

CLEANING SUBCONTRACTOR AGREEMENT

This Agreement is made on the [Day] day of [Month], [Year]

BETWEEN:

1. **[Your Cleaning Company Name]** (Company Registration No: [Your Company Reg No, if Ltd] / Sole Trader Name: [Your Name, if Sole Trader]) of [Your Company Registered Address / Business Address] (hereinafter referred to as "the Contractor").

AND

2. **[Subcontractor Full Name/Company Name]** (Company Registration No: [Subcontractor's Company Reg No, if Ltd] / Sole Trader Name: [Subcontractor's Name, if Sole Trader]) of [Subcontractor's Registered Address / Business Address] (hereinafter referred to as "the Subcontractor").

(The Contractor and the Subcontractor hereinafter collectively referred to as "the Parties" and individually as "a Party")

WHEREAS:

- A. The Contractor is engaged in the business of providing cleaning services to its clients.
- B. The Contractor requires the assistance of the Subcontractor to perform certain cleaning services for the Contractor's clients.
- C. The Subcontractor is an independent business providing professional cleaning services and wishes to provide such services to the Contractor on a subcontract basis.
- D. This Agreement sets out the terms and conditions under which the Subcontractor shall provide services to the Contractor.

NOW, IT IS HEREBY AGREED as follows:

1. STATUS OF THE SUBCONTRACTOR

- 1.1 The Subcontractor is an independent contractor and is not an employee, partner, or agent of the Contractor.
- 1.2 The Subcontractor is solely responsible for its own tax and National Insurance contributions, including those of any individuals it engages (its own employees or sub-subcontractors). This Agreement does not create any employment relationship between the Contractor and the Subcontractor's personnel.
- 1.3 The Subcontractor is responsible for providing its own equipment, tools, materials, and supplies necessary to perform the Services, unless otherwise specified in Schedule A.
- 1.4 The Subcontractor is free to offer and provide its services to other clients, provided such activities do not conflict with the terms of this Agreement or involve the solicitation of the Contractor's clients (as per Clause 9).

1.5 The Subcontractor confirms it holds all necessary registrations, licences, and permits required to carry out the Services.

2. TERM OF AGREEMENT

2.1 This Agreement shall commence on the [Commencement Date] and shall continue [e.g., until terminated by either Party in accordance with Clause 11 / for a fixed term of X months, ending on [End Date], after which it may be renewed by mutual written agreement].

3. SCOPE OF SERVICES

3.1 The Subcontractor agrees to perform cleaning services ("the Services") for the Contractor's clients as agreed upon for each specific job or project ("Work Order").

3.2 Each Work Order shall be issued by the Contractor in writing (which may include email or via the Company's management software system) and shall specify:

- * The client's name and premises address.
- * The scope of cleaning work required (detailed tasks).
- * The agreed date(s) and time(s) for the work.
- * The agreed fees for that specific Work Order.
- * Any special instructions or client requirements.

3.3 The Subcontractor shall perform the Services in a professional, competent, and timely manner, using reasonable care and skill, and to the standards specified by the Contractor and its clients.

4. FEES AND PAYMENT

4.1 The Contractor shall pay the Subcontractor the fees for the Services as agreed in each individual Work Order.

4.2 Payment terms are [e.g., within X days of receipt of invoice / monthly in arrears on the last day of the month].

4.3 The Subcontractor shall issue invoices to the Contractor for completed Services. Invoices must be submitted [e.g., weekly / fortnightly / monthly] and include details of the Work Orders completed.

4.4 All fees are exclusive of VAT, which shall be added at the prevailing rate where applicable and if the Subcontractor is VAT registered.

4.5 If payment is not received by the due date, the Subcontractor reserves the right to charge interest on overdue amounts as per the Late Payment of Commercial Debts (Interest) Act 1998.

5. INSURANCE

5.1 The Subcontractor shall, at its own expense, maintain adequate insurance coverage throughout the term of this Agreement, including but not limited to:

- * Public Liability Insurance: With a minimum cover of [e.g., £5,000,000] to cover claims for injury to third parties or damage to property.

* Employer's Liability Insurance: (if the Subcontractor employs its own staff) with a minimum cover of [e.g., £10,000,000].

* Professional Indemnity Insurance: (if applicable for advice or specialist services).

5.2 The Subcontractor shall provide proof of valid insurance certificates to the Contractor upon request.

6. PERSONNEL AND SUB-SUBCONTRACTING

6.1 The Subcontractor shall be responsible for selecting, engaging, managing, training, and paying its own personnel (if any) used to perform the Services.

6.2 The Subcontractor's personnel shall be deemed to be the Subcontractor's employees or sub-subcontractors, and not employees of the Contractor.

6.3 The Subcontractor shall ensure that all personnel performing Services hold all necessary qualifications and have undergone relevant background checks (e.g., DBS checks where required by the Contractor or Contractor's clients, particularly for work in sensitive environments like schools or homes) to comply with legal requirements and client expectations. The cost of such checks is the responsibility of the Subcontractor.

6.4 The Subcontractor shall obtain the Contractor's prior written consent before further subcontracting any part of the Services to another party.

7. HEALTH AND SAFETY

7.1 The Subcontractor shall comply with all relevant UK health and safety legislation and regulations.

7.2 The Subcontractor shall adhere to all health and safety policies and procedures of the Contractor and its clients, particularly concerning the Premises where Services are performed.

7.3 The Subcontractor is responsible for providing its personnel with appropriate Personal Protective Equipment (PPE).

7.4 The Subcontractor must report any accidents, incidents, or hazards occurring during the performance of Services immediately to the Contractor.

8. QUALITY ASSURANCE AND COMPLAINTS

8.1 The Subcontractor shall perform the Services to the highest professional standards expected in the cleaning industry and as per the specifics of each Work Order.

8.2 Any complaints regarding the quality of Services received by the Contractor from its clients and attributable to the Subcontractor shall be promptly investigated by the Subcontractor.

8.3 The Subcontractor shall promptly remedy any deficiencies in the Services at its own expense. Repeated failures to meet agreed quality standards may lead to termination of this Agreement.

9. CONFIDENTIALITY AND NON-SOLICITATION

9.1 Both Parties agree to keep confidential all non-public information obtained during the course of this Agreement, including client lists, pricing, and operational methods.

9.2 The Subcontractor agrees that during the term of this Agreement and for a period of [e.g., 12] months following its termination, it will not, directly or indirectly, solicit or accept cleaning work from any client of the Contractor to whom the Subcontractor has provided services under this Agreement, or from whom the Subcontractor has gained knowledge through its association with the Contractor.

10. DATA PROTECTION (GDPR)

10.1 Both Parties shall comply with all applicable data protection legislation in the UK, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

10.2 Where the Subcontractor processes personal data on behalf of the Contractor, the Subcontractor shall act as a data processor and shall only process such data in accordance with the Contractor's written instructions. A separate Data Processing Agreement (DPA) may be required.

11. TERMINATION

11.1 Either Party may terminate this Agreement by giving [e.g., 14 / 30] days' written notice to the other Party.

11.2 This Agreement may be terminated by either Party with immediate effect if the other Party commits a material breach of this Agreement (e.g., repeated quality failures, breach of confidentiality, non-compliance with health and safety) and (if such breach is remediable) fails to remedy that breach within [e.g., 7] days of being notified in writing to do so.

11.3 Upon termination, the Subcontractor shall be paid for all Services properly performed up to the date of termination.

12. INDEMNITY

12.1 The Subcontractor shall indemnify and hold harmless the Contractor from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from the Subcontractor's performance or non-performance of the Services, including any acts or omissions of its personnel.

13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales / Scotland / Northern Ireland [Choose relevant part of UK].

13.2 Each Party irrevocably agrees that the courts of England and Wales / Scotland / Northern Ireland [Choose relevant part of UK] shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

14. ENTIRE AGREEMENT

14.1 This Agreement, including its Schedules and any attached Work Orders, constitutes the entire agreement between the Parties and supersedes all prior

discussions, negotiations, and agreements.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

FOR THE CONTRACTOR:

Signature:

Print Name:

Position:

Date:

FOR THE SUBCONTRACTOR:

Signature:

Print Name:

Position (if applicable):

Date:

SCHEDULE A: SCOPE OF SERVICES & EQUIPMENT/SUPPLIES

Description of General Services:

[e.g., Provision of commercial cleaning services / domestic cleaning services / specialist cleaning services on a subcontract basis as per individual Work Orders.]

Equipment & Supplies Responsibility:

[Choose ONE option]

- **Subcontractor to provide:** Subcontractor is responsible for providing all necessary cleaning equipment, tools, materials, and supplies.
- **Contractor to provide:** Contractor will provide specific equipment/supplies as detailed below:
 - [List specific items, e.g., Industrial vacuum cleaner, specific client-mandated chemicals.]

Quality Standards/Requirements:

[e.g., Services to be performed to a professional standard, adhering to all Contractor's client-specific instructions and any provided checklists.]

SCHEDULE B: FEES AND PAYMENT TERMS

Pricing Structure for Services:

[Choose ONE method and fill in details. This defines how individual Work Orders will be priced.]

- **Hourly Rate:** £[Amount] per hour per cleaner provided by Subcontractor.
- **Fixed Fee per Service Type:** [List specific services and their fixed fees, e.g., "Standard Domestic Clean: £X", "Commercial Office Clean (up to 1000 sq ft): £Y"].
- **Per Work Order:** Fees to be agreed for each individual Work Order issued.

Invoicing Schedule (by Subcontractor to Contractor):

[e.g., Weekly, every Friday / On completion of each Work Order / Monthly in arrears by the 28th]

Payment Due Date (by Contractor to Subcontractor):

[e.g., Within X days of receipt of Subcontractor's valid invoice / By the [Day] of each month]

Payment Methods:

[e.g., Bank Transfer (Subcontractor Bank Name: [Bank Name], Sort Code: [Sort Code],
Account No: [Account No])]