

Strive for a Five

CONTRACT TEMPLATE K

Ongoing Commercial Cleaning Services Agreement

Australian edition

Checked October 2026

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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 K: Ongoing Commercial 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.

When to use this: For an ongoing contract where you clean an office, shopfront, common areas and/or accommodation for the same client, at a regular frequency.

Use Template A for a single short-stay property, or Template D for a large motel or hotel team.

1. Parties

1.1 The Client (the business who needs the cleaning):

- Business name: _____
- ABN: _____
- 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 Client manages the premises for an owner, the Client confirms they have the owner's authority to sign this agreement and to give the access described below.

2. The premises and the services

2.1 The Contractor will clean the following areas (the "Premises"), as ticked:

- Office ☐
- Shopfront / retail area ☐
- Common areas (entry, corridors, stairs, bathrooms) ☐
- Accommodation units or rooms ☐
- Other: _____

2.2 Premises address: _____

2.3 The tasks for each area are set out in the **Services Schedule** (the table in clause 3, plus any task list attached). Template B can be adapted for the task list.

2.4 Work not in the Schedule is an extra and needs the Client's agreement first, in writing. Extras are charged at the rates in the Schedule, or at \$_____ per hour if not listed.

3. Services Schedule: areas, frequency and price

3.1 For each area, tick one frequency and write the price per visit. Cross out any row that doesn't apply.

Area	Per turnover	Weekly	Fortnightly	Monthly	Visit days / times	Price per visit
Office	☐	☐	☐	☐	_____	\$_____
Shopfront	☐	☐	☐	☐	_____	\$_____
Common areas	☐	☐	☐	☐	_____	\$_____
Accommodation	☐	☐	☐	☐	_____	\$_____
Other: _____	☐	☐	☐	☐	_____	\$_____

3.2 "Per turnover" means a clean after each guest stay. The Client will tell the Contractor about check-outs by _____ (method and time).

3.3 If a visit can't go ahead (for example, no access or the premises are closed), the Contractor will tell the Client, and the parties will agree on a make-up day or a fee for the missed visit of \$_____.

4. Fees, invoices and payment

4.1 The Contractor will invoice: per visit ☐ weekly ☐ fortnightly ☐ monthly ☐.

4.2 Each invoice will show the dates of the visits, the areas, the services, the amount and the Contractor's ABN. If the Contractor is registered for GST, the invoice will be a tax invoice.

4.3 Prices are: **including GST** ☐ **excluding GST** ☐ **not subject to GST** ☐.

4.4 The Client will pay each invoice within _____ days of receiving it, by bank transfer to: BSB _____
Account number _____ Account name _____.

4.5 If the Client disputes part of an invoice, they will pay the undisputed part on time and tell the Contractor what is disputed and why.

4.6 If a payment is late, the Contractor may pause visits after giving _____ days' written notice. The parties will try to agree on a payment plan first.

5. Term and automatic renewal

5.1 **Initial Term.** This agreement starts on ____ / ____ / _____ (the "Start Date") and runs for 12 months (the "Initial Term").

5.2 **Renewal.** Unless a party gives notice under clause 5.4, this agreement renews automatically at the end of the Initial Term, and at the end of each later term, for a further 12 months (each a "Renewal Term"). The Start Date's yearly anniversary is the "Anniversary".

5.3 **Maximum Term.** The Initial Term and all Renewal Terms together cannot go beyond 5 years from the Start Date (the "Maximum Term"). After that the agreement ends unless the parties sign a new one.

5.4 **Opting out of renewal.** Either party can stop the agreement renewing by giving written notice at least _____ days before the Anniversary. The agreement then ends on the Anniversary.

5.5 **Renewal reminder.** The Contractor will send the Client a written reminder between 30 and 60 days before each Anniversary. The reminder will state: the Anniversary date, the length of the next term, the price for the next term, and the last date the Client can opt out under clause 5.4. (Template M can be used.)

5.6 **If no reminder is sent.** If the Contractor does not send the reminder, the Client may still opt out of that renewal by giving notice at any time within _____ days after receiving a late reminder, and the agreement will end _____ days after that notice.

6. Price review at renewal

6.1 At each renewal the Contractor may change the price. The new price will be either (tick one):

- the old price increased by the percentage change in the CPI over the previous 12 months (use the all groups CPI for the capital city nearest the Premises, as published by the Australian Bureau of Statistics) ☐
- a new rate notified in the renewal reminder, up to a maximum increase of _____% ☐

6.2 If the Client does not accept the new price, they can opt out of the renewal by giving notice under clause 5.4. The agreement then ends on the Anniversary at the old price.

6.3 If the Client does not opt out by the date in the reminder, the new price applies from the first day of the Renewal Term.

7. Independent contractor relationship

7.1 The Contractor is an independent business. Nothing in this agreement makes the Contractor, or anyone the Contractor uses, an employee, partner or agent of the Client.

7.2 The Contractor decides **how**, **when** (within the visit windows agreed in the Schedule) and **in what order** the work is done. The Client sets the result they want, not the method.

7.3 The Contractor may use their own tools, products and equipment, unless the Schedule says otherwise.

7.4 The Contractor may engage helpers or a substitute to do the work. The Contractor stays responsible for the quality of the work and for paying their helpers. The Contractor will give the Client the name of anyone who will be on the Premises and will make sure they follow the access and safety rules in this agreement.

7.5 The Contractor invoices for their work, is responsible for their own tax, GST, super and insurance, and receives no wages, leave, or other employment entitlements from the Client.

7.6 The Client will not roster the Contractor, ask for timesheets, direct the Contractor's day or supervise the Contractor beyond what is needed to check that the agreed scope has been delivered. The Client may inspect the finished work and raise concerns about the results in writing.

8. Access, keys and security

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

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

8.3 The Contractor will tell the Client straight away if a key is lost or a code may have been shared.

8.4 The Contractor will lock up and re-set alarms on leaving. Template E can be attached for more detail.

9. Insurance, safety and damage

9.1 The Contractor holds public liability insurance (details on request). The Client holds insurance for the Premises and their contents.

9.2 Both parties will work together to keep the Premises and the work safe. The Client will tell the Contractor about known hazards. The Contractor will use products as the label directs.

9.3 The Contractor will report damage or maintenance problems found during a visit, and any accidental damage they cause, promptly and honestly. Reasonable wear and tear, and damage that was already there, is not the Contractor's responsibility.

10. Ending this agreement

10.1 Ending at the end of a term. Either party can end the agreement at the end of the Initial Term or a Renewal Term by giving notice under clause 5.4.

10.2 Termination for convenience. Either party can end this agreement at any time, without giving a reason, by giving the other at least _____ days' written notice.

10.3 Termination for breach. If a party breaks an important term of this agreement, the other party may give a written notice describing the breach and asking for it to be fixed within _____ days. If it is not fixed in that time, the other party may end the agreement by a further written notice. Late payment is a breach the Contractor may rely on only after the steps in clause 4.6.

10.4 Early termination by the Client within a term. (Choose one option and cross out the other.)

- **Option 1: No fee.** The Client may end the agreement within a term only under clause 10.2 or 10.3, and no early termination fee is payable.
- **Option 2: Early termination fee.** If the Client ends the agreement under clause 10.2 before the end of the current term, the Client will pay the Contractor an early termination fee equal to the **lesser of** (a) _____ months' fees at the average monthly amount invoiced over the previous 3 months, and (b) the fees that would have been payable for the rest of the current term. The parties agree this amount is a genuine pre-estimate of the Contractor's loss from the early ending (for example, lost work that cannot be quickly replaced and the cost of planning and set-up for this contract). It is not a penalty.

Note on Option 2: A fee like this should be a fair estimate of the real loss, not a punishment, and the fee clause may be tested if the amount is out of proportion. Think about what ending early really costs you, write your reasoning down, and check the fee with your legal adviser. The ACCC's page on unfair contract terms explains how small business contracts are looked at.

10.5 Mutual termination. This agreement can also end earlier if both parties sign a written agreement that states the end date (Template O can be used). A conversation, text or email that does not state an end date and is not signed by both parties does not end the agreement.

10.6 Notice is not resignation. A notice given under this agreement is a notice of termination of a services contract between two businesses. It is not a resignation, and neither party should describe it as one. The Client cannot bring forward an end date given in a valid notice, or treat the agreement as ended earlier, without the Contractor's written agreement. The same applies to the Client's own notice.

10.7 Notices. A notice must be in writing and sent to the email or address in clause 1. An email counts as received on the next business day after it is sent, unless the sender gets a failure message.

11. What happens at the end

11.1 On or before the last service date, the Contractor will return all keys, codes, cards and other property of the Client, and the Client will return any property of the Contractor.

11.2 The Contractor will send a final invoice within _____ days after the last service date. The Client will pay it within the usual payment time in clause 4.4.

11.3 The Contractor will remove their products and equipment from the Premises on or before the last service date. The Client will give reasonable access to do this.

11.4 Fees for work done up to the end date remain payable, even if the agreement ends early.

11.5 Clauses that by their nature continue after the agreement ends (payment, confidentiality, return of property) keep applying.

12. Disputes

12.1 If there is a disagreement, the parties will first talk it through in good faith and try to agree on a fix within _____ days.

12.2 If that doesn't work, they may try mediation or a small business dispute service (see ASBFEO in the list at the top), before going further.

12.3 Each party keeps doing their part of the agreement while a dispute is being sorted, unless it is unsafe to do so.

13. General

13.1 This is the whole agreement between the parties about this work. Changes must be in writing and agreed by both (Template F can be used).

13.2 Neither party can hand this agreement to someone else without the other's written agreement.

13.3 The law of _____ (state or territory) applies.

14. Signing

Signed by the Client: _____ Name: _____ Date: _____ / _____ / _____

Signed by the Contractor: _____ Name: _____ Date: _____ / _____ / _____