

GUIDE TO COMPLETING AGREEMENT FOR THE PROVISION OF CLEANING SERVICES

DESCRIPTION OF AGREEMENT

This Agreement should be used by School Councils wishing to engage a cleaning company or contractor (Service Provider) to provide cleaning services to the School.

WHEN TO USE

To engage a Service Provider to provide a cleaning service.

Note: All Victorian Government Schools must engage the services of a cleaning contractor that has obtained Panel Status with the Department. The Panel is administered by the Department's Contract Cleaners Assessment Committee. To achieve Panel status, contract cleaners must meet a number of assessment criteria.

WHEN NOT TO USE

1. Provision of services other than cleaning services

This Agreement must not be used for any services other than cleaning services. To obtain other services, the [Agreement for the Provision of Services](#) should be used instead.

2. Employment of staff

This Agreement must not be used as an employment agreement with an employee. In this situation, the School Council should contact the Legal Division for advice.

3. Acquisition of Goods

This Agreement must not be used for the acquisition of goods. The [Agreement for the Supply of Goods](#) should be used instead.

HOW THE AGREEMENT WORKS

When a School Council appoints a cleaning Service Provider under this Agreement, the Service Provider is bound to provide the School Council:

- with the **Services** (described in Schedule 3 of the Agreement);
- pursuant to the **Fees** (set out in Schedule 2 of the Agreement);
- on the **terms and conditions** (set out in the 'Agreed Terms' of the Agreement); and
- for the **Term** of the Agreement (described in clause 2 and set out in Schedule 1, Item 2 of the Agreement).

IMPORTANT NOTICE

YOU MUST NOT ADD, DELETE OR AMEND THE AGREEMENT IN ANY WAY (OTHER THAN AS SET OUT IN THIS GUIDE). THE AGREEMENT IS A LEGAL DOCUMENT AND ANY ALTERATION TO ITS TERMS MAY HAVE A SIGNIFICANT EFFECT.

IF YOU CONSIDER THAT AN ALTERATION MUST BE MADE (OTHER THAN AS SET OUT IN THIS GUIDE), YOU MUST SEEK LEGAL ADVICE BEFORE AN AUTHORISED REPRESENTATIVE OF THE SCHOOL COUNCIL SIGNS THE AGREEMENT.



Guide to Completion

STEP NUMBER	INSTRUCTIONS	COMPLETED?
Step 1	SCHEDULE 1, ITEM 1(a) Complete the following details of the School Council: <ul style="list-style-type: none"> • Full name of School Council; • ABN; and • Address of School Council 	<input type="checkbox"/>
Step 2	SCHEDULE 1, ITEM 1(b) Complete the following details of the Service Provider: <ul style="list-style-type: none"> • Full legal name; • ABN; and • Registered address or principle place of business <p>NOTE: <i>these details must be identical to the details of the Service Provider stated in the Panel Agreement</i></p>	<input type="checkbox"/>
Step 3	SCHEDULE 1, ITEM 2	
3.1	Commencement Date: insert the date that the agreement is to start. If the Agreement is to commence on the date the last person signs the Agreement, you can insert 'The date on which the last party signs the Agreement'	<input type="checkbox"/>
3.2	Completion Date: insert the date that the agreement is to end. Note: <i>this date should not be more than 3 years after the Commencement Date</i>	<input type="checkbox"/>
3.3	Further Term(s): The Agreement allows Schools to have the option of extending the term of the Agreement if they choose. If the school wants the <i>option</i> of extending the Agreement then insert details of how many further terms are required. Example: "Two options, for a further period of 12 months each" Note: <i>each Further Term should be no longer than 12 months, and there should be no more than two x 12 months Further Terms available.</i> If the School does not want the option of extending the Agreement then insert 'Not Applicable'.	<input type="checkbox"/>

Step 4	SCHEDULE 1, ITEM 3	
4.1	<p>Complete the details of the School Council Representative who is the person at the school who will be responsible for administering the Agreement, and liaising with the Service Provider:</p> <ul style="list-style-type: none"> • Name of person • Job Title • Telephone number • Mobile number • Email address; and • Mail address 	<input type="checkbox"/>
4.2	<p>Complete the details of the Service Provider Representative who has been nominated by the Service Provider as the contact person for the School:</p> <ul style="list-style-type: none"> • Name of person • Job Title • Telephone number • Mobile number • Email address; and • Mail address 	<input type="checkbox"/>
Step 5	<p>SCHEDULE 1, ITEM 5</p> <p>Service Provider's key staff:</p> <ul style="list-style-type: none"> • Insert the names of the key staff, their position descriptions, and their Working with Children's Check numbers if the staff will be attending the School. <p>EXAMPLE: John Smith, Cleaner, WWCC #1234567</p> <p>Only the staff specified in Item 5 may perform the Services (see clause 4 of the Terms and Conditions).</p> <p>Clause 23 outlines the requirements for WWCC and Police Checks.</p>	<input type="checkbox"/>
Step 6	<p>SCHEDULE 1, ITEM 6</p> <p>Tender Documentation</p> <p>If the Service Provider was selected under a tender process, then insert:</p> <ul style="list-style-type: none"> • The date of the Service Provider's tender where specified; and • The date the Service Provider's tender was received by the School Council where specified; and • Annex the tender documents to the back of the 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

	<p>Agreement</p> <p>If no tender documentation exists, insert "Not applicable".</p> <p>Note the following Departmental policies on quotes and tenders:</p> <ul style="list-style-type: none"> • <i>For purchases of services valued at <u>less than \$25,000</u>: at least one written quote must be obtained;</i> • <i>For purchases of services valued at between <u>\$25,000 and \$150,000</u>: at least three written quotes must be obtained;</i> • <i>For purchases of services valued at <u>\$150,000 or greater</u> a public tender must be conducted.</i> <p>For more information in relation to Schools Procurement Policies, see Policy and Advisory Library Procurement – Schools page</p>	
Step 7	<p>SCHEDULE 1, ITEM 7</p> <p>Insert the Service Provider's labour hire licence number.</p> <p>Clause 25 outlines the requirements for labour hire licences.</p>	<input type="checkbox"/>
Step 8	<p>SCHEDULE 2 – FEES</p> <p>Insert the fees to be paid by the School Council to the Service Provider for the provision of the Services. GST should be shown separately.</p> <p>Where relevant and dependent on contract value, milestones are to be specified. The Schedule should clearly state that payment will only be made once assessment of milestones and certification is complete to the satisfaction of the School Council Representative.</p> <p>For more information about milestones, please contact the School Procurement Branch at schools.procurement@education.vic.gov.au</p>	<input type="checkbox"/>
Step 9	<p>SCHEDULE 3 – SERVICES</p> <p>Insert the following details in Schedule 3:</p> <ul style="list-style-type: none"> • Floor plan drawings showing where the Services are to be performed; and • A completed Services description document - See our note below to assist you with completing the checklist in Schedule 3 <p>Note on 'Schedule 3 - Services':</p> <p><i>'Schedule 3 - Services' is important as it sets out the details of the cleaning services you require to be provided to the school under the Agreement. This checklist enables the school to customise its cleaning requirements by identifying its particular needs. The</i></p>	<input type="checkbox"/>

	<p><i>checklist seeks to assist the school in identifying the areas of the school to be cleaned (e.g. Entrance Foyer), a description of the item to be cleaned (e.g. Carpet), the action to be undertaken (e.g. Vacuum) and how often this is to occur (e.g. Mon, Tues and Wed).</i></p> <p><i>The "Notes" section allows the school to include any special requirements or specific instructions to the Service Provider that the school might have for each item.</i></p> <p>You need to ensure that you include in this section exact details of the school's cleaning requirements.</p> <p>We suggest that you:</p> <ol style="list-style-type: none"> 1. Go through the list of cleaning areas/ Descriptions/ Actions 2. Select the Areas/ Description/ Action by ticking the box 3. Go through the School Day Cleaning Routine first. Circle the particular days that the area requires cleaning. In the "Note" section list further requirements. 4. Go through the Weekly Cleaning Routines. Select the areas/duties required to be cleaned by the Service Provider by the end of the week. You can include specific days in the Notes section (if required). 5. Go through the Term Vacation Cleaning Routine. Select the areas/duties required to be cleaned by the Service Provider during the Term Vacation Clean. 6. Go through the Annual Cleaning Routine. Select the areas/duties required to be cleaned by the Service Provider during the Annual Cleaning Routine. 7. Make sure that what is selected is adequate for the school. If the school needs further cleaning add it to the "other" section of the list. 8. If further assistance is required please email regional.cleaning@education.vic.gov.au <p>Special Notes: <i>In choosing the daily cleaning routines, ensure sufficient attention is given to toilets, sick bays, and food preparation areas.</i></p> <p><i>If the area (Kitchenette) does not apply to your school, disregard it from the schedule by crossing it out or deleting it.</i></p>	<div style="display: flex; flex-direction: column; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div>
Step 10	SIGNING THE AGREEMENT	

<p>10.1</p>	<p>After steps 1-8 have been completed, turn to the execution page of the agreement (located on page 16, before Schedule 1).</p> <p>If the Service Provider:</p> <ul style="list-style-type: none"> • is an individual, have the Service Provider sign, print their name and insert the date where indicated. Their signature must be witnessed by another person, and that person must also sign and print their name where indicated; or • is a company, insert the name and ACN of the company, have two directors or a director and company secretary of the Service Provider sign, print their name and insert the date where indicated. <p>Information about the Company Director(s) and/or Company Secretary can be checked against details in the Panel Agreement</p> <p>NOTE: <i>it is possible to sign the Agreement electronically (see clause 25.10).</i></p> <p><i>Electronic execution by individuals: Electronic execution is acceptable and can be effected by:</i></p> <ul style="list-style-type: none"> • <i>using a platform like Docusign or iPad pen (subject to whether counterparties have access to it); or</i> • <i>attaching signature image.</i> <p><i>Legal Division recommend that the Agreement is executed by way of counterparts to ensure that DET can secure the documents before issuing and avoid having to sign first.</i></p> <p><i>Electronic execution by companies: Company director/secretary could sign electronically (adopting e-Platform) where it has been authorised to do so by a resolution of the directors, but Legal Division strongly recommend that the document authorising the signing individual to execute on behalf of the Corporation is reviewed (e.g. company constitutions, director resolutions, etc), particularly for high risk/value agreements.</i></p> <p><i>Alternatively, attorney could sign on behalf of a corporation electronically provided a valid power of attorney executed exists.</i></p>	
<p>10.2</p>	<p>The School Council should only sign after the Service Provider has signed.</p> <p>Insert the name of the School Council and have the President of the School Council and a witness sign, print their name and insert the date where indicated.</p> <p>NOTE: <i>it is possible to sign the Agreement electronically (see clause 25.10).</i></p>	

	<p><i>Electronic execution by the School Council President is acceptable and be effected by:</i></p> <ul style="list-style-type: none"> • <i>using a platform like DocuSign or iPad pen (subject to whether counterparties have access to it); or</i> • <i>attaching signature image.</i> 	
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