

## CLEANING TERMS

## (OFFICE) (B2B)

### BACKGROUND:

These Terms and Conditions shall be entered into by <<Company Name>> a company registered in the <<Country>> with registration number <<Company Registration Number>> ("the Company") to a customer on a regular basis.

of cleaning services by <<Insert Name of Company>> of Registration>> under number <<Insert Number of Registration>> office is at <<Registered Office>> and the office premises cleaned on a regular basis.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the meanings:

the context otherwise requires, the following meanings:

<b>"Agreement"</b>	comprising an agreement in the form of the Agreement attached hereto as Schedule 1 and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the acceptance of the Quotation;
<b>"Agreed Date"</b>	the date of the provision of the Services as set out in the Quotation;
<b>"Agreed Times"</b>	the Parties shall agree upon the times at which the Services shall be provided and shall have access to the Premises [as set out in Schedule 1];
<b>"Business Day"</b>	any day other than Saturday or Sunday) on which the Premises are open for their full range of business activities <<Insert location>>;
<b>"Customer"</b>	the person or entity that requires the Services subject to the Terms and Conditions and the Agreement being a "consumer" as defined by the Consumer Rights Act 2015;
<b>["Initial Period"]</b>	<<Insert duration>> following the provision of the Services during which the Customer shall have access in accordance with Clause 7 of the Terms and Conditions;]
<b>"Monthly Fee"</b>	the fee payable by the Customer for the Services as set out in Clause 4 of these Terms and Conditions;
<b>"Order"</b>	the initial request to acquire the Services from the Company as described in Clause 2 of the Terms and Conditions;
<b>"Premises"</b>	the office space, as detailed in the Quotation, at which the Services are to be provided;
<b>"Products"</b>	the cleaning products and supplies (which include consumables and supply) used by the Company in the provision of the Services;

<b>“Quotation”</b>	a quotation detailing proposed fees and services to be provided to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall be deemed to incorporate, and be subject to, these Terms and Conditions b) not be deemed to be an acceptance of an Order;
<b>“Services”</b>	the cleaning services provided by the Company as set out in Clause 5 of these Terms and Conditions;
<b>“Service Period”</b>	a period of one month which shall begin on the date of the Agreement and repeat until the Agreement is cancelled or terminated in accordance with these Terms and Conditions;
<b>“Staff”</b>	the Company’s employees assigned by it to provide the Services; and
<b>“Visit”</b>	any occasion, scheduled or otherwise, on which the Company shall send its Staff to the Premises.

- 1.2 Unless otherwise stated, each reference in these Terms and Conditions shall be construed as follows:
- 1.2.1 The word “written” includes a reference to any document or communication by electronic transmission or similar means;
  - 1.2.2 The word “provision of a statute” is a reference to that statute or to any statute as amended or re-enacted at the relevant time;
  - 1.2.3 The word “Conditions” is a reference to these Terms and Conditions and the Schedules as amended or supplemented at any time;
  - 1.2.4 The word “in accordance with” refers to these Terms and Conditions; and
  - 1.2.5 The word “Clause” is a reference to a Clause of these Terms and Conditions (including the Schedules) or a paragraph of the relevant Clause;
  - 1.2.6 The words “the parties” refer to the parties to the Agreement.
- 1.3 The Terms and Conditions are for convenience only and shall not be construed upon the interpretation of these Terms and Conditions.
- 1.4 Words in the singular number shall include the plural and vice versa.
- 1.5 References shall include any other gender.
- 1.6 References shall include corporations.

## 2. Orders

- 2.1 The Customer shall order for its Services through <<insert methods e.g. telephone, email, website>>
- 2.2 When the Customer orders the Services, the Customer shall set out, in detail, the Services required, including the location and size of the Premises, the frequency of the Services and the type(s) of cleaning required. [The Company shall provide an order form to the Customer which shall provide the Customer with the necessary information.] [All such details are set out in the Schedule 1 to these Terms and Conditions.]

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2.3 Once the Order is confirmed, the Company shall, unless it does not wish to provide the Services required, prepare and submit a Quotation by email or first-class post which shall set out the relevant Monthly Fee, detailed in Clauses 3 and 4 respectively.

2.4 The Customer shall be bound by the Order and Quotation prior to acceptance of the Services. The Customer may accept the Quotation or, where a revised Quotation is issued by the Company, by telephone, email or first-class post. Unless otherwise agreed in writing at any time, the Quotation shall remain valid for acceptance within <<number of days>> of issue by the Company.

2.5 Notwithstanding the issue of a Quotation or acceptance of an Order or the Customer's acceptance of a Quotation, no binding agreement in relation to any of the Services shall exist or be effective until the Agreement and the Deposit has been paid in full. No agreement between them shall come into existence until the Deposit has been paid.

2.6 Notwithstanding the issue of a Quotation or acceptance of an Order, if the Deposit has not been paid by the date specified in the Quotation, after the date of execution of this Agreement, the Company shall be entitled, provided that it has not commenced the Services, to accept any Deposit tendered after that date and to notify the Customer that the Agreement shall not be binding.

### 3. Deposit

3.1 At the time of acceptance of the Order, the Customer shall pay to the Company a Deposit of not more than <<insert period e.g. 7 days>> thereafter, as security against any claim for the Monthly Fees by the Customer. The Deposit shall be <<insert amount>> of the Monthly Fee>>.

3.2 Subject to the cancellation provisions in Clause 7 the Deposit shall be non-refundable.

### 4. Fees and Payment

4.1 The Monthly Fee shall be determined upon the following factors:

- 4.1.1 <<insert factor>>
- 4.1.2 <<insert factor>>
- 4.1.3 <<insert factor>>
- 4.1.4 <<insert factor>>
- 4.1.5 <<insert factor>>

4.2 The Company shall invoice the Customer for the Monthly Fee at the end of each Service Period. The invoice shall be issued during the preceding Service Period.

4.3 All invoices must be received by the Customer within a period e.g. 14 days>> of receipt by the Company.

4.4 Any sums which remain due at the expiry of the time period set out in sub-Clause 4.3 shall be payable on a daily basis at <<insert rate>>.

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- percentage of the standard base rate of <<insert name of bank>> from time to time.
5. **Services**
- 5.1 The Services shall be rendered in accordance with the specification set out in the attached Schedule of Services and the Agreement (as may be amended by mutual agreement).
- 5.2 The Company shall guarantee the required number of Staff to render the Services and guarantee that the same Staff members will always be assigned to the Services.
- 5.3 The Services shall be rendered with reasonable care and attention to a reasonable standard which is commensurate with best practice in the industry.
- 5.4 The Company shall ensure that it complies with any and all relevant codes of practice and standards.
- 5.5 All Personnel rendering of the Services shall be provided by the Company upon the Services required. The cost of such Personnel shall be included in the Monthly Fee and, subject to sub-Clause 5.6, shall be borne by the Customer.
- 5.6 The Company shall be responsible for the disposal of all waste that results from its rendering of the Services. The disposal of such waste shall be exclusive of any additional waste disposal charges payable by the Customer for the Services.
- 5.7 If cleaning or maintenance work is required (to clean up a spillage, for example) the Company shall first obtain the permission of the Customer before commencing such work and shall add the costs of such work to the Monthly Fee for the month in which the work takes place.
- 5.8 The Company shall ensure that no part/s, fixtures, fittings or contents of the Premises or any part of the Premises shall suffer damage as a result of the rendering of the Services. Any damage which may occur shall be repaired by the Company at no additional expense to the Customer.
6. **Customer's Obligations**
- 6.1 The Customer shall ensure that the Company and its Staff can access the Premises to render the Services.
- 6.2 The Customer shall ensure that the Company has access to electrical outlets and a running water at the Premises.
- 6.3 The Customer shall ensure that all necessary permissions, consents and licences have been obtained for the Company to render the Services.
- 6.4 The Customer shall give the Company at least <<insert number of hours>> notice if the Company will not be required to provide the Services on a particular day or at a particular time. The Company shall be entitled to charge the Customer at the Company's standard rate for such times at the Company's standard rate.
7. **Cancellation**
- 7.1 The Customer may cancel the Services at any time [after the Initial Period] by giving the Company <<insert period e.g. 14 days>> prior written notice to the Company.

- 7.2 The notice to cancel shall be given at the end of the Service Period within which it is served. The Customer shall receive the final invoice for that Service Period on the date of cancellation. The normal payment provisions set out in Clause 4 shall apply.
8. **Indemnity**
- 8.1 Subject to the provisions of this Clause, the Company shall indemnify and hold harmless the Customer against all claims, demands, proceedings, damages, penalties, costs, losses, and expenses of any kind arising out of the Company's Services or its failure to render them in accordance with the Terms and Conditions or the Agreement.
- 8.2 The Customer shall indemnify and hold harmless the Company against any claims, demands, proceedings, damages, penalties, costs, losses, liabilities and expenses of any kind arising out of the Customer's breach of these Terms and Conditions or the Agreement.
9. **Liability and Insurance**
- 9.1 The Company's total liability for damage caused as a result of its negligence or breach of the Terms and Conditions or the Agreement (or that of the Staff) shall be limited to the amount of the fee payable by the Customer.
- 9.2 The Company is not liable for any damage suffered by the Customer which results from the Customer's failure to follow any instructions given by the Company.
- 9.3 Nothing in these Terms and Conditions shall limit or exclude the Company's liability for personal injury.
- 9.4 The Company shall maintain at all times suitable and valid insurance and employer's liability insurance.
10. **Data Protection**
- The Company will only use the Customer's personal data as set out in the Company's privacy policy, which is available from <<insert location(s)>>.
11. **Force Majeure**
- 11.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations which results from any cause that is beyond their reasonable control ("Force Majeure"). Such causes include, but are not limited to, natural disasters, internet service provider failure, strikes, riots, earthquakes, acts of terrorism, war or any other similar or dissimilar event that is beyond the control of the Parties.
- 11.2 [In the event that a Party cannot perform their obligations under the Agreement for a continuous period of <<insert period>>, the other Party may terminate the Agreement by written notice at the end of such period. In the event of such termination, the Parties shall agree on a reasonable payment for all Services completed up to the date of termination. Such payment shall take into account any prior contractual obligations of the Parties in reliance on the performance of the Agreement.]

## 12. Termination

12.1 The Company is entitled to terminate the Agreement in the event that:

12.1.1 The Customer fails to pay the Monthly Fee to the Company for a consecutive period of <<insert number>> consecutive months and fails or refuses to pay the Monthly Fee to the Company following the expiry of a written notice from the Company requiring such payment within <<insert number>> days; or

12.1.2 The Customer provides services which do not form part of the Agreement and are not covered by these Terms and Conditions or

12.2 The Company is entitled to terminate this Agreement in the event that:

12.2.1 The Customer is in default on more than <<insert number>> consecutive occasions or fails to provide a period of <<insert number>> consecutive months to the Company to provide the Customer in a timely manner and in accordance with the Terms and Conditions and the Agreement; or

12.2.2 The Customer provides inferior Services, damaging the Customer's reputation or property of which it forms part and causing

12.3 Either Party is entitled to terminate the Agreement by giving written notice to the other Party if:

12.3.1 The Customer commits any other breach of any of the provisions of the Agreement and the breach is capable of remedy, fails to remedy the breach within <<insert number>> Business Days after being given written notice of the breach and requiring it to be remedied;

12.3.2 The Customer is in possession, or where that other Party is a partner, director, or appointed, of any of the property or assets of the other Party;

12.3.3 The Customer enters any voluntary arrangement with its creditors or, or becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

12.3.4 The Customer, being an individual or firm, has a bankruptcy order made against it, or, being a company, goes into liquidation (except for the purpose of a re-organization or amalgamation or re-construction and in such case the company resulting therefrom effectively agrees to be bound by the obligations imposed on that other Party under the Agreement);

12.3.5 The Customer is subject to any of the foregoing under the law of any jurisdiction other than that of the other Party;

12.3.6 The Customer ceases, or threatens to cease, to carry on business; or

12.3.7 The Customer is acquired by any person or connected with that person or is under the control of that other Party on the date of the Agreement for the purposes of this Clause 12, "control" and "connected with" shall have the meanings ascribed thereto by sections 1161 and 1162 respectively of the Corporation Tax Act 2010.

12.4 For the purposes of clause 12.3.1, a breach shall be considered capable of remedy if the Customer can comply with the provision in question in all material respects.

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12.5 Where the Customer has made a Deposit and other payments under the Agreement, the Customer shall not be liable for repayment of the Deposit and other payments under sub-Clause 12.1, the Deposit and other payments shall be refunded in full, and it shall be payable under the Agreement.

12.6 The rights to terminate the Agreement and the remedy of either Party in respect of a breach shall not prejudice any other right or remedy which may be available to either Party (if any) or any other Party.

### 13. Effects of Termination

Upon the termination of the Agreement, the following shall apply:

13.1 any sum owing by the Customer under any of the provisions of the Agreement shall be payable by the Customer;

13.2 all Clauses which, in their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

13.3 termination shall not affect the right to damages or other remedy in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of the Agreement which exist at or before the date of termination;

13.4 subject as provided above, neither Party shall be liable to the other except in respect of any accrued rights or obligations to the other.

### 14. No Waiver

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

### 15. Further Assurance

Each Party shall execute all such deeds, documents and things as may be necessary to carry out the Agreement into full force and effect.

### 16. Costs

Subject to any provisions to the contrary, each Party shall pay its own costs of and in connection with the negotiation and carrying into effect of the Agreement.

### 17. Set-Off

Neither Party shall be entitled to set off or sums received in respect of the Agreement at any time.

### 18. Assignment and Sub-Contracting

18.1 [Subject to sub-Clause 18.2, the Agreement shall be personal to the Parties. Neither Party shall assign, charge (otherwise than by way of a floating charge) or otherwise delegate any of its rights or obligations under the Agreement, or sub-contract any of its obligations under the Agreement, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.]

18.2 [The Company shall not be liable for any of the obligations undertaken by the other Party under the Agreement.]

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19. **Time**

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**OR**

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and dates referred to in the Agreement are for  
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20. **Relationship**

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stitute or be deemed to constitute a partnership,  
y relationship between the Parties other than the  
vided for in the Agreement.

21. **Third Party**

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Agreement.

ded to confer rights on any third parties and  
f Third Parties) Act 1999 shall not apply to the

22. **Notices**

22.1 All no  
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a duly authorised officer of the Party giving the

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vered by courier or other messenger (including  
normal business hours of the recipient; or

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addressed to the most recent address or e-mail  
Party.

23. **Entire Agree**

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uthorised representatives of the Parties.

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that, in entering into the Agreement, it does not  
arranty or other provision except as expressly  
and all conditions, warranties or other terms  
law are excluded to the fullest extent permitted



24. **Counterparts**

The Agreement may be entered into on separate counterparts, each of which when taken together with the other counterparts shall constitute one and the same instrument. No counterpart is invalid if it is signed by at least one counterpart.

of counterparts and by the Parties to it. The Agreement shall be executed and delivered shall be in counterparts and the counterparts shall constitute one and the same instrument until each Party has executed at least one counterpart.

25. **Severance**

In the event that one or more of the Terms and Conditions is found to be invalid, void or otherwise unenforceable, that provision(s) shall be severed from the remainder of the Agreement and/or these Terms and Conditions shall remain in full force and effect.

of the Agreement and/or of these Terms and Conditions is found to be invalid, void or otherwise unenforceable, that provision(s) shall be severed from the remainder of the Agreement and/or these Terms and Conditions shall remain in full force and effect.

26. **Dispute Resolution**

26.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations with their appointed representatives who have the authority to settle the dispute.

dispute arising out of or relating to the Agreement through negotiations with their appointed representatives who have the authority to settle the dispute.

26.2 [If negotiations under Clause 26.1 do not resolve the matter within <<insert period>> days, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.

do not resolve the matter within <<insert period>> days, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.

26.3 [If the ADR procedure under Clause 26.2 does not resolve the matter within <<insert period>> days, either Party may refer the dispute to arbitration by either Party.

26.2 does not resolve the matter within <<insert period>> days, either Party may refer the dispute to arbitration by either Party.

26.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules of procedure that may be required.

26.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules of procedure that may be required.

26.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an injunction or other relief.

either Party or its affiliates from applying to a court for an injunction or other relief.

26.6 The decision and order of the arbitrator under this Clause 26 shall [not] be binding on both Parties.

method of dispute resolution under this Clause 26 shall be binding on both Parties.

27. **Law and Jurisdiction**

27.1 The Agreement and any dispute, controversy, proceedings arising out of or relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by and construed in accordance with the laws of England and Wales.

Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by and construed in accordance with the laws of England and Wales.

27.2 Subject to the provisions of the Arbitration Act 1996, any dispute, controversy, proceedings arising out of or relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the [non-] exclusive jurisdiction of the courts of England and Wales.

dispute, controversy, proceedings arising out of or relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the [non-] exclusive jurisdiction of the courts of England and Wales.

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**SCHEDULE 1**

**AGREEMENT**

made the                      day of

**BETWEEN:**

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

**WHEREAS:**

- (1)     The Company provides cleaning services for individual offices of its business customers and shall provide those services, as specified herein ("the Services") in accordance with, and subject to, the Terms and Conditions, the Quotation, and this Agreement.
- (2)     The Customer agrees to use the Company's cleaning services in accordance with, and subject to, the Terms and Conditions and this Agreement.

**IT IS AGREED as follows:**

**1. The Agreement**

- 1.1     Any document titled "Agreement", "the Agreement", "the Terms and Conditions" or the Quotation shall be deemed to constitute a contract for the provision of the Services between the Company and the Customer.
- 1.2     By execution of this Agreement on <<insert date>>, the Parties hereby agree to be bound by the Terms and Conditions, the Quotation, and the Quotation.
- 1.3     This Agreement shall be in full effect upon its execution by both Parties and shall be binding on the Parties.

**2. The Services**

The Services shall be provided during the period commencing on the Agreed Date of <<insert date>> and shall be provided at <<insert times>> at the Premises located at <<insert address>>.

Specification / Description	Relevant Dates / Times

3. **Fees and Payment**

<<Insert full details of fee and other sums due as detailed in the Quotation>>

4. **Electronic Signatures**

It is acknowledged that the Agreement may be signed by:

4.1 Both Parties by electronic signature (whatever form the electronic signature takes); or

4.2 Both Parties by manuscript signature; or

4.3 One Party by electronic signature (whatever form the electronic signature takes) and the other Party signing by manuscript signature.

Each Party further acknowledges that an electronic signature will be as conclusive of a Party's intention as a manuscript signature and that the Agreement as if signed by that Party by means of their manuscript signature.

**IN WITNESS WHEREOF**  
before written

SIGNED by  
<<Name and Title of Company>>  
for and on behalf of

In the presence of  
<<Name & Address>>

SIGNED by

<<Name and Title of Customer>>  
for and on behalf of

In the presence of  
<<Name & Address>>