

Strive for a Five

CONTRACT TEMPLATE O

Deed of Mutual Termination and Release

Australian edition

Checked October 2026

Free to download and use. striveforafive.com

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.

By downloading, you agree that you use the templates at your own risk and that, to the extent the law allows, Strive for a Five isn't liable for any loss that comes from using them.

Template O: Deed of Mutual Termination and Release

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: When both of you agree to end a cleaning contract on a set date and want a clean, signed finish with no loose ends.

A deed is a more formal agreement than a letter. Ask your legal adviser how to sign it properly for your business, as the signing steps can be different for a company, a partnership or a sole trader.

1. Parties

1.1 The Client:

- Name / business name: _____
- ABN: _____
- Address: _____

1.2 The Contractor:

- Name / business name: _____
- ABN: _____
- Address: _____

2. Background

2.1 The parties signed a Cleaning Services Agreement dated ____ / ____ / ____ for the premises at _____ (the "Agreement").

2.2 The parties now both wish to end the Agreement early on the terms of this deed.

3. Agreed end date

3.1 The Agreement ends at the close of ____ / ____ / ____ (the "End Date").

3.2 This deed is the "signed written agreement" the Agreement requires for a mutual ending. The End Date cannot be changed unless both parties sign a new written agreement.

3.3 Neither party's earlier notices (if any) change the End Date in this deed.

4. Final services

4.1 The Contractor will provide the following final services up to the End Date:

- _____
- _____
- _____

4.2 The usual fees apply to these services. If the Client asks the Contractor to stop services before the End Date, the Client will still pay for: _____

5. Final invoice and payment

5.1 The Contractor will send a final invoice by ____ / ____ / ____.

5.2 The Client will pay all amounts owing, including the final invoice, by ____ / ____ / ____, by bank transfer to: BSB _____ Account number _____ Account name _____.

5.3 Early termination fee: none ☐ or \$_____, which both parties agree is a fair amount for the early ending ☐.

6. Keys and property

6.1 On or before the End 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.

6.2 Keys and codes returned: _____ (list). The Client will change locks and codes if they wish.

7. Mutual release

7.1 From the End Date, each party releases the other from all claims, demands and liabilities arising from the Agreement, except:

- the payments owing under clause 5;
- a claim for something that was fraudulent or was deliberately hidden;
- a claim for injury or death;
- the following listed matters: _____ (write "none" if there are none).

7.2 Each party confirms they are not aware, as at the date of this deed, of any claim they intend to make against the other, other than those listed above.

8. Confidentiality

8.1 Each party will keep private the terms of this deed and any private information about the other's business, premises, guests, staff and security arrangements learnt while working under the Agreement.

8.2 This does not stop a party sharing the information with their legal adviser, accountant, insurer or tax or regulatory body, or where the law requires it.

9. No admission

9.1 This deed is not an admission by either party that they broke the Agreement or did anything wrong.

9.2 Neither party will say anything publicly that suggests the other did something wrong because of the ending.

10. General

10.1 This deed is the whole agreement about ending the Agreement.

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

10.3 The parties are encouraged to get independent legal advice before signing, and each confirms they have had the chance to do so.

11. Signing

Signed as a deed by the Client:

Signature: _____ Name: _____ Date: ____ / ____ / ____

Witness signature: _____ Witness name: _____

Signed as a deed by the Contractor:

Signature: _____ Name: _____ Date: ____ / ____ / ____

Witness signature: _____ Witness name: _____