

BY THESE PRESENTS made the _____ day of 1958
BRITISH EMPIRE AND COMMONWEALTH GAMES (WALES) LIMITED of
64, St. Mary's Street Cardiff (hereinafter called "the
Sponsors" which expression shall include where appropriate
the Company's representatives servants and agents) GRANT
FULL AND FREE LEAVE AND LICENCE to THE NEWSREEL ASSOCIATION
OF GREAT BRITAIN AND IRELAND LIMITED of Nagcreno House
Soho Square London (hereinafter called "the Association"
which expression shall include where appropriate the
Association's members and its and their representatives
servants and agents) to take cinematograph films of and at
the Sixth British Empire Games commencing at Cardiff on the
Eighteenth day of July One thousand nine hundred and fifty-eight

The terms and conditions of the Licence are:

1. The films taken shall be and shall only be exhibited as Newsreels
2. The right to take films shall include the right to conduct interviews by arrangements with Stewards whom the Sponsors will keep available for this purpose.
3. The Sponsors will make available to the Association the facilities set out in the Schedule hereto. The Association shall on demand refund the actual cost to the Sponsors of providing the facilities if estimates have previously been submitted to and approved by the Association. In so far as any seat is occupied or obstructed by or as a result of the use of any of the facilities, the Association shall pay the price thereof (less tax) but the Sponsors will do their best to dispose of any such seats during ~~ix~~ any period they are not required by the Association and will credit the Association with any moneys so obtained.
4. The Association shall not use the films as advertising media.

5. The films taken and the copyright therein shall be and remain the absolute property of the Association which (subject as hereinafter mentioned) shall have the right to distribute and use the films throughout the world (but for exhibition by cinematograph projectors only and not by television) and to keep and use copies as library material but

(a) the Association will provide the Sponsors free of charge with a ~~negative~~ ^{MAJESTIC} of all usable film (whether actually included in an issued newsreel or not) and the Sponsors may utilise this for the making of prints for exhibition throughout the world by cinematograph projection to non-paying audiences though not otherwise, and

(b) the Association shall not at any time without the Sponsors' consent use or distribute for exhibition lengths of film exceeding 250 feet in any one newsreel

6. The Sponsors shall not permit to be taken for professional purposes of or at the Games any cinematograph films other than those hereby authorised and a film for the Central Office of Information, an Official Film of the Games, a film of events for the private use of the Amateur Athletic Association, and the television news films of The British Broadcasting Corporation, Independent Television News Limited, United Press Association of America, and British Commonwealth News Film Agency Limited.

7. The Association shall not interfere with the carrying on of the Games or cause distraction to competitors or officials and will do its best to co-operate with the various other parties filming at the Games so as to ensure minimum interference with the requirements of each of them.

8. The Association will observe all bye-laws regulations and other restrictions imposed on the Sponsors of which written notice shall have been given to the Association.

9. The Sponsors and the officials and competitors at the Games shall not in any circumstances be liable to the Association for any loss or damage or injury howsoever sustained unless due to negligence or faulty workmanship in the provision of the beforementioned facilities and the Association will indemnify them (a) against all claims made against them on any account save as aforesaid by the representatives agents or servants of the Association or its members and (b) against all claims made against them by third parties for loss damage or injury occasioned in any minor howsoever by the Association.

10. The Sponsors do not warrant that the Games will be held in the period commencing on the Eighteenth day of July 1958 or at all and shall not be liable to the Association if they are not so held but the Association shall in any event pay to the Sponsors all sums which may be due under the provision of Clause 3 hereof

11. All disputes arising hereunder shall be decided in accordance with the provisions of the Arbitration Act 1950 by a single arbitrator to be nominated (in default of agreement between the parties) by the President for the time being of the Law Society

IN WITNESS whereof the parties hereto have hereunto caused their respective Common Seals to be affixed the day and year first before written

THE SCHEDULE

(This will be the Schedule of Facilities

attached to our original Draft Agreement) D.H.&B.

Scaled with the Common Seal of
British Empire and Commonwealth
Games (Wales) Limited in the
presence of:)

Scaled with the Common Seal of
The Newsreel Association of
Great Britain and Ireland
Limited in the presence of)