Definitions:

In these Conditions the following expressions have the following meaning:

Client: -	The person who has engaged CBRE for the execution of the Main Contract Services.
Commencement Date: -	The date stated as such in the Order.
Conditions: -	These standard terms and conditions.
Confidential Information: -	Any information relating to CBRE's or the Client's (or their respective associated companies') businesses which is not in the public domain or already in the possession of the Sub-Contractor.
Contract Period: -	The period stated as such in the Order during which the Sub-Contractor will provide the Services.
Intellectual Property Rights: -	All patents, know-how, copyrights, trade or service marks, design rights, and all other intellectual property rights of any kind.
Main Contract: -	The contract between the Client and CBRE in relation to the Main Contract Services.
Main Contract Services: -	The services carried out at the Site by CBRE under the Main Contract.
CBRE: -	CBRE Managed Services Limited or any affiliate which has issued the Order.
CBRE Contract Manager: -	The person notified from time to time by CBRE to the Sub-Contractor as the CBRE representative managing the Sub-Contract.
CBRE Job Report Sheet: -	A document available upon request which is to be completed following each visit should the Sub-Contractor not have a Service Report Sheet.
Order: -	The order issued by CBRE setting out the particulars of the Services required to be performed by the Sub-Contractor and all other terms specific to the Services, and includes all documents referred to in it.
Regulations: -	EC Directive no. 2001/23 dated 12 March 2001, (the Acquired Rights Directive) as amended from time to time, and domestic legislation implementing such directive into the national law of any country in the European Union or any similar legislation in any country outside the European Union, as amended from time to time.
Services: -	The services to be performed by the Sub-Contractor in accordance with the particulars set out in the Order.
Service Report Sheet: -	A document which details the services carried out on each day a Sub-Contractor engineer is on Site which includes, but is not limited to, start time, completion time, Site name and address, areas of work, asset name/number, no. of engineers on Site, test results (where applicable), parts used, engineers and CBRE representative signature.
Site: -	The actual place or places where the Services are to be performed by the Sub-Contractor.
Sub-Contract: -	The agreement between CBRE and the Sub-Contractor, comprising these Conditions and the Order.
Sub-Contractor: -	The person to whom the Order is addressed.
Working Day: -	A day other than a Saturday or Sunday or public holiday in the country where the Services are performed.

1. General

1.1. The headings to these Conditions of this Sub-Contract are for convenience only and will not affect its construction or interpretation.

1.2. In these Conditions: -

1.2.1. words denoting any one gender include all genders and vice versa and the singular includes the plural and vice versa;

1.2.2. references to persons include individuals, partnerships, bodies corporate and unincorporated associations;

1.2.3. a reference to a clause is a reference to a clause or sub-clause of these Conditions;

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1.2.4. reference to statutes or statutory provisions shall be construed to include references to those statutes or provisions as amended or re-enacted from time to time; and

1.2.5. the words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words.

1.3. In the event of any conflict whatsoever between these Conditions and any part(s) of the Order and associated documentation, the terms of these Conditions shall prevail.

1.4. Following the issuing of an Order the Sub-Contract shall be formed, and a binding contract shall exist to supply the Services, on the earlier of the Sub-Contractor indicating its acceptance of the Order (e.g. by a written or oral order confirmation) or commencing performance of the Order. For the avoidance of doubt unless otherwise agreed in writing CBRE does business only on these Conditions and any Sub-Contractor who makes offers to CBRE or accepts offers made or orders placed by CBRE (whether expressly or by performance) shall be deemed to accept these Conditions to the exclusion of all others including the Sub-Contractor’s own business terms.

2. Appointment

2.1. Subject to and in accordance with the terms of the Sub-Contract, CBRE appoints the Sub-Contractor and the Sub-Contractor accepts the appointment as an independent contractor and agrees to provide the Services at the Site for the Contract Period. CBRE reserves the right to appoint other service providers in respect of the Services and similar services.

3. Main Contract

3.1. The Sub-Contractor shall be deemed to have full knowledge and understanding of the contents and requirements of the Main Contract.

3.2. The terms and conditions of the Main Contract are deemed to be incorporated into and form part of the Sub-Contract. In the event of any conflict the provisions of the Sub-Contract shall prevail.

3.3. The Sub-Contractor shall perform the Services so that no act, error or omission on its part shall cause or contribute to any breach by CBRE of the Main Contract and the Sub-Contractor shall carry out the Services in accordance with all the requirements (including all timescales, specifications and service levels) of the Main Contract and shall (except to the extent provided otherwise in the Sub-Contract) assume all of CBRE’s obligations and liabilities under the Main Contract in relation to the Services.

3.4. The Sub-Contractor hereby acknowledges that a default, error, omission or breach of the Sub-Contract by the Sub-Contractor may result in liability for CBRE to third parties for damages, penalties, costs and expenses (including under the Main Contract and other contracts made by CBRE in connection therewith). All such liability is hereby agreed to be within the contemplation of the parties as recoverable losses of CBRE.

4. Price & Payment

4.1. The total price to be paid for the Services shall be the sum stated on the Order. Unless otherwise stated in the Order, the price will be: -

4.1.1. a lump sum price for the entire Services;

4.1.2. fully fixed for the duration of the Sub-Contract;

4.1.3. inclusive of all charges for packaging (and the return thereof), packing, shipping, carriage, insurance, delivery, off-loading to the Site, installation, testing and/or commissioning and any duties, imposts or levies other than value added tax;

4.1.4. subject only to adjustment in respect of changes to the Services in accordance with clause 9; and

4.1.5. exclusive of any applicable tax (which shall be payable by CBRE subject to receipt of a tax invoice).

4.2. The Sub-Contractor is deemed to have considered the details of the Order and inspected the Site and to have satisfied itself regarding any circumstances, conditions or restrictions which may affect the Services and failure to fully consider instructions or information in the Order or to inspect the Site or take due note of prevailing conditions will in no way permit the Sub-Contractor to claim for any additional costs or expenses whatsoever.

4.3. Subject to clause 4.4, the Sub-Contractor shall be entitled to invoice CBRE on or after the completion of the whole of the Services.

4.4. Notwithstanding clause 4.3, where the Order specifies that the Services shall be carried out in separate instalments, and subject to compliance by the Sub-Contractor with clauses 4.5 and 4.6 below, the Sub-Contractor shall be entitled to invoice either:

4.4.1. the amount specified in the Order for the relevant instalment; or

4.4.2. if no such amount is specified, a pro-rata proportion of the Order price,

following the completion of each instalment.

4.5. Where clause 4.4 applies, following the completion of each instalment the Sub-Contractor must issue Service Report Sheet(s) which are to be signed by and left with a CBRE representative on Site. In the event that the Sub-Contractor does not have an

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approved Service Report Sheet, it shall ensure its representative completes a CBRE Job Report Sheet which is available upon request. In the event that no CBRE representative is available on Site, the completed sheet is to be forwarded to the relevant CBRE office marked for the attention of the CBRE Contract Manager, within seven days of the completion of the instalment. Test/conformity certificates are to be sent under separate cover to the relevant CBRE office marked for the attention of the relevant CBRE Contract Manager.

4.6. All invoices must clearly detail the Services carried out and if requested full substantiating documentation including, but not limited to, signed engineers report sheets, maintenance check sheets, any documentation required in accordance with clause 4.5 and any other documentation necessary to satisfy CBRE that the services invoiced has been carried out in accordance with the Sub-Contract shall be delivered to CBRE within 5 Working Days of request by CBRE.

4.7. Each invoice issued under this Sub-Contract must be supplied in the format required by CBRE and will in any event contain the following information:

4.7.1. the number of the Order;
4.7.2. the address of the Site to which the Services relate;
4.7.3. the period to which the invoice relates in the case of the Services being carried out in instalments.

4.8. Invoices must be presented to CBRE within 30 days of the Services or each instalment of the Services being carried out. Any invoice received after 60 days of the Services or any instalment of the Services being carried out will not be accepted by CBRE.

4.9. Unless otherwise stated in the Sub-Contract, CBRE shall pay correctly submitted invoices within forty five days after the end of the month of receipt by CBRE of such invoice or, if later, after acceptance by CBRE of the Services to which the invoice relates.

4.10. CBRE shall be entitled to set off against the price any sums owed to CBRE by the Sub-Contractor whether under the Sub-Contract or any other contract or order or arrangement between the parties, or otherwise recovered as an outstanding debt to CBRE.

4.11. If CBRE fails to make any payment when due, the Sub-Contractor shall be entitled to be paid compensation and charge simple interest on the overdue amount at a rate of 3% above the sterling base rate from time to time of Barclays Bank plc which shall accrue from day to day (both before and after any judgment) from the due date until payment in full is received by the Sub-Contractor.

5. The Sub-Contractor's General Obligations

5.1. The Sub-Contractor shall provide the Services during the Contract Period: -

5.1.1. with reasonable skill, care and diligence;
5.1.2. in accordance with the Order and other terms of the Sub-Contract;
5.1.3. in accordance with all instructions issued by CBRE; and
5.1.4. in a timely and professional manner.

5.2. The Sub-Contractor shall use reasonable skill, care and diligence to ensure compliance with: -

5.2.1. all applicable laws and regulations, Site rules, safety and security procedures notified by CBRE or the Client and all health, safety and hygiene regulations required by law, or which otherwise form an industry standard (including, but not limited to, any applicable safety guidance and recommendations approved or published by the Health and Safety Executive (or its successor));
5.2.2. any manufacturer's guarantees or recommendations; and
5.2.3. any rules and regulations issued by the Client to the CBRE governing the performance of the Main Contract Services at the Site.

5.3. The Sub-Contractor shall proceed regularly and diligently with the Services in accordance with the Sub-Contract so that the Services are completed by the end of the Contract Period and in accordance with any programme for service visits. The Sub-Contractor will maintain full co-operation with CBRE and other sub-contractors during the execution of the Services.

5.4. The Sub-Contractor shall ensure that its employees, agents and contractors are fully aware of all of the matters referred to in clause 5.2 and shall procure compliance by its employees, agents and contractors with all such rules, procedures and requirements.

5.5. Without prejudice to the generality of clause 5.2.1, the Sub-Contractor shall ensure that it holds and that all of its employees, agents and contractors hold all relevant licences, permits and authorisations to allow the lawful performance of the Services at all times.

5.6. The Sub-Contractor shall cause the minimum level of disruption reasonably possible in performing the Services and shall keep CBRE advised in good time of any significant disruption that may arise.

5.7. The Sub-Contractor shall have access only to such parts of the Site as are reasonably necessary for the purpose of providing the Service and shall ensure that its employees, agents and contractors do not enter other parts of the Site.

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6. Commencement

6.1. The Services shall commence on the Commencement Date and shall continue for the Contract Period, subject to clauses 6.3 and 19.

6.2. Unless the Contract Period is extended in accordance with clause 6.3, the Sub-Contractors engagement shall automatically terminate at the end of the Contract Period.

6.3. CBRE may extend the Contract Period by giving the Sub-Contractor written notice of its intention to do so at least 14 days prior to the end of the Contract Period.

7. Non-performance of the Services

7.1. As soon as it becomes apparent to the Sub-Contractor that the commencement, progress or completion of the Services is, or is likely to be delayed, the Sub-Contractor shall give written notice to CBRE of the cause or causes of the delay and the anticipated effect and length of the delay, together with an estimate of the expected delay, if any, in the completion of the Services.

7.2. Without affecting any other rights or remedies of CBRE, if the Sub-Contractor fails to provide the Services in accordance with the Sub-Contract, CBRE shall be entitled to:

7.2.1. make such abatements from any sums due to the Sub-Contractor under this Sub-Contract as may reflect the level of any penalties, liquidated damages or other sums imposed on CBRE by the Client as a result of any failure to perform by the Sub-Contractor or, if no such penalties, liquidated damages or sums are specified in the Main Contract, as may reflect the reduced value of the Services provided by the Sub-Contractor; and/or

7.2.2. require the Sub-Contractor to re-perform or make all necessary corrections to the Services immediately, at the Sub-Contractor's cost.

7.3. All timescales and dates in a Sub-Contract must be met by the Sub-Contractor. Any failure to meet such timescales and dates shall be treated as a breach which cannot be remedied and shall entitle CBRE to terminate the Sub-Contract without affecting any other of CBRE's rights or remedies.

8. Equipment, Facilities and Resources

8.1. The Sub-Contractor shall, at his own expense, provide all the Sub-Contractor's equipment necessary for the proper execution of the Services and shall keep the Sub-Contractor's equipment in good repair and safe condition. CBRE shall not be required to provide any facilities, services, materials, equipment, tools or any other matter for the performance of the Services unless specifically set out in the Order.

8.2. The Sub-Contractor shall provide all resources necessary (at the Sub-Contractor's expense) to execute and complete the Services in accordance with any programme for service visits. Furthermore, the Sub-Contractor will comply with any requests from CBRE to record and demonstrate the progress of the Services to allow CBRE to continuously compare actual performance with the progress required to achieve the CBRE obligations under the Main Contract. The resources necessary to meet this requirement may include attending regular progress meetings and/ or the completion of a detailed Site log, the format of which is as determined by CBRE.

8.3. Representatives of CBRE and/or the Client may undertake unannounced inspections of the Services being performed and interview the Sub-Contractors employees, agents and contractors on Site in order to monitor the Services.

8.4. The parties shall throughout the performance of the Services meet with such frequency as is specified in the Sub-Contract or as may be reasonably required by CBRE, in order to monitor the progress of the Services, agree the effect of variations or deal with any other matters whatsoever arising under or in connection with the Sub-Contract.

9. Changes to the Services

9.1. No changes, variations, or extra services or work or supply of goods of any kind are to be carried out without prior written instruction from CBRE.

9.2. CBRE may request an addition to or omission from or other change in relation to the Services and the manner of their performance by issuing a written notice to the Sub-Contractor.

9.3. Within 5 Working Days of receipt of such a written notice, the Sub-Contractor shall provide CBRE with: -

9.3.1. a reasonable estimate of the increase or reduction in the price stated in the Order, together with a reasonably detailed breakdown of the manner in which such estimate was calculated; and

9.3.2. if such change cannot reasonably be implemented immediately, the time which it reasonably requires to implement such change.

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9.4. The Sub-Contractor shall promptly provide to CBRE all additional information that CBRE may request, including further estimates in respect of the matters set out in clauses 9.3.1 and 9.3.2, to assist CBRE in evaluating the benefit of any proposed change.

9.5. If CBRE wishes to proceed with a proposed change, CBRE will issue written confirmation signed by a manager or director of CBRE that the change is to be implemented. The Sub-Contractor shall then implement the proposed change and the price stated in the Order shall be adjusted in accordance with the agreed amount. The Sub-Contract shall continue unamended should CBRE elect not to proceed with any change.

10. Intellectual Property Rights

10.1. All Intellectual Property Rights in or arising out of any goods, materials, designs, drawing and specifications provided by CBRE in connection with the Sub-Contract shall remain at all times vested in, and the property of, CBRE. Where designs, products, or any developments (each being "Works") are specifically produced or developed by the Sub-Contractor for CBRE in connection with this Sub-Contract, all Intellectual Property Rights in such Works shall be the exclusive property of CBRE.

10.2. The Sub-Contractor hereby assigns (or shall procure the assignment) to CBRE absolutely, with full title guarantee, all right, title and interest in any present and future Intellectual Property Rights in or arising out of any Works for the full term of such rights and all renewals and extensions, together with all rights of action and remedies in relation to infringements thereto and hereby waives or shall procure a waiver of all moral rights in such Works. At the request of and at no additional cost to CBRE, the Sub-Contractor shall promptly do all such further things and sign all documents or instruments necessary to vest all Intellectual Property Rights in or arising out of any Works in CBRE.

10.3. The Sub-Contractor shall indemnify and keep indemnified CBRE and its directors, officers, employees and agents from and against any and all damages (including legal fees and expenses) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or use of the Works by CBRE or the Client infringes the confidentiality or other Intellectual Property Rights of the said third party.

10.4. The parties agree that the Works (and all other things in which CBRE holds the Intellectual Property Rights pursuant to clause 10.1):

10.4.1. may only be used by the Sub-Contractor as necessary to perform the Sub-Contract; and

10.4.2. shall not be made available to any third party (other than the Client where required under the Main Contract) without CBRE's prior written consent.

11. Staff Transfers

11.1. The termination, amendment or reduction in scope of any of the Services shall not, for the purposes of the Regulations, constitute a relevant transfer of any employees, agents or contractors of the Sub-Contractor. If, however, a contract of employment between the Sub-Contractor (or its contractor) and any person has effect, pursuant to the Regulations, as if originally made between CBRE and such person, or if a claim is made to such effect, CBRE may terminate such contract of employment. The Sub-Contractor shall indemnify and keep CBRE indemnified at all times from and against all claims, costs, (including legal costs on a full indemnity basis) expenses, losses and liabilities incurred by the CBRE in respect of the employment, and the termination of the employment, of any such employees and in respect of any claim arising out of the actual or alleged application of the Regulations to the Sub-Contract, its termination or any reduction in scope of any of the Services.

12. Confidentiality

12.1. The Sub-Contractor shall not during or after termination of this Sub-Contract use (other than in the performance of this Sub-Contract) or disclose to any other person any Confidential Information of CBRE or the Client, except that any obligations contained in this clause shall not prevent any disclosure of: -

12.1.1. Confidential Information which is required by law, court order or any legal or regulatory authority, which is required to comply with the rules of any relevant stock exchange or disclosure to a party's professional advisors acting in their capacity as such; or

12.1.2. CBRE's Confidential Information where the Sub-Contractor has obtained the prior written consent of CBRE to such disclosure.

12.2. The Sub-Contractor acknowledges the importance of protecting the confidentiality of CBRE's and the Client's Confidential Information and shall ensure that all its employees, agents and contractors are aware of this and shall procure that they comply with confidentiality obligations equivalent to those of the Sub-Contractor in this Sub-Contract. The Sub-Contractor shall, if requested by CBRE, require all of its relevant employees, agents and contractors to enter into specific confidentiality agreements (which may be directly with CBRE, if so requested) protecting the Confidential Information of CBRE and the Client, in terms approved by CBRE and where the Sub-Contractor is a party to such agreements, shall take all steps necessary to enforce such agreements.

12.3. The Sub-Contractor shall not publicise or disclose the existence or content of the Sub-Contract, its relationship with CBRE, or CBRE's relationship with the Client, without the prior written agreement of CBRE.

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12.4. The Sub-Contractor shall not, without the prior written approval of CBRE, take or authorise the taking of any photographs for use in any publicity or advertising, or publish alone or in conjunction with any other person or article, photographs or other illustrations relating to the Services, the Client or the Site, nor shall it impart to any publication, journal or newspaper or any radio or television programme any information relating to the Sub-Contract.

12.5. The Confidential Information of CBRE shall include all know-how, patents, copyrights, design rights and any other intellectual property rights arising from the execution of the Sub-Contract.

12.6. Any Confidential Information shall be returned to CBRE or deleted by the Sub-Contractor at the request of CBRE.

13. Non-Solicitation

13.1. In order to protect the value of CBRE's client contacts, the Sub-Contractor undertakes, in relation to any services similar or connected to the Services, during the term of this Sub-Contract and for 12 months thereafter not to directly or indirectly (including through any associated companies or other associated individuals) solicit orders from, supply, quote, tender or carry out any services whatsoever for the Client. Should the Client approach the Sub-Contractor, the Sub-Contractor will refuse any such approach and refer the Client to CBRE. If the Client will only deal with the Sub-Contractor, the Sub-Contractor shall pay to CBRE a commission of an amount equal to the amount that CBRE would have earned on the transaction had the supply been made through CBRE.

14. Liability, Insurance and Indemnity

14.1. The Sub-Contractor shall be liable for and shall indemnify and keep indemnified CBRE and its directors, officers, employees and agents from and against any and all claims, demands, proceedings, damages, losses, liabilities, costs, charges and expenses (including professional fees on a full indemnity basis) of whatever nature which are brought against or incurred or suffered by CBRE arising out of or in connection with the Sub-Contractor's breach of the Sub-Contract or negligence or otherwise arising out of or in connection with the Sub-Contractor's, its employees, directors, contractors or agents activities in relation to the Sub-Contract, including but not limited to claims for (i) death or personal injury, (ii) loss of or damage to property (iii) any economic loss, loss of profit, revenue, anticipated savings, data, use, contract, goodwill, opportunities or business and (iv) any indirect or consequential loss or damage, in each case whether suffered by CBRE, the Client or any other third party.

14.2. Subject to clause 14.4, CBRE shall not be liable to the Sub-Contractor, or to any of the Sub-Contractor's employees, agents or contractors, for any damages and/or compensation in respect of claims for personal injury or death suffered by any of the Sub-Contractor's employees or other staff. Subject to clause 14.3, the Sub-Contractor shall indemnify and keep indemnified CBRE and its directors, officers, employees and agents from and against all claims, demands, proceedings, damages, losses, liabilities, costs, charges, expenses (including professional fees on a full indemnity basis) of whatever nature which are brought against or incurred or suffered by CBRE in connection with such claim.

14.3. The indemnities in clauses 14.1 and 14.2 shall not apply to any damages, losses, liabilities, costs and expenses:

14.3.1. to the extent caused by the negligence or wilful act or omission of CBRE; and

14.3.2. to the extent caused by any breach or non-performance by CBRE of this Sub-Contract.

14.4. Nothing in this Sub-Contract shall exclude or restrict the liability of either party to the extent prohibited by law and in particular nothing in this Sub-Contract shall limit or exclude liability for death or personal injury caused by negligence to the extent prohibited by law, or for fraudulent misrepresentation or other fraud.

14.5. The Sub-Contractor shall take out and keep in force suitable Employers Liability, Contract Works, Public and Products Liability insurance and other insurance that may be required against its liabilities under the Sub-Contract and shall demonstrate the same to CBRE at all reasonable times. The amount for each type of insurance shall be no less than £5,000,000.00 (or an equivalent amount in the local currency where Services are ordered) unless CBRE agrees in writing to a lower figure.

14.6. The Sub-Contractor must, prior to commencing the Services, ensure that the current copies of his insurance Certificate(s) are held by CBRE.

15. Goods and Materials supplied by the Sub-Contractor

15.1. All goods and/or materials supplied as part of the Services shall be as specified in, and comply with the requirements of, the Order. Where standards of quality are not specified for the goods and/or materials in the Order, such goods and/or materials shall be of the best available quality suitable for the purposes for which they are intended and shall comply with the latest British Standards (where appropriate) and where applicable the Main Contract.

15.2. The Sub-Contractor shall ensure that the benefit of any warranty, guarantee or other protections provided by the manufacturer or other supplier of the goods and/or materials supplied as part of the Services shall extend to CBRE and the Client, or shall be capable of transfer to CBRE or the Client.

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16. Ownership, Title and Risk

16.1. Ownership and title in all products, goods and materials supplied under the Sub-Contract shall pass to CBRE on delivery.

16.2. Ownership and title in items issued to the Sub-Contractor on a "free issue" basis by CBRE shall remain with CBRE at all times. Risk of loss of or damage to any such items shall pass to the Sub-Contractor on delivery and shall remain at the Sub-Contractor's risk until returned to the custody of CBRE.

17. Site Attendance

17.1. If the Sub-Contractor is required to attend the Site for any activity whatsoever, it is a condition of the Sub-Contract that it and all its employees, agents and contractors have read, understood and fully comply with the CBRE Health and Safety Rules for Contractors (which is available upon request) prior to and during the execution of any services on Site.

17.2. The Sub-Contractor is responsible for arranging access to the Site. This must be arranged by the Sub-Contractor through a CBRE representative at least 48 hours prior to a visit. CBRE will not be held responsible for any costs incurred by the Sub-Contractor for failure to arrange access. CBRE cannot guarantee that car parking is available on Site and no additional costs will be accepted in respect of car parking and/or any other travel related costs.

18. Supervision

18.1. At all times during the carrying out of the Services the Sub-Contractor shall provide all necessary supervision to ensure the proper execution of the Services and shall have a competent person in charge on the Site who shall be authorised to accept instructions and directions on behalf of the Sub-Contractor**.**

18.2. The Sub-Contractor shall provide such evidence as CBRE may reasonably require relating to the suitability and competence of any person employed by the Sub-Contractor in the performance of the Services. CBRE shall have the right to require the Sub-Contractor to provide a competent substitute for any person so employed who in CBRE's opinion is incompetent, negligent or otherwise unsuitable. For the avoidance of doubt, should the Sub-Contractor be unable to satisfy CBRE in their reasonable opinion that any person is suitable, then CBRE will have no alternative but to refuse entry and/or commencement of the Services and/or cease the progress of the Services. In these circumstances, CBRE shall not be responsible for any abortive or additional costs the Sub-Contractor may incur as a result. Furthermore, should CBRE incur any costs, either itself or from third parties (including the Client), then such costs will be deducted from the Sub-Contractor in accordance with clause 4.10.

19. Termination

19.1. The Sub-Contractor's engagement under this Sub-Contract may be terminated by CBRE in the following circumstances: -

19.1.1. upon giving the Sub-Contractor not less than 1 month's prior written notice at any time;

19.1.2. by written notice with immediate effect if the Sub-Contractor has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within 3 Working Days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the Sub-Contractor is incorporated, resident or carries on business;

19.1.3. by written notice with immediate effect if the Sub-Contractor is in breach of any of its obligations under this Sub-Contract and, if the breach is capable of remedy, the Sub-Contractor has failed to remedy such breach within 15 Working Days of receipt of a request to do so.

19.2. Notwithstanding clause 19.1 above, this Sub-Contract shall automatically terminate in the event that CBRE's engagement under the Main Contract is terminated.

19.3. Notwithstanding any other provision of the Sub-Contract, in the event of any termination of this Sub-Contract for any default of the Sub-Contractor including (without limitation) pursuant to clause 19.1.2 or 19.1.3, CBRE reserves the right to withhold or suspend payment to the Sub-Contractor until such time as CBRE has assessed (i) the additional cost to CBRE of completing the Services (or arranging for a third party to complete the Services), (ii) any other costs and liabilities incurred by CBRE in connection with the termination, (iii) the quality and value of the services carried out by the Sub-Contractor up to the date of termination in connection with the Sub-Contract and (iv) any other issues that CBRE considers require CBRE's assessment in connection with the Services and/or this Sub-Contract. In accordance with clause 4.10, CBRE shall be entitled to set off against any sums that are due to the Sub-Contractor any amounts calculated in accordance with this clause 19.3 and any other amounts owed to CBRE by the Sub-Contractor whether under the Sub-Contract or any other contract or order or arrangement between the parties.

19.4. CBRE shall not be liable to the Sub-Contractor for any loss of or damage to profit, revenue, anticipated savings, wasted costs, contract, goodwill, opportunities or business or any indirect or consequential loss or damage in the event that CBRE terminates the Sub-Contract in accordance with this clause 19.

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19.5. Termination, howsoever, caused shall not affect:

19.5.1. any right or liabilities which have accrued prior to the time of termination;

19.5.2. the continuance in force of any provision of this Sub-Contract which expressly or by implication is intended to come into or continue in force after termination (including, but not limited to, clause 3 (Main Contract), clause 5 (The Sub-Contractor's General Obligations), clause 10 (Intellectual Property Rights), clause 11 (Staff Transfers), clause 12 (Confidentiality), clause 14 (Liability, Insurance and Indemnity), clause 15 (Goods and Materials supplied by the Sub-Contractor), clause 19.3 (Termination), clause 19.4 (Termination), clause 19.5 (Termination), clause 19.6 (Termination), clause 20 (Open Book Policy and Audit Rights) clause 22 (Third Party Rights), clause 24 (Severability) and clause 27 (Applicable Law)) .

19.6. On termination of the engagement of the Sub-Contractor for any reason, the Sub-Contractor shall, where applicable, take immediate steps to bring to an end its performance of the Services in an orderly manner but with all reasonable speed and economy and shall forthwith vacate the Site. In addition the Sub-Contractor shall deliver to CBRE all Confidential Information of CBRE and the Client and correspondence and documentation (including but not limited to engineers reports and test certificates) relating to the Services.

20. Open Book Policy and Audit Rights

20.1 The Sub-Contractor shall conduct all dealings with CBRE on a fully open book basis. When requested to do so the Sub-Contractor will provide CBRE any further detailed information relating to any quotation or Order that CBRE may reasonably require.

20.2 CBRE further reserves the right to audit, both financially and operationally, the Sub-Contractor, with reasonable notice and at a time of the CBRE's choosing. CBRE will give the Sub-Contractor ten days prior written notice of CBRE's intention to undertake an audit.

20.3 For any audit, the Sub-Contractor shall grant to CBRE unlimited right of access to any of the Sub-Contractor's data, records, books of accounts (in accordance with best accountancy practices), documents and other materials (including the right to copy) which relate to this Sub-Contract or any specific Order(s).

20.4 CBRE undertakes to hold any information provided by the Sub-Contractor in relation to this clause as confidential and not to make the information available to any third party, except for the Client, without the express written consent of the Sub-Contractor. CBRE further undertakes not to use the information for purposes other than to confirm compliance by the Sub-Contractor with this Sub-Contract or any specific Order. Should CBRE have reasons that the Sub-Contractor is in breach of any aspect of this Sub-Contract or any specific Order, CBRE reserves the right to carry out an unannounced audit.

20.5 Following an audit, CBRE may discuss its findings with the Sub-Contractor and, if appropriate, the parties shall agree a plan (including a timetable to implement the plan) to address any concerns identified in the audit. If the parties fail to agree on a remedial plan, either party may escalate the matter in accordance with the dispute resolution procedure outlined in Clause 26. If an audit demonstrates that the Sub-Contractor is failing to comply with any of its obligations under the Sub-Contract or any specific Order, then, without prejudice to the other rights and remedies of CBRE, the Sub-Contractor shall take the necessary steps to comply with its obligations at no additional cost to CBRE. If an audit demonstrates that the Sub-Contractor has overcharged CBRE for the provision of the Services then, within 10 Business Days of such demonstration, the Sub-Contractor shall pay to CBRE an amount equal to the amount so overcharged.

21. Step-in

21.1. CBRE at its sole discretion may, in lieu of giving notice of termination under clause 19.1.3, by written notice to the Sub-Contract remove from the scope of the Sub-Contractor any portion or portions of the Services and may elect to either step-in itself or appoint third parties to complete and maintain such portion(s). In such event CBRE may recover the reasonable costs associated with the step-in or appointment under this clause from monies otherwise due or becoming due to the Sub-Contractor, or otherwise recovered as an outstanding debt to CBRE. The Sub-Contractor shall have no right or claim against CBRE in respect of this clause.

22. Third Party Rights

22.1. No person who is not a party to the Sub-Contract shall have any rights under the Sub-Contract to enforce any term of the said Sub-Contract.

23. Assignment and Sub-Contracting

23.1. CBRE may at any time assign, transfer, charge or deal in any other manner with any of its rights or obligations under the Sub-Contract.

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23.2. The Sub-Contractor shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations under the Sub-Contract, nor purport to do so.

23.3. The Sub-Contractor shall not sub-contract, sub-let or otherwise delegate the performance of the Services without the prior written consent of CBRE. Such consent, if given, shall in no way relieve the Sub-Contractor of its responsibilities under the Sub-Contract.

24. Severability

24.1. If any one or more provisions of the Sub-Contract shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not as a result in any way be affected or impaired. However, if any provisions shall be adjudged to be void or ineffective but would be adjudged to be valid and effective if part of the wording were deleted or the scope or periods reduced, they shall apply with such modifications as may be necessary to make them valid and effective while adhering as closely as possible to the original intent, period and scope of the provisions and the parties hereby undertake to make such modifications.

25. Bribery and Corrupt Practices

25.1 Sub-Contractor represents, warrants and undertakes to CBRE and the Client or the affiliates of CBRE or the Client (for the purposes of this Clause 25, the "Assured Parties") that neither it nor its officers, employees, agents, consultants, subcontractors or affiliates in connection with the Services or with any other business transactions with the Assured Parties, has made or shall make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to: any government official or employee (including employees of a government corporation or public international organisation); any political party or candidate for public office; or any other person, if to do so would violate or cause the Assured Parties to be in violation of any applicable law.

25.2 It is the intention of the Assured Parties that in the course of the respective negotiations and performance of this Sub-Contract no payments or transfers of value, offers, promises or giving of any financial or other advantage or requests, agreements to receive or acceptances of any financial or other advantage shall be made either directly or indirectly which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, kickbacks, greasing or other unlawful or improper performance of any function or activity.

25.3 The Sub-Contractor warrants that:

25.3.1 it is not a government official or affiliated with any government official;

25.3.2 it has not engaged and shall not engage in conduct in breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act or other analogous applicable anti-bribery and corruption legislation (together the "Bribery Laws");

25.3.3 it shall not violate or cause CBRE, the Client or an affiliate of Owner or CBRE to violate the Bribery Laws;

25.4 Notwithstanding any other provisions to the contrary the Assured Parties may suspend or terminate this Sub-Contract for material breach which is not capable of remedy in accordance with Clause 19.1.3 on becoming aware of information that gives it a factual basis to conclude that Sub-Contractor or any of its officers, employees, agents, consultants, subcontractors or affiliates has violated or caused the Assured Parties to violate the Bribery Laws. In the event of termination for such cause, the Assured Parties may withhold payment relating to the portion of the Services to which the conduct breaching the Bribery Laws relates and Sub-Contractor shall indemnify and hold harmless the Assured Parties against any and all claims, demands, proceedings, damages, losses, liabilities, costs, charges and expenses (including professional fees on a full indemnity basis) of whatever nature incurred as a consequence of such breaching conduct.

26. Disputes

26.1. In the event of any dispute arising out of or in connection with the Sub-Contract the following procedures shall apply:

26.1.1. in the first instance the matter shall be referred to the CBRE Business Unit Manager and the Sub-Contractor's representative of equivalent status who shall use their reasonable endeavours to resolve such dispute promptly by negotiation.

26.1.2. in the event that the dispute is not resolved in accordance under clause 26.1.1 within 10 Working Days the dispute shall be referred to the Managing Directors of each party.

26.1.3. Failing any agreement having been reached within a further period of 10 Working Days the parties shall seek settlement of the dispute by mediation in accordance with the LCIA Mediation Rules, which are deemed to be incorporated by reference into this clause.

27. Applicable Law

27.1. This Sub-Contract shall be governed by and interpreted in accordance with the laws of England and Wales.

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