



BEYOND PARADISE SERIES 4

From: **RED PLANET (BEYOND 4) LIMITED** including all successors in title, licensees and assigns, whose principal place of business is at Elm Yard, 10-16 Elm Street, London, WC1X 0BJ ("**the Company**")

To: Saltash Town Council, The Guildhall, 12 Lower Fore Street, Saltash, Cornwall, PL12 6JX ("**you**"/"**your**")

Date: 28th July

Dear Freya Pretty

Re: "BEYOND PARADISE SERIES 4" - LOCATION AGREEMENT

You hereby grant (and warrant that you are entitled to enter into this Agreement and to grant) to the Company and any persons authorised by the Company the non-exclusive right during the Period defined below to enter upon the premises/property at 'Churchtown Allotments, Farm Lane, Saltash, PL12 4AP' ("**the Property**") for the purposes of filming, photographing and recording all or any part of the interior, the exterior and the contents of the Property and for such purpose to bring onto and into the Property such persons, vehicles, props and equipment as the Company may deem appropriate in connection with the production of a television series provisionally entitled "**BEYOND PARADISE SERIES 4**" ("**the Programme**"), which the Company proposes but does not undertake to produce, under the following terms and conditions:

1. The Property shall be available to the Company for the following Period(s):
 - (a) for all preparation and set up work in respect of the filming of the Programme from **0800** on **28/07/25** until **1700** on **28/07/25** and **0800** on **28/07/25** until **1600** on **28/07/25** (inclusive);
 - (b) for the filming of the Programme from **0700** on **30/07/25** until **2000** on **30/07/25** (inclusive); and
 - (c) for re-instatement of the Property from **0800** on **31/07/25** until **1700** on **31/07/25** (inclusive); and
 - (d) such other days or half days as may be mutually agreed by the parties in good faith

(together, **the Term**).
2. All rights in the films, photographs and recordings made and/or taken by the Company at the Property shall vest in the Company and the Company shall be entitled to assign, license and/or exploit the same by any and all means and in any and all media in perpetuity as the Company may at the Company's absolute discretion elect. The Company may make changes, additions and alterations in and to the Property (including removing furnishings, fixtures and contents) PROVIDED THAT (i) such changes shall be of a temporary nature only and (ii) the Company shall restore the Property to the same condition as existed immediately prior to the commencement of the Period (unless otherwise agreed by you in writing). The Company shall be entitled to represent the Property as being either a real place or a fictional place or to refer to the Property (including any business or company operating from the Property) by its true name (which shall include the right to use any signage, emblems, logos and trade-marks associated with the Property or any business or company operating from the Property) or by a fictitious name or not to refer to the Property (including any business or company operating from the Property) by name according to the requirements of the story of the Programme and shall have no obligation to you to include any or all of such films, photographs or recordings in the Programme (or any related audio-visual production) or to exploit the same or the Programme in which the same are included.
3. The Company shall indemnify you against any damage which may be caused to the Property by the negligent act of the Company or the Company's employees up to the value of £10,000,000 PROVIDED ALWAYS THAT (a) you notify the Company immediately of any third party claims as soon as they come to your notice and (b) the Company may assume the conduct of any proceedings arising therefrom.

**IF YOU HAVE NOT RECEIVED PAYMENT WITHIN 30 DAYS PLEASE CONTACT
KIM DYER (BEYONDPARADISE.ACCOUNTS@REDPLANETPICTURES.CO.UK)
MARK STRAINGE (MARK.STRAINGE@REDPLANETPICTURES.CO.UK)**



4. In full consideration of all rights and benefits hereby granted by you to the Company, the Company shall pay to you the following sums, managed by The Company, to be distributed between Churchtown Allotment holders as compensation, following receipt of a valid invoice:
 - (a) **£1632** (together with VAT thereon, if applicable) (**£1032 per filming day, £200 per prep and reinstatement day**) in respect of the period referred to in paragraph 2(i) above, which shall be payable as to **up to one week after filming**; and
 - (b) in respect of any additional days or half days agreed pursuant to paragraph 2(ii) above, a sum calculated at the rate of **£1032** per day (or **£200** per half day) (together with VAT thereon if applicable) for each such additional day or half-day, which shall be payable as to **up to one week after filming** (together, "**the Fee**").
5. Furthermore in the event that the Company films further series of the Programme, you grant us the continuing running option to film at and use the Property, for as long as you have the legal right to grant the Company this right, for the production of further episodes and series of the Programme, on the same or similar terms as agreed herein, in return for a further "series on series" uplift fee of maximum three percent (3%) ("**Further Series Fee**").
6. You warrant that you (or any person for whom you are responsible) shall keep confidential and not disclose or supply to any third party or the public at large (other than as required by law) any information (including, but not limited to, the names of any personnel engaged in connection with the Programme), recordings, photographs or any other material whatsoever relating to the Programme or the Company's activities at the Property.
7. You warrant that you will indemnify and shall keep the Company indemnified from and against all claims, demands, actions, proceedings, costs, damages, losses and expenses (which shall include any legal costs, expenses and any VAT thereon) whether suffered or incurred directly or indirectly by the Company or any compensation paid or agreed to be paid by the Company to any third party arising out of or in connection with any breach, non-performance or non-observance by you of any of your obligations under this Agreement.
8. In the event of any breach hereunder by the Company, you hereby agree that (a) your remedies shall be limited to the right (if any) to claim for damages actually suffered by you and (b) you shall not be entitled to rescind this Agreement or to seek to injunct, restrain, inhibit, enjoin or otherwise prevent the development, financing, production, distribution, exhibition or other exploitation of the Programme (including advertising and publicity relating to the Programme) and any allied and ancillary rights therein.
9. The Company shall be entitled to assign and/or license this Agreement and all or any other rights granted hereunder in whole or in part to any third party.
10. This Agreement represents the entire agreement between the parties in respect of its subject matter and replaces any previous agreement(s) relating to the subject matter and may be varied only in writing signed by the parties.
11. This Agreement and any related dispute or claim (whether contractual or non-contractual) shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably submits for all purposes in connection with this Agreement (including any disputes or claims) to the exclusive jurisdiction of the English courts.
12. (The "Property") acknowledges drone filming in its airspace of the event, and that its people and branding and property may be caught in the film, and they grant permission and a full release of this footage to be used in the Series.

Kindly indicate your acceptance of the foregoing by signing and returning to the Company the enclosed duplicate of this Agreement.

Yours faithfully
Grace Carr

for and on behalf of
RED PLANET (BEYOND 4) LIMITED

Read and agreed by

Freya Pretty

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BANK DETAILS

Name on account: _____
(Please double check name matches as this will result in rejected payment from bank)

Sort Code: _____//_____//_____

Name of Bank: _____

Account Number: _____

LOCATION TEAM USE ONLY – **Please ensure a PO is raised and Grace Carr is aware of this payment.**

This payment was agreed by: _Grace Carr_____(Location Team Member)

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