Cleaner service contract: domestic or office

This	agreer	ment is dated:	[date]		
It is made between:		etween:	[Cleaner's name]		
of			[address] (the "Cleaner")		
And			[Client name]		
of			[Client address] (the "Client")		
Back	groun	d			
	-	_	ent is to set out the legal contract between the Cleaner		
and t			with the work described in a list (the "Work • • • ") •		
"Worl	k" mea⊦ ■ ■ ■	ns the work to b ■■■■■■■	e done under the terms of this		
The t	erms o	of this agreeme	ent are:		
1.	Bas	ic contract	and specification of Work		
	1.1.	This agreement for the Client,	nt is for the [self employed] Cleaner to complete the Work		
	1.2.		be done each week unless one of the parties gives to ast [■ ■ ■ ■] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		
	1.3.		s alone responsible for all taxes arising on money the Client and indemnifies the Client = = = = = = = = = = = = = = = = = = =		
	1.4.	The Cleaner is	s/is not registered for ■ ■ ■ , [■ ■ ■ 123456789].		
	1.5.	The Cleaner a	grees to provide staff of an appropriate level of skill ■ ■ ■		
	1.6.	The Work will ■ ■ :	be completed in accordance		
		[Timetable]			

2. Interruptions and expense

3.

	Client's attention is drawn to the following special requirements, ruptions and expense. Delay caused by these
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 have told neighbours about the [work noise / • • • •] • • • • • • • • • • • • • •
2.4.	The skip and the Cleaner's van will occupy three car spaces while the work continues. If cones are moved or space ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.5.	Access to the site will be provided by the Client from [7.30 am] to [5.30 pm]. If any delay is caused by lack of access,
Cle	aner's account and expenses
3.1.	The sum stated in the Work list as the estimated cost of materials shall be paid at least five working
3.2.	Upon completion of the Work, the Cleaner shall submit an account. Payment shall be due within [seven] days [unless the Client draws to the attention of the
3.3.	A complaint or rejection of some part of work done on the Work does not entitle the Client
3.4.	The Cleaner reserves the right to charge the Client interest in respect of the late payment of any money due under this agreement (both

	•.
3.5.	The cost of any materials agreed as extra to the Work liist
Clea	aner's account and expenses: possible alternative
3.6.	A cheque is accepted in payment only after • • • • • • • • • • • • • • • • • • •
3.7.	The full cost of the Work shall be paid at least [seven]
3.8.	Payment for the Work, to the Cleaner shall be made in
3.9.	The account shall include whatever reasonable expenses the Cleaner has incurred in working on any Work [provided such expenses have been approved in
3.10.	Payment for the work of the Cleaner shall be made on the Friday of every week
3.11.	Except the termination of this contract under following paragraph, the Client
Safe	ety and insurance
4.1.	The Client warrants that any plant and equipment he supplies for the use of

4.

4.2.			o obtain insurance against liability for work
4.3.	and • • •		all times to maintain appropriate insurances
Con	fidentia	lity	
5.1.	In this para	agraph:	
	Act"		2018 .
	"Damage"	:	means both
	"Personal	Information"	
			It includes personal data, as defined in the Act,
			•••
5.2.	Each party	to this contract	
	5.2.1 di		son whatever or otherwise make use of
	•	• • • • • • • • • • • • • • • • • • • •	image, nor audio-

5.

	5.3.	The pa	arties agree that any Damage arising directly or indirectly,
	5.4.		ient accepts personal liability for
	5.5.		tter how this contract ends, ••••••••••••••••••••••••••••••••••••
6.	Lim	itatior	n of liability
	This p	oaragrap	bh = = = = = = = = = = = = = = = = .
	6.1.	This pa	aragraph applies to all of:
		6.1.1	a defect in work done or not done
		6.1.2	a breach • • • • • • • • • • • • • • • • • • •
		6.1.3	negligence or any other tort
	Any c	of the = •	
	6.2.	unless	eaner shall have no liability to the Client in respect of a Default the
	6.3.	The Cl	ient agrees to give the
	6.4.	If a nui	mber of Defaults give rise to
	6.5.	loss of	eaner shall not be liable to the Client in respect of a Default, for profits goodwill or any type
)

6.6.	The Cleaner's entire liability in respect of any Default
OR	
6.7.	The Cleaner's entire liability in respect •••••£ [0, 000].
Mis	cellaneous matters
7.1.	No amendment or variation to this
	•••.
7.2.	So far as any time, date or
7.3.	If any term or provision of this agreement is at any time held to be void, invalid or unenforceable, then it shall be treated as changed
7.4.	Any obligation in this agreement
7.5.	No failure or delay by any party to exercise any right,
7.6.	Any communication to be served on either party by
	It shall be deemed to have been delivered:
	if delivered • • • • • • • : • • • • • • • • • • •

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\blacksquare \blacksquare;
    if sent by post = = = = = = = = = = = : = = = 72 = = =
    .........
    If sent by e-mail to the address from which the receiving party
    has last sent e-mail: • • • • 24 • • • • • • • • • • • • •
    ............
    ..............................
    ---1
7.7.
  In the event of a dispute between the parties to this agreement, \\ \\ \\ \
  ..............
  ....................................
  7.8.
  ....................................
  ..............
  .....,,.....
  7.9.
  ....................................
  ..............
  7.10.
  ..............
  ..............
  .....................................
  7.11.
  ............
  . . . . . . . . . . . . . . .
```

Signed by [Cleaner's name] the Cleaner:

Signed by [Client name]:

OR

Schedule: Work list

[Enter Work description]

Early Start and Cancellation Rights

This is to explain your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. 14

Request to start work

10,
enter Cleaner's name] address] email]
Signed
Date:
Client name:
Client address:

Model cancellation form

]:
:[
Address: [enter your address],
Signature: (only if this form is notified on paper),

Date: [date]

Explanatory Notes:

Cleaner service contract: domestic or office

General notes

1.	What	is in	the ag	reement?
----	------	-------	--------	----------

The main purposes of this agreement are:

- to enable you to do the agreed work;
- to get paid for the specified work;
- not be liable to your client for more than you ■ ■ ■ ■ ■ ■

2. HMR&C self employment rules

Your client will want to be certain that you are self employed. This is important because if HM Revenue and Customs deems that you are an employee, your client will have to pay National insurance and personal

The clearest explanation of how HMR&C apply the law is set down in regulations drawn specifically for the construction industry. Although the rules do not greatly affect the words of this contract, they are important and we recommend a read starting at www.hmrc.gov.uk/employment-status/index.htm

3. Background and Work list

Enter name of company if you work

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 $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$.
and so on
You can also use the Work
"Work not specified in this list shall be treated as extra work and charged
Make sure you include your price in the
Final points about this contract:
remember to attach the
make sure your client has signed the contract.
make sure you have dated the contract • • • • • • • • • • • • • • • • • • •
About Consumer Contracts (ICAC) Regulations 2013
If you provide services to a consumer and he signs this contract anywhere other than your office premises then the Consumer Contracts (\blacksquare \blacksquare \blacksquare , \blacksquare \blacksquare
2013
This notice provided at the end of the agreement sets out the "standard" limits allowing you to comply
agraph specific notes:

Paragraph specific notes:

4.

Drafting notes specific to the numbered paragraphs

1. Basic contract and specification of Work

taxes. Why?	
We make clear that you are self employed and responsible for your own	

	Clients also like to
	A few more items to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
2.	Interruptions and expense
	So often a profitable job is spoiled by unforeseen extras which fall to you to be paid. How far you accept these is up to you, but you should be able to quote a
	You may like to add special requirements in time,
	Many clients find it all too easy to tell you what they want,
3.	Cleaner's account and expenses
	Getting paid is often a problem. Having this contract
	There are so many alternative arrangements that we have given you first a suggested complete set and then, at
	Cleaner's account and expenses: possible alternative terms
	Here we have given you a menu of alternative sub paragraphs.

	Whatever payment arrangement you make,
	We repeat:
4.	Safety and insurance
	If your client is happy to lend you his ladder without telling you that the middle rung is loose,
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". Consumers are protected. You ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	There are several essential edits required as to the
	We have provided the words

7. Miscellaneous matters

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

End of notes