film.

#### **17. Bankruptcy or liquidation**

- (a) If the Exhibitor shall be adjudicated bankrupt or (being a company) shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if a receiver of the property of the Exhibitor or any part thereof shall be appointed or if the Exhibitor shall make any arrangement or composition with or for the benefit of his or its creditors the Renter by giving notice in writing to the exhibitor may determine the Agreement without prejudice to the rights and remedies of the Renter thereunder and in such case the Exhibitor shall nevertheless continue liable to pay the fixed licence fee or sum

representing the Renter's share (as the case may be) the sum to be so paid being ascertained (if need be) in accordance with Condition 20.

- (b) Provided nevertheless that the Renter may permit the trustee in bankruptcy or liquidator or receiver of the Exhibitor to carry out the Agreement in place of the Exhibitor upon giving such security or making such arrangements as the Renter may require for the purpose of ensuring payment to the Renter of all moneys to become payable to the Renter under the Agreement in respect of the exhibition of the film thereunder.

#### **18. Force majeure**

- (a) If the Exhibitor shall be prevented from exhibiting the film in accordance with the provisions of the Agreement and these Standard Conditions owing to any cause of whatsoever nature outside the control of the Renter or the Exhibitor as the case may be or the film shall not pass the British Board of Film Censors or the Official Censor in the Republic of Ireland or be licensed for exhibition by the local authority as the case may be the Agreement shall cease to have effect in respect only of the period during which the exhibition is so prevented or in respect of the licence period if exhibition is so prevented at the commencement of the licence period in either of which cases neither party shall be under any liability to the other party in respect of the appropriate period. Where the Agreement licenses the exhibition of the film at more than one theatre or place the prevention of the Exhibitor from exhibiting the film at one theatre or place shall not affect the Agreement so far as it relates to the exhibiting of the film at any other theatre or place.
- (b) No censorship cut shall invalidate the Agreement or give rise to any claim by the Exhibitor.

#### **19. Default by Renter**

If through any default of the Renter the film cannot be exhibited during the licence period or some part thereof such of the following provisions as shall be applicable shall have effect:

- (a) If the film shall not be exhibited at all the Renter shall pay to the Exhibitor (i) a sum equal to the deficiency (if any) in the receipts (as defined in Condition 1) from the exhibition of films at the theatre during the licence period (the Exhibitor having used his best endeavours to provide a replacement) as compared with the average daily receipts thereat from the exhibition of films under the six last preceding performed agreements (whether incorporating these Standard Conditions or otherwise) between the Renter and the Exhibitor which licensed the exhibition of a film on the same days of the week as those comprised in the licence period or if less than six such agreements shall have been performed then all such performed agreements and (ii) the cost incurred by the Exhibitor in advertising the film pursuant to Condition 8.
- (b) If the film shall be exhibited on any day during the licence period the Renter shall pay or allow to the Exhibitor a sum equal to the deficiency in the receipts mentioned in (a) above on the day or days during the licence period on which the film is not exhibited as compared with the average receipts for the corresponding day or days of the week under the

six last preceding performed agreements (or if less than six all such performed agreements) as aforesaid.

Less in either case (a) or case (b) above a sum representing (i) the fixed licence fee or a proportionate part if the Agreement provides for the payment of such fee or (ii) the Renter's share in respect of the period in question if the Agreement provides for the payment of a Renter's share. Provided always that the Renter's liability in case of default in respect of supporting programme or any part thereof shall not exceed the amount usually paid by the Exhibitor for supporting programme or an equivalent part thereof (as the case may be).

#### **20. Default by Exhibitor**

If the Exhibitor shall fail to exhibit the film on any day during the licence period in accordance with the terms of the Agreement and if the Agreement provides for the payment of a Renter's share the Exhibitor shall be deemed to have received on such day a sum equal to the average daily receipts on the days on which exhibition of the film shall have taken place and shall pay to the Renter in respect of the Renter's share for such day on which default shall have occurred a sum equal to the Renter's share of the sum so deemed to have been received and if such default shall extend to the whole of the licence period the Exhibitor shall pay to the Renter the sum which would have been payable to the Renter under Condition 10.

#### **21. Postponement**

If at the request of the Exhibitor the Renter agrees that the licence period be postponed the Exhibitor shall accept the circumstances existing at the date of commencement of the postponed licence period and shall have no claim whatever against the Renter in respect of any prior or concurrent runs resulting from the postponement which have been disclosed by the Renter prior to the Agreement to postpone by reason of the fact that owing to such postponement the Exhibitor may have the film for a run subsequent to that originally contracted for.

#### **22. Assignment by Renter**

The Renter shall be entitled to assign the benefit and burden of the Agreement to any other renter of repute who shall be capable of carrying out the terms of the Agreement without the consent of the Exhibitor but shall promptly give to the exhibitor notice in writing of any such assignment.

#### **23. Assignment by Exhibitor**

The Exhibitor shall not be entitled to assign the benefit and burden of the Agreement except with the previous consent in writing of the Renter which consent shall not be unreasonably withheld.

#### **24. Television**

- (a) Subject as below mentioned the Renter warrants that he will not authorise the televising of the film during the licence period or within three months thereafter.
- (b) The warranty contained in (a) above shall not apply to
  - (i) the televising of the film after the expiration of five years from the date of its registration under the Cinematograph Films Act or the Films Act 1960 or

- (ii) the televising of an excerpt or excerpts aggregating not more than five minutes playing time in any one programme or
  - (iii) the televising of the film if it has a playing time of thirty-three minutes or less.
- (c) If between the date of the Exhibitor's offer for the film and the first day of the licence period the film shall be televised in its entirety or the date on which the film is to be televised shall be publicly advertised the Exhibitor shall have the right by notice in writing given not later than twenty-one days after such televising and prior to the first day of the licence period to determine the Agreement and if the Exhibitor so desires to require the Renter to license the exhibition of a replacement film which the Renter shall use his best endeavours to do.
- (d) In this Condition 'televising' means the televising of the film so that it shall be visible and audible over a television service transmitted from any part of Great Britain and Northern Ireland or the Republic of Ireland by the general public (without separate payment for the particular programme or period of viewing) and 'televised' has a corresponding meaning.

## 25. Ireland

These Standard Conditions shall apply to Agreements for the licensing of the exhibition of a film or films in a theatre situate in Northern Ireland or the Republic of Ireland subject to the following modifications:

- (a) The Renter may at any time not less than six months before the first day of the licence period by notice in writing to the Exhibitor cancel the Agreement.
- (b) Condition 5 shall not apply and all references to it shall be disregarded.
- (c) The reference to levy payable under section 2 of the Cinematograph Films Act 1957 shall be disregarded.
- (d) In relation to Agreements for the licensing of the exhibition of a film or films in the Republic of Ireland the words 'HM Customs and Excise' in Condition 2(f) shall be understood to mean the Authority in the Republic of Ireland responsible for the collection of tax on admission to theatres.

## 26. Interpretation etc

- (a) The Agreement shall be governed by the laws of England and shall be deemed to have been entered into at the Head Office in England of the Renter.
- (b) No granting of time or indulgence by the Renter to the Exhibitor shall prejudice the Renter's rights.
- (c) The Agreement shall be deemed to be a separate contract in respect of each licensed programme if more than one programme is mentioned in the Schedule or in respect of each film forming part of a programme if the exhibition of a complete programme is not licensed by the Agreement.

## **27. Arbitration**

Subject as below provided any dispute or question which may arise concerning the construction, meaning or effect of the Agreement or concerning the rights and obligations under the Agreement of the parties or either of them or otherwise howsoever arising out of or in connection with the Agreement shall be referred to a single arbitrator if the parties can agree upon one and otherwise to two arbitrators one to be appointed by the Renter and the other by the Exhibitor and in the event of such arbitrators failing to agree to an independent umpire appointed by those arbitrators and pursuant to any legislation relating to arbitration for the time being in force in the territory in which the theatre is situate. Provided that notwithstanding the foregoing provision for arbitration the Renter shall be entitled to recover by legal proceedings any moneys which are due to the Renter from the Exhibitor under the Agreement and either party shall be entitled to take such steps as are necessary to obtain an injunction to restrain any breach or threatened breach of the Agreement by the other.

28. Nothing in the Agreement shall entitle the Exhibitor to be supplied with or in any way concern a print of the film or to be supplied with advertising material or any other goods required for the exhibition of the film.

A copy of these Standard Conditions will be kept at the Head Office and at every Branch Office of the Renter and also at the office of KRS and will be available for inspection by the Exhibitor during normal business hours.

## Index

- ABPC, *see* Associated British Picture Corporation Ltd
- ACTT, *see* Association of Cinematograph, Television and Allied Technicians
- Alignments  
between distributors and exhibitors:  
conclusions and recommendations of the report, 8.4, 8.13–8.23, 8.31, 8.36, 8.24–8.44, 8.67, 8.76  
of distributors, 2.27–2.29; effect on cinemas, 2.28
- Allocation of product  
background, 2.56–2.69  
conclusions and recommendations of the report, 8.65, 8.77  
procedures for settling disputes, 2.67–2.69, Appendix, 2.7
- Anglo Amalgamated (Film Distributors) Ltd, 4.3(b)
- Anglo-EMI Distributors Ltd, 4.3(b), 4.3(d)
- Appeals Tribunal  
conclusions and recommendations of the report, 8.58–8.60, 8.77  
procedures, 2.67–2.69  
terms of reference, Appendix 2.7
- Arts Council of Great Britain  
evidence, 1.3  
views, 6.27
- Associated British Cinemas Ltd, 4.3(c)
- Associated British Pathe Ltd, 4.3(b)
- Associated British Picture Corporation Ltd  
becomes part of the Thorn EMI Group, 4.2–4.4
- Association of Cinematograph, Television and Allied Technicians  
views on the present system of distribution and exhibition, 6.28
- Association of Independent Cinemas  
consultation with other associations for revision of the Standard Conditions (5.6), 5.14; membership, 2.26; objectives and organisation, 5.13–5.14; oral evidence, 1.3; relationship to the Cinematograph Exhibitors' Association, 5.13; views on difficulties in the present system of distribution and exhibition, including suggestions for improvement, 6.10–6.13; views on the barring system, 8.26
- Association of Independent Producers  
oral evidence, 1.3  
views on difficulties in the present system of distribution and exhibition, 6.2–6.4; suggestions for improvement, 6.4
- Association of Specialist Cinemas  
membership, 2.26
- Background to the report, 2.1–2.69
- Barring system  
conclusions and recommendations of the report, 8.5, 8.24–8.33, 8.49, 8.61, 8.76  
distributing films to cinemas, 2.36–2.39  
procedures for settling disputes, 2.67–2.69, Appendix 2.7
- Bars, *see* Barring System
- BFI, *see* British Film Institute
- Break figures  
in licence fee arrangements, 2.51–2.55
- British Federation of Film Societies  
membership, 2.26
- British Film Institute  
evidence: 1.3; quoting difficulties in the present system of distribution and exhibition, 6.16–6.19; including reference to monopolistic tendencies in the industry, 6.16; suggestions for improvement, 6.20  
support for film societies and regional film theatres, 2.26
- British Lion Films Group  
acquisition by EMI, 4.3(e)
- Caledonian Associated Cinemas PLC  
activities, 4.35
- Cannon Classic Cinemas Ltd  
activities, 4.33  
company development since 1930, 4.32  
market share, 8.11
- CEW, *see* Columbia-EMI-Warner Distributors Ltd
- CFC, *see* Cinematograph Films Council
- CIC, *see* Cinema International Corporation NV
- CIC (UK), *see* Cinema International Corporation (UK)
- Cinema International Corporation NV, 3.18–3.19
- Cinema International Corporation (UK)  
calculation of market share in determining the existence of a monopoly situation, 8.3  
distribution methods, 3.25–3.26  
film hire payments received, 3.23–3.24  
financial results, 3.28  
membership of the Society of Film Distributors, 3.27  
number of films distributed, 3.22
- Cinemas  
allocation of product, 2.56–2.69  
barring system, 2.36–2.39  
conclusions and recommendations of the report: alignments, 8.16–8.23, availability of prints, 8.40–8.41, barring system, 8.5, 8.24, 8.27–8.28, 8.32; market shares, 8.11–8.12; release strategy, 8.39–8.49; situation of the industry in Great Britain, 8.6–8.13; standard conditions, 8.71–8.72;

---

*References are to paragraph numbers, not page numbers*

- Cinemas—*continued*  
 undertakings given by EMI and Rank, 8.68; views of Association of Independent Cinemas and independent exhibitors on the barring system, 8.26–8.31  
 decline in the industry, 2.8–2.16, 2.22, 8.6–8.9  
 distribution of films, 2.28  
 exclusive runs in film distribution, 2.41–2.50, Appendix 2.4; when barred by central cinemas, 2.44, Appendix 2.5, Appendix 2.6  
 licence agreements, 2.36–2.37  
 licence fees payable to distributors, 2.51–2.55  
 methods of film release by major distributors, 2.30–2.35  
 multi-screen, 2.23, 4.6, 4.22  
 solo cinemas: role in film distribution, 2.28–2.29
- Cinematograph Exhibitors' Association of Great Britain and Ireland  
 membership, 2.26  
 objectives and organisation, 5.10–5.11  
 views on the Standard Conditions of the Kinematograph Renters' Society (5.6), 5.12
- Cinematograph Films Council  
 evidence and recommendations, 1.3, 6.25; recommendation from four independent members of CFC, 6.26
- Classic, *see* Cannon Classic Cinemas Ltd
- Columbia-EMI-Warner Distributors Ltd  
 areas of activity, 3.4–3.6  
 company distribution alignment, 2.27–2.28, 3.15  
 company formation with EMI Films Ltd, 4.3(f)  
 conclusions and recommendations of the report, 8.3–8.5, 8.16, 8.25–8.28, 8.36–8.38, 8.42–8.43, 8.47, 8.53–8.57, 8.76, 8.78  
 exclusive runs in film distribution, 2.41–2.42, Appendix 2.4  
 film hire: factors involved in calculating returns, 3.10–3.13; licensing procedures, 3.14; payments received, 3.7–3.9  
 financial results, 3.17  
 history, 3.3  
 membership of the Society of Film Distributors, 3.16  
 monopoly situation: conclusions of the report, 8.3–8.5, 8.53, 8.76  
 monopoly situation: provisional conclusion of the report, 1.4  
 views expressed including response to questions posed by the Commission:  
 on alignment, 7.3–7.4, 7.6–7.7, 7.12; on barring, 7.7; on cinema admission charges, 7.5;
- Columbia-EMI-Warner Distributors Ltd  
 —*continued*  
 on distribution, 7.2; on monopoly position in relation to SFD's Standard Conditions, 7.13;  
 on patterns of release, 7.8–7.11
- Complex monopoly situation, *see* Monopoly situations
- Conclusions and recommendations of the report, 8.1–8.78
- Department of Trade  
 evidence, 1.3
- Distribution  
 alignment of companies, 2.27  
 barring system of films to cinemas, 2.36–2.39  
 company activities, 2.18–2.20  
 conclusions and recommendations of the report, 8.1–8.78  
 costs, 2.57–2.66  
 market share of film distributing companies, 3.1–3.2  
 methods of film release by major distributors, 2.30–2.35; conventional release, 2.33; limited release, 2.34; mass release, 2.31; slow play-off, 2.34; television area release, 2.32
- Society of Film Distributors, 2.21
- Distributors, 3.1–3.31
- EMI  
 becomes part of Thorn EMI PLC, 4.3(g)
- EMI Cinemas Ltd  
 barring practices, 4.7  
 company activities, 4.4–4.6  
 company development since 1966, 4.3  
 company distribution alignment, 4.8  
 conclusions and recommendations of the report, 8.3–8.5, 8.15–8.18, 8.21–8.25, 8.31, 8.34–8.37, 8.42–8.45, 8.55, 8.66–8.68, 8.76–8.78  
 financial results, 4.12–4.14  
 market share, 8.11–8.12  
 membership of the Cinematograph Exhibitors' Association, 4.9  
 monopoly situation: conclusions of the report, 8.3–8.5, 8.21, 8.44, 8.76  
 monopoly situation: provisional conclusion of the report, 1.4  
 payments made to distributors, 4.10–4.11  
 relationship to parent company, 4.4  
 views expressed, including response to questions posed by the Commission: on ad hoc bidding for films, 7.30, 7.33; on alignment, 7.27–7.32, 7.36–7.37; on allocation of product 7.40; on barring, 7.35–7.37; on break figures, 7.41; on cinema ownership, 7.34; on patterns of release, 7.37–7.39; on

EMI Cinemas Ltd—*continued*

Standard Conditions, 7.43; on Trade Disputes Committee and the Appeals Tribunal, 7.42

EMI Elstree Studios Ltd, 4.4

EMI Film Distributors Ltd, 4.3(d), 4.3(e)

EMI Films Ltd

film production and distribution role, 4.3(e)  
formation of Columbia-EMI-Warner Distributors Ltd, 4.3(f)  
position within Thorn EMI PLC, 4.4

Evidence

sources, 1.3

Exhibition

associations, 2.26

background, 2.22–2.26

Cinematograph Exhibitors' Association, 2.26

company ownership of cinemas and screens, 2.24–2.25

conclusions and recommendations of the report, 8.1–8.78

Exhibitors

exhibiting companies, 4.1–4.37

financial results for 1979 and 1980 of companies other than EMI and Rank, 4.36–4.37

market situation, 4.1

Films

alignment of distributors, 2.27–2.29

background, 2.1–2.16

barring system of distribution to cinemas, 2.36–2.39

conclusions and recommendations of the report, 8.1–8.78

delayed releases of popular films to exhibitors other than EMI and Rank: conclusions and recommendations of the report, 8.34–8.51

delayed releases to subsequent-run cinemas, 2.40–2.50

distributing companies, 3.1–3.31

distribution, 2.17–2.21

distribution costs, 2.57–2.66

exhibiting companies, 4.1–4.37

exhibition, 2.22–2.26

*Films: a Report on the Supply of Films for Exhibition in Cinemas; 1966–67, HC 206, 2.1–2.5, Appendix 2.1; establishment of the Trade Disputes Committee and Appeals Tribunal, 2.67, Appendix 2.7; undertakings, Appendix 2.1, Annex A; Appendix 2.1, Annex B; Appendix 2.1, Annex C*

long runs, 2.40

market share of distributing companies, 3.1–3.2

methods of film release by major distributors, 2.30–2.35, 2.45

Films—*continued*

prints availability, 2.46–2.50; conclusions and recommendations of the report, 8.40–8.41, 8.47

Fox-Rank Distributors, Ltd, 3.30

Independent exhibitors

complaints quoted in evidence submitted on the present system of distribution and exhibition, 6.14; suggestions for improvement, 6.15

Independent Film Distributors Association

views on difficulties in the present system of distribution, 6.6–6.8; suggestions for improvement, 6.9

Individual producers

views on difficulties in the present system of distribution and exhibition, including reference to monopolistic practices, 6.5

Kinematograph Renters' Society Ltd

former name of the Society of Film Distributors Ltd, 5.2

Standard Conditions for licensing the commercial exhibition of a film or films (adopted by the Council on 14 January 1960, revised 12 January 1961 and May 1973), 5.6, Appendix 5.1

Licences

break figures in licence fee arrangements, 2.51–2.55

fees payable to distributors, 2.51–2.55

Metro-Goldwyn Mayer Film Co, 3.18

MGM, *see* Metro-Goldwyn Mayer Film Co.

Monopolies and Mergers Commission

conclusions and recommendations of the report, 8.1–8.78

*Films: a Report on the Supply of Films for Exhibition in Cinemas; 1966–67, HC 206, 2.1–2.5, Appendix 2.1; Appendix 2.1, Annex A; Appendix 2.1, Annex B; Appendix 2.1, Annex C; 2.20, 2.41, 2.56, 2.67, Appendix 2.7; 4.1, 4.16, 5.5, 6.15, 7.18–7.19, 7.32, 8.6–8.7, 8.66–8.68, 8.71*  
terms of reference, 1.1–1.2

Monopoly situations

existence: 1.4, 8.1–8.5, 8.14, 8.18, 8.21, 8.23, 8.31, 8.44–8.45, 8.52–8.57, 8.76, 8.78

National Association of Theatrical Television and Kine Employees

views, 6.28

National Film Finance Corporation

evidence quoting difficulties in the present system of distribution and exhibition, 6.21–6.23; suggestions for improvement, 6.24

oral evidence, 1.3

---

*References are to paragraph numbers, not page numbers*

- NATTKE, *see* National Association of Theatrical Television and Kine Employees
- NFFC, *see* National Film Finance Corporation
- Paramount Pictures Corporation  
ownership of film distributors, 3.19–3.20
- Pinewood Studios Ltd  
responsibilities within The Rank Organisation, 4.17
- Prints  
availability, 2.46–2.50  
conclusions and recommendations of the report, 8.40–8.41, 8.47
- Public interest  
conclusions of the report, 8.14, 8.21, 8.25, 8.31, 8.43–8.44, 8.52, 8.55–8.57, 8.76
- Rank Advertising Films Ltd  
responsibilities within The Rank Organisation, 4.17
- Rank Film Distributors Ltd  
distribution of Twentieth Century-Fox films, 3.30  
responsibilities within The Rank Organisation, 4.17
- Rank Film Laboratories Ltd  
responsibilities within The Rank Organisation, 4.17
- Rank Leisure Ltd  
alignment with distributors, 4.26  
conclusions and recommendations of the report, 8.3–8.5, 8.15–8.18, 8.21–8.25, 8.31, 8.34–8.37, 8.42–8.45, 8.55, 8.57, 8.66–8.68, 8.76–8.78  
film hire payments, 4.27–4.28  
financial results, 4.29–4.31  
market share, 8.11–8.12  
monopoly situation: conclusions of the report, 8.3–8.5, 8.21, 8.44, 8.76,  
responsibilities within The Rank Organisation, 4.17  
structural changes since 1966, 4.16–4.17  
views expressed including response to questions posed by the Commission: on advantages of a large cinema circuit, 7.55; on alignment, 7.45–7.49; on barring, 7.50–7.51; on break figures, 7.56; on competitive pressures, 7.44; on patterns of release, 7.51–7.54; on Standard Conditions, 7.58; on Trade Disputes Committee and the Appeals Tribunal, 7.57
- Rank Organisation PLC  
barring practices, 4.23  
booking of films for the group's cinemas, 4.24  
cinema operating activities, 4.20–4.22  
film activities: financial situation, 4.19  
history to 1966: *Films: a report on the supply of films for exhibition in cinemas; 1966–1967*, HC 206, Appendix 6
- Rank Organisation PLC—*continued*  
membership of the Cinematograph Exhibitors' Association, 4.25  
monopoly situation: provisional conclusion of the report, 1.4  
organisation and relationship with subsidiaries, 4.17  
share capital, 4.18
- SFD, *see* Society of Film Distributors Ltd
- Society of Film Distributors Ltd  
allocation of product, 2.56, 2.68  
conclusions and recommendations of the report on the Standard Conditions, 8.33, 8.69–8.75  
distribution, 2.21  
monopoly situation: provisional conclusion of the report, 1.4  
objectives and organisation, 5.2–5.4  
recommendations made and observed by its members, 5.5–5.7; relationship to the Fair Trading Act 1973, 5.8; similarity with statement expressed during the previous inquiry, conducted under the Monopolies and Restrictive Practices (Inquiry and Control) Act 1948, 5.9; statement of reply from the Commission, 5.9
- Solo cinemas, *see* Cinemas
- Standard Conditions of the SFD  
conclusions and recommendations of the report, 8.32–8.33, 8.69–8.75
- Star Group of Companies Ltd  
activities, 4.34  
market share, 8.11
- Terms of reference, 1.1–1.2
- Thorn Electrical Industries Ltd, 4.2
- Thorn EMI Group, 4.2
- Trade Associations, 5.1–5.14
- Trade Disputes Committee  
conclusions and recommendations of the report, 8.49, 8.58–8.65, 8.77  
procedures, 2.67–2.69  
terms of reference, Appendix, 2.7
- Trade Union Congress  
views, 6.28
- Twentieth Century-Fox Film Company Ltd  
distribution, 3.29–3.30  
membership of the Society of Film Distributors, 3.31
- UA, *see* United Artists Corporation
- UIP, *see* United International Pictures BV
- UIP, *see* United International Pictures (UK)
- Undertakings  
conclusions and recommendations of the report, 8.66–8.68, 8.77
- United Artists Corporation, 3.18
- United International Pictures BV, 3.18, 3.20–3.21

---

*References are to paragraph numbers, not page numbers*

**United International Pictures (UK)**

conclusions and recommendations of the report, 8.3-8.4, 8.5, 8.16, 8.25-8.28, 8.36-8.38, 8.42-8.43, 8.47, 8.53-8.57, 8.76, 8.78

exclusive runs in film distribution, 2.41-2.42, Appendix 2.4

formation, 3.18, 3.20

monopoly situation: conclusions of the report, 8.3-8.5, 8.53, 8.76

monopoly situation: provisional conclusion of the report, 1.4

views expressed, including response to questions posed by the Commission: on alignment, 7.16-7.18; on barring, 7.19; on exhibitors' break figures, 7.24-7.25; on market power, 7.15; on patterns of release, 7.20-7.23; on reducing overhead costs, 7.14; on Standard Conditions, 7.26

**UK Film Distributors Ltd**

formation, 3.29-3.30

membership of the Society of Film Distributors, 3.31

role in concentration in the distribution sector, 8.56

**Views**

of the main parties, 7.1-7.58

on the present system of distribution and exhibition, 6.1-6.28

**Walt Disney Productions Ltd**

distribution, 3.29-3.30

membership of the Society of Film Distributors, 3.31

Warner Brothers-Seven Arts Inc., 4.3(a)

---

*References are to paragraph numbers, not page numbers*

