

CBRE Minor Works Conditions

Definition:

In this Contract the following expressions have the following meaning: -

Affiliate: -	Any party which, directly or indirectly through one or more intermediates, controls, is controlled by, or has the power to direct or cause the direction of the management and policies of a party whether through the ownership of, voting shares, contract or otherwise.
Client: -	The user of the building and/or the owner of building and /or the building owner's representative and/or the party that has employed the Company for the execution of the Works under this Contract.
Client Purchase Order	The purchase order issued by Client setting out the goods and materials and/or services indicating the types, quantities required to be delivered by the Company and includes specifications and the agreed price.
Client Representative: -	The person or professional party identified by the Client to represent them in matters referring to the Works and this Contract.
Company: -	CBRE (CGS) Pty Limited or CBRE (GWS LA) Pty Ltd or a Company Affiliate which is instructed by the Client or Company to carry out the Works under the Contract.
Commence: -	The date agreed between the Client and the Company as the start date for the Works identified.
Completion: -	The date agreed between the Client and the Company as the completion date for the Works identified.
Contract: -	These Conditions together with any documents, scope of works and drawings referred to in the Company's quotation provided on the WebQuote platform or other similar quoting platform used by the Company to provide a quote and contractual documents to the Client. The Contract shall exclude any Client terms or scope that may be referenced on a Client Purchase Order or other similar Client document.
Contract Sum: -	The total price to be paid for the Works as stated in the Company's quotation provided on the WebQuote platform or other similar quoting platform used by the Company to provide a quote and contractual documents to the Client.
Hazardous Materials: -	Any hazardous material or substance which is or becomes defined as a "hazardous waste", "hazardous substance", "hazardous material", pollutant or contaminant under any applicable law.
Site: -	The actual place or places where the Works are to be delivered or where the Works are to be carried out by the Company.
Personal Data: -	Any information relating to a data subject and/or any such information as may be defined as constituting personal data, or any equivalent thereof, in any applicable data protection law.
WebQuote:	Is the Company online quotation & application system used to provide quotations to Client which includes these minor works terms and conditions.
Works: -	The activities to be carried out by the Company as identified in its quotation, scope of works or other documents and drawings forming the basis of the Contract.

1. General

- 1.1. All references to periods of days are calendar days,
- 1.2. The headings to the conditions of this Contract are for convenience only and will not affect its construction or interpretation.

- 1.3. In these conditions the masculine includes the feminine and the neuter, and the singular included includes the plural and vice versa as the context admits or requires.
- 1.4. For the avoidance of doubt unless otherwise agreed in writing the Company only does business in relation to the Works on these terms and conditions and any Client acceptance of a quotation or Contract Sum shall be deemed an acceptance of these terms and conditions to the exclusion of all others.

2. Company's Obligations

- 2.1 The Company shall carry out and complete the Works in accordance with the Contract.
- 2.2 The Company warrants that any goods or materials supplied under this Contract shall be of satisfactory quality and reasonably fit for any purpose disclosed in writing by the Client prior to the date of this Contract. However, the responsibility for design of the Works shall remain vested in the authors of the specifications and/or information included in the enquiry documents.
- 2.3 The Company shall carry out the Works in a good workmanlike manner using materials of good quality and in accordance with all relevant codes of practice and local industry standards specifications.

3. Commencement and Completion

- 3.1 The Client shall give the Company access to the Site on the date stated in the programme, if any, agreed between the parties and shall give to the Company access to such part or parts of the Site at such times and for such periods as may be reasonably necessary to enable the Company to complete the Works in accordance with the Contract.
- 3.2 The Company shall commence and complete the Works in accordance with the dates given in this Contract.

4. Delay

- 4.1 Without prejudice to any other remedy of the parties, in the event that the Company is delayed as a result of any act or omission of the Client, its employees, agents or subcontractors or any person for whom the Client is responsible or as a result of the occurrence or non-occurrence of an event outside the control of the Company, the Client shall allow the Company a reasonable extension of time for the completion of the Works and shall reimburse the Company for any loss and expense arising out of such event.

5. Variation

- 5.1 The Company will comply with any reasonable written variations, directions or instructions received from the Client regarding additions, changes or omissions to the Works or changes to the conditions under which the Works are to be carried out (a "Variation") subject to Clause 5.2.
- 5.2 Prior to the issue of any variation, direction or instruction that may have an effect on the sequence or programming of work or Contract Sum, the proposed variation and any applicable change to the Contract Sum shall be mutually agreed. Prior to instructing any change, the Client will request the Company to submit a quotation in respect of the Variation, including the valuation of the Works and any adjustment to the time for completion. Following the receipt of any such estimate on the WebQuote platform or other similar quoting platform used by the Company to provide a quote and contractual documents, the Client shall, within 7 days or such longer time as may be mutually agreed, either accept the estimate and adjusted time for completion, request the Company to produce a revised estimate and time for completion or instruct the Company not to proceed with the Variation.

6. Defects

- 6.1 The Company undertakes that it will make good any defect in the Works for a period of 6 months after practical completion of the Works (or such other period as may be agreed between the parties).
- 6.2 The Company shall have no liability for pre-existing conditions or structural or latent defects at any Site. The Company cannot perform or directly contract with others to perform activities related to Hazardous Materials. The Client hereby acknowledges that the Company is not an environmental expert and is not responsible for detecting, handling, or remediating Hazardous Materials Client must directly engage and contract with third party environmental service providers.
- 6.3 Notwithstanding any provision hereof to the contrary, the Company will not have any legal liability or responsibility whatsoever for claims arising out of or in connection with, the manufacture, design, formulation, preparation, assembly, processing, installation, testing, warnings, instructions, marketing, packaging or labeling of any goods, products or components thereof (collectively, "Products") including, without limitation, the safety, reliability, adequacy, compliance, durability, operability, effectiveness or performance of any Products or any defects therein.

7. Payments

- 7.1 The Client will pay the Company the Contract Sum, together with any other amounts that become due and payable under this Contract including but not limited to any agreed variations.
- 7.2 In the event that the Contract period is more than 45 days the first interim payment for work properly carried out and/or materials delivered to Site shall be due not later than 30 days after the Company starts work on Site. Further interim payments shall be due at intervals of 30 days thereafter.
- 7.3 In the event that the Contract period is less than 45 days but is delayed in accordance with clause 4.1 and such delay extends beyond 45 days then then payment for part Works and/or materials delivered to Site shall be due not later than 30 days after the Company starts work on Site. Further interim payments shall be due at intervals of 30 days thereafter.
- 7.4 In the event that the Contract period is less than 45 days an invoice for the full amount shall be due upon completion.
- 7.5 Payments are not subject to retention or discount whatsoever unless agreed in writing by the Company. Notwithstanding any other provision of the Contract or Client Purchase Order, rebates, fees, charges, and discounts that Company receives from its global sourcing program will be retained by the Company and are not subject to reconciliation.
- 7.6 The final date for the payment of all payments shall be 30 days after receipt of invoice.

8. Health and Safety

- 8.1 The Company shall comply with all in-country health and safety legislation relevant to the Works and to the circumstances in which the Works are being carried out.

9. Bankruptcy

- 9.1 If either party commits an act of bankruptcy or being a company enters into liquidation (whether compulsory or voluntary), or is unable to pay its debts in the ordinary course of its business as they fall due or has any distress or execution levied upon any of its property or assets, then the other party may, without prejudice to any other rights or remedies, by written notice, forthwith determine the employment of the Company under this Contract.

10. Rights of Termination

- 10.1 In the case of the employment of the Company under this Contract being determined in accordance with clause 9 or if the Client notifies the Company in writing that the Works are terminated for whatever reason, the Client shall forthwith pay the Company the reasonable value of any work executed and not paid for at the date of such determination together with the cost of materials or goods properly ordered for the Works and any other direct loss and/or damage caused by the termination. This clause does not constitute a right of the Client to terminate the Works.

11. Limitation of Liability

- 11.1 Notwithstanding any other provision of this Contract and related documents, the maximum aggregate liability of the Company under this Contract (including but not limited to any breach of this Contract and/or any negligence and/or breach of statutory duty and/or other act or omission and/or loss and expense and/or any act or omission which gives rise to an obligation to indemnify the Client) shall not exceed ten per cent (10%) of the Contract Sum (save only for those liabilities which cannot be limited at law).

12. Indirect/Consequential Losses

- 12.1 Notwithstanding any other provision of the Contract and related documents, the Client agrees that the Company shall not be liable for loss of or damage to profit, revenue, anticipated savings, data, use, contracts, goodwill, reputation, opportunities or business or for indirect loss and expense and/or consequential loss or expense which the Company may cause as a result of a breach of its obligations contained in the Contract, or a result of its breach of any statutory duty or tort (including but not limited to negligence) or any other act or omission.

13. Insurance

- 13.1 The Company shall maintain insurance in respect of claims for personal injury to or the death of any person under a contract of service with the Company arising out of or in the course of such person's employment. Such insurance

shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 or Australian equivalent legislation and any statutory orders made there under or any amendment or re-enactment thereof.

- 13.2 The Company shall maintain public liability insurance against legal liability for personal injury or death and loss or damage to property arising from or in connection with the Works.

14. Title

- 14.1 Title to all goods supplied by the Company to the Site shall remain with the Company until payment of the said goods has been received in full by the Company.

15. Third Party Rights

- 15.1 Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

16. Data Protection

- 16.1 Insofar as relevant to the Contract, the parties shall comply with applicable data privacy laws including EU General Data Protection Regulation 2016/679 as applicable under the UK Data Protection Act 2018 for UK Personal Data.

17. Data Use for Benchmarking

- 17.1 Notwithstanding anything to the contrary herein, Client agrees that the Company may use information provided or generated through the Services in the usual course of Company business, including to improve and monitor service offerings and create benchmarking. If information is confidential, Company will not identify Client as a Company client and will anonymize the information. This section will survive termination of the Contract.

18. Severability

- 18.1 If any of the provisions of these conditions are invalid under any applicable statute or rule of law, they are to that extent deemed omitted and the remaining conditions shall remain in full force and effect (provided always that the condition omitted does not then render these conditions ineffective).

19. Law

- 19.1 The Contract shall be governed by Australia law and the Client hereby expressly submits to the non-exclusive jurisdiction of the Australia Courts.