

Cleaning Services Agreement

(PLEASE FILL IN USING CAPITAL LETTERS)

Sodexo client nr. (If electronic service vouchers): _____

Between:

1. **The Contractor: Active Cleaning Services SRL** with its registered office at Boulevard du Triomphe 137, 1160 Auderghem and
2. **The Client:** (Mrs. / Mr.)
Address
.....

Email:

NISS: Date of birth

Telephone number: GSM

Contact person (ex.: door closed):

Last Name/ First Name:

Tel/GSM:

Number of desired working hours:hours (min 3H end max 9H by day)

☐ **Weekly**

☐ **Every 15 days**

Desired days:

☐ **Monday** from..... To Hours

☐ **Tuesday** from..... To Hours

☐ **Wednesday** from..... To Hours

☐ **Thursday** from..... ToHours

☐ **Friday** from..... To Hours

Benefits

Desired benefits:

☐ **Cleaning**

☐ **Laundry care**

☐ **Preparing meals at home**

☐ **Ironing at home**

Service Vouchers:

☐ **Regular service vouchers (paper format)**

☐ **Electronic service vouchers**

Are you or another person present during the service?

- ☐ Yes
- ☐ No

Door opening and closing:

- ☐ Client present
- ☐ Key
- ☐ Code
- ☐ Key + code

Maintenance specifics concerning maintenance equipment, furniture or other:

.....
.....

Do you have any pets?

- ☐ Yes
- ☐ No

If yes, please specify

What arrangements do you have for your pets when the household helper is at your place?

.....

Description of your place

Surface (m²)

Floor numbers.....

Room numbers.....

Bathrooms and

Lavatory.....

Other: ☐ **Office** ☐ **Dressing** ☐ **Playroom** ☐ **Laundry**

Specific chores:

Tidy up

- ☐ Each time
- ☐ Once per month
- ☐ Once every 3 months
- ☐ Once every 6 months
- ☐ Once a year
- ☐ Never

Oven:

- ☐ Each time
- ☐ Once per month
- ☐ Once every 3 months
- ☐ Once every 6 months
- ☐ Once a year
- ☐ Never

Fridge:

- ☐ Each time
- ☐ Once per month
- ☐ Once every 3 months
- ☐ Once every 6 months
- ☐ Once a year
- ☐ Never

Basement:

- ☐ Each time
- ☐ Once per month
- ☐ Once every 3 months
- ☐ Once every 6 months
- ☐ Once a year
- ☐ Never

Attic:

- ☐ Each time
- ☐ Once per month
- ☐ Once every 3 months
- ☐ Once every 6 months
- ☐ Once a year
- ☐ Never

Windows:

- ☐ Each time
- ☐ Once per month
- ☐ Once every 3 months
- ☐ Once every 6 months
- ☐ Once a year
- ☐ Never

In order to process your requests and your file, we must have access to certain personal information (email address, telephone number, postal address, etc.).

Do you agree with The General Data Protection Regulation (GDPR)?

(You can find the consent clause on www.activecleaning.be)

- ☐ Yes, I agree.

Background:

A. the Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide cleaning services to the Client;

B. the Contractor is agreeable to providing such cleaning services to the Client on the terms and conditions set out in this Agreement;

In consideration of the matters described here above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor agree as follows:

Article 1 : Objet

Active Cleaning Services SRL agrees to:

Provide help at home as cleaning activities that include:

- House cleaning;
- Washing and ironing the laundry;
- Occasional little sewing work;
- Small shopping errands;
- Cleaning of the residential windows that not require to climb up more than 3 steps on the ladder;

Please note: washing the windows on balconies and terraces can only be done on condition that the feet remain on the ground, please do not ask to the housekeeper to wash the windows or terraces outside in the event of frost, rain or strong heat.

Therefore, the following activities are prohibited:

- The care of children or animals;
- Painting work;
- All gardening work;
- Maintenance of common areas (staircase of apartment, building, etc.);
- Car cleaning and washing;
- DIY work;
- Homecare, nursing;
- Cleaning of animal or human excrement, etc.

Keep the confidentiality of the information given by the Customer (the registration to the Sodexo service vouchers system it is made in collaboration with Sodexo).

Article 2: Terms and termination of agreement:

The present agreement is concluded for:

- An indefinite period;

This agreement can be terminated without prior notice by the Client after the first service in the event of discontentment by sending a registered letter or email to the company Active Cleaning Services (trial period).

In addition, the present agreement may, whatever its duration, be terminated by both parties by registered letter or by sending an email at contact@activecleaning.be with a prior notice of 1 month. The notice applies to 3 working days after sending the registered letter or the email.

In the event of non-compliance with this clause, Active Cleaning Services SRL will be entitled to charge you the hours lost during the notice period (at the price / hour that Sodexo refunds to the Contractor).

Active Cleaning Services reserves the right to terminate the contract without notice in the event of non-compliance with this agreement.

Article 3 : Customer's commitments :

- Do not require to the housekeeper dangerous or too hard tasks (as moving furniture), unsuitable or in violation with the basic rules of hygiene;
- Ensure that the provided equipment is operating in proper conditions, the quality and the quantity of the cleaning materials are sufficient and labeled (check the annex 01);
- Guarantee a minimum of order in the house by clearing the premises, so that the housekeeper can clean effectively and safely.
- Do not ask to perform any tasks other than those for which the agreement is signed;
- Do not ask to perform any other activities than those provided for by the law as regarding the service vouchers (art. 1 of the Royal Decree from 12th of December 2001 concerning the service vouchers published in Moniteur Belge on 22nd of December 2001). More information?
- For Wallonia and Brussels: www.titresservices2016.be;
- For Flanders: www.diens-tencheques2016.be
<http://www.werk.be/onlinediensten/dienstencheques>
- To inform the Contractor in case of contagious disease in order to prevent the spread of the disease;
- Indicate the presence of animals in the house;
- Ensure that the work of the housekeeper take place in suitable conditions as regarding safety, hygiene and health;

If paid by **regular service vouchers**, the Client hand it the same day of the benefit to the housekeeper filled in with the date when the benefit took place and signed.

The Client must ensure that the service vouchers given to the housekeeper are not out of date, otherwise the Client will have to replace it.

If paid by **electronic service vouchers**, the Client must confirm the benefit via Sodexo website upon email receipt.

The Client is asked to fulfill the payment within 15 days at the latest.

In case of delay in payment, Active Cleaning Services SRL reserves the right to stop any benefit to the default Client.

This Agreement will be governed by and construed in accordance with the laws of the Kingdom of Belgium. The parties submit all their disputes arising out of or in connection with this agreement to the exclusive jurisdiction of the Courts of Brussels. The Contractor reserves the right to stop any service for the Client in default and in the event of a prolonged dispute and to file a claim before the Commercial Court of Brussels to recover its damage.

Article 4: Benefit terms

Within the work regulations, work schedules, activity plan of the housekeeper as well as the access to the Client's house will be established between the Contractor and the Client.

The service may take place from Monday to Friday, from 8:00 AM to 6:00 PM for minimum 3 hours a day and maximum 9 hours a day.

Our personnel are paid by hour, they are not allowed to work half hours or less in the case the Client need the service more time than the initial request.

Our housekeepers do not work on weekends and public holidays. For services falling on a public holiday, the Client can request that the service be moved to another day of the week (depending on the availability of their usual housekeeper) or request a replacement.

If the number of hours provided or schedule change, the Client will give notice to Active Cleaning Services SRL 15 days in advance by email at contact@activecleaning.be

The Client who goes on holiday or who doesn't need the services of the housekeeper during a period will have to notify Active Cleaning Services SRL 15 days in advance by email at contact@activecleaning.be

Our workers undergo continuous training, external and internal, with coaches (experienced housekeepers trained to guide colleagues in different situations).

This means that there is the possibility that with your prior agreement, your housekeeper to be accompanied by a coach and be trained directly at your place.

We also organize training with a coach at your place upon request in order to improve specific points in the usual cleaning of your housekeeper.

With your prior agreement, the Contractor reserves the right that one of its representants to accompany the worker to your place where the benefit should take place before the first service in order to ensure that the measures of the well-being and safety of the worker while performing her/his work are respected.

Article 5: General agreements

The Contractor's worker can keep the key of the house only if the Client gives his /her express authorization by written and after informing the representant of Active Cleaning Services SRL.

The housekeeper is under the authority of Active Cleaning Services SRL.

If the Client has a complaint to make, he/she has to address it to Active Cleaning Services SRL.

Article 6 : Absence from work

The Contractor ensure that the work is carried out correctly using competent workers according to the agreed schema.

In the event of unexpected inability of the housekeeper, Active Cleaning Services will then make every effort to provide a replacement if the Client wishes. However, this cannot be guaranteed. In case of replacement, there could be modifications in the working hours and/or the date. As far as possible, the Contractor notifies the Client as soon as possible of any changes in the work schedule.

Article 7: Unscheduled Customer's absence

Order of ONEM:

If the worker could not execute the tasks provided due to Client's negligence/ unscheduled absence (except for emergencies) and this one doesn't inform Active Cleaning Services SRL 15 days in advance, the Contractor can claim the amount for equivalent hours (at the price / hour that Sodexo refunds to the Contractor) usually provided in order for its worker to be able to complete her/ his schedule and have a fixed income.

Article 8: Loss and theft

The Client must always exercise the most elementary prudence regarding money and valuables objects.

In case of suspected theft by the worker, the Client must always notify the Contractor and immediately make a statement to the police and ask a copy of it.

Only the worker can be prosecuted for theft.

Article: 9 Insurance

The Contractor warrants that it is adequately insured for injury to its employees and other incurring loss or injury as a result of acts of Contractor or its employees.

Any damage report or accident report should take place within 48 hours at least to Active Cleaning Services SRL. The insurance company will assess the responsibility of the housekeeper for the damage.

In case of acceptance of the damage, the damage will be repaired upon presentation of the purchase or repair invoice of the damaged property / equipment, taking into account its state of dilapidation. The Contractor is responsible for the workers compensation insurance allowances legally owed in case the worker is a victim of a work accident or an accident on the way to work. In case of material damage, the Client must immediately notify the Contractor.

However, to avoid any abuse, small damages as broken dishes or trinkets will not be insured. The Contractor disclaims liability for all damage caused by normal use and wear of the cleaning equipment. As regarding the bigger damages, larger than 250€, the file will be sent to the insurance company.

Please be aware that:

- For the safety of your housekeeper and your own goods, please ensure a safe environment with quality and not used equipment (we do not intervene for damage to very old and used goods because in this case it is breakage due to wear).
- Don't forget to maintain your household appliances in order to increase their lifespan and optimize their performance (regular maintenance to limit the appearance of limescale and also to replace your tap water with demineralized water, the cost is certainly higher but the iron will be better maintained and its life expectancy will be longer). After that, if any parts are defective you could apply for the 2-year commercial appliances warranty (see the store).
- For their security and in order to not create any damages to your furniture and floors Active Cleaning's workers are not allowed to move any furniture or very heavy goods.
- For any declaration of loss or accident of less than 250 euro, in the event of acceptance, it will be the Contractor who will intervene, for any higher amount it will be the insurance.

<u>Article: 10 Discrimination:</u>

Active Cleaning Services cares that all workers are treated with dignity and respect and wants to let you know what you can and should do to maintain a workplace free from all forms of discrimination, harassment, including sexual harassment, and abuse of power:

Definitions:

1.1 Discrimination means any unfair treatment or arbitrary distinction based on race, sex, religion, nationality, ethnic origin, sexual preference, disability, age, language, social origin or any other quality. It can target a specific person or group of people or take the form of harassment or abuse of power.

1.2 Harassment is any behavior that is unacceptable or inappropriate, reasonably proper or likely to shock or humiliate. It may include words, gestures or actions likely to annoy, shock, hurt, demean, intimidate, belittle, humiliate or embarrass others or create a climate of intimidation, hostility or of vexation. Harassment usually involves a series of incidents.

1.3 Sexual harassment is any unwelcome sexual advance, request for sexual favors or any other verbal or physical behavior with a reasonably inherent sexual connotation that creates an atmosphere of intimidation, hostility or vexation at the workplace.

1.4 Abuse of power is the misuse of a position of influence, power or authority at the expense of another. It consists in its aggravated form in the fact for the author to use his quality to influence unduly the career or the conditions of employment of others. It can also consist of creating a climate of hostility or vexation in the workplace through intimidation, threats, blackmail or coercion.

Every worker has the right to be treated with dignity and respect and to work in an environment free from discrimination, harassment and abuse. All forms of discrimination, harassment, including sexual harassment, and abuse of power are therefore prohibited and punishable by law.

Article: 11 Disputes

If problems related to the application of this agreement will appear, both parties will make every effort to find a solution.

In case of non-compliance with this agreement, Active Cleaning Services SRL reserves the right to terminate it without notice.

The present agreement is concluded in 2 original copies and each side acknowledge having received one.

You can contact us:

Email: contact@activecleaning.be

Phone number: 022 303 303

Brussels,//

For approval,

Active Cleaning Services SRL

For approval,

The Client

ACTIVE CLEANING
SERVICES SRL
0847858182

VÉRIFIEZ SI VOUS POSSÉDEZ LE MATÉRIEL
D'ENTRETIEN MÉNAGER ADÉQUAT
À L'AIDE DE NOTRE CHECK-LIST !

1. En général

- ☐ Manche télescopique pour balai, tête de loup, mop, dont la taille doit correspondre à la hauteur de l'épaule de l'aide-ménagère

2. Travail en hauteur

- ☐ Marchepied
- ☐ Escabeau stable (3 marches max.), idéalement avec garde-corps

3. Dépoussiérage (meublier, sols et autres surfaces)

- ☐ Tête de loup télescopique
- ☐ Microfibres (en suffisance, idéalement une par usage spécifique)
- ☐ Aspirateur compact, léger et avec manche réglable
- ☐ Balai à manche télescopique
- ☐ Ramassette avec manche
- ☐ Plumeau (avec manche de +/- 90 cm)

4. Nettoyage des sols à l'eau

- ☐ Grand seau (10L) avecessoreuse
- ☐ Seau de petite taille (5L)
- ☐ Mop ou microfibre avec manche télescopique

5. Nettoyage des sanitaires

- ☐ Brosse WC
- ☐ Raclette de douche

6. Nettoyage des vitres et miroirs

- ☐ Microfibre spéciale vitre
- ☐ Petite raclette

7. Repassage

- ☐ Planche réglable
- ☐ Fer à vapeur (suffisamment puissant)
- ☐ Allonge électrique
- ☐ Vaporisateur d'eau

N'hésitez pas à en discuter avec votre aide-ménagère !

En fonction des surfaces à nettoyer, elle aura peut-être d'autres besoins spécifiques de matériel.





Check if you have the adequate housekeeping equipment!

1. **Generally:** - telescopic handle for broom, mop, whose size must correspond to the height of the shoulder of the housekeeper.
2. **Work at height:** footboard, ladder (3 steps maximum) ideally with railings.
3. **Dusting:** mop, microfiber cloth, vacuum cleaner, broom with telescopic handle, dustpan with handle, feather duster with handle +/- 90cm.
4. **Floor cleaning:** large bucket (10 l) with wringer, small bucket(5l), microfiber mop with telescopic handle.
5. **Bathroom and lavatory cleaning:** WC brush, shower squeegee.
6. **Windows and mirrors cleaning:** microfiber cloth for windows, windows squeegee.
7. **Ironing:** adjustable ironing table, steam iron, electrical extension cord, water spray.

Do not hesitate talking with your housekeeper!

Depending of the surfaces to clean she may need specifics products and equipment.