

## **Location Agreement**

**Dated 31 March 2026**

- (1) c2c Railway Limited**
- (2) Production Company Full Legal Name**

This LOCATION AGREEMENT is dated

2026

**Between**

- (1) **c2c Railway Limited (trading as c2c)** a company incorporated in England and Wales with company number 04659669 and having its registered office at 7<sup>th</sup> Floor, Centennium House, 100 Lower Thames Street, London, EC3R 6DL (the "Owner"); and
- (2) **[Production Company Full Legal Name]** a company incorporated in England and Wales with company number [XXXXXX] and having its registered office at [Address] (the "Production Company").

**Background**

- (A) The Owner agrees to make the Location available to the Production Company for the Purpose on the terms set out in this agreement.

**It is agreed** as follows:

**1 Definitions and interpretation**

**1.1 Definitions**

In this agreement:

1.1.1 The following terms have the following meanings:

**"Access and Application Manual"** means the access and application manual set out in Schedule 3 (Access and Application Manual);

**"Additional Costs"** means any additional costs in relation to the Location hire (other than the Fee) identified as such in Schedule 1 (Contract Particulars);

**"Additional Shooting Period"** has the meaning given to it in clause 3.3;

**"Anti-Bribery Policies"** has the meaning given to it in clause 17.1.3;

**"Anti-Bribery Requirements"** has the meaning given to it in clause 17.1.1;

**"Anti-Slavery Policies"** has the meaning given to it in clause 17.4.2;

**"Anti-Slavery Requirements"** has the meaning given to it in clause 17.4.1;

**"Applicable Law"** means the laws of England and Wales and of the European Union and any other laws or regulations, regulatory policies, guidelines or industry rules, which apply to this Agreement;

**"Business Days"** means a day other than a Saturday, Sunday or a public holiday in England, when banks in London are open for business;

**"Commencement Date"** means the date of this agreement;

**"Confidential Information"** means information of a confidential or sensitive nature concerning the business, affairs, customers, clients or suppliers of a party or of any member of its Group, including information relating to a party's operations, processes, plans, product information, know-how, Intellectual Property Rights and market opportunities (and, in the case of the Owner, includes the terms of, and any information relating to, the Franchise Agreement);

**"Data Protection Legislation"** means the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic

Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (*SI 2426/2003*) and, from the date on which it comes into force and for so long as it is in force, the Data Protection Regulation, and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the UK Information Commissioner and, from the date on which it comes into force and for so long as it is in force, the General Data Protection Regulation (Regulation (EU) 2016/679);

<b>"Entry and Exit Points"</b>	means the entry and exit points for accessing the Location specified in Schedule 1 (Contract Particulars);
<b>"Excluded Areas"</b>	means any area or part of the Location where access by the Production Company is not permitted, as specified in Schedule 1 (Contract Particulars);
<b>"Fee"</b>	means the fee payable by the Production Company to the Owner in connection with this agreement, as specified in Schedule 1 (Contract Particulars);
<b>"Franchise Agreement"</b>	means the franchise agreement dated 15th July 2014 entered into between the Secretary of State and C2C (as amended from time to time) relating to the Essex Thameside franchise;
<b>"Group"</b>	means, in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;
<b>"Location"</b>	means the location specified in Schedule 1 (Contract Particulars), which shall include all interiors and exteriors thereof and all contents, fixtures, fittings and equipment of any nature in, on and around the property other than the Excluded Areas;
<b>"Location Safety Policy "</b>	means the Owner's safety policy in respect of the Location as set out in Schedule 3 (Location Safety Policy);
<b>"Intellectual Property Rights"</b>	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>"Location Modifications"</b>	means the temporary modifications to the Location specified in Schedule 1 (Contract Particulars);
<b>"Off-Peak Times"</b>	means the hours of 09.30 to 15.30 and 20.30 to 22.00 on Monday to Friday and any time on Saturday, Sunday and any public holiday in England;
<b>"Owner's Personnel"</b>	means any of Owner's employees, agents or subcontractors;
<b>"Parking and Traffic Conditions"</b>	means the parking and traffic conditions specified in in Schedule 1 (Contract Particulars);
<b>"Peak Fee"</b>	has the meaning given to it in clause 4.5;
<b>"Peak Times"</b>	means the hours of 06.00 to 09.30 and 15.30 to 20.30 on Monday to Friday (excluding public holidays in England);

<b>"Production"</b>		means the film, television or other production specified in Schedule 1 (Contract Particulars);
<b>"Production Personnel"</b>	<b>Company's</b>	means any of Production Company's employees, agents or subcontractors;
<b>"Purpose"</b>		means, at the Location and exclusively in connection with the Production: (a) art preparation and set dressing; (b) rehearsal; (c) filming, photography and recording; and (d) any Special Activities;
<b>"Recordings"</b>		has the meaning given to the term in clause 7.1.
<b>"Responsible Person"</b>		means the authorised representative of the Owner for the purposes of matters arising in connection with clause 8.4;
<b>"Responsible Person Costs"</b>		means the costs in connection with the Responsible Person specified in Schedule 1 (Contract Particulars);
<b>"Safety Conditions"</b>	<b>Specific</b>	means any specific safety conditions in respect of the Location (which, for the avoidance of doubt, are additional to the Location Safety Policy) specified in Schedule 1 (Contract Particulars);
<b>"Safety and Environmental Rules"</b>		means the Owner's safety and environmental rules set out in Schedule 3 ( <i>Safety and Environmental Rules</i> ) and all policies referred to therein;
<b>"Security Deposit"</b>		means the security deposit specified in Schedule 1 (Contract Particulars);
<b>"Shooting Period"</b>		means the period during which the Production Company is utilising the Location for the Purpose as specified in Schedule 1 (Contract Particulars);
<b>"Shooting Times"</b>		means the times during the Shooting Period during which the Production Company is utilising the Location for the Purpose as specified in Schedule 1 (Contract Particulars);
<b>"Special Activities"</b>		means the activities specified in Schedule 1 (Contract Particulars);
<b>"Special Conditions"</b>		means the conditions specified in Schedule 1 (Contract Particulars);
<b>"VAT"</b>		has the meaning given to the term in clause 4.2; and
<b>"Works"</b>		has the meaning given to the term in clause 7.1.

## 1.2 Interpretation

- 1.2.1 The Background and Schedules form part of this agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this agreement includes the Background and Schedules.
- 1.2.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.2.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other gender.

- 1.2.6 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.2.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.2.8 A reference to writing or written excludes fax and email.
- 1.2.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.2.10 A reference to this agreement or to any other document referred to in this agreement is a reference to this agreement or such other document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.2.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.12 If there is an inconsistency between any of the provisions of this agreement and the provisions of the schedules, the provisions of this agreement shall prevail.

## 2 Term

This agreement shall commence on the Commencement Date and continue until terminated in accordance with clause 12 of this Agreement.

## 3 Location and Access

- 3.1 Subject to clause 16, The Owner agrees to make the Location available to the Production Company for the Shooting Times during the Shooting Period for the Purpose.
- 3.2 The Location shall be available to the Production Company for the entirety of the Shooting Times during the Shooting Period and shall be free from unreasonable interference by the Owner or any third party.
- 3.3 The Owner agrees that if filming, photography or recording is not completed during the Shooting Period, the Production Company shall be entitled to return to the Location to continue filming or to re-shoot footage at a mutually agreed time and date (the "**Additional Shooting Period**") for an additional fee that shall be reasonably agreed in writing between the parties. The terms of this agreement shall apply to any Additional Shooting Period.
- 3.4 Within five (5) Business Days prior to the commencement of the Shooting Period the Production Company shall seek the approval of the Owner (which shall not be unreasonably withheld) to any equipment, vehicles, sets and facilities that the Production Company proposes to bring onto the Location. For the avoidance of doubt, it shall not be unreasonable for the Owner to withhold approval in connection with this clause 3.4 where the Owner reasonably believes that the proposed equipment, vehicles, sets or facilities may compromise the Owner's Location Safety Policy, Safety Specific Conditions, Safety and Environmental Rules or Access and Application Manual.
- 3.5 The Production Company shall have the right to make the Location Modifications. The Location Modifications shall be temporary in nature only and the Production Company shall, at its own cost, restore the Location to its original condition by the conclusion of the Shooting Period.
- 3.6 The Production Company shall have the right to:
- 3.6.1 identify the Location as being another place, whether real or fictitious;
  - 3.6.2 not to identify the Location at all and to portray fictitious and real events as occurring at the Location; and
  - 3.6.3 where expressly agreed by the Owner in Schedule 1 (Contract Particulars), identify the Location by its true name in film or photography.
- 3.7 The Production Company shall only be entitled to access and use the Location for the Purpose where it has complied with the requirements of the Access and Application Manual, which for the avoidance of doubt includes strict compliance with any timescale specified therein. The Owner shall be entitled in its full discretion to refuse or suspend the Production Company's access to the Location where the Production Company has failed to comply with any aspect of the Access and Application Manual.

3.8 The Owner shall make available to the Production Company at the Location only reasonable electricity and reasonable water facilities that are already available at the Location, which for the avoidance of doubt shall exclude heating facilities.

3.9 The Production Company shall be permitted to access the Location during Off-Peak Times only and shall not access the Location during Peak Times unless otherwise agreed in writing by the Owner.

#### 4 Fees

4.1 In consideration of the rights granted and any services provided by the Owner to the Production Company under this agreement, the Production Company shall pay to the Owner the Fee, Additional Costs and Responsible Person Costs in accordance with the terms of this clause 4.

4.2 All amounts payable by the Production Company exclude value added tax ("VAT"), which the Production Company shall additionally be liable to pay to the Owner at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

4.3 Each invoice of the Fee, Additional Costs, Responsible Person Costs and any other fee or cost under this agreement shall be payable by the Production Company to the Owner on the earlier of:

4.3.1 the end of the next calendar month in which the Production Company is in receipt of a valid and proper invoice from the Owner; and

4.3.2 within (10) Business Days of the Shooting Period.

4.4 The Owner is under no obligation to provide the Production Company with access to the Location until the Fees, Additional Costs, Responsible Person Costs and Security Deposit have been paid in full to the Owner and cleared in the Owner's bank account.

4.5 Where the Production Company, in contravention of clause 3.9, accesses the Location for the Purpose during the Peak Times, it shall pay to the Owner a fee of £5,000.00 for every hour (or part thereof) the Production Company accesses the Location during Peak Times (the "**Peak Fee**"). Invoices in connection with the Peak Fee shall be paid by the Production Company to the Owner by the end of the next calendar month in which the Production Company is in receipt of a valid and proper invoice from the Owner.

4.6 All amounts due under this agreement from the Production Company to the Owner shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

#### 5 Intellectual Property Rights

5.1 The Owner shall at all relevant times and for the course of this agreement retain ownership of all of the Owner's Intellectual Property Rights.

5.2 The Production Company shall not publish any image of any logo or branding of:

5.2.1 the Owner, unless permitted to do so in the Contract Particulars or otherwise agreed in writing prior to publication of that image; or

5.2.2 another train operating company, unless agreed in writing with that train operating company prior to publication of that image.

5.3 The Production Company shall indemnify the Owner in full against any sums awarded by a court against the Production Company or the Owner arising in connection with any claim brought against the Production Company or the Owner for any infringement of a third party's rights arising out of, or in connection with, the use of the Location by the Production Company, including without limitation infringement of any third party Intellectual Property Rights or the unauthorised use or exploitation of any third party's image.

#### 6 Production Company Rights

6.1 The Owner acknowledges that Production Company shall own the copyright and all other rights in the products of photography, filming and recording under this agreement (the "**Recordings**") and all publicity and advertising materials, book, merchandise and other copyright works relating to the Production or any of its characters and incorporating any Recording (the "**Works**") and shall have the sole right to exhibit, broadcast, exploit, market, publicise, advertise and distribute the Production and the Works in any and all media (whether now known or

hereafter invented) throughout the world for the full period of copyright including any extensions, revivals, reversions or renewals thereof and thereafter, in so far as possible, in perpetuity.

- 6.2 The Production Company shall be entitled but not obliged to include all or any of the Recordings in the Production (and any versions or parts of the Production) and gives no undertaking to complete the production of the Production.
- 6.3 The Production Company shall have the right to incorporate and include the Recordings in the final version of the Production and advertisements and publicity either as a sequence, on its own or preceded, interlaced or followed by such other scenes as the Production Company may require (including, without limitation, still photographs or scenes of studios and sets representing for the purposes of the Production, the interior and exterior of the Location) and in still photographs.
- 6.4 The Production Company reserves the right to change the name of the Production and of the Location as it is represented in the Production.
- 6.5 The Owner acknowledges and agrees that all rights, permissions and releases granted by the Owner to the Production Company in this agreement shall be deemed to:
  - 6.5.1 extend to all persons, firms or corporations distributing, broadcasting, exploiting or exhibiting the Production;
  - 6.5.2 include all the Production Company's employees, successors, assigns, licensees, agents, independent contractors and suppliers or other persons present on the Location with the Owner's consent; and
  - 6.5.3 be granted and assigned irrevocably and not subject to reversion, rescission or termination.

## 7 **Production Company's Obligations and Undertakings**

- 7.1 Unless otherwise agreed in writing by an authorised representative of the Owner, the Production Company shall at all times for the duration of this Agreement (including without limitation during the Shooting Period):
  - 7.1.1 comply and shall ensure the Production Company's Personnel comply with the Owner's Location Safety Policy, Access and Application Manual and any Safety Specific Conditions;
  - 7.1.2 comply and shall ensure the Production Company's Personnel comply with any of the Owner's policies and procedures advised to the Production Company from time to time, including without limitation the Safety and Environmental Rules;
  - 7.1.3 enter and exit the Location using only the Location's Entry and Exit Points;
  - 7.1.4 comply with the Parking and Traffic Conditions;
  - 7.1.5 comply with the Special Conditions;
  - 7.1.6 comply with any reasonable instruction or direction by the Owner in connection with the use of the Location, including in particular (but without limitation) during an emergency situation;
  - 7.1.7 comply with all Applicable Law, which includes for the avoidance of doubt all Data Protection Legislation;
  - 7.1.8 obtain and maintain all necessary licenses and consents (including relevant third party Intellectual Property Rights);
  - 7.1.9 co-operate with and provide all assistance reasonably requested by the Owner or the Responsible Person to ensure the Production Company's compliance with this agreement;
  - 7.1.10 observe and ensure the Production Company's Personnel observe reasonable security requirements that apply at the Location or any of the Owner's other premises where applicable (and the Owner reserves the right to reasonably refuse the Production Company's Personnel access to its premises or any part thereof, which access shall only be given to the extent necessary for the purposes of this Agreement);
  - 7.1.11 supply to the Owner such documents and information as the Owner may from time to time request in relation to the Production Company's use of the Location;
  - 7.1.12 not permit, or allow to be permitted, any damage to the Owner's reputation or goodwill;
  - 7.1.13 properly dispose of all waste and rubbish in accordance with environmental legislation;

- 7.1.14 not enter into any part of the Excluded Areas;
- 7.1.15 not undertake any activities other than those specified in the Purpose;
- 7.1.16 not damage any part of the Location or the Owner's property;
- 7.1.17 not interfere with, frustrate or otherwise disrupt the Owner's day-to-day business activities at the Location;
- 7.1.18 not publish any image that was filmed, recorded or otherwise captured at the Location that could reasonably identify any member of the public, any passenger on the Owner's passenger railway services or any of the Owner's Personnel without the prior written consent of the relevant member of the public, passenger or Owner's Personnel;
- 7.1.19 immediately notify the Owner if it becomes aware of any safety hazards or any issue or incident that does or could reasonably be expected to breach the Owner's Location Safety Policy, the Safety Specific Conditions, the Access and Application Manual or the Safety and Environmental Rules or pose a risk to the health and safety of a member of the public, any of the Owner's Personnel, any of the Production Company's Personnel or any passenger on the Owner's passenger railway services;
- 7.1.20 not permit any of the Production Company's Personnel to access the Location:
  - (a) having consumed, or being under the influence of, alcohol or drugs;
  - (b) when in possession of prohibited drugs; or
  - (c) whilst consuming alcohol or drugs;
- 7.1.21 ensure that it provides a sufficient number of the Production Company's Personnel to comply with the Production Company's obligations under this agreement, all of whom shall:
  - (a) be suitably qualified, careful, experienced, skilled and competent persons in the duties required of them;
  - (b) be properly trained and instructed and shall use the Location in a way that has regard to: the task that person has to perform; all relevant provisions of this Agreement; fire risks and fire precautions; the requirements of the Health and Safety at Work Act 1974 and other relevant legislation and codes of practice;
  - (c) have the requisite level of qualifications and experience that might reasonably be expected given the Purpose of this agreement; and
  - (d) use a high degree of skill, care and professionalism in the performance of their duties while at the Location.

7.2 The Production Company acknowledges and agrees that:

- 7.2.1 The Owner is entering into this Agreement on the basis of the description of the Production and the proposed use of the Location specified in the Contract Particulars, which is accurate and complete in all material respects, and is not misleading; and
- 7.2.2 if it considers that the Owner is not, or may not, be complying with any of the Owner's obligations under this agreement, it shall only be entitled to rely on this as relieving the Production Company's performance of its own obligations under this agreement:
  - (a) to the extent that it restricts or precludes performance of the Production Company's obligations under this agreement; and
  - (b) if the Production Company, promptly after the actual or potential non-compliance has come to its attention, has notified details of the same to the Owner in writing.

7.3 Following conclusion of the Shooting Period, the Production Company shall be responsible, at its own cost, for:

- 7.3.1 returning the Location to its original, safe, clean and tidy condition;
- 7.3.2 clearing away all rubbish and waste; and

7.3.3 promptly repairing any damage to the Location caused by the Production Company or any of the Production Company's employees, subcontractors, agents and suppliers.

7.4 The Owner shall, from time to time, notify the Production Company of its Responsible Person. The Responsible Person shall, at all times during the Shooting Period, be on-site at the Location in order to oversee the Purpose and to monitor the Production Company's compliance with the Location Safety Policy, the Access and Application Manual any Safety Specific Conditions, any specific directions of the Owner and the terms of this agreement. The Production Company shall be liable to pay the Owner the Responsible Person Costs.

7.5 The Production Company shall permit the Owner, and any person nominated by it for this purpose, to have such access on demand to the premises, personnel, systems, books and records of the Production Company, and any supplier or subcontractor of the Production Company, to ensure compliance with the provisions of this agreement. If any audit carried out by the Owner reveals any material non-compliance, the Owner shall notify the Production Company in writing of the same as soon as reasonably practicable and the Production Company shall, at its own expense and as soon as reasonably practicable, rectify such non-compliance. The Owner, at its sole discretion, shall be entitled, immediately and without liability, upon notice of any such non-compliance to suspend its obligations under this agreement unless and until the Production Company has rectified such non-compliance to the satisfaction of the Owner. If the Production Company fails to rectify such non-compliance within thirty (30) days of receipt of the notice of non-compliance, the Owner shall be entitled to treat such non-compliance as a breach not capable of remedy and may terminate this Agreement in accordance with clause 12.

## 8 **Owner's Obligations and Undertakings**

8.1 The Owner undertakes that:

8.1.1 it is entitled to lawfully grant to the Production Company a licence to enter and film, photograph and record all and any part of the Location including names, signs and identifying insignia of the Location only;

8.1.2 if any consents are required from any third party (including without limitation any planning consent but excluding any third party Intellectual Property Rights) with respect to the Production Company's intended use of the Location the Owner will be responsible for procuring such consent;

8.1.3 it shall not unreasonably interfere, nor allow any third party to interfere, with filming;

8.1.4 neither it nor the Owner's Personnel will take any photographs or recordings of the Production Company's activities at the Location or of any Production Company Personnel, with the exception of CCTV recordings, bodycam recordings, any recording made for health, environmental, safety or security purposes or any recording reasonably necessary in order for the Owner to comply with Applicable Law;

8.1.5 where there is a breakdown or loss of any electricity and water facilities during the Shooting Period, it shall use reasonable endeavours to repair and reinstate them as quickly as possible and at its own cost; and

8.1.6 it shall not refer to the Production Company's use of the Location in any marketing, branding or promotions without the prior written consent of the Production Company nor in any event before the first broadcast or showing of the Production.

8.2 The Owner accepts that the Production Company is not required to use or exercise any of the Production Company's rights under this agreement and that if it does so, it is not required to incorporate the Recordings in the Production.

## 9 **Morality**

9.1 Unless specified as a Special Activity or otherwise agreed in writing by the Owner, the Production Company shall not use the Location for any immoral photography or filming, including but not limited to, nudity, pornography, public indecency or graphic violence or violence of a terrorist nature that may depict the Owner in a negative light.

9.2 The Production Company shall at the date of this agreement, provide to the Owner a synopsis of the proposed Production script or a draft version of the Production story board capable of identifying to the Owner the nature of the fictitious or real events being portrayed at the Location.

9.3 The Production Company shall, within five (5) Business Days of the commencement of the Shooting Period, provide to the Owner a finalised Production script or a finalised version of the Production story board capable of identifying to the Owner the full nature of the fictitious or real events being portrayed at the Location.

9.4 Where it becomes apparent at any time that the fictitious or real events being portrayed at the Location are materially different to those communicated to the Owner pursuant to clauses 10.2 or 10.3, the Owner shall be entitled to suspend

or cancel the Production Company's access to the Location and shall not be liable to refund to the Production Company the Fees or Additional Costs (or any portion thereof).

## 10 Cancellation

- 10.1 The Owner shall be entitled to cancel or suspend the Production Company's access to the Location:
- 10.1.1 at any time where the Owner considers it reasonably necessary to do so in order to maintain the operational safety of the Location; or
- 10.1.2 in all other circumstances, with at least forty-eight (48) hours' written notice to the Production Company.
- 10.2 Where the Owner cancels or suspends the Production Company's access to the Location in accordance with clause 11.1 above, the Owner shall:
- 10.2.1 use reasonable endeavours to rearrange access to the Location for the Purpose at a mutually convenient time; and
- 10.2.2 where the parties cannot agree to rearrange access to the Location in accordance with clause 11.2.1 above, refund to the Production Company the proportion of all Fees and Additional Costs paid by the Production Company to the Owner applicable to the period in which the Owner has cancelled or suspended access.
- 10.3 Where the Production Company notifies the Owner that it wishes to cancel the use of the Location more than two (2) Business Days prior to the commencement of the Shooting Period, the Production Company shall be liable for fifty percent (50%) of the Fee and Additional Costs and the Owner shall refund the remaining fifty percent (50%) of the Fee and Additional Costs to the Production Company within thirty (30) Business Days of receiving notification of cancellation.
- 10.4 Where the Production Company notifies the Owner that it wishes to cancel the use of the Location fewer than two (2) Business Days prior to the commencement of the Shooting Period, the Production Company shall be liable for one hundred percent (100%) of the Fee and Additional Costs and shall not be entitled to any refund.

## 11 Termination

- 11.1 The Owner shall be entitled to terminate this agreement in whole or in part at any time fourteen (14) Business Days' written notice without any liability for any loss or damage whatsoever except as provided in this clause. Upon such termination the Owner shall cease to be bound to provide the Production Company with access to the Location.
- 11.2 The Owner may at any time by notice in writing immediately terminate this Agreement without compensation to the Production Company if the Production Company is in material or persistent breach of this agreement and (if that breach can be remedied) fails to remedy such material or persistent breach within ten (10) Business Days of written notice requiring it to do so.
- 11.3 The Owner may at any time by notice in writing immediately terminate this Agreement upon the occurrence of any of the following events:
- 11.3.1 the Production Company enters into any composition or arrangement for the benefit of its creditors;
- 11.3.2 the Production Company, if an individual, becomes bankrupt or has a receiving order or administration order made against him;
- 11.3.3 the Production Company becomes insolvent or appears to be unable to pay a debt or to have no reasonable prospect of paying a debt (within the meaning of Section 268 of the Insolvency Act 1986) or being a company, appears unable to pay its debts (within the meaning of Section 123 of that Act);
- 11.3.4 the presentation of a petition for the appointment of a receiver, administrative receiver or administrator over the Production Company or any notice of intention to appoint an administrator is given;
- 11.3.5 on the appointment of an administrative receiver or administrator in respect of the whole or any part of the Production Company's undertaking or assets;
- 11.3.6 the giving of any notice of a resolution for the winding-up of the Production Company (other than for a members' voluntary winding-up of a solvent company for the purpose of a bona fide reconstruction); or

11.3.7 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 12.3.1 to 12.3.5 (inclusive).

11.4 The Owner may at any time by notice in writing immediately terminate this Agreement if:

11.4.1 the Franchise Agreement is terminated or expires; or

11.4.2 there is a change of control of the Production Company (within the meaning of section 1124 of the Corporation Tax Act 2010).

11.5 On any termination or cancellation of this Agreement:

11.5.1 all rights, authorities and obligations of the parties under this Agreement shall cease but without prejudice to any accrued rights or remedies of either party;

11.5.2 the Production Company shall immediately deliver to the Owner:

(a) all copies of information and data provided by the Owner to the Production Company for the purposes of this agreement, irretrievably delete such information and data from its systems and certify to the Owner that it has not retained any copies of such information or data, except for one copy which the Production Company may use for audit purposes only and subject always to the confidentiality obligations in clause 20; and

(b) all equipment, materials and property belonging to the Owner supplied to it or to any of the Production Company's Personnel in connection with this agreement;

11.5.3 if the Production Company fails to fulfil its obligations under clause 12.5.2, the Owner may enter the Production Company's premises or property (or any premises or property used by the Production Company) and take possession of any items that should have been returned pursuant to that clause (and until they have been returned or repossessed the Production Company shall be solely responsible for the safe-keeping of such items and materials); and

11.5.4 any rights or obligations expressly or impliedly intended to come into effect on or continue after expiry or termination shall not be affected, including this clause 12 (Termination), and clause 6 (Intellectual Property Rights), clause 16 (Owner's Remedies), clause 13 (Insurance and Indemnity), clause 15 (Limitation of Liability), clause 20 (Confidentiality), clause 21 (Third Party Rights), clause 1.2.12 (Conflict) and clause 22.11 (Governing Law and Jurisdiction).

## 12 Insurance

12.1 The Production Company shall have in place (and shall ensure that any subcontractors have in place), for the duration of this agreement and for a period of twelve (12) months thereafter, at least the following insurance cover or, where greater, any insurance cover imposed by Applicable Law:

12.1.1 Public Liability Insurance with cover of not less than £5 million per occurrence;

12.1.2 Employer's Liability Insurance with cover of not less than £10 million per occurrence;

12.1.3 Professional Indemnity Insurance with cover of not less than £10 million per claim (to be maintained for six years from the termination or expiry of this Agreement); and

12.1.4 should the Purpose comprise any building works, all risks insurance, covering the Production Company's Personnel, with a scope of level of cover to the Owner's reasonable satisfaction in light of the relevant circumstances.

12.2 All insurance shall be maintained with a member of the Association of British Insurers or with Lloyds' underwriters and shall, unless otherwise stated, be for such amount as is prudent in all the circumstances. The Production Company shall do nothing to invalidate any insurance policy or to prejudice the Owner's entitlement under it and shall notify the Owner if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

12.3 The Production Company shall on request provide to the Owner copies of all policies and other documents evidencing the insurance to be maintained pursuant to clause 13.1 and evidence of payment of the most recent premium due in respect of such insurance.

12.4 If the Production Company fails or is unable to maintain insurance in accordance with clause 13.1, or fails to provide evidence that it has paid the current year's premiums in accordance with clause 13.3, the Owner may, so far as it is able to do so, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover from the Production Company, pursuant to clause 14, all reasonable costs and expenses it incurs in doing so.

12.5 To the extent permitted by law, all proceeds of insurances shall be used to discharge the claim or liability to which the proceeds relate.

### 13 **Production Company's Indemnity**

13.1 The Production Company shall indemnify the Owner, keep the Owner indemnified and hold the Owner harmless from and against all losses (including loss of profits, interruption of business, depletion of goodwill and similar losses), costs, fines, liabilities, damages and expenses (including legal and other professional fees and expenses), howsoever caused, awarded against, or incurred or paid by, the Owner as a result of or in connection with:

13.1.1 any liability for personal injury or death;

13.1.2 any claim made against the Owner in respect of any liability, loss, damage, injury, cost or expense sustained by the Owner's employees or agents or by any customer or third party;

13.1.3 any claim, enquiry or fine raised against the Owner by the Secretary of State for Transport or any other rail industry body or any regulator;

13.1.4 any liability, loss, damage, cost or expense arising from any breach by the Production Company or the Production Company's Personnel of any Applicable Law;

13.1.5 any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights or obligations exercised by the Owner in accordance with this agreement;

13.1.6 any loss of or damage to property; and

13.1.7 any loss of profit, bargain, business, revenue, contract, use or goodwill, or any liability for any person for any of those losses,

in each case where caused by, relating to or arising from any breach, negligent performance or failure or delay in performance of this agreement by the Production Company or anyone acting on the Production Company's behalf. In the event of any such claim, the Owner shall take reasonable steps to mitigate any liabilities, costs, proceedings, damages and expenses.

### 14 **Limitation of Liability**

14.1 Nothing in this agreement:

14.1.1 shall limit or exclude either party's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) any other liability to the extent that it cannot be limited or excluded by Applicable Law;

(d) any liability arising in connection with risks that are required to be insured under clause 13 (Insurance), in which case the maximum liability of the Production Company in respect of such liabilities shall be capped at the amount required to be insured (or any higher amount actually insured); or

(e) any loss or damage to the Location or any of the Owner's property resulting solely and directly from an act or omission (whether negligent or otherwise) by the Production Company and/or the Production Company's Personnel; or

14.1.2 shall limit or exclude the Production Company's liability under any indemnity.

14.2 Subject to clause 15.1:

- 14.2.1 the Production Company's liability to the Owner, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this agreement shall:
- (a) not include any liability for any indirect or consequential loss arising under or in connection with this agreement; and
  - (b) be limited per claim or series of related claims to the greater of: (i) £5,000,000; and (ii) three hundred percent (300%) of the aggregate amount of the Fee, Responsible Person Costs and any Additional Costs or Peak Fee payable by the Production Company pursuant to this agreement; and

14.2.2 The Owner's total liability to the Production Company, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this agreement shall:

- (a) not include any liability for loss of revenue; cost of capital; loss of profit; loss of business reputation; loss of contract or loss of opportunity; or for any indirect, special, incidental or consequential loss or damage; and
- (b) be limited per claim or series of related claims to 25% of the Fee.

14.3 Notwithstanding clause 15.2.1(a), the losses for which the Production Company assumes responsibility and which shall (subject clause 15.2.1(b)) be recoverable by the Owner include:

14.3.1 loss of revenue; cost of capital; loss of profit; loss of business reputation; loss of contract or loss of opportunity; or for any indirect, special, incidental or consequential loss or damage;

14.3.2 wasted expenditure;

14.3.3 losses incurred by the Owner arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, Supplier's Personnel, regulator or customer of the Owner) against the Owner caused by the act or omission of the Production Company or any of the Production Company's Personnel; and

14.3.4 anticipated savings (if any).

14.4 No amount awarded or agreed to be paid under any indemnities shall count towards the cap on the Production Company's liability under clause 15.2.1(a).

## 15 **Owner's Remedies**

15.1 If at any time the Owner:

15.1.1 becomes aware that the Production Company is not complying; or

15.1.2 reasonably believes that the Production Company may not comply,

with any of its obligations under this agreement, the Owner shall be entitled, at its option and sole discretion, to exercise any one or more of the following remedies in relation to such non-compliance:

15.1.3 to require the Production Company within five (5) Business Days of being requested to do so to comply with the relevant obligation, and/or reimburse the Owner's costs arising from such non-compliance;

15.1.4 if the Production Company is in material or persistent breach of this agreement, without prejudice to the Owner's rights under clause 12.2, to:

- (a) enjoin, injunct, restrain or otherwise prohibit the Production and/or the exhibition, broadcast, distribution, advertising, publicity or exploitation of the Production or any products deriving from it; and/or

- (b) withdraw its consent for the Location to be used by the Production Company for the Purpose pursuant to clause 3 (and upon such withdrawal clause 11 shall not apply); and/or

- (c) require the Production Company to immediately pay to the Owner:

- (i) the Fee;

- (ii) the Security Deposit;
- (iii) the Responsible Person Costs;
- (iv) any Additional Costs; and
- (v) any Peak Fee for which the Production Company has incurred liability,

less any amounts relating to those liabilities set out in sub-clauses (i) to (v) above which have already been paid to the Owner in accordance with clause 4; and

15.1.5 to claim damages for any other costs, expenses or losses resulting from such non-compliance.

## 16 Anti-bribery and anti-slavery

16.1 The Production Company shall at all times:

- 16.1.1 comply with all laws and regulations and codes of practice, guidelines and standards issued by any governmental or regulatory authority that are applicable to the Production Company relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("**Anti-Bribery Requirements**");
- 16.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 16.1.3 comply with the Owner's policies relating to ethics, anti-bribery and anti-corruption as communicated to the Production Company by the Owner from time to time (the "**Anti-Bribery Policies**");
- 16.1.4 have and shall maintain in place its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Anti-Bribery Requirements, the Anti-Bribery Policies and clause 17.1.2 and will enforce them where appropriate; and
- 16.1.5 promptly report to the Owner any request or demand for any undue financial or other advantage of any kind received by the Production Company in connection with the performance of the agreement.

16.2 The Production Company shall procure that its officers, employees and any other persons performing services for the Production Company in connection with the Purpose and its obligations under this agreement do so in compliance with the terms of this clause 17.

16.3 For the purpose of the foregoing provisions of this clause 17, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 17, a person associated with the Production Company includes all the Production Company's Personnel.

16.4 The Production Company shall at all times:

- 16.4.1 comply with all applicable law relating to modern slavery and human trafficking including the Modern Slavery Act 2015 ("**Anti-Slavery Requirements**");
- 16.4.2 comply with the Owner's policies relating to anti-slavery as communicated to the Production Company by the Owner from time to time ("**Anti-Slavery Policies**");
- 16.4.3 have and maintain due diligence, audit and reporting procedures for its own suppliers, permitted subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains; and
- 16.4.4 promptly report to the Owner any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.

16.5 The Production Company shall notify the Owner as soon as it becomes aware of:

- 16.5.1 any contravention, or potential contravention, of the Anti-Bribery Requirements or the Anti-Slavery Requirements; and
- 16.5.2 any breach, or potential breach, of the Anti-Bribery Policies or the Anti-Slavery Policies.

- 16.6 The Production Company warrants that as at the date of this agreement:
- 16.6.1 neither the Production Company nor any of its officers, employees or any other persons associated with it:
- (a) has been convicted of any offence involving bribery, corruption, slavery or human trafficking; and
  - (b) so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with bribery, corruption, slavery or human trafficking; and
- 16.6.2 it conducts its business in a manner that is consistent with the Anti-Bribery Policies and the Anti-Slavery Policies.
- 16.7 Upon request by the Owner, the Production Company shall certify to the Owner in writing signed by an officer of the Production Company that it has complied with this clause 17. The Production Company shall provide such supporting evidence of compliance as the Owner may reasonably request.
- 16.8 Breach of this clause 17 by the Production Company shall be deemed a breach not capable of remedy and the Owner may, in the event of such breach, terminate this agreement.
- 17 Trading Standard**
- 17.1 The Production Company will maintain and operate an ethical trading policy in respect of any sub-contracting and outsourcing of any of its obligations pursuant to this Agreement.
- 17.2 The Production Company shall at all times comply and procure compliance of the Production Company's Personnel with Applicable Law in respect of child labour.
- 17.3 Without prejudice to the obligation to ensure compliance with Applicable Law at clause 8.1.7, the Production Company shall, and shall procure that the Production Company's Personnel shall, address the following while using the Location:
- 17.3.1 Management of waste: implement a comprehensive waste management policy to ensure waste is minimised and items recycled wherever practicable;
  - 17.3.2 Paper and packaging: put in place a recycling policy to minimise the undue and unnecessary use of materials;
  - 17.3.3 Conservation: establish a programme to monitor the environmental impact of its activities on, inter alia, deforestation, flora and fauna and productive land; and
  - 17.3.4 Energy Consumption: ensure all manufacture and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation are to the extent reasonably possible based on the most efficient energy use and minimise the output of harmful emissions.
- 18 Counterparts**
- This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 19 Confidentiality**
- 19.1 Each party undertakes that it shall not at any time or at any time during this agreement and for a period of two (2) years after its termination or expiry disclose to any person any Confidential Information, except as permitted by clause 20.2.
- 19.2 Each party may disclose the other party's Confidential Information:
- 19.2.1 to its employees, officers, agents, consultants or subcontractors ("**Representatives**") who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 20 as though they were a party to this agreement (and the disclosing party shall remain responsible for any breach of the confidentiality obligations set out in this clause by its Representatives); and

19.2.2 as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority.

19.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations pursuant to the Agreement.

19.4 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party or to be implied from this Agreement. In particular, no license is hereby granted directly or indirectly under any Intellectual Property Right held, made, obtained or licensable by either party now or in the future.

## 20 **Third Party Rights**

20.1 Subject to clause 21.2, a person who is not a party to this agreement shall not have any rights under Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.

20.2 The Owner and any member of its Group may rely on and enforce any terms of this agreement which confer rights on it/them.

20.3 The parties may vary, terminate or rescind this agreement without the consent of any third party who has the right to rely on and enforce provisions of the same, but without prejudice to any other restrictions on the parties' rights to vary, terminate or rescind this agreement.

## 21 **Miscellaneous**

21.1 Entire agreement: This agreement, and any documents incorporated into it by reference, constitute the entire agreement between the Production Company and the Owner for the Purpose and replaces any previous agreements, whether written or oral, relating to this previous matter. The Production Company acknowledges that in entering into this agreement it does not rely upon and shall have no remedy in respect of any statement, warranty or representation of the Owner or any other person relating to this agreement (other than fraudulent misrepresentation) unless it is in writing and forms part of this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

21.2 Force Majeure: Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (but not including any non-performance of the Production Company's sub-contractors or any labour dispute, strike or industrial action by the Production Company's personnel. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for a period of four weeks, the Owner may terminate this agreement by giving seven days' written notice to the Production Company.

21.3 No announcements: The Production Company shall not, without the Owner's prior written consent, use the Owner's name or otherwise hold itself out as associated with the Owner in any advertising or publicity material or in the Production or in any other matter.

21.4 Notices: Notices under this Agreement shall be in writing and sent to the other party at its address stated in this Agreement, or such other address as a party may have notified to the other party in writing. Notices shall be considered to be received: if sent by hand, courier or recorded delivery, on delivery; if sent by post, on the second Business Day following the day of posting if to an address in the UK, and the seventh Business Day if to an address outside the UK.

21.5 Variation: No variation of this Agreement shall be valid unless it is in writing and signed by an authorised person on behalf of each party and stated clearly to be a variation to this Agreement.

21.6 Conflict: If there is an inconsistency between any of the provisions of this agreement and the provisions of the schedules, the provisions of this agreement shall prevail.

21.7 Waiver: The failure or delay by a party in exercising any right, power, privilege or remedy provided by this agreement or by law shall not constitute a waiver thereof, nor of any other right, power, privilege or remedy. No single or partial exercise of any such right, power, privilege or remedy shall preclude any further exercise thereof or the exercise of any other right, power, privilege or remedy. No waiver of a party's rights under this agreement shall be effective unless in writing signed by an authorised person on behalf of that party. A waiver shall apply only to the specific

circumstances in which it is given and shall be without prejudice to the enforcement of a party's rights in relation to different circumstances or the recurrence of similar circumstances.

- 21.8 Rights Cumulative: The rights of the Owner under this agreement are in addition to any other rights which it may have at law and the exercise of any rights under this agreement shall be without prejudice to such other rights the Owner may have.
- 21.9 Assignment:
- 21.9.1 The Production Company shall not assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 21.9.2 The Owner may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement.
- 21.10 Severability: Each of the provisions of this agreement shall be separate and severable. Should any provision or part-provision be held to be invalid or unenforceable, it shall be deemed severed from this agreement and the remaining provisions of this agreement shall continue in full force and effect and be amended to the minimum extent possible to give valid effect to the intentions of the parties under the severed provision.
- 21.11 Governing Law and Jurisdiction:
- 21.11.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.
- 21.11.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning.

## Schedule 1 Contract Particulars

<b>Location</b>	One carriage to be reserved for filming on a standard c2c passenger service, detailed below, including timings for the morning:
<b>Train</b>	<p><b>Arrive/Meet at Pitsea station: 09:00</b></p> <p><b>Safety Briefing: 09:15</b></p> <p><b>Train schedule:</b></p> <p>Pitsea station (platform 1) <b>09:45 - 10:09</b> Shoeburyness station</p> <p>~18 min wait at onboard train at Shoeburyness station</p> <p>Shoeburyness station <b>10:27 - 10:51</b> Pitsea station</p>
<b>Excluded Areas</b>	All other carriages on this train and all c2c stations/property
<b>Fee (£)</b>	£XXXX
<b>Security Deposit (£)</b>	n/a
<b>Responsible Person Costs</b>	£XXX
<b>Additional Costs (£)</b>	Security member (fee incorporated in detail below)
<b>Shooting Period</b>	01/09/2026 only
<b>Shooting Times</b>	09:45 - 10:51
<b>Production</b>	Production Company
<b>Location Modifications</b>	None
<b>Entry and Exit Points</b>	None
<b>Parking and Traffic Conditions</b>	None
<b>Special Activities</b>	None - As there is no power source available, all equipment must be battery operated. Equipment must be transported by hand, no filming trolleys can be accommodated. Boarding and alighting the train must be done so in a timely manner as to not in any way disrupt the standard operations of the railway or cause any delays to the service.
<b>Special Conditions</b>	None - No overtime possible
<b>Safety Specific Conditions</b>	None
<b>Permission to identify the Location by its true name in the Production?</b>	No
<b>Permission to identify the Owner's logo/branding in the Production?</b>	No - It is not expected that every c2c logo be avoided but we do not authorise the use of a c2c or Trenitalia logo being overtly used or lingered on in a scene or shot

## Schedule 2 Contract Particulars

<b>Location</b>	Pitsea station, platform 2 only (some cast will be on the opposite platform for part of the filming duration outlined below)
<b>Excluded Areas</b>	All other areas of Pitsea station or other c2c stations/property
<b>Fee (£)</b>	£XXXX
<b>Security Deposit (£)</b>	n/a
<b>Responsible Person Costs</b>	£XXX
<b>Additional Costs (£)</b>	Security member - £XXX
<b>Shooting Period</b>	01/09/2026
<b>Shooting Times</b>	11:00 - 17:00
<b>Production</b>	Production Company
<b>Location Modifications</b>	None
<b>Entry and Exit Points</b>	None
<b>Parking and Traffic Conditions</b>	3 x standard parking bays at Pitsea station
<b>Special Activities</b>	None
<b>Special Conditions</b>	<p>Should the Pitsea station become busy during peak hours then filming needs to be paused until after peak hours or until deemed suitable by c2c representative</p> <p>Any filming taking place later than the agreed end time (17:00) will be charged at £1,500 per hour, unless filming is paused due to an increase in customer numbers during peak hours.</p>
<b>Safety Specific Conditions</b>	<p>All persons must be behind the yellow line on the platform at all times.</p> <p>No lighting equipment to be used on the platform. All equipment must be battery operated as there is no power source available.</p>
<b>Permission to identify the Location by its true name in the Production?</b>	No
<b>Permission to identify the Owner's logo/branding in the Production?</b>	No - It is not expected that every c2c logo be avoided but we do not authorise the use of a c2c or Trenitalia logo being overtly used or lingered on in a scene or shot

### Schedule 3 Location Safety Policy

The Production Company shall at all times for the duration of this agreement, including without limitation while using the Location for the Purpose and during the Shooting Period, comply with the terms of this Schedule 2 (Location Safety Policy).

1. Individuals and equipment must stay clear of the platform edge and behind the yellow lines where they are provided for safety reasons. Individuals and equipment must not trespass, move into or be placed onto any area of the railway that is not available to passengers.
2. Individuals and equipment must not climb on any structure or interfere with platform equipment.
3. Individuals and equipment must not obstruct any signalling equipment or signs
4. Equipment must not be left unattended at any time
5. Equipment is brought to the Location at the Production Companies risk, the owner shall not be liable for any loss, theft or damage.
6. All filming, including preparatory work and set strike must be carried out under the direct supervision of the Owner's Personnel and the Responsible Person. At no time shall the Production Company carry out any work other than for the Purpose unless it has been agreed in advance by the Owner or the Responsible Person.
7. No track is allowed. The Production Company must use rubber wheeled dollies only.
8. No flash photography or lighting is allowed in any location where it may cause distraction to any train driver, for the avoidance of doubt this includes any location in a drivers line of sight or where it could confuse the interpretation of any signal or other platform indicator
9. No flash photography or lighting is allowed in any location where it may cause distraction to any train dispatcher
10. Booms and tracking are generally not permitted on platforms, and lighting positions must be agreed in advance.
11. Any items of equipment in use on a platform must be secured in such a position that they cannot fall over causing a hazard to any approaching train or onto pedestrian or vehicle routes.
12. Any ladders used must be of a non-conductive (GRP/ Glass Reinforced Plastic) construction.
13. Under no circumstances should any attempt be made to blank or obscure any safety signs, railway or other signals, or otherwise interfere with equipment provided for safety to do so is a prosecutable offence..
14. Any requests for blanking/removal of station signs etc. must be made and agreed on or before the commencement of the Shooting Period with the Owner or the Responsible Person. No permission shall be given on the day.
15. Where possible, the area in which filming is to take place must be clearly marked on the concourse or platform. The area must be protected by use of barriers, as appropriate, for public and staff safety. It is the responsibility of the Production Company to secure this area at all times. Failure to do so which results in the station being closed for security reasons will require the production to meet all costs associated with the closure.
16. Before shooting a scene, the director or cameraman must ascertain with the Responsible Person that any intended movements of the camera, sound equipment etc. or props do not affect the safety of the public, train crew, railway staff and customers.
17. The Production Company's representative must nominate a responsible person, to oversee all activities and to liaise with the Owner's Responsible Person regarding all aspects of safety.
18. Vehicles are restricted to roadways in and out of the station and must not park or unload on the concourse or platform areas. Special arrangements must be made, in advance, for parking in the public car park.
19. Access must be maintained at all times for customers and staff to and from public areas and offices, unless previously agreed by the Owner. Emergency exits and escape routes must not be obstructed under any circumstances.
20. There is to be no control or stopping of escalators or lifts.
21. The Owner retains the right to ask a crew to cease activity immediately and to leave the premises if any of the terms of this Schedule 2 (Location Safety Policy) are not adhered to or if activity is over and above as agreed in writing before the start of the Shooting Period and the Owner shall be entitled to suspend or cancel the Production Company's access to the Location and shall not be liable to refund to the Production Company the Fees or Additional Costs (or any portion thereof).

## Schedule 4 Safety and Environmental Rules

- 1 The Production Company:
- 1.1 acknowledges it has received and understands the documents listed in the table at this Schedule 3 (the "Safety and Environmental Rules");
  - 1.2 shall, for the duration of this Agreement, comply with the terms of the Safety and Environmental Rules;
  - 1.3 shall, for the duration of this Agreement, comply with any reasonable revisions or updates to the Safety and Environmental Rules that are issued by the Owner to the Production Company; and
  - 1.4 shall procure that the Production Company's Personnel comply with the terms of the Safety and Environmental Rules (any revisions or updates thereof) at all times while using the Location.

Safety manual document name and number
<a href="#">5.05 – Personal Accident Reporting and Investigation</a>
<a href="#">12.01 – Drugs and Alcohol Policy and Procedure</a>
<a href="#">SA.01.PO.001 – Health, Safety, Environment, and Energy Policy</a>

## Schedule 5 Content, storylines and themes

### Red lines

While we aim to help bring your project to life, there are certain subject matters we cannot support. These include:

- Suicide-related actions, attempts, mentions, or implications within the rail context
- Any negative representations or remarks about c2c

### Amber lines

Some topics require individual review and may involve negotiation or script clearance. Examples include:

- Terrorist activities (including cyberattacks)
- Anti-social conduct directed at staff or passengers
- Fare dodging/evasion
- Breaching security measures
- Train disruptions such as delays or cancellations
- Unauthorized entry into restricted railway locations like depots or tracks

## Execution page

This Agreement has been entered into on

For and on behalf of **c2c  
Railway Limited**

Signature .....

Print Name .....

Title .....

Date .....

For and on behalf of  
**Production Company**

Signature .....

Print Name .....

Title .....

Date .....