

# Strive for a Five

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CONTRACT TEMPLATE D

## Commercial Housekeeping Agreement

Australian edition

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## Free to use — please read first

These templates are free, and they're a starting point, not a finished contract. They are general information only. They are not legal advice, and Strive for a Five is not a law firm.

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 D: Commercial Housekeeping 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.

**When to use this:** For an ongoing housekeeping contract between a cleaning business and a motel, hotel or serviced apartment operator, where you clean many rooms a day with a team.

Use Template A instead for a single holiday home or BnB.

## 1. Parties

**1.1 The Operator** (the motel, hotel or serviced apartment business):

- Business name: \_\_\_\_\_
- ABN: \_\_\_\_\_
- Property name and address: \_\_\_\_\_
- Contact person, phone and email: \_\_\_\_\_

**1.2 The Contractor** (the cleaning business):

- Business name: \_\_\_\_\_
- ABN: \_\_\_\_\_
- Registered for GST? Yes ☐ No ☐
- Contact person, phone and email: \_\_\_\_\_

**1.3** If the Operator manages the property for an owner, the Operator confirms they have the owner's authority to sign this agreement.

## 2. The services

**2.1** The Contractor will provide housekeeping services at the property: room cleans, stayover refreshes, public areas and laundry as ticked below.

- Departure (checkout) clean ☐
- Stayover / refresh service ☐
- Public areas (lobby, corridors, amenities) ☐
- Laundry of linen and towels ☐
- Other: \_\_\_\_\_

**2.2** The detailed tasks for each room type are in the Housekeeping Scope Schedule attached to this agreement (Template B can be adapted for this). If the Schedule and a verbal instruction differ, the Schedule applies until both parties agree to change it in writing.

**2.3** Agreed hours of service: \_\_\_\_\_ am to \_\_\_\_\_ pm, \_\_\_\_\_ days a week.

## 3. Volume and rooms per day

**3.1** Total rooms at the property: \_\_\_\_\_ Room types: \_\_\_\_\_

**3.2** Expected volume: between \_\_\_\_\_ and \_\_\_\_\_ rooms a day, averaging about \_\_\_\_\_.

**3.3** The Operator will give the Contractor the day's room list (departures, stayovers, priority rooms) by \_\_\_\_\_ am each day, or by \_\_\_\_\_ pm the night before.

3.4 If the room list changes by more than \_\_\_\_\_ rooms on the day, the parties will talk about extra staff. Extra hours are charged at \$\_\_\_\_\_ per hour.

3.5 A **"turnover"** means: \_\_\_\_\_ (for example: a departure room stripped, cleaned, remade and inspected, ready for the next guest).

3.6 A **"same-day turnover"** means: a room checked out and re-let on the same day, to be ready by \_\_\_\_\_ pm. Same-day turnovers are charged at \$\_\_\_\_\_ per room.

## 4. Service levels

4.1 The goal is a room a guest would happily rate five stars for cleanliness. The Contractor will clean to the standard in the Schedule.

4.2 Target times: departure room \_\_\_\_\_ minutes, stayover \_\_\_\_\_ minutes. These are planning figures, not a speed limit. Quality comes first.

4.3 Rooms are ready for check-in by \_\_\_\_\_ pm each day, as long as rooms are vacated by \_\_\_\_\_ am and the room list is given on time.

4.4 If the Operator's late checkouts, late room lists or blocked rooms stop the Contractor reaching the target, the Contractor isn't in breach for that delay.

## 5. KPIs and room inspections

5.1 The Operator may inspect up to \_\_\_\_\_ rooms a day, or \_\_\_\_\_% of rooms cleaned, using the Inspection Score Sheet below.

5.2 Each room is scored out of 100. A score of \_\_\_\_\_ or more passes. The target average across a month is \_\_\_\_\_.

| Area                                   | Points     |
|----------------------------------------|------------|
| Bedroom: bed, surfaces, floor          | _____ / 25 |
| Bathroom: toilet, shower, basin, floor | _____ / 30 |
| Kitchenette / living (if any)          | _____ / 15 |
| Restocking and presentation            | _____ / 15 |
| Smell, dust, hair and visible marks    | _____ / 15 |

5.3 Inspection results are shared with the Contractor within \_\_\_\_\_ hours, with photos of anything marked down.

5.4 A room that fails is re-cleaned by the Contractor at no charge, as soon as practical and before the next guest arrives where possible.

5.5 If the monthly average falls below \_\_\_\_\_ for \_\_\_\_\_ months in a row, the parties will meet, agree an improvement plan and set a date to check again.

5.6 Scores are used to help the Contractor improve, not to reduce payment, unless the parties write a payment adjustment here: \_\_\_\_\_

5.7 Guest complaints about cleanliness are passed on with the room number, date, and photos where available, within \_\_\_\_\_ hours.

## 6. Staff and supervision

6.1 The Contractor provides enough trained staff for the agreed volume, and a named supervisor: \_\_\_\_\_ (phone: \_\_\_\_\_).

6.2 The Contractor is responsible for recruiting, training, rostering, supervising and paying its own staff, including wages, super and leave where they are employees. The Operator does not direct individual workers.

6.3 The Operator gives site instructions (access, guest requests, priority rooms) to the supervisor, who passes them on.

6.4 The Contractor can replace staff who aren't suitable. The Operator may ask, with reasons, for a particular worker not to return to the site, and the parties will discuss it fairly first.

6.5 Staff are trained in the Schedule, the property's rules and safe work, before working unsupervised.

## 7. Uniforms and ID

7.1 Contractor staff wear the uniform of the Contractor: \_\_\_\_\_ (or a uniform agreed with the Operator, supplied and paid for by \_\_\_\_\_).

7.2 Staff wear a visible ID badge showing the Contractor's name and the worker's first name.

7.3 Staff wear closed, non-slip shoes and the protective gear the task needs.

7.4 Staff leave the property's guest areas tidy and don't use guest facilities, unless the Operator agrees.

## 8. Chemicals, equipment and supplies

8.1 **Cleaning chemicals and equipment** are supplied by: Contractor ☐ Operator ☐ shared ☐ (details: \_\_\_\_\_).

8.2 **Guest consumables** (toilet paper, soap, tea, coffee, tissues, bin liners) are supplied and paid for by the Operator.

8.3 **Linen and towels** are supplied by the Operator ☐ Contractor ☐. Laundry is done by Operator ☐ Contractor ☐ outside laundry ☐.

8.4 The Operator provides a secure, lockable store and a space for the housekeeping trolleys.

8.5 The Contractor keeps a register of the hazardous chemicals it brings onsite, with the Safety Data Sheet (SDS) for each. The Operator keeps a copy of the register at: \_\_\_\_\_. The Contractor tells the Operator before bringing a new chemical.

8.6 Chemicals are used as the label directs, stored in labelled containers, never mixed, and kept out of guest reach.

## 9. Fees and invoicing

9.1 The fees are:

| Service                     | Price    |
|-----------------------------|----------|
| Departure clean, per room   | \$ _____ |
| Stayover refresh, per room  | \$ _____ |
| Same-day turnover, per room | \$ _____ |

| Service                             | Price             |
|-------------------------------------|-------------------|
| Public areas, per visit / per month | \$ _____          |
| Laundry, per kg / per load          | \$ _____          |
| Extra hours                         | \$ _____ per hour |

9.2 Prices are **including GST** ☐ **excluding GST** ☐ **no GST (Contractor not registered)** ☐.

9.3 The Contractor invoices: weekly ☐ fortnightly ☐ monthly ☐. Each invoice shows the dates, rooms cleaned by type, the Contractor's ABN, and is a tax invoice if the Contractor is registered for GST.

9.4 The Operator pays within \_\_\_\_\_ days of receiving the invoice, by bank transfer to: BSB \_\_\_\_\_  
Account \_\_\_\_\_ Account name \_\_\_\_\_.

9.5 If the Operator disputes part of an invoice, they pay the undisputed part on time and explain what is disputed and why.

9.6 If a payment is late, the Contractor may pause services after \_\_\_\_\_ days' written notice. The parties will try to agree on a payment plan first.

## 10. Rate review and CPI

10.1 The fees are fixed until \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_.

10.2 After that, the fees are reviewed once a year, on the anniversary of the start date.

10.3 Each review will consider the Consumer Price Index (CPI) change over the past 12 months, as published by the Australian Bureau of Statistics, and any change in the Contractor's costs.

10.4 The Contractor gives the Operator at least \_\_\_\_\_ days' written notice of any proposed increase. If they can't agree, the old rates continue for \_\_\_\_\_ days while they talk, and either party can then end the agreement under clause 16.

10.5 Changes to what the Contractor does, or the rooms cleaned, are handled using the Variation Form (Template F).

## 11. Minimum notice

11.1 **Changes to volume:** the Operator gives at least \_\_\_\_\_ days' notice of an increase or decrease of more than \_\_\_\_\_ rooms a day on average.

11.2 **Closures and seasonal changes:** the Operator gives at least \_\_\_\_\_ days' notice of a closure, renovation or a lower season, so the Contractor can adjust rosters.

11.3 **Short notice:** if the Operator cancels booked staff with less than \_\_\_\_\_ hours' notice, the Operator pays for \_\_\_\_\_ hours per worker rostered, at \$ \_\_\_\_\_ per hour.

11.4 **Minimum shift:** the Contractor isn't required to roster staff for fewer than \_\_\_\_\_ hours in a shift.

## 12. Step-in and rectification

12.1 If the Operator believes the Contractor has not met the standard or a service level, they tell the Contractor in writing, with details and photos.

12.2 The Contractor then has \_\_\_\_\_ days (or \_\_\_\_\_ hours for a guest-ready problem) to fix it.

12.3 If the issue is not fixed in that time, the Operator may arrange for another cleaner to do the affected work (the "step-in") and the Operator may deduct the reasonable, documented cost of the extra clean from the next invoice, up to the amount the Contractor would have charged for that work. The step-in only covers the rooms or tasks that failed.

12.4 If the Operator steps in repeatedly (more than \_\_\_\_\_ times in \_\_\_\_\_ days), either party may start the process in clause 16 for serious breach.

12.5 The Contractor can step in too: if the Operator hasn't given access, the room list or supplies the Contractor needs, the Contractor isn't responsible for the delay.

### 13. Staff non-solicitation

13.1 During this agreement and for \_\_\_\_\_ months after it ends, neither party will actively recruit the other's staff who worked at the property, by approaching them directly to offer a job.

13.2 This clause does **not** stop:

- a worker from applying for a job on their own, or responding to a general job advertisement not aimed at the other party's staff;
- a worker from moving jobs;
- the Operator from hiring someone who has already left the Contractor for at least \_\_\_\_\_ months.

13.3 This clause is meant to be fair and no wider than needed to protect each party's investment in training its people. If a court finds it too wide, the parties intend it to be read as narrowly as the law needs.

13.4 If the Operator wants to take on a Contractor employee as its own staff, it will first talk to the Contractor about a reasonable placement fee of \$\_\_\_\_\_ or \_\_\_\_\_ weeks' notice.

### 14. Insurance and work health and safety

14.1 **The Contractor** holds (tick what applies): public liability ☐ (\$\_\_\_\_\_ cover) workers' compensation as required for its staff ☐ other ☐ \_\_\_\_\_. Certificates of currency are provided on request and when the policy renews.

14.2 **The Operator** holds building, contents and public liability insurance for the property, and confirms the property is insured for guest use.

14.3 Each party tells the other if their cover ends or changes.

14.4 Both parties cooperate on work health and safety. The Operator tells the Contractor about known hazards (wet areas, loose fittings, pest treatments, asbestos, aggressive animals), provides safe access, and keeps its own chemicals and equipment safe.

14.5 The Contractor trains its staff, uses safe work methods, and reports injuries and near-misses to the Operator the same day.

14.6 The Operator and Contractor each name a safety contact: \_\_\_\_\_ (Operator) and \_\_\_\_\_ (Contractor).

14.7 Either party can stop work and raise a safety concern at any time without penalty. Safe Work Australia and your state or territory regulator publish guidance; check them for what applies to your situation.

14.8 The Contractor's chemical and SDS register (clause 8.5) is available to the Operator and to any inspector.

## 15. Fair work and modern slavery

**15.1 Pay and conditions.** The Contractor promises that it pays its workers (employees and any subcontractors) in line with the law, and keeps records of their pay, super and hours. The Contractor will give the Operator a short written confirmation of this on request, once a year or when asked reasonably.

**15.2 Modern slavery.** The Contractor promises that it does not use forced labour, child labour, or deceptive recruitment, and will take reasonable steps to check that its subcontractors and suppliers do not either. Each party tells the other if it becomes aware of a serious issue.

**15.3 Subcontracting.** The Contractor won't hire another business to do the work onsite without the Operator's agreement, and stays responsible for the work.

**15.4 Cleaning Accountability Framework (optional).** Tick one:

- The Contractor is a member of, or is working towards, the Cleaning Accountability Framework ☐
- The parties will talk about whether to take part in the Cleaning Accountability Framework ☐
- Not applicable ☐

**15.5** The Operator will not pressure the Contractor to accept prices or times that the Contractor reasonably says can't be met while paying fair wages.

## 16. Term and ending

**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.

**16.3 Auto-renewal.** If this is a fixed term, it ☐ ends on the end date, ☐ renews for another \_\_\_\_\_ months unless either party gives written notice at least \_\_\_\_\_ days before the end date. The Contractor will remind the Operator of the end date \_\_\_\_\_ days beforehand.

**16.4** 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.

**16.5** On ending, the Operator pays for all work done, and the Contractor returns all keys, codes, access cards and property within \_\_\_\_\_ days. Both parties will cooperate on a smooth handover.

## 17. Liability

**17.1** Each party is responsible for loss or damage it causes through its own negligence or breach of this agreement.

**17.2** The Contractor's liability for any one event is limited to the amount of its public liability insurance cover, or \$\_\_\_\_\_, whichever is lower, to the extent the law allows.

**17.3** Neither party is liable for indirect loss, such as lost bookings, lost profit or loss of reputation, unless the law says otherwise.

**17.4** The Contractor is not responsible for wear and tear, existing damage, or damage caused by guests.

## 18. Confidentiality and guest privacy

18.1 Each party keeps private what it learns about the other's business, and about guests, bookings, belongings and security details. This continues after the agreement ends.

18.2 Contractor staff don't photograph guests or post about the property, guests or the Operator.

18.3 Staff may photograph rooms and damage to report problems (see Template H).

18.4 Lost property is photographed, secured and reported to the Operator within \_\_\_\_\_ hours. It is never kept.

## 19. Keys, codes and access

19.1 Keys, codes, cards and alarms are handled under the Key, Access & Security Agreement (Template E), which forms part of this agreement.

## 20. Disputes

20.1 The parties talk first and try to resolve any issue within \_\_\_\_\_ days.

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

20.3 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.

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

## 21. General

21.1 This agreement, with its Schedules, is the whole agreement on this topic.

21.2 Changes must be in writing and agreed by both parties (see Template F).

21.3 The laws of the state or territory of \_\_\_\_\_ apply.

21.4 If any part is unenforceable, the rest still applies.

## 22. Signatures

### The Operator

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Print name and position: \_\_\_\_\_

### The Contractor

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Print name and position: \_\_\_\_\_