

ZA-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 name]

Of [Client address] (the "Client")

## Background

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

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



[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 have told neighbours about the [work / noise / [ ] ] .
  - 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] ) [REDACTED]

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

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

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

- 4.2. The Cleaner undertakes to obtain insurance against liability for professional negligence in work ██████████  
███████████  
███████████  
███████████.
- 4.3. The Client undertakes at all times to maintain appropriate insurances and ██████████, ██████████, ██████████  
███████████  
, ██████████.

## 5. Confidentiality

- 5.1. In this paragraph:

“Damage”: means both ██████████, ██████████  
███████████,  
███████████.

“Personal Information” ██████████  
███████████,  
███████████.

- 5.2. Each party to this contract ██████████  
███████████:
  - 5.2.1 divulge to any person whatever or otherwise make use of ██████████  
███████████, ██████████  
███████████;  
███████████;
  - 5.2.2 post any text, nor image, nor audio-███████████, ██████████  
███████████,  
███████████.
- 5.3. The parties agree that any Damage arising directly or indirectly, ██████████  
███████████  
███████████  
███████████.
- 5.4. The Client accepts personal liability for ██████████ ██████████ [ ██████████, ██████████  
███████████].

## **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 delict

*OR*

- 6.7. [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED].

## 7. Miscellaneous matters

- 7.1. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].
- 7.2. [REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED].
- 7.3. [REDACTED]  
[REDACTED], [REDACTED].
- 7.4. [REDACTED]  
[REDACTED]
- .
- 7.5. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].
- 7.6. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].

It shall be deemed to have been delivered:

[REDACTED]

```
    ;  
    ;  
    72 ;  
    ;  
    ;  
    : 24 ;  
    ;  
    [ ;  
    ; ,  
    ;  
    ; ]
```

7.8.  $\boxed{\quad \quad \quad}, [\boxed{\quad \quad \quad \quad \quad}],$

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

**Signed by** [Client name]:

*OR*

[REDACTED] :

**Signed by** [name] on behalf of [Client name]:

## 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. SARS self employment rules**

### **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 . . .

You can also use the Work

Final points about this contract:

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 .

A few more items to [REDACTED] .

## **2. Interruptions and expense**

.....

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

## **Cleaner's account and expenses: 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”.

Consumers are protected. You ■■■■■ . ■■■■■  
■■■■■ ■■■■■ . ■■■■■ , ■■■■■  
■■■■■ ■■■■■ . ■■■■■ , ■■■■■  
■■■■■ ■■■■■ . ■■■■■ , ■■■■■  
■■■■■ ■■■■■ . ■■■■■

## 7 Miscellaneous matters

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

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## End of notes