

Strive for a Five

CONTRACT TEMPLATE A

Short-Stay Cleaning Services Agreement

Australian edition

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Laws differ between states, territories and countries, they change over time, and every cleaning business and every client is different. A template can't know your situation.

Before you use, sign or send any of these documents, please have them reviewed by a qualified legal practitioner where you work. In Australia that's a solicitor or lawyer with a current practising certificate. Your state or territory law society can point you to one.

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Template A: Short-Stay Cleaning Services Agreement

Template notice. This is a template only. It is not legal advice and may not suit your circumstances. Both parties are encouraged to get independent legal advice before signing.

1. Parties

1.1 **The Host** (the person or business who needs the cleaning):

- Name / business name: _____
- ABN (if any): _____
- Address: _____
- Phone and email: _____

1.2 **The Cleaner** (the person or business providing the cleaning):

- Name / business name: _____
- ABN: _____
- Registered for GST? Yes ☐ No ☐
- Phone and email: _____

1.3 If the Host is a property manager acting for an owner, the Host confirms they have the owner's authority to sign this agreement and to give the access described below.

2. The property

2.1 Property address: _____

2.2 Number of bedrooms _____ bathrooms _____ Max guests _____

2.3 Special features (spa, BBQ, outdoor area, pets allowed, etc.): _____

3. The services

3.1 The Cleaner will clean the property after each guest stay (a "turnover") as described in the **Scope of Works Schedule** (Template B) attached to this agreement.

3.2 Typical turnover window: check-out _____ am/pm to check-in _____ am/pm.

3.3 The Cleaner will tell the Host as soon as practical if the work can't be finished in the window, and why.

3.4 Extra work not in the Schedule (for example, deep cleans, carpet cleaning, oven cleaning) is an add-on and needs the Host's agreement first, by message or email.

4. Fees and invoicing

4.1 The fees are set out in the Schedule. Standard turnover fee: \$_____ per clean.

4.2 Add-ons are charged at the rates in the Schedule, or at \$_____ per hour if not listed.

4.3 The Cleaner will invoice: weekly ☐ fortnightly ☐ monthly ☐ per clean ☐.

4.4 Each invoice will show the date of each clean, the property, the services, the amount, and the Cleaner's ABN. If the Cleaner is registered for GST, the invoice will be a tax invoice.

5. GST

5.1 All prices in this agreement are: **including GST** ☐ **excluding GST** ☐ **not subject to GST (Cleaner not registered)** ☐.

5.2 If GST applies and the prices are shown without it, the Host will pay the GST in addition. The ATO's page on tax invoices explains what a tax invoice includes.

6. Payment terms

6.1 The Host will pay each invoice within _____ days of receiving it.

6.2 Payment method: bank transfer ☐ other ☐ _____

6.3 Bank details: BSB _____ Account number _____ Account name _____

6.4 If a payment is late, the Cleaner may pause further cleans after giving _____ days' written notice (a message counts). The parties will try to agree on a payment plan first.

6.5 If the Host disputes part of an invoice, they will pay the undisputed part on time and tell the Cleaner what is disputed and why.

7. Access and keys

7.1 Access method: key ☐ lockbox ☐ smart lock code ☐ in person ☐

7.2 Key or code details are shared privately and not written into this agreement. The Cleaner will keep them secure and will not copy keys or share codes without the Host's permission.

7.3 If the Cleaner loses a key or suspects a code has been shared, they will tell the Host straight away so it can be changed. The Host and Cleaner will talk about who covers the cost of re-keying if the loss was the Cleaner's fault.

7.4 The Cleaner will lock up and re-set alarms or smart locks on leaving.

7.5 The Cleaner will only enter the property for agreed cleans, unless the Host asks otherwise.

8. Consumables, linen and equipment

8.1 **Cleaning products and equipment** are supplied by: Cleaner ☐ Host ☐ shared ☐ (details: _____)

8.2 **Guest consumables** (toilet paper, soap, tea, coffee, tissues, bin bags, etc.) are supplied and paid for by the Host. The Cleaner will restock them from the Host's supply and will tell the Host when stock is low.

8.3 **Linen and towels:** supplied and washed by: Host ☐ Cleaner ☐ laundry service ☐. If the Cleaner washes linen, the extra fee is \$_____ per load / per clean.

8.4 The Host will provide a safe place to store supplies at the property.

9. Damage, breakage and maintenance reporting

9.1 The Cleaner will report any damage, breakage, stains, missing items or maintenance problems found during a clean, with photos where possible, within _____ hours.

9.2 The Cleaner will report accidental damage they cause as soon as they notice it, honestly and without delay.

9.3 The parties agree that reasonable wear and tear, and damage that was already there, is not the Cleaner's responsibility.

9.4 Any claim for damage caused by the Cleaner will be discussed fairly, with the photos from the Scope of Works Schedule as the starting evidence, and may be dealt with through the Cleaner's insurance (see clause 11).

10. Lost property

10.1 The Cleaner will photograph any guest belongings found and tell the Host within _____ hours.

10.2 The Cleaner will keep items secure, in the place the Host chooses, and will not keep, use or give away anything found.

10.3 Money, jewellery, medication or documents are reported immediately and left untouched where possible.

11. Insurance

11.1 **The Cleaner** holds (tick what applies): public liability ☐ insurance for their own tools ☐ other ☐
_____ Insurer/policy details are available on request.

11.2 **The Host** holds building and contents insurance for the property and public liability (or the property owner does). The Host confirms the property is insured for guest and visitor use.

11.3 Each party will tell the other if their cover ends or changes.

12. Work health and safety

12.1 Both parties will work together to keep the property and the work safe.

12.2 The Host will tell the Cleaner about known hazards (slippery surfaces, loose stairs, aggressive pets, pest treatments, asbestos, etc.), provide safe access, and keep cleaning chemicals stored safely.

12.3 The Cleaner will use products as the label directs, not mix chemicals, wear suitable gear, and tell the Host about hazards found on site.

12.4 Either party can stop work and raise a safety concern at any time without penalty. Neither party should take risks to meet a deadline.

12.5 Injuries and near-misses at the property are reported to the Host the same day. Safe Work Australia and your state or territory regulator publish guidance on the topic; check them for what applies to your situation.

13. Cancellations and same-day changes

13.1 **Cancellations by the Host:** with at least _____ hours' notice, no fee. With less notice, the Host pays _____% of the standard fee.

13.2 **Same-day or short-notice requests** (early check-in, late check-out, extra guests, urgent re-clean): the Cleaner will try to help but isn't obliged to. A short-notice surcharge of \$_____ applies.

13.3 **If the Cleaner can't attend** (illness, emergency), they will tell the Host as early as possible and try to arrange a replacement, with the Host's agreement.

13.4 **Guest complaints:** if a guest raises a cleaning concern, the Host will send details and photos within _____ hours, and the Cleaner will return to fix any genuine miss at no charge within _____ hours where possible.

14. Confidentiality and guest privacy

14.1 The Cleaner will keep private anything they learn about the Host's business, the guests and the property: guest names, bookings, belongings, the property's security details and so on.

14.2 The Cleaner will not photograph guests or share photos of guest belongings, except for reporting damage or lost property to the Host.

14.3 The Cleaner will not post about the property, guests or the Host on social media without written permission.

14.4 These obligations continue after this agreement ends.

15. Independent contractor status

15.1 The parties intend that the Cleaner provides services as an independent business, not as an employee of the Host. This reflects what they have discussed and expect, for example:

- the Cleaner decides how the work is done, within the agreed standard;
- the Cleaner can work for other clients;
- the Cleaner may send a suitably qualified substitute or helper (see clause 15.3), if the Host agrees;
- the Cleaner invoices for the result (a clean), rather than being paid for hours as a wage;
- the Cleaner supplies their own equipment unless agreed otherwise in clause 8.

15.2 The parties understand that a label in a contract does not decide whether someone is an employee or a contractor. What decides it is the real working relationship. If the real relationship turns out to be different, the parties should talk about it and fix the arrangement. The Fair Work Ombudsman and the ATO both publish guides on the difference; both parties should read them before signing, and get advice if unsure.

15.3 The Cleaner may use a helper or subcontractor with the Host's prior written agreement (message or email is fine). The Cleaner stays responsible for the quality of the work and for the helper's pay, tax and super where applicable.

15.4 The Cleaner is responsible for their own tax, GST (where registered), super arrangements and insurance.

16. Term and termination

16.1 This agreement starts on ____ / ____ / _____ and continues:

- until ____ / ____ / _____ (fixed term) ☐
- until either party ends it (ongoing) ☐

16.2 Either party may end this agreement by giving _____ days' written notice (a message or email counts).

16.3 Either party may end it immediately by written notice if the other:

- seriously breaches this agreement and doesn't fix it within _____ days of being told;
- acts in a way that puts people or property at serious risk; or
- becomes insolvent.

16.4 On ending, the Host pays for all work done up to the end date, and the Cleaner returns all keys, codes, access cards and property within _____ days.

17. Disputes

17.1 If a problem comes up, the parties will first talk to each other directly and try to sort it out within _____ days.

17.2 If that doesn't work, they will try mediation with an independent mediator they both agree on, sharing the cost equally.

17.3 Small businesses can also get free or low-cost information and help from the Australian Small Business and Family Enterprise Ombudsman (ASBFEO). See their Disputes and assistance page.

17.4 Nothing here stops either party from seeking help from a court or tribunal, or a government agency, where the law allows.

18. General

18.1 This agreement, with the attached Scope of Works Schedule, is the whole agreement between the parties on this topic.

18.2 Changes must be in writing and agreed by both parties (a message or email confirming agreement is fine).

18.3 The laws of the state or territory of _____ apply.

18.4 If any part of this agreement is found to be unenforceable, the rest still applies.

19. Signatures

The Host

Signature: _____ Date: ____ / ____ / ____

Print name: _____

The Cleaner

Signature: _____ Date: ____ / ____ / ____

Print name: _____