



DUST BUNNIES

DOMESTIC CLEANING  
END OF TENANCIES

# COMMERCIAL CONTRACT FOR SERVICES

## DUST BUNNIES CLEANING SERVICES LTD

## Commercial Contract for Services

This Commercial Contract for Services is made on the [day] of [month] [year]

**Between**

**[Client]**

(known hereinafter as the Client) of the one part,

And

**2 Dust Bunnies Cleaning Services Ltd T/A Dust Bunnies**

whose correspondence address is care of **70 Birchy Barton Hill, Exeter, Devon, EX1 3HE** (known hereinafter as the Cleaner) of the other part.

**Upon acceptance of our services, this contract is imposed, as of the date our services begin. A signature is not required to state acceptance of this contract.**

### **Background**

1. The Cleaner's business is in the provision of domestic and/or commercial cleaning services. The Cleaner tenders for and is appointed by the Client to provide cleaning services at a certain location ("the Assignment").
2. The Cleaner has skills and abilities which may from time to time be available to the Client ("the Services").
3. The Cleaner and the Client agree that if the Cleaner offers to make his/her services available to the Client and is engaged by the Client, the terms and conditions in this Contract for Services shall apply.
4. It is the intention of the parties that when the Cleaner provides the Services to the Client for an Assignment, such provision of Services shall constitute a separate and distinctive engagement under this Contract for Services. Unless varied or amended or otherwise agreed between the parties under clause 47, these terms and conditions shall apply for each engagement.
5. The term "Commercial" shall refer to Services carried out in a business premise or property used to generate an income via rental. This shall include, but not limited to, business premises, AirBnBs, private rental properties and Hotels.

### **Operative Provisions**

6. The Client is not obliged to offer any work to the Cleaner, neither is the Cleaner obliged to accept any work offered. The Cleaner is not obliged to make his/her Services available at any time. Specifically both parties agree that they do not intend to create or imply any mutuality of obligations at any time, either during or in between any individual engagement.
7. The Cleaner shall act in a professional workmanlike way at all times while carrying out the Services for the Client.
8. The nature of the Services necessitates that the Services are provided at the location and times required by the Client. However the Cleaner is free to use his/her own initiative as how best to complete the Services.

The Cleaner will ensure that Services are only provided where the provision of Services will not breach Health and Safety regulations/legislation.

9. The Cleaner is free to provide any services to any other party at the same time as being engaged by the Client and the Client acknowledges that it will not have first call on the services of the Cleaner in priority to any third party.
10. The Cleaner is responsible for providing his/her own equipment, tools and personal protective clothing and safety equipment. The parties agree that the Client may provide any specialist cleaning materials or equipment they wish the Cleaner to use.

11. The Cleaner accepts that he/she is responsible for the Services, and that he/she is responsible for covering his/her own risk with a suitable policy of insurance.
12. The Cleaner is responsible for all expenses incurred in travelling to the location, unless specified upon agreement, at which the Services are provided with the exception of any parking fees which are incurred at that location these may be charged to the Client

### **Commercial Provisions**

13. The Cleaner may be asked to carry out additional work in relation to the up keep of the property and/or deep cleaning. This will be chargeable at **£40** per hour.
14. If the Cleaner is required to adjust their diary to accommodate errors caused by the Client and/or contractors/sub-contractors there shall be a minimum charge of **£45** per hour. This includes miscommunication on behalf of the Client.
15. The Cleaner may carry out additional remedial work and/or stock collections on behalf of the Client at a cost agreed between both parties.
16. Goods purchased on behalf of the Client shall be fully reimbursed to the Cleaner at a minimum charge of the price to purchase the goods.
17. If the job is not as is stated by the Client, there shall be a flat rate charge of **£100**, plus a rate of **£45** per hour to complete the job. This includes sudden change of use.
18. Should the appropriate articles such as, but not limited to, bedding, towels and consumables not be available to the Cleaner when required, this shall not cause detrimental reputational damage, nor be used by the Client to undermine the quality of the work carried out by the Cleaner when a complaint is received from a guest.
19. Where work is below the expected standard, the Cleaner may offer an apology to the Client and/or Guest and offer compensation, solely at the discretion of the Cleaner.
20. The Cleaner shall accept liability for the damage and/or lose of items belonging to the Client only whilst in possession of the Cleaner. Replacement or repair of damaged/lost items outside the possession of the Cleaner are the responsibility of the Client.

### **Payment for the Services**

21. Formal written tenders will not be required. The parties agree that the [\*price/day rate/hourly rate] for the Services and the method of payment will be negotiated and agreed between them from time to time and this shall include verbal agreements of the rate of payment for the Services.
22. Hourly rate is charged per hour, per Cleaner as per the Cleaning Services Agreement.
23. The Cleaner is obliged to raise an invoice for the Services.
24. All payment must be made electronically.
25. Any defective work the Client reasonably determines has been caused by the Cleaner, or by any substitute or hired assistant working for the Cleaner, will be corrected by the Cleaner at his/her own cost or in his/her own time.
26. The Cleaner is responsible for all his/her travelling expenses to and from any location where he/she has been engaged to provide the Services unless agreed otherwise with the client.
27. The Cleaner is responsible for his/her own Tax and National Insurance contributions.
28. As an independent business, the Cleaner agrees that it is not entitled to holiday pay, sick pay or any other payment for periods when the Services are not provided to the Client in any circumstances.
29. The Cleaner will not be entitled to receive payment for Services cancelled by themself.
30. **Payment Terms** – Payment terms are **Due on Receipt** with no exception.
31. **Late Payment** – Payment later than **10 days after the due date** with incur a **£40 compensation charge**, plus an interest charge of **8%** above the bank of England base rate, **calculated daily**, from the due date, as is our statutory right in accordance with Late Payment Legislation.

### **Late Cancellation**

32. Should the client cancel a scheduled service within 24 hours of the said service, the client shall pay, in full, the amount due for the scheduled service.

### **Health and Safety**

33. In the interests of Health and Safety the Cleaner agrees to comply with all applicable rules relating to site security and safety.
34. The Cleaner acknowledges that it is necessary for security reasons for the Cleaner to be identifiable whether evidenced by security passes or on parts of clothing.

35. The Cleaner will not represent himself/herself as a servant or employee of the Client at any time, but as an independent Cleaner in business on his/her own account engaged by the Client for the specific purpose of providing the Services.

### **Substitutes and Hired Assistants**

36. The Cleaner has the right to send a substitute or hired assistant to perform the Services. The substitute or hired assistant may be rejected by the Client only if in the reasonable opinion of the Client such substitute or hired assistant does not possess the necessary skills, qualifications or experience to carry out the Services.

Where a substitute or hired assistant meeting the above conditions cannot be found, the Client has the right to terminate the agreement immediately or suspend the Services until a substitute can be found. The Cleaner agrees to bear all costs of any handover period, so there are no additional payments from the agreed terms

37. Where a substitute or hired assistant is sent by the Cleaner there shall be no contractual or financial relationship between the Client and the substitute or hired assistant. The Cleaner is solely responsible for the actions of the substitute or hired assistant and for arranging payments to the substitute or hired assistant.

### **Termination of this Agreement**

38. This Agreement can be terminated by the client for any reason with a **90** day notice period provided written confirmation is provided to the Cleaner.

Where the Client does not require the service for a period of time (for example due to holidays) this Agreement is not automatically terminated – refer to clauses 40, 41 & 42.

39. In line with The Cancellation of Contracts Made in a Consumer's Home or Place of Work Regulations 2008 the Client has the right to terminate this Agreement within the 7 days 'cooling off period'. Notice should be provided of the same in writing. Where Services are provided within the cooling off period, this would not affect the Client's right to cancel, but payment will be due for any Services provided.

### **Holiday/Break In Services**

40. Should the client require a break from the services provided or change the time/date of the agreed appointment, the client shall provide a minimum of **90** days notice. This can be either verbally or in writing.
41. A change of date/time or break outside of the **90** day notice period shall incur a 50% charge whilst services cannot be provided due to the Client's requirement for a break in the Cleaner's Services.
42. A change of date/time or break within the **90** day notice period shall incur a 100% charge whilst services cannot be provided due to the Client's requirement for a break in the Cleaner's Services.

### **Miscellaneous**

43. The use of photography by the Cleaner is prohibited other than for the use within the business as proof of work completion and/or used for advertising with the expressed consent of the Client in writing.
44. The Cleaner may use one or more employees under the age of 18 and as such these employees are classed as minors. If the client has internal CCTV on the property this must be disclosed in line with the Cleaners legal obligation regarding 'Safeguarding'. The Cleaner respects the Client's right to record in their own property and there is no requirement to disclose the use of internal CCTV unless specifically asked. Failure to do so could result in termination of contract and if foul play is expected and proven, legal action can and will be taken.
45. The Cleaner confirms that he/she has read and understood the terms and conditions herein and has had the opportunity to discuss this agreement with any person or professional adviser he/she considers necessary before signing.
46. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.
47. Both parties agree that, with the exception of verbal agreements referred to above, these terms and conditions represent the whole agreement between them. No variations may be made to these terms unless agreed in writing by both parties.
48. The Cleaner agrees to opt out of the limit on working time ("the 48 hour week") specified in The Working Time Regulations 1998 and that signature of this agreement shall constitute consent pursuant to regulation 5.1 of the regulations for the duration of this Agreement.

49. Both parties agree that **Dust Bunnies Cleaning Services Ltd** will act as the Cleaner's agent in respect of introducing the Cleaner to the Client, making bookings, raising invoices and processing payments for the Services. **Dust Bunnies Cleaning Services Ltd** will have no other contractual relationship with the Client in respect of the Services.
50. Should the Client fail to enforce or apply any of the rights that it has under this Contract for Services, it shall not be construed that the Client approves or agrees to any breach of contract or that it loses its rights to enforce the terms of this Contract for Services in full at any time now or in the future.
51. The Headings used in the Contract for Services are for ease of reference only and are not intended to be interpreted as part of the terms agreed between the parties.
52. This contract is governed by the laws of England and Wales.

The Client: insert name and address

Signed: ..... Dated: .....

The Cleaner: **Dust Bunnies Cleaning Services T/A Dust Bunnies**

Signed: 