Definitions:

In these Conditions the following expressions have the following meaning:

Client: -	The person who has engaged CBRE for the execution of the Works.
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.
Intellectual Property Rights	All patents, know-how, copyrights, trade or service marks, design rights, and all other intellectual property rights of any kind.
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 Work Report Sheet.
Order: -	The order issued by CBRE setting out the particulars of the Works required to be performed by the Sub-Contractor and all other terms specific to the Works, and includes all documents referred to in it.
Site: -	The actual place or places where the Works 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 Works are performed.
Works: -	This works to be performed by the Sub-Contractor in accordance with the particulars set out in the Order (in the term includes any Bespoke Works referred to in Clause 9).
Work Report Sheet	A document which details the work 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.

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;
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 Works, 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.

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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 Works at the Site. CBRE reserves the right to appoint other sub-contractors in respect of other and similar works.

3. Price & Payment

3.1. The total price to be paid for the Works shall be the sum stated on the Order. Unless otherwise stated in the Order, the price will be: -
3.1.1. a lump sum price for the entire Works;
3.1.2. fully fixed for the duration of the Sub-Contract;
3.1.3. 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 tax;
3.1.4. subject only to adjustment in respect of changes to the Works in accordance with clause 8; and
3.1.5. exclusive of any applicable tax (which shall be payable by CBRE subject to receipt of a tax invoice).

3.2. 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 Works 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.

3.3. The Sub-Contractor shall be entitled to invoice CBRE on or after the completion of the whole of the Works.

3.4. Following the completion of the Works, the Sub-Contractor must issue Works 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 approved Works 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 and any other documentation including but not limited to Operating and Maintenance Manuals, are to be sent under separate cover to the relevant CBRE office marked for the attention of the relevant CBRE Contract Manager.

3.5. All invoices shall be accompanied by full substantiating documentation including, but not limited to, signed engineers report sheets, maintenance check sheets, any documentation required in accordance with clause 3.4 and any other documentation necessary to satisfy CBRE that the work invoiced has been carried out in accordance with the Sub-Contract.

3.6. 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:
3.6.1. the number of the Order;
3.6.2. the address of the Site to which the Works relate;

3.7. Invoices must be presented to CBRE within 30 days of the Works being carried out. Any invoice received after 60 days of the Works being carried out will not be accepted by CBRE.

3.8. 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 Works to which the invoice relates.

3.9. 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.

3.10. 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.

4. The Sub-Contractor's General Obligations

4.1. The Sub-Contractor shall provide the Works: -
4.1.1. with reasonable skill, care and diligence;
4.1.2. in accordance with the Order and other terms of the Sub-Contract;
4.1.3. in accordance with all instructions issued by CBRE; and
4.1.4. in a timely and professional manner.

4.2. The Sub-Contractor shall use reasonable skill, care and diligence to ensure compliance with: -
4.2.1. all applicable laws and regulations, consents, 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

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(including, but not limited to, any applicable safety guidance and recommendations approved or published by the Health and Safety Executive (or its successor));

4.2.2. any manufacturer's guarantees or recommendations.

4.3. The Sub-Contractor shall ensure that its employees, agents and contractors are fully aware of all of the matters referred to in clause 4.2 and shall procure compliance by its employees, agents and contractors with all such rules, procedures and requirements.

4.4. Without prejudice to the generality of clause 4.2.1, 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 Works at all times.

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

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

5. Commencement

5.1. The Sub-Contractor shall proceed regularly and diligently with the Works in accordance with the Sub-Contract so that the Works are completed by the completion date stated on the Order or if no date is stated by the date agreed with CBRE's Contract Manager or within a reasonable period whichever is the earlier. The Sub-Contractor will maintain full co-operation with CBRE and other sub-contractors during the execution of the Works. In the event of extra expense being caused by the failure of the Sub-Contractor to programme its work so that it fully integrates with CBRE and other sub-contractors, the Sub-Contractor will be liable for any additional costs incurred.

6. Non-performance of the Works

6.1. As soon as it becomes apparent to the Sub-Contractor that the commencement, progress or completion of the Works 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 Works.

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

6.2.1. 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 may reflect the reduced value of the Works provided by the Sub-Contractor; and/or

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

6.3. 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.

7. Equipment, Facilities and Resources

7.1. The Sub-Contractor shall, at his own expense, provide all the Sub-Contractor's equipment necessary for the proper execution of the Works 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 Works unless specifically set out in the Order.

7.2. The Sub-Contractor shall provide all resources necessary (at the Sub-Contractor's expense) to execute and complete the Works in accordance with any stipulated programme. Furthermore, the Sub-Contractor will comply with any requests from CBRE to record and demonstrate the progress of the Works to allow CBRE to continuously compare actual performance with the progress required completion of the Works in accordance with any stipulated programme. 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.

7.3. CBRE may at any time, upon giving reasonable notice, examine and copy those of the Sub-Contractor's books, records and accounts which relate to the provision of the Works

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7.4. The Sub-Contractor shall, following receipt of reasonable notice from CBRE, allow, during normal business hours, employees and/or other representatives of CBRE and/or the Client to have access to anywhere reasonably necessary (including areas of work, manufacturing places, vehicles, offices) for any purpose reasonably associated with the Sub-Contract, including assessing the Sub-Contractor's quality assurance procedures and auditing the compliance of the Sub-Contractor with the requirements of the Sub-Contract.

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

7.6. The parties shall throughout the performance of the Works 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 Works, agree the effect of variations or deal with any other matters whatsoever arising under or in connection with the Sub-Contract.

8. Changes to the Works

8.1. 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.

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

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

8.3.1. 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

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

8.4. 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 8.3.1 and 8.3.2, to assist CBRE in evaluating the benefit of any proposed change.

8.5. If CBRE wishes to proceed with a proposed change, CBRE will issue written confirmation signed by a manager 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.

9. Intellectual Property Rights

9.1. 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 are specifically produced or developed by the Sub-Contractor for CBRE ("Bespoke Works") in connection with this Sub-Contract, all Intellectual Property Rights in such Bespoke Works shall be the exclusive property of CBRE.

9.2. 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 Bespoke 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 Bespoke 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 Bespoke Works in CBRE.

9.3. 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 Bespoke Works by CBRE or the Client infringes the confidentiality or other Intellectual Property Rights of the said third party.

9.4. The parties agree that the Bespoke Works (and all other things in which CBRE holds the Intellectual Property Rights pursuant to clause 9.1):

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

9.4.2. shall not be made available to any third party without CBRE's prior written consent.

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10. Confidentiality

10.1. 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: -

10.1.1. 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

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

10.2. 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.

10.3. 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.

10.4. 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 Works, 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.

10.5. 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.

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

11. Non-Solicitation

11.1. In order to protect the value of CBRE's client contacts, the Sub-Contractor undertakes, in relation to any works similar or connected to the Works, 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 works 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.

12. Liability, Insurance and Indemnity

12.1. 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.

12.2. Subject to clause 12.4, 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 12.3, 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 claims.

12.3. The indemnities in clauses 12.1 and 12.2 shall not apply to any damages, losses, liabilities, costs and expenses:

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

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

12.4. 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 law, or for fraudulent misrepresentation or other fraud.

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12.5. 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. Where the Works involve design, then the Sub-Contractor shall also take out and keep in force Professional Indemnity insurance for an amount of no less than £5,000,000 (or an equivalent amount in the local currency where Services are ordered).

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

13. Goods and Materials supplied by the Sub-Contractor

13.1. All goods and/or materials supplied as part of the Works 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 standards, regulations and laws (where appropriate).

13.2. 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 Works shall extend to CBRE and the Client, or shall be capable of transfer to CBRE or the Client.

14. Ownership, Title and Risk

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

14.2. 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.

15. Site Attendance

15.1. 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 work on Site.

15.2. 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.

16. Supervision

16.1. At all times during the carrying out of the Works the Sub-Contractor shall provide all necessary supervision to ensure the proper execution of the Works 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.

16.2. 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 Works. 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 Works and/or cease the progress of the Works. 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 3.9.

17. Termination

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

17.1.1. upon giving the Sub-Contractor written notice at any time;

17.1.2. 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

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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;

17.1.3. 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 10 Working Days of receipt of a request to do so.

17.2. 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 17.1.2 or 17.1.3, 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 Works (or arranging for a third party to complete the Works), (ii) any other costs and liabilities incurred by CBRE in connection with the termination, (iii) the quality and value of the work 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 Works and/or this Sub-Contract. In accordance with clause 3.9, 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 17.2 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.

17.3. 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 17.

17.4. Termination, howsoever, caused shall not affect:

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

17.4.2. 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 4 (The Sub-Contractor's General Obligations), clause 9 (Intellectual Property Rights), clause 10 (Confidentiality), clause 12 (Liability, Insurance and Indemnity), clause 13 (Goods and Materials supplied by the Sub-Contractor), clause 17.2 (Termination), clause 17.3 (Termination), clause 17.4 (Termination), clause 18 (Consequences of Termination), clause 20 (Third Party Rights), clause 22 (Severability) and clause 25 (Applicable Law)) .

18. Consequences of Termination

18.1. 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 Works 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 Works.

18.2. Without affecting any other right or remedy of CBRE, if the Sub-Contract is terminated pursuant to clause 17.1.2 or 17.1.3 the Sub-Contractor shall be liable for and shall pay to CBRE the amount of any loss, damage, or expense caused to CBRE as a result of such termination and CBRE shall not be required to make any further payments to the Sub-Contractor until CBRE has completed the Works on the behalf of the Sub-Contractor and/or the extent of the costs incurred by CBRE arising from the termination have been established.

19. Step-in

19.1. CBRE at its sole discretion may, in lieu of giving notice of termination under clause 17.1.3, by written notice to the Sub-Contract remove from the scope of the Sub-Contractor any portion or portions of the Works 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.

20. Third Party Rights

20.1. 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.

21. Assignment and Sub-Contracting

21.1. 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.

21.2. 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.

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21.3. The Sub-Contractor shall not sub-contract, sub-let or otherwise delegate the performance of the Works 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.

22. Severability

22.1. 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.

23. Bribery and Corrupt Practices

23.1. 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 23, the "Assured Parties") that neither it nor its officers, employees, agents, consultants, subcontractors or affiliates in connection with the Works 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.

23.2. 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.

23.3. The Sub-Contractor warrants that:

23.3.1. it is not a government official or affiliated with any government official;

23.3.2. 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");

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

23.4. 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 17.1.3 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 Works 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.

24. Disputes

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

24.1.1. 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

24.1.2. in the event that the dispute is not resolved in accordance under clause 24.1.1 within 10 Working Days the dispute shall be referred to the Managing Directors of each party.

24.1.3. 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.

25. Applicable Law

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

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