

CLEANING SERVICES TERMS AND CONDITIONS (OFFICE BUILDING)

BACKGROUND:

These Terms and Conditions shall be entered into by <<Insert Company Name>> a company registered in the <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> ("the Company") to customers who are property owners that require cleaning services by <<Insert Company Name>> ("the Customer").

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

<b>"Agreement"</b>	comprising an agreement in the form of the document attached hereto as Schedule 1 and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the Customer's acceptance of the Quotation;
<b>"Agreed Date"</b>	the date on which the provision of the Services shall commence as set out in the Quotation;
<b>"Agreed Times"</b>	the times at which the Parties shall agree upon which the Customer shall have access to the Building as set out in Schedule 1;
<b>"Building"</b>	the office building, as detailed in the Quotation, at which the Services are to be provided;
<b>"Business Day"</b>	any day other than Saturday or Sunday) on which the Customer is open for their full range of business activities <<Insert location>>;
<b>"Customer"</b>	any person or company that requires the Services under these Terms and Conditions and the Customer receiving the Services for business and not a "consumer" as defined in the Consumer Rights Act 2015;
<b>["Initial Period"]</b>	<<Insert duration>> following the commencement of the Services during which the Customer shall be entitled to cancel in accordance with Clause 7 of these Terms and Conditions;
<b>"Monthly Fee"</b>	the fee payable by the Customer for the Services as set out in Clause 4 of these Terms and Conditions;
<b>"Office"</b>	the room, office or office suite [occupied by a Customer];
<b>"Order"</b>	the initial request to acquire the Services from the Company as described in Clause 2 of these Terms and Conditions;

<b>“Products”</b>	any and all cleaning products and supplies (which the Company shall procure and supply) used by the Company in rendering the Services;
<b>“Quotation”</b>	a quotation detailing proposed fees and services to be provided to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall a) be required to incorporate, and be subject to, these Terms and Conditions b) not be deemed to be an acceptance of an Order;
<b>“Services”</b>	the cleaning services provided by the Company as detailed in Clause 5 of these Terms and Conditions;
<b>“Service Period”</b>	a period of one month which shall begin on the Effective Date and repeat until the Agreement is cancelled or terminated in accordance with these Terms and Conditions;
<b>“Staff”</b>	the Company’s employees assigned by it to provide the Services;
<b>“Tenant”</b>	an individual or business occupying an Office;
<b>“Visit”</b>	any occasion, scheduled or otherwise, on which the Company shall send its Staff to the Building.

- 1.2 Unless otherwise requires, each reference in these Terms and Conditions shall be construed as follows:
- 1.2.1 A reference to any word or expression, includes a reference to any such word or expression as modified by electronic transmission or similar means;
  - 1.2.2 A reference to a statute is a reference to that statute or to any statute that has been amended or re-enacted at the relevant time;
  - 1.2.3 A reference to “these Terms and Conditions” is a reference to these Terms and Conditions and the Schedules as amended or supplemented at any time;
  - 1.2.4 A reference to “these Terms and Conditions” shall include any Schedules to these Terms and Conditions; and
  - 1.2.5 A reference to a “Clause” is a reference to a Clause of these Terms and Conditions (including the Schedules) or a paragraph of the relevant Schedule;
  - 1.2.6 References to “the parties” refer to the parties to the Building.
- 1.3 The Terms and Conditions are for convenience only and shall not be construed upon the interpretation of these Terms and Conditions.
- 1.4 Words and expressions in the singular number shall include the plural and vice versa.
- 1.5 References to gender shall include any other gender.
- 1.6 References to “person” shall include corporations.

## 2. Orders

- 2.1 The Customer shall order for its Services through <<insert methods e.g. telephone, email, website>>

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- 4.2 The Company shall [REDACTED] for the Monthly Fee at the end of each Service Period [REDACTED] incurred during the preceding Service

- Period
- 4.3 All in the Building within <<insert period e.g. 14 days>> of receipt by the Company of the relevant invoice.
- 4.4 Any sum payable by the Customer shall be paid following the expiry of the time period set out in sub-clause 4.3 and shall incur interest on a daily basis at <<insert interest rate>> per annum or the base rate of <<insert name of bank>> from time to time until payment in full is made.
- 5. Services**
- 5.1 The Services shall be rendered in accordance with the specification set out in the Appendix to the Agreement (as may be amended by mutual agreement of the Company and the Customer).
- 5.2 The Company shall provide the required number of Staff to render the Services and shall guarantee that the same Staff members will always be assigned to the Customer's Office.
- 5.3 The Company shall ensure that the Services are rendered with reasonable care and attention to a professional standard which is commensurate with best practice in the industry.
- 5.4 The Company shall ensure that it complies with any and all relevant codes of practice and standards.
- 5.5 All Personnel rendering of the Services shall be provided by the Company and shall be upon the Services required. The cost of such Personnel shall be a fixed part of the Monthly Fee and, subject to sub-clause 5.8, shall be borne by the Customer.
- 5.6 The Company shall dispose of all waste that results from its rendering of the Services and such disposal shall be exclusive of any additional waste generated by the Customer in the rendering of the Services.
- 5.7 If cleaning work in excess of the normal remit of the Services is required (to clean up a spillage, for example) the Company shall first obtain the permission of the Customer to perform such work and shall add the costs of such work to the Monthly Fee for the month in which the work takes place.
- 5.8 The Company shall ensure that no part/s, fixtures, fittings or contents of the Building are damaged as a result of its rendering of the Services. Any damage which does occur shall be made good on request by the Company at its own expense to the Customer.
- 6. Customer's Access**
- 6.1 The Company shall ensure that the Company and its Staff can access the Building at the Agreed Times to render the Services.
- 6.2 The Company shall ensure that the Building and all Offices therein which are used by the Company whether within the normal business hours or otherwise. The Company shall not be responsible for rendering the Services in any Office which it cannot access.
- 6.3 The Company shall ensure that the Company has access to electrical outlets and running water at each Office to be cleaned.
- 6.4 The Company shall ensure that all necessary permissions, consents and licences required for the Company to render the Services have been obtained.

- 6.5 The Customer must endeavour to give the Company at least <<insert period>> prior to the Company will not be required to provide the Service on any day or at a particular time. The Company will [not] charge the standard rate.
7. **Cancellation**
- 7.1 The Customer may terminate the Service at any time [after the Initial Period] by giving at least <<insert period>> prior written notice to the Company.
- 7.2 The notice to cancel must be given by the end of the Service Period within which it is served. The Company will provide the final invoice for that Service Period on the normal invoice. All payment provisions set out in Clause 4 shall apply.
8. **Insurance**
- The Company shall ensure that it has at all times suitable and valid public liability insurance policy and cover.
9. **Indemnity**
- 9.1 Subject to the provisions of these Terms and Conditions, the Company shall indemnify and hold harmless the Customer from and against any and all claims, demands, damages, losses, liabilities and expenses of any kind arising out of or in connection with the performance of the Services or its failure to render the Services in accordance with the Company of these Terms and Conditions or the Agreement.
- 9.2 The Customer shall indemnify and hold harmless the Company against any and all claims, demands, damages, penalties, costs, losses, liabilities and expenses incurred out of the Customer's breach of these Terms and Conditions or the Agreement.
10. **Liability**
- 10.1 The Company's total liability for any damage caused as a result of its negligence or breach of these Terms and Conditions or the Agreement (or that of the Staff) shall be limited to <<insert amount>>.
- 10.2 The Company is not liable for any damage suffered by the Customer which results from the Customer's failure to follow any instructions given by the Company.
- 10.3 Nothing in these Terms and Conditions shall limit or exclude the Company's liability for personal injury.
11. **Data Protection**
- The Company will only use the Customer's personal data as set out in the Company's privacy policy, which is available from <<insert location(s)>>.
12. **Force Majeure**
- 12.1 No Party to the Agreement shall be liable for any failure or delay in performing its obligations which results from any cause that is beyond the reasonable control of the Party ("Force Majeure"). Such causes include, but are not limited to, natural disasters, internet service provider failure, strikes, wars, earthquakes, acts of terrorism, and any other event beyond the control of the Parties.

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environmental action or any other similar or dissimilar  
of the Party in question.

the Agreement cannot perform their obligations  
force Majeure for a continuous period of <<insert  
at its discretion terminate the Agreement by  
that period. In the event of such termination, the  
fair and reasonable payment for all Services  
termination. Such payment shall take into account  
ments entered into in reliance on the performance

and to terminate the Agreement in the event that:

ed to pay the Monthly Fee to the Company for a  
<<insert number>> consecutive months and fails or  
owing the expiry of a written notice from the  
such payment within <<insert number>> days; or

ends services which do not form part of the  
e not covered by these Terms and Conditions or

and to terminate this Agreement in the event that:

on more than <<insert number>> consecutive  
period of <<insert number>> consecutive months to  
to the Customer in a timely manner and in  
Terms and Conditions and the Agreement; or

es inferior Services, damaging the Customer's  
ce/s or the Building and causing loss to the

terminate the Agreement by giving written notice

mits any other breach of any of the provisions of  
the breach is capable of remedy, fails to remedy  
<<insert number>> Business Days after being given written  
particulars of the breach and requiring it to be

es possession, or where that other Party is a  
s appointed, of any of the property or assets of

s any voluntary arrangement with its creditors or  
comes subject to an administration order (within  
olvency Act 1986);

g an individual or firm, has a bankruptcy order  
g a company, goes into liquidation (except for  
vide amalgamation or re-construction and in such  
company resulting therefrom effectively agrees to be  
ne obligations imposed on that other Party under

o any of the foregoing under the law of any  
relation to that other Party;

- 13.3.6 that other Party shall not be required to cease, to carry on business; or
- 13.3.7 control of the Company shall not be exercised by any person or connected person or other Party on the date of the Agreement. For the purposes of this Clause 13, "control" and "connected person" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.
- 13.4 For the purposes of Clause 13.3, each Party shall be considered capable of remedying a breach of the Agreement with the provision in question in all respects.
- 13.5 Where the Customer breaches the Agreement under sub-Clause 13.1, the Customer shall be refunded it in full, and it shall not be liable for any costs payable under the Agreement.
- 13.6 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of a breach concerned (if any) or any other breach.
- 14. Effects of Termination**
- Upon the termination of the Agreement, the following shall apply:
- 14.1 any sum owing by either Party under any of the provisions of the Agreement shall be due and payable;
- 14.2 all Clauses which, by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 14.3 termination shall not affect the right to damages or other remedy in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of the Agreement which exist at or before the date of termination;
- 14.4 subject as provided above, neither Party shall be liable to the other except in respect of any accrued rights or obligations.
- 15. No Waiver**
- No failure or delay by either Party in exercising its rights under the Agreement shall be deemed to be a waiver by either Party of a breach of any provision of the Agreement or to be a waiver of any subsequent breach of the same or any other provision.
- 16. Further Assurance**
- Each Party shall execute all such deeds, documents and things as may be necessary to carry out the Agreement into full force and effect.
- 17. Costs**
- Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, conclusion and carrying into effect of the Agreement.
- 18. Set-Off**
- Neither Party shall be entitled to set-off or sums received in respect of the Agreement at any time.

19. **Assignment**

19.1 [Subj] [The] Agreement shall be personal to the  
Partie assign, mortgage, charge (otherwise than by  
floati nce or otherwise delegate any of its rights  
there or otherwise delegate any of its obligations  
there consent of the other Party, such consent not to  
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19.2 [The] ed to perform any of the obligations undertaken  
by it ber of its group or through suitably qualified and  
skille act or omission of such other member or sub-  
contr sses of the Agreement, be deemed to be an act or  
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20. **Time**

[The Parties d dates referred to in the Agreement shall be of  
the essence

**OR**

[The Parties and dates referred to in the Agreement are for  
guidance on sence of the Agreement and may be varied by  
mutual agree es.]

21. **Relationship**

Nothing in th stitute or be deemed to constitute a partnership,  
joint venture y relationship between the Parties other than the  
contractual r vided for in the Agreement.

22. **Third Party**

No part of ded to confer rights on any third parties and  
accordingly f Third Parties) Act 1999 shall not apply to the  
Agreement.

23. **Notices**

23.1 All no ent shall be in writing and be deemed duly given  
if sig a duly authorised officer of the Party giving the  
notic

23.2 Notice ave been duly given:

23.2. vered by courier or other messenger (including  
normal business hours of the recipient; or

23.2. ted by e-mail and a successful return receipt is

23.2. day following mailing, if mailed by national  
prepaid.

In ea addressed to the most recent address or e-mail  
addre Party.

24. **Entire Agree**

24.1 The e entire agreement between the Parties with  
respe nd may not be modified except by an instrument



- in writing signed by representatives of the Parties.
- 24.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation or warranty, other provision except as expressly provided in the Agreement, conditions, warranties or other terms implied by statute or common law, and shall be bound to the fullest extent permitted by law.
25. **Counterparts**
- The Agreement may be entered into by one or more counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be a duplicate original, but all of which when taken together shall constitute one and the same instrument. No counterpart shall be valid until each Party has executed at least one counterpart.
26. **Severance**
- In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be invalid, void or otherwise unenforceable, that provision shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.
27. **Dispute Resolution**
- 27.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through their appointed representatives who have the authority to bind the Parties.
- 27.2 If negotiations under 27.1 do not resolve the matter within <<insert period>> days, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.
- 27.3 If the ADR procedure under 27.2 does not resolve the matter within <<insert period>> days, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 27.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of rules for arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.
- 27.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an interim or final injunction or other relief.
- 27.6 The decision and order of the arbitrator under this Clause 27 shall [not] be binding on both Parties.
28. **Law and Jurisdiction**
- 28.1 The Agreement and any dispute arising out of or relating to it (including any non-contractual matters) shall be governed by and construed in accordance with, the laws of England and Wales.

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clause 27, any dispute, controversy, proceedings relating to the Agreement or these Terms and non-contractual matters and obligations arising there(herewith) shall fall within the [non-] exclusive jurisdiction of the courts of England and Wales.

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THIS AGREEMENT

day of

**BETWEEN:**

- (1) <<Name of Company>> [a] <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> ("the Company")
- (2) <<Name of Customer>> [a] <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> ("the Customer")

**WHEREAS:**

- (1) The Company provides office buildings of its business customers and hereby agrees to provide cleaning services, as specified herein ("the Services") in accordance with the Terms and Conditions, the Quotation, and this Agreement.
- (2) The Customer wishes to purchase cleaning services for offices in its office building in accordance with the Quotation, the Terms and Conditions and this Agreement.

**IT IS AGREED** as follows:

**1. The Agreement**

- 1.1 Any and all references to "the Agreement", "the Terms and Conditions", "these Conditions", "the Quotation" shall be deemed to refer to this Agreement, the Terms and Conditions or the Quotation, all of which form part of the contract for the provision of the Services between the Company and the Customer.
- 1.2 By executing this Agreement, the Parties hereby agree to be bound by, and shall comply with, the provisions of this Agreement, the Terms and Conditions, the Quotation and the Quotation.
- 1.3 This Agreement shall be executed by both Parties and payment in full of the Services shall be made by the Customer.

**2. The Services**

The Services shall commence on <<insert date>> and shall be provided during the Agreement term at the Building located at <<insert address>>.

Specification / Description of Services	Relevant Dates / Times

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3. **Fees and Payment**

<<Insert full details of sums due as detailed in the Quotation>>

4. **Electronic Signatures**

It is acknowledged that the Agreement may be signed by:

- 4.1 Both Parties by electronic signature (whatever form the electronic signature takes); or
- 4.2 Both Parties by manuscript signature; or
- 4.3 One Party by electronic signature (whatever form the electronic signature takes) and the other Party signing by manuscript signature.

Each Party further acknowledges that electronic signature will be as conclusive of a Party's intention as if signed by that Party by means of their manuscript signature.

**IN WITNESS WHEREOF**  
before written

SIGNED by  
<<Name and Title of Party>>  
for and on behalf of

In the presence of  
<<Name & Address>>

SIGNED by

<<Name and Title of Party>>  
for and on behalf of

In the presence of  
<<Name & Address>>