



CLEANING SERVICES LTD · TRADING SINCE 2012

CLIENT INFORMATION GUIDE

Interim cleaning cover during a contractor change

TUPE, short-term cover, and changing cleaning contractors responsibly

We Care Because You Do

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Who it is for Facilities, office and operations managers whose cleaning contract is ending, who are retendering, or who need cover while they appoint a permanent provider

What it is General information about how TUPE can affect a change of cleaning contractor, and how CQD's interim cover works. **It is not legal advice**

READ THIS FIRST

This guide explains, in plain English, how the TUPE regulations can affect a change of cleaning contractor, and how CQD provides clearly defined, short-term interim cover while you complete a proper selection process.

It does not tell you what the law requires in your particular case. Only your own legal adviser can do that. Whether TUPE applies turns on the facts, and may ultimately be decided by an employment tribunal.

We will never present interim cover as a way of avoiding employment obligations. If TUPE applies, we say so and we deal with it properly.

1 CHANGING YOUR CLEANING CONTRACTOR

Ending a cleaning contract, whether because standards have slipped, the contract has run its course or your needs have changed, can leave a gap. Floors still need cleaning, washrooms still need servicing, and your people still need a safe, hygienic workplace while you find the right long-term provider.

What this guide covers:

- The basics of TUPE when cleaning contractors change.
- When short-term cover may be treated differently, and the real limits of that.
- How CQD's interim cover service works, step by step.
- A practical checklist for your transition, and the form of letter we issue before cover begins.

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TUPE AND CLEANING CONTRACTS: THE ESSENTIALS

The Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended ("TUPE"), protect employees when the service they work on moves from one provider to another. In contract cleaning, the situation that usually matters is a **service provision change**: the cleaning stops being carried out by one contractor and starts being carried out by another on the client's behalf.

Where TUPE applies, employees assigned to the contract transfer automatically to the incoming contractor on their existing terms, including pay, hours, accrued holiday and continuity of service, and the incoming contractor takes on the related employment liabilities.

Point	What clients are often surprised by
The reason the contract ended usually makes no difference	TUPE can apply whether the outgoing contractor was replaced for poor performance, on price, or simply at the end of the term.
A signed contract is not required	TUPE looks at what actually happens on the ground. An informal or verbal arrangement can still amount to a service provision change.
Labels do not decide the outcome	Calling an arrangement "temporary", "a favour" or "just helping out" will not by itself prevent TUPE applying. Tribunals look at the facts, not the wording.
TUPE rights cannot be contracted out	An agreement between client and contractor cannot remove an employee's statutory rights. Contracts can allocate liability between the businesses , which is sensible and common, but they cannot remove the employee's protection.
Employees can object to transferring	If an employee objects, their employment generally ends on transfer and is not treated as a dismissal, although separate rights may arise where the transfer involves a substantial change to their material detriment.
Information and consultation duties apply	The outgoing employer must normally provide employee liability information to the incoming employer at least 28 days before the transfer , and there are duties to inform and, where measures are envisaged, consult affected staff.

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WHEN TUPE MAY NOT APPLY

A service provision change will generally not occur where, for example:

- there was **no organised grouping of employees** whose principal purpose was carrying out the activities for that client immediately before the change;
- the activities carried out afterwards are **fundamentally different** from those carried out before; or
- the client intends that the activities will be carried out **in connection with a single specific event or a task of short-term duration**.

THE SHORT-TERM EXCEPTION: WHAT THE CASE LAW ACTUALLY SAYS

This exception sits in regulation 3(3)(a)(ii) and is applied on the facts, with the focus on the **client's intention at the time**.

In **Liddell's Coaches v Cook and others** (Employment Appeal Tribunal, UKEATS/0025/12, 2012), a one-year school transport contract, put in place while a school was rebuilt, was held to be a task of short-term duration, partly because comparable contracts were normally awarded for three to five years. The EAT also held that a "single specific event" need not separately be shown to be of short-term duration, because an event connotes short duration in any event.

That case did not concern cleaning, and no decided case establishes that interim cleaning cover during a tender process automatically falls within the exception. Legal commentary has suggested the reasoning may offer some comfort to contractors providing genuinely interim or emergency services, but every case turns on its own facts.

What is clear is that an open-ended "carry on for now" arrangement is far less likely to qualify, and an interim arrangement that is repeatedly extended may lose the character of being short-term.

Finally, even where the service provision change rules do not apply, a **business transfer** under regulation 3(1)(a) may still arise on different facts. This is another reason to take advice rather than rely on a general guide.

4 HOW CQD INTERIM COVER WORKS

Our interim cover is designed to be transparent, time-limited and properly documented from the outset, so that everyone, you, CQD and any affected employees, is clear about what has been agreed and why.

Step	What happens
1. Initial discussion	We understand your site, the cleaning required, your timetable for appointing a permanent contractor, and where you are with your existing contract.
2. Written interim agreement	Before any work starts, we agree in writing the scope, the start date, a fixed end date and the purpose of the cover. Nothing begins until this is confirmed.
3. Information and liabilities	We ask both parties to share relevant information about the outgoing contractor and any potential TUPE implications, and to agree in the contract how any employment liabilities are allocated between the businesses, before commencement.
4. Mobilisation	We mobilise with our own trained, DBS-checked and vetted team under our ISO 9001, 14001 and 45001 management systems, with site induction, COSHH assessments and risk assessments in place.
5. Review and exit	Cover ends on the agreed date, or when your permanent contractor starts if sooner. Any extension must be agreed in writing and reviewed before further services are provided, with a clean handover at the end.

OUR COMMITMENTS TO YOU

We will be open about the possibility that TUPE may apply, and will **never** present interim cover as a way of avoiding legal obligations.

We will not agree to an open-ended arrangement described as "temporary". Interim cover has a defined purpose and a defined end date.

We will not start work until the interim terms, including the allocation of any employment liabilities between the businesses, are agreed in writing.

We will cooperate fully with you, the outgoing contractor and your permanent contractor to support a smooth, compliant handover.

We recommend that you take independent legal advice on whether TUPE applies to your circumstances.

5 YOUR TRANSITION CHECKLIST

Clients who plan these steps early usually find the transition smoother and lower risk.

Step	What to do
Review your existing contract	Check notice periods, termination provisions and any TUPE or exit clauses before ending the current arrangement.
Record your intentions	Document why interim cover is needed, that it is short-term, and your timetable for appointing a permanent contractor. Contemporaneous records matter if the position is ever questioned.
Set a fixed end date	Agree a clear end date for interim cover, with any extension only in writing after review.
Start your selection process	Begin your tender or contractor selection promptly, so the interim period stays genuinely short.
Request employee information	Ask the outgoing contractor for details of the staff assigned to your site and the employee liability information they hold. This is often the item that delays everything else.
Allocate liabilities	Agree in writing with each contractor how any TUPE-related liabilities will be dealt with between the businesses, including indemnities where appropriate.
Take legal advice	Speak to an employment solicitor about whether TUPE is likely to apply and what that means for each party.
Plan the practical handover	Keys, alarm codes, access cards, COSHH data sheets, equipment, consumables and any site-specific instructions.

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THE INTERIM COVER LETTER WE ISSUE

This is the form of letter CQD issues before interim cover begins. It summarises the principles we agree with clients. The final wording is tailored to each site and read alongside our full terms.

Subject: Interim cleaning cover agreement

Dear [Client name],

Further to our discussions, CQD Cleaning Services Ltd agrees to provide interim cleaning cover at [site address] from [start date] until [end date], pending your appointment of a permanent cleaning contractor.

Both parties acknowledge that this arrangement is intended to address a specific, short-term gap in cleaning provision while you complete your contractor selection and appointment process. It is not intended to establish an indefinite replacement for the permanent cleaning service.

The arrangement will end on the agreed end date or, if earlier, on the commencement of your permanent contractor. Any extension must be agreed in writing and reviewed before further services are provided.

The parties will cooperate in providing relevant information concerning the outgoing contractor and any potential TUPE implications, and will agree in writing an appropriate allocation of any employment-related liabilities between the parties before services commence.

Nothing in this letter is intended to exclude, override or predetermine any statutory employment right, or to determine whether TUPE applies, which depends on the facts and is a matter for the parties' legal advisers and, ultimately, a tribunal.

Please confirm your agreement to these terms in writing before services commence.

Kind regards,

[Name], [Position]

CQD Cleaning Services Ltd

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WHY CLIENTS CHOOSE CQD

Specialists since 2012

Commercial cleaning only, across offices, schools, retail, leisure and industrial sites in the South East. Over 500 businesses served.

Independently audited

Triple ISO certified: ISO 9001 quality, ISO 14001 environmental and ISO 45001 occupational health and safety. BICSc members and CHAS accredited.

Properly resourced teams

Directly employed, DBS-checked, uniformed operatives. We never subcontract, and cover for holiday and sickness is built in so visits are not missed.

Mobilised at short notice

RAMS, COSHH data sheets and insurance issued before we start, with a site induction and a written cleaning schedule from day one.

Accountable

Your own health and safety portal with GPS-verified attendance and photographs of completed work, plus a site WhatsApp group including the Director.

No long-term tie-in

A fixed monthly arrangement with 30 days' notice either way. We would rather keep your business by doing the work properly than by holding you to a contract.

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TALK TO US

If your cleaning contract is ending, or you are part-way through changing contractors and need dependable cover, we are happy to talk through your situation with no obligation.

CQD Cleaning Services Ltd

1 Aston Court, Kingsmead Business Park, High Wycombe, HP11 1LA

Telephone

01494 911001 · 07585 974480

Email

mark@cqdcleaningservices.com

Web

www.cqdcleaningservices.com

IMPORTANT NOTICE

This guide is provided by CQD Cleaning Services Ltd for **general information only**. It does not constitute legal advice and should not be relied on as such. Whether TUPE applies to any change of service provider depends on the specific facts and on the law as it stands at the relevant time, and may ultimately be decided by an employment tribunal or court.

CQD Cleaning Services Ltd does not advise on whether TUPE applies in any particular case. Clients should obtain independent legal advice before ending an existing contract, appointing interim or permanent cover, or making decisions affecting employees. Free, impartial guidance on TUPE is also available from Acas (www.acas.org.uk).

Case references are included for context only and are summarised in general terms; they are not a complete statement of the law and should not be relied on as a precedent for your situation.

Any provision of services by CQD is subject to a written agreement and our terms and conditions. Nothing in this guide creates a contract or obligation. Information is believed accurate at the date of issue (October 2026). CQD Cleaning Services Ltd is registered in England and Wales, Company No. 09888988.