

NZ-SGApsv15

## **Cleaner service contract: domestic or office**

**This agreement is dated:** [date]

**It is made between** [Cleaner's name]

Of [address] (the “Cleaner”)

**And** [Client's name]

Of [address] (the “Client”)

## Background

The purpose of this agreement is to set out the legal contract between the Cleaner and the Client in connection with the work described in a list (the "Work ■■■■■") ■

.....

### **The terms of this agreement are:**

## **1. Basic contract and specification of Work**

- 1.1. This agreement is for the [self-employed] Cleaner to complete the Work for the Client, [REDACTED].
  - 1.2. The Work is to be done each week unless one of the parties gives to the other at least [REDACTED] [REDACTED].
  - 1.3. The Cleaner is alone responsible for all taxes arising on money received from the Client and indemnifies the Client [REDACTED].
  - 1.4. The Cleaner [is/is not] registered for [REDACTED], [REDACTED] 123456789].
  - 1.5. The Cleaner agrees to provide staff of an appropriate level of skill [REDACTED].
  - 1.6. The Work will be completed in accordance [REDACTED].

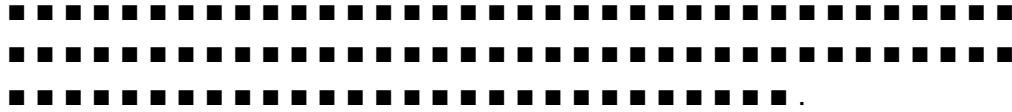
## [Timetable]

## **2. Interruptions and expense**

- 2.1. If either party cannot perform this agreement for a reason beyond his reasonable control for a continuous period of [four] weeks then either party may, at his [ ] , [ ] .  
[ ] .
  - 2.2. The work could be delayed by inclement weather.
  - 2.3. It is assumed that the Client will [ ]  
■ [ ] / [ ] / [ ] ■ .
  - 2.4. The skip and the Cleaner's van will occupy three car [ ]  
■ [ ] . ■ [ ]  
■ [ ] , ■ [ ]  
■ [ ] .
  - 2.5. Access to the site will be provided by the Client from [7.30 am] [ ]  
5 . 30 [ ] . ■ [ ]  
■ [ ] , ■ [ ] , ■ [ ]  
■ [ ] , ■ [ ]  
■ [ ] .

### **3. Cleaner's account and expenses**

- 3.1. The sum stated in the Work list as the [REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED].
  - 3.2. Upon completion of the Work, the Cleaner shall submit an account.  
Payment shall [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED].
  - 3.3. A complaint or rejection of some part of [REDACTED]  
[REDACTED]  
[REDACTED]
  - 3.4. The Cleaner reserves the right to charge the Client interest in respect  
of the late payment of any money [REDACTED] ( [REDACTED] )



## **Cleaner's account and expenses: possible alternative terms**

- 3.5. A cheque is [ ] .
  - 3.6. The full cost of the Work [ ] .
  - 3.7. Payment for the Work of [ ].
  - 3.8. The account shall include whatever reasonable expenses the Cleaner has incurred [ ] [ ].
  - 3.9. Payment for the work of the Cleaner shall be made on the Friday of every week [ ].
  - 3.10. Except the termination of this contract under the following paragraph, the [ ].

#### **4. Safety and insurance**

.....

- 4.3. The Client undertakes at all times to maintain appropriate insurances and [REDACTED], [REDACTED], [REDACTED]  
[REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED],  
[REDACTED], [REDACTED].

## 5. Confidentiality



## **6. Limitation of liability**

- 6.1. This paragraph applies to all of:

  - 6.1.1 a defect in work done or not done

### 6.1.3 negligence or any other tort

1

6.5.  $\boxed{\quad \quad \quad}, \boxed{\quad \quad \quad}$   
 $\boxed{\quad \quad \quad} ( \boxed{\quad \quad \quad} ) \boxed{\quad \quad \quad}$

A 4x10 grid of black squares arranged in four rows and ten columns, representing a 4x10 matrix.

OR

6.7.  \$ [  ].

## **7. Miscellaneous matters**

It shall be deemed to have been delivered:

A 3x10 grid of black squares arranged in three rows and ten columns.

**Signed by** [Cleaner's name] the Cleaner

**Signed by [Client name]:**

OR

..... [ ..... ] .....



## Schedule: Work list

*[Enter Work description]*

## Explanatory notes:

## Cleaner service contract: domestic or office

## General notes

## **1. What is in the agreement?**

The main purposes of this agreement are:



## **2. Inland Revenue self employment rules**

<https://www.ird.govt.nz/roles/self-employed>

### **3. Background and Work list**

Do make sure you write a work list. No special words, no special language, no rules. It can be one sentence of ten words or ten pages of work. The purpose is to make sure there is nothing to argue about later. Use the work list also to



You are not going to order a skip.

You are not going to take away  .

The boiler room is not included in ■ ■ ■ ■ ■ ■ ■ ■ ■ .

and so on . . .

Final points about this contract:

remember to attach the  .

make sure your client has signed the contract.

## Paragraph specific notes

Notes numbering refers to paragraph numbers.

## **1. Basic contract and specification of Work**

Clients also like to .

## **2. Interruptions and expense**

You may like to add special requirements in time, space, plant, access or even weather. You may require

### **3. The Cleaner's account and expenses**

There are so many alternative arrangements that we have given you first a suggested complete set and then, at [REDACTED], [REDACTED]  
[REDACTED] . [REDACTED]  
[REDACTED] . [REDACTED]  
[REDACTED] , [REDACTED]  
[REDACTED] . [REDACTED]  
[REDACTED] .

## **possible alternative terms**

#### **4. Safety and insurance**

## 5. Confidentiality

This paragraph provides a strong incentive to prevent your client from telling ■

..... , .....

## **6. Limitation of liability**

The law may regard you as an expert. Your client is a “consumer”.

We [REDACTED]

- has to get all complaints together at once and
  - your total liability is limited.

## 7. Miscellaneous matters

A number of special points. We have identified each of these as important ■ ■

## End of notes