

## RIVERSIDE CLEANING AND IRONING CONTRACT

### **Provider:**

Name registered: Betland Trade Ltd/Riverside Cleaning  
Registered office: 12 West Lane, London, SE16 4NY  
Day telephone/Fax: 020 7231 9944

### **Customer:**

Domestic /Commercial Cleaning Name: (delete as appropriate):

Address:

Site address:

Day telephone:

Evening / Weekend telephone:

Registered company number:

Registered office:

VAT registration number:

### **Cleaning Contract number:**

**Premises** (list public areas and rooms to be cleaned and location, e.g. which floor):

**Cleaning Services** (shall consist of the cleaning services described in the Schedule to this agreement):

**Cleaning Charges**(Payment can be made by Direct Debit, Cheque, Cash or Standing Order at the end of every month, after an invoice has been received by the Customer)

Hourly Rate: £

Hours Required:

Day(s) Preferred:

[monthly] charge: £

**Statutory Requirements**(means all relevant statutes and regulations and requirements of every competent authority):

### **Authorised Signatories**

For the Provider: - Name of Signatory:

-Name of Signatory:

For the Customer:-Name of Signatory:

-Name of Signatory:

### **Commencement Date:**

The Company agrees to supply the Cleaning Services to Customer subject to the terms set out in this agreement and schedule attached to it.

### **Date:**

**Signed for the Customer:**

**Signed for the Supplier:**

## TERMS OF AGREEMENT

### **Provision of services**

The Provider shall provide the Cleaning Services in accordance with these terms and the Schedule and provide adequate staff.

### **Duration of agreement**

The minimum duration of this agreement shall continue for the *one month* ('the Term'). Upon expiry of the Term, the Customer can terminate it by serving no less than 2 weeks notice to the Provider. The term of the notice commences from the time the notice is received at the Provider's Office during the business hours.

### **Selection of Provider's staff**

The Provider will provide staff to work under the Cleaning Contract who are aged 18 or over and in respect of whom character and employment references have been checked to ensure that they are reliable, discreet and honest. The Provider will provide the Customer with a list of the names (only in Commercial Cleaning) of all staff working at the Site/premises, their duties and all changes in the staff.

### **Security**

The Provider will ensure that its staff working on the Site/Premises under the Cleaning Contract are made fully aware of and comply with the Customer's security procedures and do not take bags other than small handbags onto the Site.

If the Customers are to permit the Cleaner the keys to any property, the Customer are responsible for ensuring the Cleaner signs a Key Security Deposit Form and obtain the amount stated on the Key Security Deposit Form, copies of which are available on request from the Agency

### **Equipment**

The Customer will provide all the necessary and operational cleaning, vacuuming and ironing equipment for the Cleaning Contract at the start of the Cleaning Contract and will maintain it regularly in line with safety guidelines and provide replacements when breakdowns occur and such breakdown(s) are not caused by the Cleaner's negligence or any equipment ceases to work effectively due to the age of the equipment.

### **New Premises**

If the Customer moves to another site or premises or alters the Premises on the Site and gives the Provider full details of the new or additional Premises or the Premises as altered, the Provider will provide a new or varied schedule specifying the work to be done and quotation for a revised Cleaning Charge and, if it is accepted by the Customer, the Cleaning Contract will continue in force as altered.

### **Safe premises**

The Customer warrants that the Premises are safe for work and comply with all Statutory Requirements for the health and safety at work of the Provider's employees. The Provider may refuse to permit its staff to work in the Premises or any part of them if the Provider reasonably considers that they may be exposed to undue risk or danger.

### **Provider's health and safety policy**

The Provider acknowledges that it is under a duty to ensure so far as is reasonably practicable the health, safety and welfare at work of all its employees and other persons who are affected by its business activities. So far as affects its staff who work under the Cleaning Contract, the Provider undertakes with the Customer that (without limiting its duties to them) it will:

Safeguard their health, safety and welfare at work under the Cleaning Contract;

bring to their notice the safety policies of both the Provider and the Customer;

provide all necessary information, training and supervision in safe working practices and the need to work safely; and

have regard for the health and safety of those not employed by the Provider, but who may be affected by the Provider's work under the Cleaning Contract.

### **Customer complaints**

Any complaint about the performance of the Cleaning Contract must be made in writing to one of the Provider's Authorised Signatories or company secretary within 2 working days of the occurrence and the Provider will take all necessary action, without cost to the Customer, to investigate and (unless it reasonably considers that the complaint was not justified) take any necessary remedial action. In the absence of complaint it will be assumed that the Customer is satisfied with the Provider's performance of the contract.

## **Payment**

The Customer shall pay all other charges not later than 30 days after the Provider's invoice in respect of them. Customer will sign and return to the Agency one copy of the Agreement, and make payment according to the due date mentioned in the invoice.

The Sum may be varied by the Agency notifying the Customer 14 days before the payment is due. The Customer can make a change to the hours notifying the Agency within 2 working days.

All prices include a discount of 25% which is subject to payment being made within the due date

All payments must be paid when due, if such payment is not received when required on the invoice, a late payment fee of £10.00 will be payable per week for each week that payment is not received.

## **Increasing charges**

The Provider may increase the Cleaning Charge by giving 2 weeks prior written notice to take effect on the next due invoice after that period, but:

The Customer may terminate this agreement by giving 2 weeks' notice in writing following written notification of intent to increase charges.

## **No set-off**

The Customer shall pay all money due under the Cleaning Contract without any discount, deduction, set-off or counterclaim regardless of any claim or dispute which the Customer has or alleges it has against the Provider.

## **Suspension of performance**

Failure by the Customer to pay the Cleaning Charges within 30 days of due date shall constitute sufficient cause for the Provider to suspend or terminate service under the Cleaning Contract until the Cleaning Charges have been paid in full by the Customer's .

## **Termination by notice**

Either party may terminate this agreement by not less than 2 week's notice to the other expiring not earlier than the end of the Term.

## **Grounds for termination**

Either party may terminate this agreement without prior notice if the other:

- makes any assignment of its business for benefit of creditors;
- has a receiver, administrative receiver or similar officer appointed of all or part of its property;
- becomes bankrupt or goes into liquidation (except with the other's consent) for the purpose of amalgamation or reconstruction;
- commits a breach of this agreement and fails to remedy it within 20 days after written notice requiring it to be remedied.

## **Redundancy on premature termination**

If the Customer terminates the Cleaning Contract without notice only in case of justifiable circumstance, e.g. theft or with less notice than is agreed, the Customer agrees to pay the Provider the outstanding balance of the Cleaning Charges in full and up to the termination date.

## **Consequences of Termination**

The Provider will instruct the Cleaner to return the keys to the Customer within 24 hours after the Customer has decided to terminate the contract.

## **Force majeure**

Neither party shall be liable for any failure in the performance of any of its obligations under this agreement caused by factors outside its control.

## **Not to solicit contractors**

While the Cleaning Contract remains in force and for one year after its end (however caused) the Customer shall not directly or indirectly solicit either on their own account or on behalf of any other person the whole or part time services for any purpose of any of the Provider's contractors who work in any capacity under the Cleaning Contract at the Site/Premises.

## **Exclusion of liability**

The Provider disclaims all liability to the Customer in connection with the Provider's performance under this agreement, including but not limited to liability for loss of profits and other consequential losses.

The Provider will not be liable for any loss or damage to the Customer or any goods or property of the Customer however arising.

The Provider shall not be liable under any circumstances for any losses that the Customer suffers as a result of any failure by a Cleaner to comply with his/her contractual obligations for whatever reason regardless of the fact that such Cleaner may have been recommended or introduced to the Customer by the Provider.

The Provider is not responsible for the failure of any Cleaner to return keys or for or for any loss whatsoever that may arise as a result.

In any event, the Provider shall not be liable for any loss or damage whatsoever caused by any substances containing bleach.

The Provider may decide not to allocate the Customer a Cleaner, if it believes that the Customer is acting unlawfully, or is an unsuitable or unreasonable contractor, the Agency's decision being final in this matter.

The Provider believes that if the Customer has used , or is attempting , or intending to use, a Cleaner without paying the Provider, the Provider can charge a £500 one off payment and the Cleaner will no longer work within the Agency.

#### **Variation**

Except as expressly provided for in this agreement, no variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of all parties by the Authorised Signatories.

#### **Waiver**

Either party may release or compromise the liability of the other under this agreement or grant to the other time or other indulgence without affecting the other party's liability.

#### **No assignment etc**

The Customer may not without the prior written consent of the Provider assign or dispose of the Cleaning Contract, part with any interest in it, or grant any lease or license or delegate any of the rights conferred by it.

#### **Third parties**

No person other than the Provider and the Customer shall acquire any enforceable rights under or in connection with this agreement.

#### **Notices**

Any notice required or allowed under this agreement shall be deemed properly given if mailed postage paid by recorded delivery to the Customer at the invoice address on the first page of this agreement.

#### **Jurisdiction**

This agreement shall be governed by English law and the parties consent to the exclusive jurisdiction of the English courts in all matters regarding it.

## SCHEDULE

### Specification of Work to be Performed

The Provider will make sure that the Cleaner is vetted. Customer can obtain details of the vetting procedure used in individual cases upon request.

The Provider will allocate a cleaner subject to the Customer in terms of this agreement. Once the Cleaner has been supplied with the Customer's details, the Provider will call within 24 hours to the Customer to notify that a cleaner has been allocated.

The Provider reserves the right to vary the supply of the Service as and when desirable to improve the supply of service.

On request, the Provider will make available the allocated Cleaner's references and a passport copy to the Customer, provided the Customer is going to interview or have interviewed the Cleaner.

The Provider will use reasonable endeavours to reply in a timely manner to any of the Clients questions, and assist in arranging interviews between the Customer and a prospective new or replacement Cleaner(s).

Once the signed Agreement is returned to the Provider by the Customer, the Provider will use reasonable endeavours to obtain a suitable Cleaner and allocate such Cleaner to the Customer.

The Customer will make correct and punctual payments at the agreed hourly rate.

The Customer will keep the Provider fully notified by giving a minimum of 2 working days notice of any changes in requirements relating to the hours or days worked by a Cleaner; Customer annual leave; Any complaint about a Cleaner which causes the Customer to wish to appoint a new Cleaner instead of the existing Cleaner ; or Any absences of a Cleaner so that the Provider can take remedial action.

The Customer will give 24 hour's notice to the Cleaner, unless agreed otherwise with the Cleaner, of any alterations to times or days of carrying out the Cleaner's duties, or material changes to the Cleaner's duties.

The Customer will supply all the necessary and operational cleaning, vacuuming, and ironing equipment needed to do the job to their requirements.

The Customer must give a clear set of instructions to the Cleaner and must only require him/her to do interior domestic/Commercial Premises' cleaning.