

(SAMPLE)

CLEANING CONTRACT

FOR

<BUILDING, ADDRESS>

BETWEEN

**JONES LANG LASALLE
MANAGEMENT SERVICES LTD**

and

<Name of the cleaning company>

THIS CONTRACT is made the <Date> of <Month, Year> between Jones Lang LaSalle Management Service Limited whose registered office is situated at 17th Floor, Dorset House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong (hereinafter called "the Manager") of the one part and <Name of the Cleaning Company> whose registered office is situated at <address> (hereinafter called "the Contractor") of the other part.

Definitions

- (a) The Contractor means <Company Name>;
- (b) The Manager means Jones Lang LaSalle Management Services Limited;
- (c) The Building means <Building Name, Address>.

Contract Term and Price

1. The Contractor shall undertake to clean the Building and maintain a high cleaning standard in the Building at a monthly charge of <HK\$ > payable by the Manager. All cleaning works shall be carried out in accordance with the Specification and Service Schedule of this Contract as well as to the satisfaction of the Manager. Appendices attached herein shall form part of this contract.
2. The Contract shall be for a term of < > years commencing from < > and expiring on < >. Either party can terminate the Contract by giving the other party a < > months' written notice.

CONDITIONS

1. The Contractor may be nominated by the Manager to provide quality cleaning services for the occupants' internal areas. Such services shall be subject to separate contracts between the occupants and the Contractor at the occupants' own expenses. The Contractor must indicate the rates of such services in detail as Appendix I of the Contract.
2. The Contractor shall undertake to provide efficient debris (such as abandoned furniture, fitting out waste and materials etc) removal services as per the Manager's request. The Contractor must indicate the rates of such services in detail as Appendix II of the Contract.
3. The Contractor may be required by the Manager to carry out initial cleaning for the Building upon commencement of the Term. The Contractor must indicate their service charges in detail as Appendix III of the Contract.
4. The Contractor shall undertake to provide and use Totally Degradable Plastic Refuse Bags (TDP) for daily refuse collection through the supplier as nominated by the Owner or Managing Agent. Moreover, the Contractor shall undertake to provide and use environmentally friendly cleaning products / agents / materials as required by the Owner or Managing Agent.
5. In any events of typhoon and emergency, the Contractor shall provide on site at least <No.> cleaner(s) to carry out any necessary works. Such works may include work to the Building's surroundings, drainage and sand traps. Payment shall be made in accordance with the unit rates quoted by the Contractor as per Appendix IV of the Contract.
6. In addition to the routine works specified in the Service Schedule, the Contractor may be required to carry out extra cleaning works from time to time. Additional payments will be made by the Manager. The Contractor shall quote the charge rate of such additional services as per

Appendix V and Appendix VI of the Contract.

7. All service charges quoted by the Contractor in the Appendices of the Tender shall not form any part of the Contract, but such charges shall be valid whenever the Manager or the occupants wish to employ relevant services during the Term.
8. The Contractor shall be responsible for the efficient performance of the Contract and for the good conduct of his employees whenever they carry out cleaning works in the Building. The Contractor shall maintain a sufficient number of cleaners at all specific times to properly fulfill his obligations under this Contract. The Contractor's employees shall be properly supervised at all times by a supervisor employed for this purpose by the Contractor. The Contractor shall provide clean and tidy uniforms for all his employees. The uniform must be worn by all employees who are engaged to carry out the works under this Contract.

The Manager reserves the right to monitor the clock-in time and clock-out time of the Contractor's employees as well as to give working instruction directly to the Contractor's employees if in the opinion of the Manager this is necessary.

9. Subject to the satisfactory completion of the cleaning works, the Contractor shall be remunerated by the Manager monthly in-arrears as per the price quoted in the Contract Term & Price of this Contract.
10. The Contractor shall provide high quality cleaning operatives for the Building all times as follows:

<no. of supervisor & cleaners> & <working days and times>

The Supervisor, who has sound knowledge and experience in supervising cleaning works for high quality buildings, shall be the person in-charge of daily operation of cleaning team, responsible for reporting to with the Manager. This personnel shall be strong in supervisory and communication skill, initiative, enthusiastic and reliable. The Supervisor

may be required to perform his duties outside the normal working hours at the Contractor's own cost.

All cleaners should be observant, keen, alert, efficient, willing and pleasant. Adequate training for the cleaners shall be provided by the Supervisor to guarantee a high cleaning standard.

11. All deep and heavy duty cleaning tasks shall be carried out by a mobile cleaning team. The working time of the said mobile team shall be fixed at <time>. The team members shall have proper qualifications required to use and operate the necessary equipment such as gondola, mobile scaffold system and waxing machine, etc. All insurance premium in this respect shall be solely borne by the Contractor.
12. The Contractor shall provide all necessary machinery, tools and materials for the proper execution of the work. Such machinery and materials shall be of a high standard and suitable for use in the Building.
13. Unless written consent is given by the Manager, the Contract or any part, share, or interest in it, must not be transferred or assigned by the Contractor, directly or indirectly to any persons whomsoever.
14. The Contractor's employees must observe all reasonable instruction of the Manager.
15. The Manager shall have power to vary the work reasonably described in the Specifications and Service Schedule and no variation shall void this Contract. Should the Manager require more or less work to be carried out, the value of such work shall be added to or deducted from the contract sum at the rates to be mutually agreed by the Contractor and the Manager.
16. Whenever under this Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum due or which at any time thereafter may become due to the Contractor under the Contract.

17. a. Default

If the Contractor

- i) has abandoned the Contract; or
- ii) is not executing the service in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract.

Then the Manager, after giving 14 days' notice in writing to the Contractor, may expel the Contractor from the Building without thereby releasing the Contractor from any of his other obligations or liabilities under the Contract.

b. Bankruptcy

The Manager may at any time by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following events.

- i) If the Contractor shall at any time be adjudged bankrupt, or shall have a Receiving Order or Order for Administration of his estate made against him or shall instigate any proceedings for liquidation or composition under the relevant legislation for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors, or purport so to do; or
- ii) If the Contractor, being a company, shall pass a resolution, or the court shall make an order for the liquidation of its affairs, a Receiver on behalf of the creditors shall be appointed. Provided always that such determination shall have not prejudice or affect any right of action or remedy which shall have accrued thereafter to the Manager.
- iii) In either of the cases for which the two preceding sub-clauses provide, or in any other case where in the opinion of the Manager, the Contractor is performing his duties unsatisfactorily, the Manager may employ and pay another contractor or engage his own cleaning

staff to carry out and complete the work and may purchase all materials necessary for the carrying out of the work. In such cases, the value of the work done shall be assessed by the Manager and the Contractor shall have the right to recover such sums from the Contractor.

18. Inspection and Rejection

All services performed under this Contract shall be subject, before payment, to inspection by the Manager who may withhold payment when in his opinion any service has not been performed in accordance with the requirements of the Contract. Payment for services will be made monthly in arrears by the Manager only if the services have been performed to the satisfaction of the Manager.

19. a. Injury to Persons

The Contractor shall be solely liable for and shall indemnify the Manager in respect of any liability, loss, claim or proceeding whatsoever, arising under any legislation or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the work whether or not due to his negligence and shall effect adequate insurance cover in respect of such risks and shall furnish the Manager with a copy of the insurance policy.

b. Damage to Property

The Contractor shall be liable for and shall indemnify the Manager and the Owner of the Building against any liability, loss, claim or proceedings in respect of any damage to any property whatsoever arising out of or in course of his negligence and shall effect adequate insurance cover in respect of such risks and shall furnish the Manager with a copy of the insurance policy,

- c. If there are any act, omission or neglect of the Contractor, his agents, servants, workmen or others, or of any sub-contractor employed by him, cause or suffer any damage to any property whatsoever in the execution of any works under this Contract, such damage may be made good by the Manager at the cost of the Contractor and the Contractor shall on demand pay the damages to the Manager.

20. Injury to Workmen

- a. The Manager shall not be liable for or in respect of any damage or compensation under the relevant legislation, or at common Law in consequence of any accident or injury to any workman or other person whether in the employment of the Contractor or any sub-contractor and the Contractor shall indemnify and keep indemnified the Manager against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- b. The Contractor shall take out adequate insurance against all liability to pay demands of compensation as aforesaid in respect of all workmen and other persons who may be employed to carry out the works and shall furnish the Manager with a copy of the insurance policy.
- c. If the Contractor shall fail to effect and keep in force the insurance as mentioned above, then and in any such case the Manager may effect and keep in force such insurance and pay such premium or premiums as may become due and recover the same as a debt from the Contractor.
- d. In the event of any workman or other person employed in the works or in connection with the Contract whether in the employment of the Contractor or a sub-contractor suffering any personal injury and whether there is a claim or compensation or not, the Contractor shall without delay give notice in writing of such personal injury to the Manager.

SPECIFICATIONS

The specific methods to be employed by the Contractor for cleaning certain areas and surfaces are listed below. These methods to be employed by the Contractor are designed to ensure that regular maintenance is carried out at the highest quality.

A Environmental Standard

Legislation: Comply with all environmental legislation of Hong Kong Special Administrative Region in respect of controlling air pollution, water pollution, waste disposal and ozone depletion, etc.

Green Practices: Carry out good environmental practices in carrying out the works for conserving the global & local environment. Such practices shall include but not be limited to the conduct waste separation & recycling programmes and replacing all chemical based cleaning agents by other natural/organic alternatives.

Health & Safety: Make every endeavour to protect the indoor environment with a particular attention to health and safety of the occupants, visitors and workers in the Building.

B. Mosaic Tiles

Sweep clean of all dust – scrub with approved liquid detergent solution – wash down thoroughly with clean water – remove all excessive water from surface with clean cloth. An approved water emulsion polish may be applied to mosaic tile walls and dados where a highly polished finish is desirable.

N.B. – Avoid unsafe cleaners that will eat away the concrete grouting surrounding the tiles.

C. Terrazzo

Sweep clean of all dust – scrub with approved liquid detergent solution – wash down thoroughly with clean water – remove all excessive water from surface with clean cloth. An approved water emulsion polish may be applied to mosaic tile walls and dados where a highly polished finish is desirable.

N.B. – Avoid unsafe cleaners, acids or other corrosive liquids that may eat the concrete matrix away from the marble chips.

D. White or Coloured Rubbed Granite

Sweep clean of all dust – scrub with approved liquid detergent solution – wash down thoroughly with clean water and remove all excessive water with clean cloth.

N.B. – Avoid the use of metal brushes or wire wool.

E. Marble

Sweep clean of all dust – scrub with warm water and a non-caustic detergent. Wash down with clean water and remove all excessive water with clean cloth. The surface may be polished where a brilliant finish is desirable. As required, the following non-slippery liquid wax may be applied onto marble finishes:

- (i) Canadian Wax;
- (ii) 63 Cleaner Wax;
- (iii) 62 Poclean 62.

N.B. – Avoid the use of acid which is harmful to marble.

F. Thermo-Plastic (asphalt or Viny) Tiles

Sweep clean of all dust – wash with a weak solution of approved liquid detergent, wash down thoroughly with clean water and dry with clean cloth. Apply a thin film of water emulsion Polymer type polish which is self-polishing and dries with a bright surface in about 20 minutes. After repeated applications of polish, a “build-up” old polish may occur – this may be removed by the use of an approved concentrated detergent cleanser of the appropriate type of stripping agent.

G. Quarry Tiles

Sweep clean of all dust – scrub with an approved liquied detergent solution - wash down thoroughly with clean water and dry thoroughly with clean cloth. If a dust free surface is required a coat of spirit solvent wax can be applied. Allow to dry out and when thoroughly dried buff to a brilliant finish preferably with a suitable polishing machine. Do not use pigmented polishes without prior consent from the Manager.

H. Teak Block Floors

Sweep clean of all dust – apply a film of spirit solvent wax (do not use water emulsion wax unless the floor has been thoroughly sealed), or, where the traffic density is high, natural paste wax. Allow the liquid polish time to harden. Buff daily with a suitable polishing machine.

I. Glazed Tiles

Brush clean of all dust – scrub with an approved liquid detergent solution – wash down thoroughly with clean water and dry thoroughly with clean cloth.

N.B. – Each operator should clean, rinse and dry an area of about 1m² at one time. This allows time to rinse before the cleaning solution has had time to dry and cause streaks.

J. Linoleum

As for Theremo-Plastic Tiles.

N.B. – High quality paste wax and spirit solvent wax can be used if traffic conditions are heavy. They should be applied generously, allowed to dry thoroughly and then buffed to a brilliant finish using a suitable polishing machine.

K. Rubber Flooring

- (i) Before waxing it is essential that the surface should be perfectly clean. When cleaning rubber flooring it is essential to avoid excessive use of water as this might creep between the joints of the flooring and affect the adhesion of the rubber to the sub-floor. The best method of cleaning of the rubber floor is by means of a paste cleanser applied with a damp cloth. Thorough rinsing is essential, again a minimum amount of water should be used and the floor dried thoroughly with a clean cloth. Good quality bar or liquid soap can also be used but soft soaps with high alkalinity, liquids containing essential oils (e.g. turpentine and pine oil) and coarse abrasives should be avoided.
- (ii) When clean, the floor should be treated with an approved water emulsion Polymer type polish, which should be allowed to dry thoroughly before traffic is allowed to pass over it.

N.B. – Solvent based waxes should not be used on rubber floors. White spirit and other solvents such as petrol, benzine and paraffin attack rubber flooring causing it to become soft and sticky and “bleeding” of colours may occur.

L. Cork Flooring

- (i) The floor should first be cleaned with a good quality neutral soap or detergent. A minimum amount of water should be used as excess of water may seep between the tiles and loosen them from the floor. The floor should then be rinsed with clean water and thoroughly dried. Then dry steel wool (or gauze) may be used to remove stains and clean badly soiled areas.
- (ii) When dry, the floor should be sealed with either a polyurethane or oleoresinous seal. Such sealing is a specialized process and should not be attempted other than under experienced supervision. If the floor is not sealed, it then requires to treat the surface with several coats of high-grade polish or to fill up the pores. Over this base any polish including emulsions can be used. However, whatever polish is applied, it is to be stripped at regular intervals and followed by frequent maintenance detailed below.
- (iii) For subsequent maintenance, an occasional application of floor wax, either solvent bound or an emulsion polish will considerably extend the life of the seal and provide a better resistance to scuff marks.

M. Painted Surface (Oil)

- (i) Flat finish: Remove all surface dust with a soft brush, wipe down with damp cloth containing weak approved detergent solution. Wipe down with a clean damp cloth. Persistent stains may be removed by the sparing use of a fine abrasive paste or powder.
- (ii) High gloss finishes: As above, but do not use any form of abrasive to remove stains. The use of washing soda or any other highly alkaline material should also be avoided. For a superior finish a high quality paste wax can be applied and buffed to the required finishes.

N. Stainless Steel

To maintain the original bright and clean appearance, accumulation of deposit from the atmosphere must be prevented. Frequent careful washing with soap and water or an approved detergent solution will maintain appearance indefinitely. Avoid the use of abrasives and steel wool. Accumulated dirt may be removed by the use of nylon web pad.

O. Bronze Finishes

- (i) Bright bronze must be kept free from dust during the process of toning down, so that the atmosphere may act on it evenly until the required colour is obtained. This action must then be checked and the surface preserved by building up on it (by frequent applications of wax polish) a coating of hard wax, impervious to moisture and easily polished.
- (ii) Chemically toned bronze requires the action of the atmosphere for a short time after fixing to “see” it to its permanent shade, during which it should be kept free from dust by occasionally cleaning with a little petrol. After which the surface should be protected in the same way as natural toned bronze.

N.B. – The usual kinds of metal polish, and woiil such as paraffin, should on no account be used. An approved natural wax may be used, apply with a cloth pad, allow to dry out and when thoroughly dry, buff to a brilliant finish.

P. Aluminum

Thoroughly wash down with water containing non-alkaline soap or detergent and dry thoroughly with clean cloth. Accumulated dirt may be removed by the use of nylon pad. Occasional application of a wax polish may preserve an attractive appearance.

N.B. – Avoid the use of abrasive and steel wool.

Q. Chrome Finishes

Chrome finishes rarely require anything more than a rub down with a soft cloth, but to prevent pitting such finishes may be cleaned once a month with chrome cleaners.

R. Carpet Shampooing/Dry Cleansing

- (i) Rotary Brush Method – Dry vacuum the area first, then shampoo carpeting carefully with a good quality appropriately diluted liquid shampoo & to comply with the manufacturer's instructions for operating the rotary machine. Use wet vacuum immediately to remove excessive water and slurry. After shampooing brush the carpet pile in the direction with a carpet pile brush and warn users not to walk on the carpet until it is completely dry. As a final operation, dry vacuum on the following day to remove any loose fluff and lint loosened by the refinishing process.
- (ii) Dry Foam Method – Use a pile-lifting machine to run over the area first. A fully automatic dry-foam machine which converts the liquid shampoo & into a foaming fluffy solution will be operated (i) lay the fluffy solution, (ii) scrub with brushes in one pass and in one direction and (iii) immediately suck up the slurry.
- (iii) Steam Extraction Method – Use a fully automatic steam machine to jet heated solution of appropriately mixed water and shampoo into the carpet under pressure in one pass and in one direction and remove all loosened dirt instantly by simultaneous vacuum action.

N.B. – Before cleaning carpets with any of the above methods, it is essential to clear the room of all light furniture and scrub a small area to check for colourfastness and backing wetness. Only skilled operators are allowed to carry out such carpet shampooing and great care must be taken to prevent shrinkage and overwetting. A second pass may be necessary in heavily soiled areas.

SERVICE SCHEDULE

Areas & Facilities	Description of Services	Daily	Weekly	Monthly	Quarterly

PARTIES:-

The Manager
Jones Lang LaSalle Management Services Limited

Signed by
For and on behalf of)
The Manager)
)

The Contractor
<Name of the Contractor>

Signed by
For and on behalf of)
The Contractor)
)

APPENDICES OF THE CONTRACT

I. Proposed Cleaning Service for the Occupants' Internal Areas with Unit Rates

Scope of Services :	a.
	b.
	c.
	d.
	e.
	f.
	g.

Unit Rate : HK\$ _____ per sq.ft.(net) per month

Minimum Charge : HK\$ _____ per occupant's unit per month

Carpet Shampooing : HK\$ _____ per sq.ft.

II. Proposed Debris Removal Services for the Manager with Service Charge Rates

a. Rubbish Removal from an location & cleaning up services:

HK\$ _____ per job

b. Removal of a large quantity debris from the building:

HK\$ _____ per truck

III. Proposed Initial Deep Cleaning Services for the Building with the Charge Rates

Services Areas:	a.
	b.
	c.
	d.
	e.
	f.
	g.
	h.
	i.
	j.
	k.

Time Required : _____ Working days

Charge : HK\$ _____

IV. Proposed Charges for provision of Cleaner(s) During Typhoons and Emergencies

Charge : HK\$ _____ per man per hour

Minimum Man Hours Required : _____ Man Hour(s)

V. Proposed Charges for Provision of Additional Cleaners

a. HK\$ _____ per man per hour (Day Time)

b. HK\$ _____ per man per hour (Night Time)

Minimum Man Hour Required : _____ Man Hours

VI Proposed Charges for Provision of Extra Cleaning Works for the Curtain Wall or Glazed External Walls (if any) (Optional)

Time required : _____ working days for job

Costs : HK\$ _____ per job