

DATED _____

(1) <<Insert name of Service Provider>>

(2) <<Insert name of Landlord>>

SERVICE CONTRACT BETWEEN LANDLORD AND CLEANER

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Service Provider>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Service Provider") and
- (2) <<Name of Landlord>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Landlord")

WHEREAS:

- (1) The Service Provider provides cleaning services to property owners and occupiers. The Service Provider has reasonable skill, knowledge and experience in that field.
- (2) The Landlord wishes to engage the Service Provider to provide the services set out in this Agreement, subject to the terms and conditions of this Agreement.
- (3) The Service Provider agrees to provide the services set out in this Agreement to the Landlord, subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Additional Fees"	means the Service Provider's fees as notified to the Landlord from time to time for providing any additional services at the request of the Landlord;
"Basic Fees"	means the fee per Property set out in Schedule 1 or otherwise agreed between the parties for providing the level of service specified in Schedule 1;
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;
"Commencement Date"	means the date on which provision of the Services shall commence, as set out in sub-Clause 9.1;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“Fees”

“Properties”

“Services”

“Term”

- 1.2 Unless the context otherwise requires, the following definitions shall apply in this Agreement to:
- 1.2.1 “writing”, and any other form of communication effected by any means, including facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of law, or a provision as amended or re-enacted from time to time;
 - 1.2.3 “this Agreement” is this Agreement and each of the Schedules as amended or re-enacted from time to time;
 - 1.2.4 a Schedule is a schedule or Schedules as amended or re-enacted from time to time;
 - 1.2.5 a Clause or paragraph is a Clause or paragraph of this Agreement or of the relevant Schedule;
 - 1.2.6 a “Party” or the “Parties” are the parties to this Agreement.
- 1.3 The headings used in this Agreement shall be for reference only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include companies and corporations.

2. **Provision of the Services**

- 2.1 With effect from the Commencement Date, the Service Provider shall provide the Services at the Properties.
- 2.2 The Service Provider shall provide the Services with reasonable skill and care, commensurate with prevailing practice in the domestic cleaning sector in the United Kingdom.
- 2.3 The Service Provider shall comply with all reasonable instructions given to it by the Landlord provided that such instructions are compatible with the specification of Services provided in the relevant Schedule.
- 2.4 The Service Provider shall be responsible for ensuring that it complies with all applicable laws, statutes, regulations, byelaws, codes of conduct and any other rules relevant to the provision of the Services.

- 2.5 [The Service Provider shall provide cleaning products and equipment and shall ensure that the premises are in good and safe working order.]
- 2.6 [The Service Provider shall endeavour to accommodate any reasonable changes in the number of Properties that may be requested by the Landlord, subject to the Landlord's acceptance of any related reasonable changes to the Basic Fees.]
- 2.7 [The Service Provider shall endeavour to accommodate any request made by the Landlord to add or remove a property from the list of Properties in the Landlord's acceptance of any related reasonable changes to the Basic Fees. [The Service Provider shall not be required to agree to a number of Properties being less than <<insert number>>].]
- 2.8 The Service Provider may provide additional services to the Landlord, outside the level of service specified in Schedule 1. The Service Provider shall charge Additional Fees for such services.
3. **Landlord's Obligations**
- 3.1 The Landlord shall use all reasonable endeavours to provide all pertinent information to the Service Provider for the Service Provider's provision of the Services.
- 3.2 The Landlord may, from time to time, provide reasonable instructions to the Service Provider in relation to the provision of the Services. Any such instructions shall be in writing and shall specify the specification of the Services provided in Schedule 1.
- 3.3 In the event that the Service Provider receives a decision, approval, consent or any other communication from the Landlord in order to continue with the provision of the Services or to vary the Services, the Landlord shall provide the same in a reasonable time.
- 3.4 If any consents, licences or approvals are needed from any third parties such as landlords, local authorities or similar, it shall be the Landlord's responsibility to obtain the same in advance of the provision of the Services (or as soon as practicable).
- 3.5 The Landlord shall ensure that the premises are accessible as required in order to provide the Services, and that the access is agreed between the Landlord and the Service Provider.
- 3.6 [The Landlord shall provide cleaning products and equipment and shall ensure that all equipment is in good and safe working order.]
- 3.7 Any delay in the provision of the Services or delay in complying with a request made by the Landlord under this Clause 3 shall not be the responsibility or fault of the Service Provider.
4. **Cancellation of Visits**
- 4.1 The Landlord must give the Service Provider at least <<insert period e.g. 5 Business Days>> notice if the Landlord does not require the Services on a particular day.
- 4.2 The Service Provider will not be required to provide visits provided such notice is given.

is given. If less than <<insert>> Business Days notice is given the Service Provider shall invoice at the normal rate.

5. Fees, Payment and Records

- 5.1 The Landlord shall pay the Service Provider in accordance with the provisions of this Clause
- 5.2 The Service Provider shall invoice for Fees due on a [weekly][monthly][quarterly]
- 5.3 All payments required to be made pursuant to this Agreement by either Party shall be made within <<insert>> Business Days of receipt by that Party of the relevant invoice.
- 5.4 All payments required to be made pursuant to this Agreement by either Party shall be made in <<insert currency>> to such bank in <<insert location>> as the receiving Party shall time nominate [, without any set-off, withholding or deduction] (if any) of tax as that Party is required to deduct or pay.
- 5.5 Where any payment pursuant to this Agreement is required to be made on a day that is not a Business Day, the payment shall be made on the next following Business Day.
- 5.6 Without prejudice to sub-clause 5.3, sums which remain unpaid following the expiry of the period specified in clause 5.3 shall incur interest on a daily basis at <<insert interest rate>> the base rate of <<insert name of bank>> from time to time made in full of any such outstanding sums.
- 5.7 Each Party shall:
 - 5.7.1 keep, or procure the keeping of, accurate records and books of account as are necessary to enable the Service Provider to calculate the amount of any sums payable pursuant to this Agreement and to calculate interest thereon;
 - 5.7.2 at the reasonable request of the Service Provider, allow that Party or its agent to inspect those records and books of account and, to the extent that they relate to the Services, to take copies of them;
 - 5.7.3 within <<insert period>>, or each <<insert interval>>, obtain at its own expense from an independent auditors' certificate as to the accuracy of its records and books of account in respect of this Agreement during the period <<insert period>>.

6. Liability, Indemnity and Insurance

- 6.1 The Service Provider shall maintain at all times suitable and valid insurance that shall include <<insert details>> insurance.
- 6.2 In the event that the Service Provider fails to perform the Services with reasonable care and skill in accordance with the Agreement and all necessary remedial action at no additional cost to the Landlord.
- 6.3 The Service Provider's total liability for damages caused as a result of its negligence or breach of the Agreement shall be limited to £<<insert sum>>.
- 6.4 The Service Provider shall not be liable for damage suffered by the Landlord or any third party as a result of the Services.

- Landlord that results from the Service Provider to follow any reasonable instructions given by the Service Provider.
- 6.5 Nothing in this Agreement shall limit the Service Provider's liability for death or personal injury.
- 6.6 Subject to sub-Clause 6.3, the Service Provider shall indemnify the Landlord against any costs, liability, damages or proceedings arising out of the Service Provider's breach of this Agreement.
- 6.7 The Landlord shall indemnify the Service Provider against any costs, liability, damages, loss, claims or proceedings arising out of any loss or damage to any equipment (including that of the Service Provider) caused by the Service Provider's breach of this Agreement.
- 6.8 Neither Party shall be liable for the other Party's failure to perform, any of that Party's obligations if it is found to be in breach of this Agreement due to any cause beyond the control of that Party's reasonable conduct.

7. Confidentiality

- 7.1 Each Party undertakes that it shall not disclose any Confidential Information by sub-Clause 7.2 or as authorised in writing by the other Party at all times during the continuance of this Agreement and for a period of [period]>> years] after its termination:
- 7.1.1 keep confidential all Confidential Information;
- 7.1.2 not disclose any Confidential Information to any other party;
- 7.1.3 not use any Confidential Information for any purpose other than as contemplated by and for the purposes of this Agreement;
- 7.1.4 not make any copies of Confidential Information or part with possession of Confidential Information;
- 7.1.5 ensure that none of its employees, agents, sub-contractors or advisers are aware of Confidential Information done by that Party, would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.4 above.
- 7.2 Either Party may:
- 7.2.1 disclose any Confidential Information to:
- 7.2.1.1 any sub-contractor of the Party;
- 7.2.1.2 any governmental body or regulatory body; or
- 7.2.1.3 any employee, agent, sub-contractor or adviser of the Party or of any of the bodies mentioned in sub-Clauses 7.2.1.1 to 7.2.1.3 above;
- 7.2.2 disclose Confidential Information to such extent only as is necessary for the purposes contemplated by this Agreement (including the provision of the Services), or as required by law, provided that the Party shall first inform the person, body or regulatory body that the Confidential Information is confidential and that the disclosure is to any employee or officer of any body mentioned in sub-Clauses 7.2.1.1 to 7.2.1.3 above. The other Party a written undertaking to keep Confidential Information confidential. Such undertaking should be as nearly as possible in accordance with the provisions of this Clause 7 to keep Confidential Information confidential and to use it only for the purposes contemplated by this Agreement.

purposes for which the Party must not

7.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the public, or at any time after the date of this Agreement, or at any time after it becomes public knowledge through no fault of that Party. In the event of disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

7.3 The provisions of this Clause shall apply in accordance with their terms, notwithstanding the terms of any other agreement for any reason.

8. Force Majeure

8.1 No Party to this Agreement shall be in breach of its obligations where such failure or delay in performing its obligations is caused by any cause that is beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, internet outage, industrial action, civil unrest, fire, flood, storms, terrorism, acts of war, governmental action or any other event beyond the control of the Party in question.

8.2 [In the event that a Party to this Agreement fails to perform their obligations hereunder as a result of force majeure for a continuous period of <<insert period>>, the other Party may terminate this Agreement by giving written notice at the end of the period. Upon termination, the Parties shall agree upon a payment for all Services provided up to the date of termination. The payment shall take into account any prior contractual commitment and the performance of this Agreement.]

9. Term and Termination

9.1 This Agreement shall commence on the Commencement Date>> and shall continue for a Term of <<insert term>> from that date, subject to the provisions of this Clause 9.

9.2 Either Party shall have the right to terminate this Agreement and consent of the other Party and exercisable by giving written notice to the other Party of <<insert notice period>> expiry of the Term specified in sub-Clause 9.1 (or any further extension of this Agreement has been extended pursuant to this Clause 9.2) for a period of <<insert period>>.

9.3 Either Party may terminate this Agreement by giving written notice to the other not less than <<insert notice period>> and <<insert minimum term of agreement>> on or at any time after the expiry of the Term specified in sub-Clause 9.1 (or any further extension of this Agreement has been extended pursuant to this Clause 9.2) for a period of <<insert period>>.

9.4 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:

9.4.1 any sum owing to the other Party under any of the provisions of this Agreement is not paid within <<insert period>> Business Days of the due date;

9.4.2 the other Party commits a material breach of any of the provisions of this Agreement and, after being given a written notice of remedy, fails to remedy

it within <<insert period>>
notice giving full particulars
remedied;

9.4.3 an encumbrancer to the
company, a receiver or
that other Party;

9.4.4 the other Party makes
being a company, but
the meaning of the In

9.4.5 the other Party, being
made against it or, but
the purposes of bona
a manner that the co
bound by or assumed
this Agreement);

9.4.6 anything analogous
jurisdiction occurs in

9.4.7 that other Party ceases

9.4.8 control of that other
persons not having
Agreement. For the
"connected persons"
Sections 1124 and 11

9.5 For the purposes of sub-Clause
remedy if the Party in breach
respects.

9.6 The rights to terminate the
prejudice any other right or
concerned (if any) or any other

10. Effects of Termination

Upon the termination of this Agreement

10.1 any sum owing by either Party
Agreement shall become im

10.2 all Clauses which, either express
the expiry or termination of the

10.3 termination shall not affect the
which the terminating Party
termination or any other right
may have in respect of any
before the date of termination

10.4 subject as provided in this Clause
rights neither Party shall be

10.5 each Party shall (except to the
cease to use, either directly
shall immediately return to the
control which contain or record

after being given written
notice and requiring it to be

where the other Party is a
the property or assets of

agreement with its creditors or,
administration order (within

has a bankruptcy order
into liquidation (except for
re-construction and in such
manner that the company
on that other Party under

governed under the law of any
jurisdiction;

, to carry on business; or

any person or connected
Party on the date of this
Clause 9, "control" and
things ascribed thereto by
Corporation Tax Act 2010.

shall be considered capable of
provision in question in all

this Clause 9 shall not
in respect of the breach

any of the provisions of this
Clause;

, relate to the period after
remain in full force and effect;

damages or other remedy
the event giving rise to the
remedy which any Party
agreement which existed at or

in respect of any accrued
rights to the other; and

in Clause 7) immediately
Confidential Information, and
documents in its possession or
control.

11. **No Waiver**

No failure or delay by either Party in exercising its rights under this Agreement shall be deemed to be a waiver of the right of either Party of a breach of any provision of this Agreement or a waiver of any subsequent breach of the same or any other provision.

12. **Further Assurance**

Each Party shall execute and do all such acts, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

13. **Costs**

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, execution and carrying into effect of this Agreement.

14. **Set-Off**

Neither Party shall be entitled to set off or payments due in any manner from payments due or sums received in respect of this Agreement or any other agreement at any time.

15. **Assignment and Sub-Contracting**

15.1 [Subject to sub-Clause 15.2, neither Party may assign, sub-assign, charge) or sub-licence or otherwise dispose of its rights hereunder, or sub-contract or otherwise delegate its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.]

15.2 [The Service Provider shall not transfer or delegate any of the obligations undertaken by it through any group or through suitably qualified and skilled sub-contractor or member or sub-contractor, which shall be deemed to be an act or omission in breach of this Agreement, be deemed to be an act or omission in breach of this Agreement.]

16. **Time**

16.1 [The Parties agree that all time periods specified in this Agreement shall be of the essence of this Agreement.]

OR

16.2 [The Parties agree that the time periods specified in this Agreement are for guidance only and are not intended to be binding on the Parties and may be varied by mutual agreement.]

17. **Relationship of the Parties**

Nothing in this Agreement shall constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

18. **Non-Solicitation**

18.1 Neither Party shall, for the term of the Agreement and for a period of <<insert period>> after its termination, solicit or contract the services of any person who is or was employed by the other Party at any time in relation to this Agreement without the express written consent of that Party].

18.2 Neither Party shall, for the term of the Agreement and for a period of <<insert period>> after its termination, solicit or induce away from the other Party any customer or client, or cause damage to the business of the other Party without the express written consent of that Party].

19. **Third Party Rights**

19.1 No part of this Agreement is intended to confer any rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

19.2 Subject to this Clause 19 the Agreement shall continue to be binding on the transferee, successors and assigns of the Parties as required.

20. **Notices**

20.1 All notices under this Agreement shall be deemed duly given if signed by, or on behalf of, the Party giving the notice.

20.2 Notices shall be deemed to be given:

20.2.1 when delivered, if delivered by hand or by a messenger (including registered mail) during business hours of the recipient; or

20.2.2 when sent, if transmitted by e-mail and a successful transmission report is received; or

20.2.3 on the fifth business day after posting, if mailed by national ordinary mail, postage paid; or

20.2.4 on the tenth business day after posting, if mailed by airmail, postage prepaid.

In each case notices shall be sent to the last recent address, e-mail address, or facsimile number of the Party.

21. **Entire Agreement**

21.1 This Agreement contains the entire understanding between the Parties with respect to its subject matter and cannot be modified except by an instrument in writing signed by both Parties.

in writing signed by the duly
21.2 Each Party acknowledges that it does not rely on any representation, warranty or other term provided in this Agreement implied by statute or common law.

of the Parties.

Agreement, it does not rely on except as expressly warranted or other terms to the fullest extent permitted

22. Counterparts

This Agreement may be entered into by the Parties to it on separate counterparts, each of which shall be an original, but all the counterparts shall constitute one and the same instrument.

counterparts and by the Parties, and so executed and delivered, shall constitute one and the same instrument.

23. Severance

In the event that one or more of the provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, such provisions shall be severed from the remainder of this Agreement and the remainder shall be valid and enforceable.

Agreement is found to be unlawful, invalid or otherwise unenforceable, such provision(s) shall be deemed severed from the remainder of this Agreement and the remainder shall be valid and enforceable.

24. Law and Jurisdiction

24.1 This Agreement (including any dispute, controversy or claim arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

rights and obligations arising out of or in connection with this Agreement, and construed in accordance with the laws of England and Wales.

24.2 Any dispute, controversy, or claim arising out of or in connection with this Agreement (including any dispute, controversy or claim arising therefrom or associated therewith) shall be referred to and determined by the courts of England and Wales.

between the Parties relating to this Agreement, and obligations arising out of or in connection with this Agreement, shall be referred to and determined by the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement

ed the day and year first

SIGNED by

<<Name and Title of person signing for Se
for and on behalf of <<Service Provider's N

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for La
for and on behalf of <<Landlord's Name>>

In the presence of

<<Name & Address of Witness>>

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PART 1: PROPERTIES, SERVICE REQUIREMENTS

Property Address	Property Type (e.g. house, flat, block of flats)	Level of Service Required	Days & Times of Visit	Fee per [Visit][Hour] (£)
<<insert address>>	<< >>	<< >>	<< >>	<< >>
<<insert address>>	<< >>	<< >>	<< >>	<< >>
<<insert address>>	<< >>	<< >>	<< >>	<< >>

PART 2: LEVELS OF SERVICE

<<Insert a detailed specification of all services to be provided under this Agreement. If different packages are offered, the text below is by way of an example only and must be modified to suit the requirements of the property.>>

The Service Provider under this Agreement. The text below is by way of an example only and must be modified to suit the requirements of the property.

Package 1: General weekly clean of house

- 1 Dry dust all surfaces, using polish where appropriate
- 2 Damp dust where appropriate
- 3 Vacuum carpets
- 4 Clean bathrooms
- 5 Clean kitchen and utility room
- 6 Mop hard floors
- 7 Clean internal glass
- 8 Empty and clean bins and remove waste
- 9 Report any defects or issues requiring attention
- 10 << >>

word

Package 2: General weekly clean of shared living areas**Kitchen, bathrooms and shared living areas**

- 1 Dry dust all surfaces, using polish where appropriate
- 2 Damp dust where appropriate
- 3 Vacuum carpets
- 4 Clean bathrooms
- 5 Clean kitchen and utility room
- 6 Mop hard floors
- 7 Clean internal glass

word

- 8 Empty and clean bins and remove waste
- 9 << >>

Bedrooms/bedsits

- 1 Dry dust all surfaces, using polish where appropriate
- 2 Damp dust where appropriate
- 3 Vacuum carpets
- 4 Clean internal glass
- 5 Empty and clean bins and remove waste
- 6 << >>

General

- 1 Report any defects or issues requiring attention
- 2 << >>

Package 3: General daily clean of communal areas/se/hostel

- 1 Dry dust all surfaces, using polish where appropriate
- 2 Damp dust where appropriate
- 3 Vacuum carpets
- 4 Clean bathrooms
- 5 Clean kitchen and utility room
- 6 Mop hard floors
- 7 Clean internal glass
- 8 Empty and clean bins and remove waste
- 9 Report any defects or issues requiring attention
- 10 << >>

Package 4: Spring clean of house in single occupancy

As Package 1 plus:

- 1 Dusting/wiping of hard to reach areas
- 2 Cleaning of oven (interior and exterior)
- 3 Internal window cleaning
- 4 Wiping of window frames
- 5 Vacuuming of upholstery
- 6 Cleaning of light fittings
- 7 Descaling of bathroom fixtures and kitchen taps
- 8 Cleaning inside kitchen drawers and cupboards
- 9 Cleaning inside fridge, dishwasher, microwave
- 10 << >>