



Terms and Conditions

The Client: _____

And

The Company: [Smart Cleanings UK Ltd](#)

Date: ____/____/____



- 2.1.1 Sweeping and vacuuming floors and carpets;
 - 2.1.2 Spot clean walls
 - 2.1.3 Dusting and polishing wood and metal partitions and furniture;
 - 2.1.4 Cleaning of bathrooms, cafe areas, staff room and kitchen and the appliances and fittings in them;
 - 2.1.5 Window cleaning as per the schedule
 - 2.1.6 such other tasks which are generally included in the expression 'cleaning services' but only where agreed and stated on the floor plan provided.
 - 2.1.7 [Any extra work or cover to be done if agreed in writing and the additional costs to be paid by the Client](#)
- 2.2 The Company agrees that, subject to the payment of remuneration at the rate set out in paragraph 3, it will provide Cleaning Services for the Client.
- 2.3 The Company shall provide an honest and trustworthy person to provide the Cleaning Services. They will have minimum qualifications and ID checks, namely:
- 2.3.1 [ID's and References checked by the employer](#)
 - 2.3.2 [Training records](#)
 - 2.3.3 [CRB - Enhanced](#)
 - 2.3.4 [Company uniforms and company ID Cards](#)
- 2.4 The Company may enter into as many contracts similar to this contract with as many different Clients without prejudice to this agreement.
- 2.5 The Company shall use all reasonable care with the treatment of the Client's house and possessions and, in particular, shall ensure that:
- 2.5.1 all accidental breakages or other damage in or around the premises are promptly reported to the Client,
 - 2.5.2 that the Client's premises shall never, in the course of the performance of the Cleaning Services, be left unsecured.
- 2.6 The Company shall not disclose to any person or other companies, during the contract or after its termination, any information about the Client, gained in the course of performance of the Cleaning Services.
- 2.7 As provided above, nothing in this agreement is intended to form a contract of service, or employment relationship between the Client

and the Company and, in particular, the Company shall be solely responsible:

- 2.7.1 for paying any other person he may engage to perform the Cleaning Services for the Client, and
- 2.7.2 to account to HM Revenue and Customs both for his own remuneration and that of any person he engages to perform the Cleaning Services for the Client and for any income tax and national insurance contributions which become due in respect of such remuneration.

3 The rate of remuneration and hours to be worked

- 3.1 In consideration of the provision by the Company of the Cleaning Services, as described above and/or as per the quotation documents, the Client shall pay the Company, **monthly** as per the quotation on which it is stated the monthly charge for the Cleaning Services to be provided.
- 3.2 Value added tax is payable in addition to the Remuneration.
- 3.3 The days and hours to be worked are the ones stated on the quotation and tender documentation and agreed between the Client and the Company.

4 Confidentiality

- 4.1 The parties are both aware that from time to time they will each have access to and be entrusted with Confidential Information of the other.
- 4.2 They now undertake for themselves and every employee or sub-Company whose services they may use both during and after termination of this contract that they will not divulge to any person whatever or otherwise make use of (and shall use our best endeavours to prevent the publication or disclosure of) any Confidential Information.
- 4.3 Without prejudice to the generality of the rest of this paragraph, the Company shall not alter or disclose any computer or computer programme password which the Client uses and shall preserve all documents and computer records belonging to the Client.
- 4.4 The parties hereby undertake to the other to make all relevant employees agents and contractors aware of the confidentiality of

information and the provisions of this paragraph and to take all such steps as shall from time to time be necessary to ensure compliance with these provisions.

5 Limitation of liability

- 5.1 The following provisions set out the Company's entire liability (including any liability for the acts and omissions of its employees) to the Client in respect of:
- 5.2 The company will not be liable for any failure in the performance of any of its obligations under the contract cause by factors outside its control. Any such event will be notified as soon as possible and the Company will take all reasonable steps to overcome the problem and resume its obligations. (a1)
- The Company has the necessary insurances to provide the cleaning services and against liability for negligence in relation to work done under this agreement and against third party liability whilst on the premises of the Client and produce it upon request. The Company always provide updated copies of the insurance certificate to all Clients.

6 Data Protection

For the purposes of the Data Protection Act 1998 the Company consents to the processing of all or any personal data (in manual, electronic or any other form) relevant to this agreement by the Client and/or any agent or third party nominated by the Client and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.

7 Termination

- 7.1 The Client must give the Company three month's written notice to terminate this agreement (a1 – 5.2). TUPE Laws & Regulations may apply.
- 7.2 The Company must give the Client three month's written notice to terminate this agreement:

- 7.2.1 this contract may be terminated immediately by the company if the client fails to pay any sum within 7 days of the due date on each invoice, and
- 7.2.2 immediately by either party if the other commits any material breach of any terms of this agreement and which in the case of a breach capable of being remedied is not remedied within 30 days of a written request to remedy it (The Client must request in writing remedy and give at least 30 days to remedy or raise the cleaning standards if any area of the contracted services it is not at good standards of hygiene), and
- 7.2.3 immediately by either party if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding-up of the other party or for the making of an administration or bankruptcy order (otherwise than for the purpose of amalgamation or reconstruction).
- 7.2.4 Immediately if any member of staff becomes victim of any kind of abuse, violence or discrimination (racial, sex, believes, etc). The Client shall pay the Company the equivalent of three months notice and / or indemnify the Company for the outstanding balance of the current twelve months (whichever is the highest value).
- 7.3 The termination of this agreement by this paragraph shall be without prejudice to any other rights or remedies to which a party may be entitled.

8 Entire understanding

This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty or other term not forming part of this agreement.

9 Notices and service

- 9.1 Any notice or other information required or authorised by this agreement to be given by either party to the other may be given by

hand or sent by first class pre-paid post, or electronic means to the other party at the address last provided for that type of communication.

- 9.2 Any notice or other information given by post shall be deemed to have been given on the second day after it was posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid and posted, or that it has not been so returned to the sender, shall be sufficient evidence that it has been duly given.
- 9.3 Any notice or other information sent by electronic means shall be deemed to have been duly sent on the day of transmission.
- 9.4 Service of any legal proceedings concerning or arising out of this agreement shall be effected by causing the same to be delivered to the party to be served at his main place of business or his registered office, or to such other address as may from time to time be notified in writing by the party concerned.

10 Severability

If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.

11 Contracts (Rights of Third Parties)

It is not intended that this agreement shall give any right to any third party under the Contracts (Rights of Third Parties) Act 1999.

12 Miscellaneous matters

12.1 In this agreement, unless the context requires a different interpretation:

12.1.1 references to the singular includes the plural;

12.1.2 the headings in this document are for reference only, and

12.1.3 references to a numbered paragraph is a reference to the paragraph bearing the corresponding number in this

Agreement.

- 12.2 If any term in this Agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.
- 12.3 The Client cannot hire or employ any of Smart Cleanings UK Ltd members of staff before six months after the termination of the contract without the Company written consent and a payable fee to the Company of £1,000.00. Failure to comply with this paragraph the Client incurs in an automatic fine of £1,000.00 invoiced and payable immediately.

13 Dispute resolution

- 13.1 In the event of a dispute arising out of or in connection with this Agreement, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 13.2 Subject to clause 13(1), if any difference shall arise between any of the parties touching the meaning of this Agreement or the rights and liabilities of the parties, the same shall be referred to arbitration by a single arbitrator to be appointed, on the application of either side, by the President for the time being of the Law Society

14 Jurisdiction

This Agreement shall be interpreted according to the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

Signed by _____ Print Name _____

For and on behalf of the Client

Signed by _____ Print Name _____

For and on behalf of the Company



**Explanatory notes:
Cleaner's terms and conditions: through company**

General notes:

- 1 **Blue markings** - the document has been marked in blue at many of the points where you may need to insert, amend or choose an alternative. The blue colourings are purely to draw your attention to these items. To use the document, you may either remove the blue markings or simply leave your black and white printer to print in dark grey. Do not attempt to print the document in colour. If several sub-paragraphs are marked in blue it is either because you may pick and choose or because all of the paragraphs follow from only one of the choices.
- 2 Remember that the document has no effect unless the Client signs it. It is good practice to take two copies, so that you can leave one with the Client and take one yourself.

Paragraph specific notes:

Note: numbering refers to paragraph numbers.

- 2.3 Only you can decide what qualifications you require from your contractors or employees. We have provided a guide as to what may be acceptable. Simply amend as you see fit. Of course, the more rigorous your qualification requirements, the more impressed the Client will be with your proposed service. However, it is important to consider the qualifications your employees or contractors have. If you state in this agreement that they all have 'Certificate X', make sure they do.
- 2.4 This is the most important provision so far as creation of the contract for services is concerned as it provides that the Company may provide the services through another person; whereas in a contract for service, the employee is personally bound to provide the service. Of course, as the Company is a company, the question of creating an employment contract does not arise. It is always important for both parties to know the line of command in the Company's and the Client's businesses.
- 2.6 Leave this in. Although to you, it may be clear that you do not expect the Client, that is, the family, to pay the cleaner, by stating this it also makes it clear to HM Revenue and Customs, the status of the agreement – that is, that it is certainly not one of employment.
- 5 The limitation of the Company's liability is an optional provision; the included alternative is provision for insurance against negligence.

7 This paragraph may at first seem rather extensive. However, it is critical that you provide now, not only for the work to be done, but also for how you agree to end the relationship. If for any reason, the relationship goes sour, you certainly don't want to be worrying about your rights on termination. Set it out clearly now, then both parties will understand the boundaries.

13.1 A provision for mediation has been included as well as for arbitration. Mediation comes first. We believe that arbitration is expensive, tedious and extremely time consuming. In today's environment the mediation process is far more likely to assist the parties to resolve a dispute than is arbitration.

End of notes

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