

Cleaning Services Agreement

A clause checklist and heads of terms. Have a solicitor review before you sign anything substantial.

CLIENT (FULL LEGAL ENTITY NAME)

CONTRACTOR

SITE(S) COVERED

COMMENCEMENT DATE

INITIAL TERM

NOTICE PERIOD

CONTRACT VALUE

The parties and the basics

- ☐ Full legal names of both parties, with company numbers
- ☐ The registered address of each party
- ☐ The site or sites covered, listed individually
- ☐ Commencement date and initial term
- ☐ Whether the contract renews automatically, and on what notice
- ☐ A named contract manager on each side

Scope and standard

Attach the specification. Almost every contract dispute is a scope dispute.

- ☐ The cleaning specification attached as a schedule, with frequencies
- ☐ What is expressly excluded from the scope
- ☐ Hours of access and the days services are provided
- ☐ Public holiday and shutdown arrangements
- ☐ How additional or ad-hoc work is requested, authorised and priced
- ☐ The standard of performance, and how it is measured
- ☐ Audit rights and frequency
- ☐ The procedure when performance falls short, with time to remedy

Money

- ☐ The contract price and what it covers
- ☐ Whether the price is inclusive or exclusive of VAT
- ☐ Invoicing frequency and payment terms in days
- ☐ A price review clause, with the trigger and the mechanism

- ☐ Who supplies and pays for consumables
- ☐ How ad-hoc work is charged, and at what rate
- ☐ Statutory interest on late payment
- ☐ What happens on suspension or partial performance

People, access and equipment

- ☐ Who supplies equipment, machinery and chemicals
- ☐ Storage and welfare facilities provided by the client
- ☐ Utilities: whether power and water are provided at no cost
- ☐ Access arrangements: keys, fobs, alarm codes, and their return
- ☐ Security and vetting requirements, including DBS where relevant
- ☐ The client's obligations: safe access, asbestos register, site rules
- ☐ Whether staff may be substituted, and any continuity expectation
- ☐ Non-solicitation of each other's staff

Risk and liability

- ☐ Insurance required, with minimum cover levels stated
- ☐ Public liability and employer's liability certificates provided
- ☐ Limitation of liability, and any cap
- ☐ Indemnities, and that they are mutual rather than one-way
- ☐ Health and safety obligations on both sides
- ☐ Damage and loss procedure, including how claims are notified
- ☐ Data protection where personal data is involved
- ☐ Confidentiality
- ☐ Force majeure

Ending it

The two clauses read most carefully by anyone who has been caught once.

- ☐ Notice period for termination without cause, both ways
- ☐ Termination for breach, and the remedy period first
- ☐ Termination for insolvency
- ☐ What happens to keys, equipment and access on termination
- ☐ Whether TUPE applies on transfer in or out, and the information obligations
- ☐ Handover cooperation with an incoming contractor
- ☐ Outstanding sums due on termination
- ☐ Which law governs the contract

This is a clause checklist and a set of heads of terms, not a drafted contract and not legal advice. Have a solicitor draft or review any agreement of significant value or length.

TUPE can apply when a cleaning contract changes hands, transferring the existing cleaners and their employment terms to the incoming contractor. It applies automatically where the conditions are met, whether or not the contract mentions it.