

- 1 Interpretation**
- 1.1** "The Company" is Lucid Group Limited. "Client" is the person or organisation, to which the Company supplies goods or services. "Contract" is the contract between Company and Client, to which both are subject and includes any agreed variation as clause 2.2. "Standard Rates" are the Company's rates included in these conditions. "Written" or "in writing" means ink on paper or other media, fax, email or other means of digital document communication between the company and the client. "Conditions" means these terms and conditions.
- 2 Basis of the Contract**
- 2.1** Subject to clause 2.2, the contract is subject to these conditions, to the exclusion of any others purported to be imposed by the client in any way whatsoever.
- 2.2** Conditions and/or deliverables may be varied if both parties agree a variation in writing. Conflict between such agreement and this contract shall be resolved in favour of the agreement.
- 2.3** Unless specified in a new agreement, the conditions of this contract apply to any variation, or additional work associated with the contract.
- 3 Declaration of interests and conflict**
- 3.1** If the company becomes aware of a potential conflict of interest between the client and any other existing client, it will only proceed with the contract with the informed consent of both clients. The company will seek approval for any disclosures to inform either client in advance.
- 4 Estimates and Variations**
- 4.1** Estimates issued by the Company are the basis of the Contract and are valid for 3 months after issue. Subsequently they may be amended or withdrawn by the Company.
- 4.2** Errors in literature, quotation, price list or invoice of the Company are subject to correction without liability on the part of the company.
- 4.3** The Client is responsible for ensuring the accuracy of the terms of any order.
- 4.4** The Company will endeavour to complete work at agreed dates, but time of completion shall not be the essence of the contract.
- 4.5** The Company may refuse to agree to any requested variation without any liability.
- 5 Price**
- 5.1** Unless specified in the contract, the Client will be liable to the Company for costs incurred related to and in pursuance of the Contract, including, but not limited to:
- 5.1.1** Costs as identified in the company's estimate.
- 5.1.2** Time, including, but not limited to work, meetings, professional attendances & travelling time that is not specified as a deliverable.
- 5.1.3** Travel accommodation, communications, delivery, legal, subsistence and out-of-pocket expenses.
- 5.1.4** Costs incurred by the Company in performing the contract, beyond the reasonable foresight or control of the company.
- 5.1.5** VAT, import duties, or other taxation levied on the company or its subcontractors in pursuance of the contract.
- 5.2** The Company's Standard Rates for work & cost in pursuance of the contract, but not otherwise specified as a deliverable within it are:
- 5.2.1** Time £120 per person, per hour or part thereof.
- 5.2.2** Transport Vehicle mileage, 50p/mile. Air & rail travel at business class rates, taxis & other transport at cost.
- 5.2.3** Accommodation & subsistence Meals, subsistence & accommodation & communications costs when any persons work away from the Company's offices at cost.
- 5.2.4** Other costs Including but not limited to external contractor costs, prints & prototypes are subject to a management fee of 25% of their cost.
- 5.2.5** Meetings & attendances Where included in an estimate, time allowance is 2 hours (including travel), after which time will be charged at the company's standard rate.
- 6 Deliverables**
- 6.1** Unless specified in a contract, the client will receive one copy of each deliverable. Additional deliverables are chargeable at the Company's Standard Rates
- 6.2** Work in uncompleted form may not be used or published without the prior written consent of the Company
- 6.4** No modifications to the Company's work relating to the Contract may be made during its course, by any third party, without the prior written agreement of the Company.
- 6.5** The company asserts its right to be identified as author of work resulting from the contract including in any publication.
- 6.6** Should a client require deliverables in advance of the Company's schedule, the Company may charge additional costs at its Standard Rates.
- 7 Acceptance of work**
- 7.1** The client acknowledges that the Company's work and charges for any part of a contract are satisfactory, on written or verbal acceptance or:
- 7.1.1** On the client's instruction to proceed to a different stage, or variation in the Contract, or a new contract based on the original Contract's results
- 7.1.2** On payment, part payment, or notification of the intent to pay for invoices relating to the Contract, with the exception of deposits as 8.1.
- 7.1.3** In the event of no formal written complaint relating to completeness or fitness for purpose being presented to the Company within the credit terms agreed in the Contract.
- 8 Payment terms**
- 8.1** Unless otherwise agreed, the Company will commence work after payment of a deposit of 50% of estimated cost at each contract stage. The remainder is payable immediately on delivery.
- 8.2** The Company will issue invoices for additional costs and expenses at the completion of work identified in deliverables for stage, or at end of the month in which the cost was incurred.
- 8.3** Invoices must be settled by return on the invoice date unless otherwise agreed. Time of payment is of the essence of the Contract
- 8.4** The Company reserves the right if any invoice remains unpaid (whether wholly or in part) for over 7 days from its date of issue to:
- 8.4.1** Give immediate notice to the Client that work on the programme will cease until outstanding payments are made;
- 8.4.2** Charge interest at 8% per annum above the base rate of the Bank of England at the date on which payment became overdue, calculated on a daily basis
- 8.4.3** Assign a debt to a third party for collection. Such debt will be subject to a surcharge of 15% plus vat; plus any interest, legal costs and fees incurred in obtaining settlement.
- 8.5** If the Company is unable to complete work by an agreed date due to any factors outside its control, the Company may invoice for work completed at that date.
- 9 Termination**
- 9.1** This Contract may be terminated by either party giving written notice to the other, identifying breach in any the terms of the Contract by the other party, or if a party:
- 9.1.1** Is made bankrupt; enters into any arrangement or composition with creditors, enters comparable insolvency procedure in any jurisdiction, is petitioned for winding up or for an administration order to be made against it, has a receiver, manager, or administrative receiver appointed over, all or any part of its assets.
- 9.1.2** Gives written notice that in their opinion the Contract is not achievable by the agreed programme.
- 9.2** If a contract is to be carried out in stages & delay of more than one month occurs during a stage, or between any two stages occasioned by instruction or act or omission of the Client, the Company may withdraw from the Contract and be entitled to immediate payment of all amounts due.
- 9.3** On termination of the Contract the client will pay the company for all work carried out in pursuance of the contract and:
- 9.3.1** The Client indemnifies the Company for liability under contracts entered into related to the Contract, for which the Company remains liable notwithstanding termination of this Contract.
- 9.4** Termination of this Contract for any reason shall not affect the parties' accrued rights and liabilities arising under the Contract prior to termination
- 10 Confidential information/title**
- 10.1** The Company, the Client, their agents and employees (the parties) will keep confidential disclosures in the course of setting up or working on the contract. Exclusions from this information:
- 10.1.1** In the parties' possession already, received by the parties in good faith from a third-party, or that becomes in the public domain at any time.
- 10.1.2** Subject to an obligation on the parties to report or reveal to a statutory body, including but not limited to a notified body, competent authority, or court.
- 10.2** Any matter submitted by the company to a client before a contract is agreed is confidential and must not be shown, copied or used for any purpose other than in the execution of the Contract.
- 10.3** The Company retains title and ownership of any work related to the Contract, including, but not limited to intellectual property rights, until all invoices related to the Contract are paid in full.
- 10.4** On payment of all invoices related to the contract, rights to exploit materials and work specified in the contract will be deemed assigned to the Client.
- 10.5** The Client may request assignment of ownership of rights arising from Contract, limited to the extent that the Company's legal ability to assign such rights, excluding, unless agreed by all parties:
- 10.5.1** Pre-existing rights of the Company or third parties, including, but not limited to pre-existing software code, designs and formulations contributing to the work in the Contract.
- 10.5.2** Exploitation by the Company in future work outside the scope of the Contract, including, but not limited to software code, electronic modules, processes, designs and formulations.
- 10.6** Outcomes of the contract in any form remain property of the Company unless specific deliverables in the contract. They must not be used without the written permission of the Company.
- 10.7** During the course of the Contract, neither Company nor the Client may use the name of the other for publicity purposes without the written consent of the other.
- 10.8** The Company may use commissioned work for promotion, if the Contract's results have been promoted openly, or with permission from the client.
- 11 The Company's Liability**
- 11.1** Statements of Company staff or others engaged by the Company shall not be binding on the Company until confirmed by it in writing.
- 11.2** The Client agrees that claims in relation to the Contract or anything connected to would be against the Company, not against any person/s or subcontractor of the company.
- 11.3** The Company accepts no liability whatsoever arising for the use of:
- 11.3.1** Deliverables specified in a Contract, intentionally or otherwise used for purposes other than stated in the Contract.
- 11.3.2** Any use of work, outcomes or know-how delivered, but unspecified as deliverables in the Contract.
- 11.4** The Company will only undertake work within the expertise and competence of its staff, advisers and consultants delivered with due skill and diligence. To facilitate this the Company requires that the Client fully and promptly shares any information relevant to the Company's work on the contract known to the Client and any other partners involved.
- 11.5** The Company will endeavour to achieve Contract objectives, but offers no warranty, express or implied that outcomes will be full or partial solutions, acceptable to the Client, or other parties.
- 11.6** The Company recommends that Clients seek professional advice relating to existing, potential, or claimed intellectual property rights arising from the Contract. The Client indemnifies the company against liability, loss, costs, expenses, claims or proceedings relating to any issue related to actual or purported intellectual property rights.
- 11.7** Items supplied by the client to the Company will be at the risk of the Client and the Company shall not be liable in respect of any loss or damage arising from such items.
- 11.8** The Client is responsible for ensuring that Contract outcomes are fit for purpose.
- 11.9** Accurate prototypes and test batches of any design must be verified as produced correct to design and thoroughly evaluated to assess safety any other factors before offering it for any use.
- 11.10** The company can only be responsible for outcomes where the Company is contracted to:
- 11.10.1** Verify that the outputs made from the Company's design (including, but not limited to physical parts or digital software) are to the Company's specification, prior to use.
- 11.10.2** Validate that the specification and is fit for the intended purpose, prior to use.
- 11.10.3** Evaluation may expose persons, organisations, or property to known, or unforeseen hazards. The Client indemnifies the Company against any liability, loss, costs, expenses, claims, or proceedings relating to any issue whatsoever related to evaluation or use of any designs in prototype or production form.
- 11.11** The Client will be liable for any cost resultant in variation to contract, in resolution of potential or actual damage or hazards following test or evaluation of prototypes or production.
- 11.12** Unless specified in a contract, measurements undertaken by the Company and reported to the Client may not use calibrated equipment.
- 11.13** The Company can only deliver services under the provisions of the Company quality management system/s unless the contract specifies integration into other systems.
- 11.14** It is the responsibility of the Client to ensure that the correct issue of any data issued by the Company is maintained by the Client and any sub-contractors or customers.
- 11.15** The Company will endeavour to preserve any Client property provided in reasonable condition, but property is at risk of the Client unless specific agreement otherwise is made.
- 11.16** The Company shall not be liable to the Client under common law, or under the terms of the contract for damage to reputation or goodwill, loss of future business, damages, costs, or expenses payable by the Client to third parties, or any loss whatsoever in connection with the Contract.
- 11.17** If any liability attaches to the Company, the amount recoverable by the Client shall not exceed amounts payable by the Client for completed contract stages.
- 12 The Company's employees, sub-contractors and associates**
- 12.1** The Client agrees that during any engagement with the Company, or within one year after completed payment of any invoice due from the Company, that:
- The Client or it's associates will not engage in any activity that could directly or otherwise solicit, entice away, reduce availability, or increase costs to the Company for an employee, associate, or subcontractor, including but not limited to discussions or offers or related to employment, subcontracting, equity or share options without the prior written permission of the Company's Directors.
- 13 General**
- 13.1** Failure or neglect by the Company to enforce any of the Conditions shall not be a waiver of the Company's rights under the Contract.
- 13.2** If any provision of these Conditions is held by competent authority to be unlawful, invalid, or unenforceable, the other provisions and the remainder of the provision in question shall not be affected and shall be valid and enforceable to the fullest extent permitted by law