

KA-BOOM PRODUCTIONS LIMITED

**CREATIVE, DIGITAL AND FILM AND AUDIO POST-
PRODUCTION SERVICES**

TERMS AND CONDITIONS

Contents

1	Parties	4
2	Definitions and Interpretation	4
3	Basis of Contract	4
4	Project Plan	5
5	Co-operation	5
6	Approvals and Authority	6
7	Amendments to Work in Progress	6
8	Remuneration	7
9	Materials, Services and Disbursements	8
10	Other Services	8
11	Value Added Tax	8
12	Terms of Payment	8
13	Audit	9
14	Copyright	9
15	Credit	10
16	Ownership and Custody of Material	10
17	Confidential Information	10
18	Compliance with law	11
19	Warranties and Indemnities	11
20	Limitation of Liability	12
21	Termination	12
22	Survival of Obligations on Termination	13
23	Waiver	13
24	Force Majeure	13
25	Severance	14
26	Assignment	14
27	Third Party Rights	14
28	Entire Agreement	14
29	Notices	15
30	Governing Law and Jurisdiction	15

31	Dispute Resolution	15
	Term	17
	Meaning	17

KA-BOOM PRODUCTIONS LIMITED

FULL SERVICE TERMS AND CONDITIONS

1 Parties

- 1.1 The person, firm or company detailed in the Order (**Client**); and
- 1.2 Ka-Boom Productions Limited a company incorporated in Northern Ireland with registered number NI60390 whose registered office is Unit 17a Weavers Court Linfield Industrial Estate, Linfield Road, Belfast, BT12 5GH (**Ka-boom**).

2 Definitions and Interpretation

- 2.1 The words defined in the Schedule shall have the meanings assigned to them in that Schedule.
- 2.2 All other defined words or phrases shall have the meaning given to them when they first appear in that form.

3 Basis of Contract

- 3.1 These Conditions form the basis on which the Client may request Ka-boom to provide the Services to the Client referred to in the Order in respect of the relevant geographic location (if applicable) (**Territory**).
- 3.2 The Order constitutes the Client's offer to purchase Services in accordance with these Conditions. The Order shall only be deemed to be accepted when Ka-boom Authorised Person issues written acceptance of the Order at which point and on which date the Contract shall come into existence.
- 3.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Ka-boom which is not set out in the Contract.
- 3.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.5 The Project Plan shall constitute a quotation from Ka-boom. Any quotation given by Ka-boom shall not constitute an offer, and is only valid for a period of 30 Working Days from its date of issue.
- 3.6 If there is any inconsistency or conflict between the Order, these Conditions and any Payment Plan, the following order of precedence shall apply:

- 3.6.1 any provision on the Order or Payment Plan which specifically references a provision in these Conditions and states that the provision on the Order or Payment Plan shall take precedence over these Conditions, provided that such provision has been approved in writing by a Ka-boom Authorised Person and countersigned by the Managing Director of Ka-boom;
- 3.6.2 these Conditions;
- 3.6.3 the Order;
- 3.6.4 the Payment Plan.

4 Project Plan

- 4.1 If the Client wishes Ka-boom to undertake a post-production project (**Project**), Ka-boom will discuss with the Client the Services required in order to execute that Project. As soon as is practicable following these discussions, Ka-boom will submit to the Client in writing, for approval in accordance with Clause 4.3, a draft project plan which will include:
 - 4.1.1 details of the Services that Ka-boom will provide in relation to the project; and
 - 4.1.2 a proposed budget for the provision of those Services.
- 4.2 The parties may discuss the draft project plan and if necessary make amendments to the draft project plan until the parties reach agreement on the details of the draft project plan.
- 4.3 Once a draft project plan has been approved in principle by the Client, Ka-boom will issue the draft project plan in the form of a quotation, whereupon it shall become a "**Project Plan**" for the purposes of these Conditions and shall be appended to the Order as part of the Client's order, or (if appropriate) shall become the Order.
- 4.4 Subject to Clause 7, the parties may by written agreement amend the Project Plan subject to first agreeing the impact (if any) on the Fees, Third Party Fees and Expenses and anticipated delivery times.
- 4.5 Ka-boom may provide the Client with a payment plan (**Payment Plan**) setting out the milestone dates for items set out in the Project Plan together with the amount of Fees attributed to the relevant milestone. The Payment Plan shall be appended to the Order and form part of the Contract.

5 Co-operation

- 5.1 The Client shall co-operate with Ka-boom and shall provide to Ka-boom, at Ka-boom's request, such information concerning the Client, the Client's requirements

in respect of the Services and the project to which the Services relate as is reasonably necessary to enable Ka-boom to perform the Services.

- 5.2 Unless a specific time frame for the Client's response is specified, the Client shall respond reasonably promptly to any request by Ka-boom for information or approval.

6 Approvals and Authority

- 6.1 Any reference in these Conditions to the Client's "**Written Approval**" shall mean written approval by directors or employees of the Client authorised to approve Ka-boom's work and/or expenditure and whose names are set out on the Order (**Client Authorised Persons**).

- 6.2 The Client shall notify Ka-boom in writing of any change to the Client Authorised Persons during the performance of the Contract. Ka-boom shall not be responsible for any delay in the performance of the Services resulting from the unavailability of a Client Authorised Person to provide approval.

- 6.3 For the purposes of these Conditions Written Approval shall mean approval signified by:

6.3.1 any letter on the Client's notepaper bearing the signature of a Client Authorised Person;

6.3.2 oral approval given by a Client Authorised Person provided this is in circumstances where time does not permit Written Approval and the said oral approval is confirmed within one Working Day by a letter or email in accordance with the other sub-clauses of this clause;

6.3.3 e-mail emanating from the work-based personal e-mail address of a Client Authorised Person.

- 6.4 The Client's placing of the Order shall constitute the Client's Written Approval of schedules, estimates and costs including Third Party Fees and shall be Ka-boom's instruction to make reservations and contracts for third party services such as editors under the terms and conditions required by such third parties.

- 6.5 Ka-boom will advise the Client immediately of any changes in the estimated cost of items referred to in Clause 6.4 or any changes in plans, schedules or work in progress previously the subject of a Client Written Approval.

7 Amendments to Work in Progress

- 7.1 The Client may by at least the period of written notice to Ka-boom set out in Clause 7.2 request to cancel an Order, or either party may request to amend an Order by giving at least 14 days' written notice to the other party. Subject to Clause 7.2 Ka-boom will take all reasonable steps to comply with any cancellation request from the Client, provided that Ka-boom is able to do so within its contractual obligations

to its suppliers. In the event of a request to amend an Order, the provisions of Clause 7.3 shall apply.

7.2 If Ka-boom agrees to cancel an Order, a cancellation fee shall be payable by the Client being the higher of Ka-boom's Third Party Fees and Expenses arising from the Order or a percentage of Ka-boom's Fees in respect of the Order, calculated as follows with regard to the length of prior written cancellation notice given by the Client to Ka-boom:

7.2.1 over 30 days – 10% of the Fees;

7.2.2 8-30 days – 25% of the Fees;

7.2.3 up to 7 days – 50% of the Fees save where the written notice includes less than 5 Business Days, the cancellation fee shall be 100% of the Fees.

7.3 In the event of any written request to amend the Project Plan, Ka-boom will inform the Client of the effect of any such amendment on delivery times and the Fees. If the Client provides Written Approval for the amended Fees and delivery times, the parties shall append the amended Project Plan to the Order, whereupon the amended Project Plan shall override the earlier Project Plan. If the parties cannot agree the amendments to the Project Plan including the amended Fees, the parties shall:

7.3.1 Continue with the Project Plan unchanged; or

7.3.2 If the amendment was requested by the Client, the Client may by written notice to Ka-boom cancel the Order subject to the cancellation fees calculated pursuant to Clause 7.2; or

7.3.3 If the amendment was requested by K-boom, Ka-boom may by written notice to the Client cancel the Order or the part of the Order subject to the requested amendment of the Project Plan and credit to the Client that part of the Fees relating to the part of the Order cancelled.

8 Remuneration

8.1 Fees

The Client shall pay the Fees set out on the Order or as otherwise agreed in writing between the parties. The Client acknowledges that any work Ka-boom carries out for the Client outside of the scope covered by the Contract will be subject to extra charges.

8.2 Credit Limit

In the event Ka-boom provides credit terms to the Client, the Client acknowledges that Ka-boom will be entitled to suspend all work in progress for the Client if the

credit limit set by Ka-boom has been reached whilst any Ka-boom invoice to the Client remains unpaid.

9 Materials, Services and Disbursements

- 9.1 Ka-boom shall be entitled to invoice the Client in respect of approved (by Written Approval) costs incurred by Ka-boom in performing the Services which are not otherwise set out on the Project Plan including but not limited to Expenses, Third Party Fees and any other item agreed between the parties in writing.

10 Other Services

- 10.1 The terms of remuneration set out above do not cover services not included in the Services listed on the Order. If such services are required a separate remuneration arrangement will be negotiated.

11 Value Added Tax

- 11.1 VAT will be included and itemised separately on Ka-boom invoices, where appropriate, at the rate prevailing from time to time.

12 Terms of Payment

- 12.1 In this Clause, payment of an invoice within a specified number of days means payment within that number of days after the date of the invoice in question or if none are specified, within 30 days.

12.2 Fees, Production and Media costs

Ka-boom will invoice the Client in respect of Fees in the intervals and at the times specified on the Order, or on the Payment Plan, or if no intervals or times are specified, Ka-boom will invoice at the end of each month.

- 12.3 Ka-boom reserves the right to invoice the Client for costs on account under a pro-forma invoice, where suppliers require payment in advance or at various stages of production, in which case the Client shall pay Ka-boom's pro-forma invoices in respect of such costs immediately upon presentation.

- 12.4 Ka-boom reserves the right to charge interest on all invoices presented to the Client which are not paid by the relevant due date at the annual rate of 4% above the base rate from time to time of the Bank of Ireland. Such interest will accrue on a daily basis from the date on which payment became overdue up to the date on which Ka-boom receives the full outstanding amount together with all accrued interest.

- 12.5 Where a surcharge is levied by a supplier against Ka-boom due to late payment and this results from late payment by the Client, the Client shall immediately reimburse to Ka-boom the amount of such surcharge, together with any accrued interest charged by the supplier in respect of the overdue amount.

- 12.6 Each party shall pay all monies which are payable by it to the other without any right of set off, abatement or withholding in respect of monies which are due to it or alleged to be due to it from the other party.

13 Audit

- 13.1 Ka-boom shall maintain Records in respect of all expenditure that is reimbursable by the Client under these Conditions.

- 13.2 Ka-boom will allow the Client by its own personnel or by an Independent Auditor access to all the Records during the course of the Contract and for 12 months afterwards, provided:

13.2.1 the cost of the audit is borne by the Client;

13.2.2 Records do not include confidential financial, payroll, personnel or other confidential records of Ka-boom that do not relate directly to the Client;

13.2.3 the purpose of such an audit of Records is solely for the purpose of auditing Contract compliance and not for the purpose of fee negotiation or the collation by any means of planning information;

13.2.4 the Client and Ka-boom shall meet together with the Independent Auditor not less than 3 working days prior to the commencement of any audit and agree the scope of the audit; and

13.2.5 any access for the purpose of auditing or otherwise inspecting the Records shall be on not less than 28 days' written notice at any time during normal business hours, provided that, in the absence of exceptional circumstances, Ka-boom shall not be obliged to allow such access or inspection more than once during any 12 month period unless the Client has reasonable grounds to suspect that fraudulent activity has occurred.

- 13.3 Should any audit or inspection of the Records by the Client reveal that the Client has been overcharged Ka-boom shall reimburse to the Client the amount of the overcharge within 14 days.

- 13.4 Ka-boom will afford to the Client all reasonable assistance in the carrying out of such audit. The Client and the Independent Auditor will ensure that any information obtained in the course of the audit concerning Ka-boom's business is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit.

14 Copyright

- 14.1 In consideration of the Client's payment of the Fees, Ka-boom hereby assigns (by way of present and future assignment) to the Client absolutely all Ka-boom's intellectual property rights in the deliverables of the Services throughout the world

in all existing and future media including all renewals, revivals, reversions and extensions and all associated rental and lending rights. Ka-boom waives the benefits of any provision of law relating to so-called "moral rights" and any similar laws of any jurisdiction in relation to the deliverables of the Services.

14.2 Without prejudice to Clause 14.3, the Client agrees that Ka-boom may use the Client's name and intellectual property rights in the Client Material provided to Ka-boom in connection with the Contract solely to the extent necessary for the purpose of providing the Services, including but not limited to referring to them in paperwork and in discussions with third parties in order to indicate the nature of the Project, and including them in Ka-boom's own promotional materials and showreels in accordance with Clause 14.3.2. The Client warrants that no such use shall infringe the rights of any third party.

14.3 Notwithstanding the assignment in Clause 14.1 Ka-boom shall:

14.3.1 be able after completion of the Project to use Ka-boom Material to the extent that it consists of Existing Material;

14.3.2 be able after completion of the relevant Project to use Ka-boom Material (after first publication, broadcast or transmission by or on behalf of the Client) for the purpose of promoting its own business by means including but not limited to a show reel of Ka-boom's work, on Ka-boom's own web site and social media pages; and

14.3.3 retain the copyright in any material contained in any presentation to the Client made in competition with any other post-production or similar business in the event of Ka-boom's presentation being unsuccessful.

15 Credit

The Client authorises Ka-boom to insert, or have the appropriate third party insert, credit Ka-boom and the relevant creative staff engaged by Ka-boom as the post-producer(s) of the work being the subject of the Contract on the end credits of the work.

16 Ownership and Custody of Material

Ka-boom will keep in its care materials entrusted to Ka-boom by the Client (**Property**). Ka-boom will mark or otherwise identify the Property as being the property of the Client. It shall be the Client's responsibility to insure Property against loss or damage when at Ka-boom's premises or in transit between Ka-boom and third parties for the purposes of production and when in the possession of those third parties.

17 Confidential Information

17.1 The parties acknowledge a duty not during or after the duration of the Contract to disclose without the other's prior written permission any confidential information

either concerning the other's business, its business plans, customers or associated companies.

- 17.2 From now on in this Clause 17 "**Information**" will be used to describe the categories of information referred to in Clauses 17.1 and 17.2.
- 17.3 For the avoidance of doubt, the restrictions in this Clause 17 shall not prevent:
- 17.3.1 the disclosure or use of Information in the proper performance of Ka-boom's duties;
 - 17.3.2 the disclosure of Information if required by law;
 - 17.3.3 the disclosure of Information which has come into the public domain otherwise than through unauthorised disclosure.
- 17.4 If the Client is subject to the requirements of the Code of Practice on Access to Government Information (2nd edition) (and any re-enactments of the same) and the Freedom of Information Act 2000 (and any subordinate legislation, codes of practice and guidance notes issued in respect of the Freedom of Information Act 2000) ("**FOIA**"), and in the event that the Client receives a Request for Information (as defined in the FOIA) in respect of any part of the Information, the Client shall notify Ka-boom immediately, and shall consult with Ka-boom as to the requirement to respond to such Request for Information. The parties shall assist and co-operate with one another to determine which parts of the Information (if any) are required to be disclosed by law under the FOIA and which parts of the Information (if any) are exempt from the requirement to disclose under the FOIA.

18 Compliance with law

each of the Client and Ka-boom shall comply with all applicable laws, statutes, ordinances, rules, regulations and requirements of all governmental agencies and regulatory bodies and shall apply for, obtain and pay for all necessary or desirable permits, licences or consents in connection with the work the subject of the Order and the Services.

19 Warranties and Indemnities

Client's warranties

- 19.1 The Client warrants represents and undertakes that:
- 19.1.1 the Client is free to enter into and perform the Contract and has not made and shall not make any arrangement which may conflict with it;
 - 19.1.2 the Client has the right to grant the licence contained in Clause 14.2 to Ka-boom;
 - 19.1.3 the Client's Material shall not be obscene or libellous or defamatory or infringe the copyright, right of privacy, right of publicity, moral right,

performers' right, performers' property right or any right whatever of any person;

- 19.1.4 the Client shall indemnify Ka-boom and keep Ka-boom at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision legal costs on a solicitor and own client basis), awards and damages however arising directly or indirectly as a result of any breach or non-performance by the Client of the warranties in Clause 19.1.1 to Clause 19.1.3 inclusive.

20 Limitation of Liability

- 20.1 Nothing in these Conditions shall exclude or in any way limit Ka-boom's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law.
- 20.2 Subject to Clause 20.1 but including any liability arising under any indemnity under these Conditions:
- 20.2.1 Ka-boom's maximum aggregate liability under or in connection with the Contract, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the total remuneration paid to Ka-boom under the Contract; and
- 20.2.2 Ka-boom will not be liable under these Conditions for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.
- 20.3 These Conditions state the full extent of Ka-boom's obligations and liabilities in respect of the performance of the Services. The parties agree that any condition, warranty representation or other term concerning the deliverables under the Contract and/or the performance of the Services which might otherwise be implied into or incorporated in these Conditions, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.

21 Termination

- 21.1 The Client shall be entitled to terminate the Contract in accordance with and subject to Clause 7.1 and Clause 7.2.
- 21.2 Either party may terminate any Contract forthwith by notice in writing to the other if the other party:
- 21.2.1 is in material breach of any of the terms of the Contract and, in the case of a breach capable of remedy, fails to remedy such breach within 30

days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it; or

- 21.2.2 (being a company) passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect; or
 - 21.2.3 (being a partnership or other unincorporated association) is dissolved or (being a natural person) dies; or
 - 21.2.4 becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or
 - 21.2.5 has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets; or
 - 21.2.6 ceases, or threatens to cease, to carry on business.
- 21.3 The parties' rights, duties and responsibilities shall continue in full force during the agreed period of notice and whether or not there is a period of notice, the Client shall pay all sums due in respect of work done and expenditure committed by Ka-boom until the end of the period covered by the Contract.

22 Survival of Obligations on Termination

The following Clauses shall survive the end of the Term:

Clause 13	Audit
Clause 14	Copyright and other intellectual property rights
Clause 14	Ownership and custody of material
Clause 17	Confidential information
Clause 19	Warranties and indemnities
Clause 20	Limitation of liability
Clause 29	Notices
Clause 30	Applicable law
Clause 31	Dispute resolution

23 Waiver

The failure of either party to enforce or to exercise at any time or for any period any term of or any right pursuant to these Conditions shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

24 Force Majeure

- 24.1 Neither party shall be liable for any failure to perform or delay in performance of any of its obligations under the Contract caused by circumstances beyond the reasonable control of a party to the Contract (including a labour dispute between a

party to the Contract and its employees as well as a labour dispute between a third party and its employees) (a “**Force Majeure Event**”).

24.2 The party claiming the Force Majeure Event shall promptly notify the other party in writing of its reasons for the delay or stoppage and its likely duration and shall take all reasonable steps to overcome the delay or stoppage.

24.3 If the party claiming the Force Majeure Event has complied with Clause 24.2, its performance under the Contract shall be suspended for the period that the Force Majeure Event continues and the party will have a reasonable extension of time for performance of its obligations given all the circumstances. As regards the delay or stoppage arising from the Force Majeure Event:

24.3.1 Any costs arising from such delay or stoppage shall be borne by the party incurring those costs;

24.3.2 The party claiming the Force Majeure Event shall take all reasonable steps necessary to bring that event to a close or to find a solution by which its obligations under the Contract may be performed despite the Force Majeure Event;

24.3.3 If the Force Majeure Event continues for more than 30 consecutive days, the party which is not claiming the Force Majeure Event may terminate the Contract with immediate effect on giving written notice to the other party and neither shall be liable to the other for such termination.

25 **Severance**

If any provision of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of these Conditions which shall remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

26 **Assignment**

Neither party shall assign, transfer, charge or deal in any other manner with the Contract or any of its rights under it without the prior written consent of the other party, such consent not to be unreasonably conditioned, withheld or delayed.

27 **Third Party Rights**

27.1 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

28 **Entire Agreement**

28.1 These Conditions and the documents referred to in them (the “**Contractual Documentation**”) constitute the entire agreement and understanding of the parties

and supersedes any previous agreement between the parties relating to the subject matter of these Conditions.

- 28.2 The parties agree that neither of them have been induced to enter into any Contractual Documentation in reliance upon any warranty, representation, statement, agreement or undertaking of any kind (whether negligently or innocently made) of any person other than as expressly set out in these Conditions as a warranty. The only remedy available to the parties for breach of the warranties shall be for breach of contract under the terms of these Conditions and the parties unconditionally and irrevocably waive any other claims, rights or remedies that may otherwise be available. Nothing in this Clause shall, however, operate to limit or exclude any liability for fraud.
- 28.3 Without prejudice to Clause 3.6.1, no variation of these Conditions shall be valid unless it is in writing and signed by Ka-boom Authorised Person and countersigned by the Managing Director of Ka-boom.

29 Notices

- 29.1 Any notice which either party is required by these Conditions to serve on the other party shall be sufficiently served if sent to the other party at its specified address at Clause 1 (or such other address as is notified to the other party in writing) as follows:
- 29.1.1 by hand;
- 29.1.2 by registered or first class post or recorded delivery; or
- 29.1.3 by email to the Authorised Person of the party receiving the notice.
- 29.2 Notices sent by registered post or recorded delivery shall be deemed to be served three (3) Working Days following the day of posting. Notices sent by email shall be deemed to be served on the day of transmission if transmitted before 4.00 p.m. on a Working Day, but otherwise on the next following Working Day. In all other cases, notices are deemed to be served on the day when they are actually received.

30 Governing Law and Jurisdiction

- 30.1 These Conditions shall be governed by and construed in accordance with the law of Northern Ireland.
- 30.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of Northern Ireland over any claim or matter arising under or in connection with these Conditions or the legal relationships established by the Contract.

31 Dispute Resolution

- 31.1 If any claim or dispute arises under or in connection with these Conditions, the parties will attempt to settle such claim or dispute by negotiation.

- 31.2 If any claim or dispute cannot be settled by negotiation within 21 days after either party has made a written offer to the other party to negotiate a settlement to such claim or dispute, the parties shall, before resorting to court proceedings, attempt to resolve the claim or dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 31.3 If the parties have not settled any claim or dispute by mediation within 42 days from the initiation of the mediation, the dispute shall be referred to and finally resolved by the courts in accordance with Clause 30.

SCHEDULE**Definitions and Interpretation**

1. The following words and phrases shall have the following meanings (except where the context otherwise requires):

Term	Meaning
Client Material	Means all artwork, copy, stills, models, designs, photographs, software, film, audio and all other material provided by the Client to Ka-boom in connection with the Contract, whether or not it is incorporated into the deliverables under the Contract
Ka-boom Authorised Person	Means the person working at Ka-boom who is named on the Order as the person responsible for managing the Contract on behalf of Ka-boom;
Ka-boom Material	Means all artwork, copy, stills, models, designs, photographs, software, film, audio and all other material created by Ka-boom in connection with the Contract by directors or employees of Ka-boom, whether or not it is incorporated into the deliverables under the Contract;
Project Plan	Has the meaning in Clause 4.3;
Conditions	Means these terms and conditions as amended from time to time in accordance with Clause 28.3;
Contract	Means the contract between Ka-boom and the Client for the supply of Services in accordance with these Conditions;
Client Authorised Persons	Has the meaning in Clause 6.1;
Existing Material	Means any photograph, TV programme, feature film, character, music, sound recording, performance, book, painting, software or any other material protected by Rights, and already in existence at the time it is desired to make use of it in connection with the Contract;
Expenses	Means travel, accommodation and subsistence expenses of any of Ka-boom's personnel when attending any location at the Client's request and any other expenses

	identified in the relevant Project Plan or Order (as applicable);
Fees	Means the total charges for the provision of the Services under an Order including Third Party Fees and Expenses and Ka-boom's own charges;
Independent Auditor	Means a suitably qualified and independent auditor;
Moral Rights	Means all rights described in Part I, Chapter IV of the Copyright Designs and Patents Act 1988 and any similar rights of authors anywhere in the world;
Order	Means the form, work schedule, letter or email detailing the Client's order for Services and incorporating Ka-boom's quotation;
Payment Plan	Has the meaning in Clause 4.5;
Project	Has the meaning in Clause 4.1;
Project Plan	Has the meaning in Clause 4.3;
Property	Has the meaning in Clause 16;
Records	Means such accounts and records maintained by Ka-boom of all expenditure which is reimbursable by the Client under these Conditions and as are reasonably necessary for the purpose of enabling the Client to conduct an audit of that expenditure;
Rights	Means any copyright, extended or revived copyright, design right, registered design right, patent, performer's property right, trade mark, database right or any similar right exercisable in any part of the world, including any application for registration of any patent, trade mark, registered design or similar registerable rights in any part of the world;
Services	Means those services Ka-boom will perform for the Client under the Contract as specified on the Order;
Territory	Has the meaning in Clause 3.1;
Third Party Fees	Means the fees payable by Ka-boom to third parties relating to the provision of the Services which are not Expenses;

Working Day Means a day (other than a Saturday or a Sunday) on which the clearing banks in the City of London are open for business;

Written Approval Has the meaning in Clause 6.1.

2. In these Conditions (except where the context otherwise requires) the Clause headings are included for convenience only and shall not affect the interpretation of these Conditions, use of the singular includes the plural and vice versa and the use of any gender includes the other genders.
3. The Order, the Project Plan and these Conditions form part of the Contract. Any reference to the Contract includes the Order, the Project Plan and these Conditions.
4. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended extended or re-enacted and to any subordinate legislation made from time to time under that provision.
5. References to "in writing" includes email.