

Strive for a Five

CONTRACT TEMPLATE C

Subcontractor Agreement (Cleaner and Helper)

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.

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Template C: Subcontractor Agreement (Cleaner and Helper)

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 Cleaner (the main contractor):

- Name / business name: _____
- ABN: _____
- Phone and email: _____

1.2 The Helper (the subcontractor):

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

2. Background

2.1 The Cleaner has an agreement with a Host or property manager to clean short-stay properties. The Cleaner wants to engage the Helper to help with some of that work.

2.2 The Cleaner confirms they have the Host's agreement for a helper or subcontractor to work on the property (or will get it before the Helper starts).

3. The work

3.1 The Helper will carry out cleaning work at these properties: _____

3.2 The work is as set out in the Scope of Works Schedule for those properties, a copy of which the Cleaner will give the Helper before starting.

3.3 Dates and times are agreed job by job, by message or call. Either party can say no to a particular job.

3.4 The Helper does the work to the "Strive for a Five" standard described in the Schedule, including the photo evidence.

4. Payment

4.1 The Cleaner will pay the Helper: \$_____ per clean ☐ \$_____ per job/task ☐ \$_____ per hour ☐ (explain how hours are counted: _____).

4.2 Prices are **including GST** ☐ **excluding GST** ☐ **no GST (Helper not registered)** ☐.

4.3 The Helper will send an invoice with the Helper's ABN, the dates and jobs done, and the amount. If registered for GST, it will be a tax invoice.

4.4 The Cleaner will pay within _____ days of receiving the invoice, by bank transfer to: BSB _____ Account _____ Account name _____

4.5 The Cleaner pays the Helper whether or not the Host has paid the Cleaner yet, unless both agree otherwise in writing here: _____

5. How the work is done

5.1 The Helper decides how to carry out the work, within the agreed standard and the Host's property rules.

5.2 The Helper brings their own tools and cleaning products unless agreed otherwise here:

5.3 The Helper may work for other clients, and may say no to jobs.

5.4 The Helper may, with the Cleaner's agreement, send a suitably capable replacement. The replacement must follow this agreement, and the Helper remains responsible for their work.

5.5 The Helper will fix any genuine miss within _____ hours, at no charge, where possible.

6. Independent contractor status

6.1 The parties intend that the Helper works as an independent business and not as an employee of the Cleaner. This reflects what they have discussed: the Helper invoices for the work, uses their own tools, can accept or decline jobs, can work for others and decides how the work is done.

6.2 The parties understand that the label in a contract doesn't decide the issue. The real working relationship does. If the real working relationship changes or turns out to be different, they should talk about it and fix the arrangement. The Fair Work Ombudsman and the ATO publish guides on the difference. Both parties should read them, and get advice if unsure.

6.3 The Helper is responsible for their own tax, GST (where registered), super arrangements and insurance. The Cleaner does not deduct tax from payments unless the law requires it (the ATO explains when).

7. Insurance

7.1 The Helper holds (tick what applies): public liability ☐ personal accident / income protection ☐ none ☐.

7.2 The Cleaner holds (tick what applies): public liability ☐ that covers the Helper's work on the Cleaner's jobs ☐ (confirm with the insurer).

7.3 Each party will tell the other if their cover changes.

8. Work health and safety

8.1 Both parties will work together to keep the work safe.

8.2 The Cleaner will pass on the Host's safety information (hazards, access, pets, chemical storage).

8.3 The Helper will use products as the label directs, not mix chemicals, wear suitable gear, and report hazards or injuries to the Cleaner the same day.

8.4 The Helper can stop work and raise a safety concern at any time without penalty.

9. Keys, access, confidentiality and guest privacy

9.1 The Helper keeps keys and codes secure, never copies or shares them, returns them when asked and reports any loss straight away.

9.2 The Helper keeps private everything they learn about the Host, guests and property, doesn't photograph guests, and doesn't post about the property or guests anywhere.

9.3 The Helper reports damage, breakage and lost property to the Cleaner straight away, with photos. Found items are never kept.

9.4 These obligations continue after this agreement ends.

10. Cancellations

10.1 Either party gives as much notice as possible if they can't do a job.

10.2 If the Cleaner cancels a job with less than _____ hours' notice, the Cleaner pays the Helper _____% of the usual fee.

10.3 If the Helper cancels with less than _____ hours' notice, the Helper will try to arrange a suitable replacement.

11. Term and ending

11.1 This agreement starts on ____ / ____ / _____ and continues until either party ends it by giving _____ days' written notice (a message or email counts).

11.2 Either party may end it immediately by written notice if the other seriously breaches this agreement, puts people or property at serious risk, or becomes insolvent.

11.3 On ending, the Cleaner pays for work done, and the Helper returns all keys, codes and materials.

12. Disputes

12.1 The parties will talk first and try to sort out any issue within _____ days.

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

12.3 Small businesses can also get free or low-cost information and help from ASBFEO (see their Disputes and assistance page).

12.4 Nothing here stops either party from seeking help from a court, tribunal or government agency.

13. General

13.1 This is the whole agreement between the parties on this topic. Changes must be agreed in writing (message or email is fine).

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

13.3 If any part is found to be unenforceable, the rest still applies.

14. Signatures

The Cleaner

Signature: _____ Date: ____ / ____ / _____

Print name: _____

The Helper

Signature: _____ Date: ____ / ____ / _____

Print name: _____