**CLEANING SERVICES AGREEMENT**

**DATED 20\_\_**

**-BETWEEN-**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Drawn By:-

**CM Advocates LLP**

I & M Building, 7th Floor,

2nd Ngong Avenue

P.O. Box 22588 - 00505

**Nairobi.**

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**CLEANING SERVICES AGREEMENT**

This Agreement is made and entered into on the…………. day of ………………. 2021 by and **BETWEEN**:

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIMITED**, a limited liability company incorporated in Kenya under Certificate of Incorporation Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and of P. O. Box \_\_\_\_\_\_ -00200, Nairobi, Kenya (hereinafter referred to as the **“Company”** which expression shall where the context so requires, include its successors in title and permitted assigns) of the one part;

AND

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIMITED**, a limited liability company incorporated in Kenya under Certificate of Incorporation Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and of P. O. Box \_\_\_\_\_\_ -00200, Nairobi, Kenya (hereinafter referred to as "**Client**" which shall, where the context so requires, include its successors in title and permitted assigns) of the other part.

**WHEREAS:**

1. The Company is engaged in the business of provision of cleaning services (hereinafter defined).
2. The Client wishes to engage the Company to provide professional, comprehensive cleaning and maintenance services (hereinafter referred to as the ‘**Services**’) at its premises (hereinafter referred to as the ‘**Premises**’) in accordance with the terms and conditions of this Agreement.

**NOW THIS AGREEMENT WITNESSETH** as follows:-

# Definitions and Interpretation

* 1. In this Agreement:
     + 1. **“Agreement”** means any agreements entered into between the Parties to which these standard terms and conditions apply;
       2. “**Client’s Advocates**” means Messrs. CM Advocates LLP, I & M Bank House, 7th Floor, Post Office Box Number 22588-00505, Nairobi;
       3. **“Business Day” or day** means any day, other than a Saturday or Sunday and gazetted public holidays, on which banks are open for business in Kenya.
       4. **“Commencement Date”** means the date set out in clause 3;
       5. **“Confidential Information”** means all information in whatever form including, without limitation, any information relating to suppliers, operations, plans, inventions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium;
       6. **“Parties”** means the Company and the Client and **“Party”** shall be construed to refer to either of them as the context may require;
       7. **“Client’s Advocates”** means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Advocates, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Road, P. O. Box \_\_\_\_\_\_\_ – 00\_00 Nairobi.
  2. In this Agreement, unless the context otherwise requires, any reference to:
     + 1. the singular includes the plural and *vice versa* and reference to the masculine includes a reference to the feminine gender and neuter and vice versa and words importing the whole shall be treated as including a reference to any part thereof*;*
       2. a person includes reference to a natural person, body corporate, unincorporated body, state, state agency, governmental authority or firm;
       3. any written law includes that law as amended, extended or re-enacted from time to time provided that, as between the Parties, no such amendment, extension or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party;
       4. any agreement or other document includes that agreement or other document as varied or replaced from time to time;
       5. a clause is to the relevant clause of this Agreement;
       6. clause headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

# Commencement and Term

* + 1. This Agreement shall come into force on the date hereof (“Commencement Date”) and shall remain in force for a period of two (2) months (hereinafter the “Term”) unless otherwise agreed between the Parties in writing.

# Provision of Services

* 1. The Company undertakes to perform the Services hereunder to the highest standards of professional and ethical competence and integrity, having due regard to the nature of the Client’s building premises and to ensure that employees assigned to perform any services under this Agreement will conduct themselves in a manner consistent therewith.
  2. The Company shall perform the services as an independent Company under the general guidance of the Client and neither the Company nor its employees shall act as agents or employees of the said Client.
  3. All employees of the Company working on this Agreement will be subjected to any security arrangements of the Client.
  4. The Company and/or its employees undertake not to commit any act on the premises, which may render the Client liable as occupier under Common Law or by virtue of any provisions of any statute.
  5. The Company undertakes to take out an insurance policy with a reputable insurance company against accidents and or losses that may occur during the period of the Agreement to cover their legal abilities and liabilities under Clause 3.4 hereof for a sum of up to Kshs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Kenya Shillings \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) as indemnity for any accidents and or losses that may arise out of the Company’s negligence.
  6. The Company also undertakes to insure against their legal liabilities in respect to accidents to and claims from persons in their employment resulting from work whilst on the premises of the client and generally to deal with all the claims of the employees that may arise under the Work Injury Benefits Act (WIBA) or any other statute or law. The Company shall be required to provide the Client with evidence of the valid policies in 3.5 and 3.6 above upon request.
  7. The Company shall provide all the required machinery, equipment and detergents necessary for the delivery of cleaning services.
  8. The Company shall per form the Services in accordance with the attached *Specifications for the Provision of Comprehensive Cleaning Services* which sets out the scope of work, hours of operation and cleaning frequencies and which shall constitute part and parcel of this Agreement.

# Agreement Price

* 1. The Agreement price for the Services shall be the sum of the sum of Kenya Shillings \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Kshs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (exclusive of Value Added Tax).
  2. The contact price will remain in force for the Termunless there is a salary increase arising from legislation passed or gazetted in the course of the year which the Company is bound by law to conform to, in which event the Company shall communicate the proposed new Agreement price to the Client for discussion and agreement. Any other review of the Agreement price shall be negotiated and agreed between the parties. In the event that there is no agreement reached between the parties on the revised Agreement price pursuant to this Clause 4.2, then this Agreement shall be terminated in accordance with the provisions of clause 11.3 (e) below.

# Invoices

* 1. Invoices will be submitted to the Accounts Department of the Client and the payment shall be made to the Company within thirty days from the date of the invoice.
  2. No amounts owed to the Company shall be offset against claims made by the Client.

# Storage & Space for the Company’s Staff

* + 1. The Client shall provide the Company with suitable storage space for machinery, equipment, detergents, staff uniforms and decent staff changing room during the tenure of the agreement.

# Safety

* 1. The Company agrees to observe adequate measures and standards with due regard to safety, and in particular in compliance with the provisions of the Occupational Health and Safety Act 2007, in the performance of the Services.
  2. Without prejudice to any of the terms of this Agreement, the Company shall ensure that all its employees observe and comply with all safety rules specified or that may be specified from time to time by the Client in writing.

# Company’s Personnel

* + 1. The Company agrees:-
       1. To provide and require all of its employees to display at all times valid staff identification cards that are satisfactory to the Client.
       2. To be responsible for ensuring that its personnel wear the appropriate uniform during working hours and are neat and clean in appearance while performing the Services.
       3. To abide by all the Client’s security and regulations and shall ensure that all its employees are neither agents, representatives nor employees of the client.
       4. To ensure that its cleaners hold Certificates of Good Conduct, copies of which shall be provided by the Company to the Client where requested.

# Claims and Complaints

* 1. Reports of poor service, breakage, damage, or theft **MUST** be reported by the Client to the Company in writing within 24 hours of the incident and within 48 hours if incident falls on a weekend. Reports received after this timeframe will not entitle the Client to claim a refund for any loss or a replacement service.
  2. Complaints may be made verbally via telephone or by writing via email or letter, but either must be received within 24 hours of the service and 48 hours if incident falls on a weekend. The Company shall thereafter send the Client a summary of the compliant within 24 hours if made verbally for the Client’s approval.
  3. The Client agrees to secure or remove any fragile, breakable or highly valuable items including cash and profile the same with the Client’s Safety Deposit Box/ Vault/ Safes.
  4. The Company will endeavor to respond to any complaints or concerns raised within three working days after receipt of the incident report.
  5. The Company shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm.

# Confidentiality

* + 1. All information relating to this Agreement and its existence, the product, the customers, the business affairs of the Client or matters of a similar nature which the Company may acquire during the course of its activities under this Agreement shall be deemed confidential and the Company shall take any and all necessary precautions to prevent any unauthorized disclosure by any of its staff, employees, officers, directors, agents and representatives.

# Termination of Agreement

* 1. This Agreement may be terminated any time by either Party giving one (1) months’ notice in writing.
  2. Either party may terminate this Agreement upon giving thirty (30) days written notice to the other in case of any material breach of the terms of this Agreement.
  3. This Agreement shall be subject to immediate termination by either Party upon the occurrence of the following events:-
     + 1. If either Party hereto defaults on any of its material obligations, representations or warranties under this Agreement, the non-defaulting Party shall notify the defaulting Party in writing specifying in sufficient detail the nature of and extent of such breach and, unless within five (5) working days after written notice of such default the defaulting party remedies the default, this Agreement will terminate;
       2. If either party files a petition for bankruptcy or is adjudged to be bankrupt;
       3. If either party becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy law;
       4. If either party discontinues its business, then the other party shall have the right to terminate this Agreement immediately upon written notice to the Party; or
       5. In the event that the Parties fail to agree on the revised Agreement price pursuant to clause 4.2 above.
  4. In any case of termination, there will be no further payment due to the Company for the Services, but appropriate adjustment may be made for any payments due and owing for Services undertaken by the Company prior to the effective date of termination provided that the termination of this Agreement shall not affect the rights of the Parties which have accrued on or before termination.

# Service of Notices

* + 1. Any notice or communication under or in connection with this Agreement shall be in writing shall be delivered by hand or sent by post or fax to the addresses aforesaid (for the both parties) or in case of the Company delivered by hand or sent by registered post, telex or fax to the registered office of the Company or at the principal place of business of the Company in Kenya or upon the directors or Company Secretary of the Company or at such other address as the recipient may have notified to the other parties in writing. In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received, if delivered by hand, at the time of delivery or, if sent by post, seven days after posting or, if sent by fax, on the completion of transmission**.**

# Saving

* + 1. Should there be any change in the work detailed in the original quotation by increase or decrease thereof, the parties hereto shall negotiate in good faith any change to the terms of the agreement.

# Indemnity and Limitation Of Liability

* 1. Each Party (“the First Party”) hereby indemnifies and holds the other Party (“the Non-breaching Party”), its affiliates and employees harmless from and against any direct costs or damages that may be incurred by the Non-breaching Party as a result of claims for negligence or breach by the First Party of any of its obligations in terms of this Agreement and such indemnity shall extend to the reasonable cost that may be incurred by the Non-breaching Party in defending any action instituted against it subject to the following sub-clauses 14.2 and 14.3 herein contained.
  2. Neither Party shall be liable to the other party under this Agreement for any indirect or consequential loss suffered, whether caused by negligence, breach of Agreement, misrepresentation or however arising, including, without limitation, loss of profit, goodwill, and business opportunity or anticipated savings.
  3. The Parties agree that any liability to the other Party for losses hereunder shall be limited to direct damages.

# Force Majeure- Excused Performance

* 1. Neither party to this Agreement shall be responsible for delay or failure of any or allof its obligations under this Agreement if such delays or failures resulted from events of force majeure namely, circumstances beyond their control which shall include but not limited to) act of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of Government and Authority of whatever nature and from whatever cause arising which the parties were not aware at the time of execution of this Agreement nor responsible for at the time of its occurrence and which the parties could not have foreseen and guarded against.
  2. Either Party prevented from meeting its obligations through conditions of clause 15.1shall so inform the other party to arrange a meeting to evaluate the impact of the delay and to agree on a reasonable extension in the time for performance.
  3. If such delay or extension in the time for performance exceeds 30 (thirty) days, the Parties shall again meet to select a contingent strategy for performance.
  4. Should the Parties fail to agree on a strategy for performance either Party may terminate the Agreement forthwith and neither Party shall have any further rights or obligations hereunder **SAVE** for the obligations that arise as a result of part performance by either Party.

# Dispute Resolution

* 1. Good Faith Negotiations

The Parties agree that should any dispute arise with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement, the Parties shall use their best efforts to attempt to resolve such dispute by amicable negotiation within a period of Thirty (30) Business Days following notification of the dispute.

* 1. Mediation
     + 1. If the dispute has not been settled pursuant to the Good Faith Negotiations under clause 16.1 within (30) Business Days from when the settlement discussions were instituted, any party may elect to refer the dispute to mediation. The mediation shall take place in in accordance with the Nairobi Centre for International Arbitration (Mediation) Rules, 2015.
       2. The mediator shall be appointed by mutual agreement between the Parties or in default of such agreement within five (5) days of the notification of a dispute, upon the application of either Party, by the Registrar of the Nairobi Centre for International Arbitration in accordance with the Nairobi Centre for International Arbitration (Mediation) Rules, 2015.
       3. The mediation shall take place in Nairobi and shall be conducted in accordance with the Nairobi Centre for International Arbitration (Mediation) Rules, 2015.
       4. Unless otherwise agreed, the mediation will start not later than Fourteen (14) Business Days from the date of notification of the dispute. No party may commence any court proceedings or arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and the mediation has terminated.
       5. Nothing in this Agreement shall prevent or delay a Party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.
  2. Arbitration
     + 1. If the dispute has not been settled pursuant to Good Faith Negotiations under Clause 16.1 or under Mediation under clause 16.2 above within thirty (30) Business Days (or such longer period as may be agreed upon between the parties) from when the settlement discussions were instituted, any party may elect to commence arbitration. Such arbitration shall be referred to arbitration by a single arbitrator to be appointed by agreement between the Parties or in default of such agreement within fourteen (14) days of the notification of a dispute, upon the application of either Party, by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitration of the United Kingdom.
       2. Such arbitration shall be conducted in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.
       3. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the Parties hereto.
       4. Pending final settlement or determination of a dispute, the Parties shall continue to perform their subsisting obligations hereunder.
       5. Nothing in this Agreement shall prevent or delay a Party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.

# Miscellaneous Provisions

* 1. No failure or delay to exercise any power, right or remedy by the Company shall operate as a waiver of that right, power or remedy and no single or partial exercise by that party of any right, power or remedy shall preclude its further exercise or the exercise of any other right, power or remedy.
  2. The rights and remedies of the Company provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
  3. The Parties intend that the contents of this Agreement shall be legally binding and enforceable.
  4. Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of these provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
  5. No amendment or variation to this Agreement shall be effectual or binding on the parties hereto unless it is in writing and duly executed by or on behalf of the parties hereto.
  6. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.
  7. This Agreement constitutes the whole Agreement between the parties hereto in relation to the subject matter of this Agreement and no variations thereof shall be effective unless made in writing and signed by all the parties. This Agreement supersedes and replaces any Agreement whatsoever that may have subsisted between the parties hereto in any way relating to the subject matter.
  8. The construction, validity and performance of this Agreement shall be governed by and construed in accordance with the laws of Kenya and the parties hereby agree to submit to the jurisdiction of the Kenyan courts.
  9. Each of the parties hereby agrees and confirms for the purposes of the Law of Contract Act (Chapter 23, Laws of Kenya) and the Companies Act that it has executed this Agreement with the intention to bind itself to the contents hereof.

**IN WITNESS** **WHEREOF** this Agreement has been duly executed the year and date first hereinabove written:

**SIGNED** on behalf of **\_\_\_\_\_\_\_\_\_\_\_** ]

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIMITED** ]

by: ]

]

Director ] ……………………..

]

**In the presence of** ]

]

**Witness** ] Signature: ……………………………..

] Name: ……………………………..

] Date: ………………………….…

**SIGNED** on behalf of **\_\_\_\_\_\_\_\_\_\_\_** ]

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIMITED** ]

by: ]

]

Director ] ……………………..

]

**In the presence of** ]

]

**Witness** ] Signature: ……………………………..

] Name: ……………………………..

] Date: ………………………….…

**Drawn By:-**

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