

REPUBLIC OF RWANDA



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REGULATIONS ON CLEANING SERVICES PROVISION
ISSUED BY

REGULATORY BOARD

RWANDA UTILITIES REGULATORY AGENCY – (RURA)

SERIAL NUMBER 007/SAN/RURA/2012

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PREAMBLE

Pursuant to the Law N° 39/2001 of 13 September 2001 establishing the Rwanda Utilities Regulatory Agency (RURA) of certain Public Utilities, particularly in its articles 1, 5, 13 and 35;

Considering the Organic law N° 04/2005 determining the modalities of protection, safeguard and promote the environment in Rwanda, especially in its articles 7, 31-35;

Considering Law N° 13/2009 of 27/05/2009 regulating labor in Rwanda especially in its article 90, paragraph 1;

Given the Ministerial Order N°4/DC/04 of 07/06/2004 prescribing annual fees payable by public utilities especially in its article 3;

Based on resolutions of the consultative meeting held on June 30th 2011 at Hilltop Hotel with Sector Stakeholders;

Taking into account the need to have a regulatory framework for improved cleaning services in the Republic of Rwanda;

And whereas upon due consideration and deliberation by the Regulatory Board in its session of /..... /2012;

Hereby issues the following Regulations pertaining to cleaning services provision:

CHAPTER ONE: GENERAL PROVISIONS

Article one: Purpose

The Regulations on Cleaning Service Provision aim at providing a framework to ensure an effective and efficient cleaning service and to establish a licensing framework for the provision of cleaning services.

Article 2: Scope

These Regulations are applicable to any company/cooperative or individual providing cleaning services to public premises.

Article 3: Objectives

The main objective of these regulations is to ensure that the development of cleaning services is provided following required standards on quality, reliability, affordability, sustainability and accessibility of services.

These regulations shall tackle the following specific objectives:

1. Set requirements for cleaning service provision;
2. Define specific rules that govern cleaning service provision to ensure effective and efficient cleaning service delivery;
3. Promote fair competition and socio-economic obligation for the service provider;
4. Put in place enforcement measures for the compliance by Cleaning Service Providers.

Article 4: Definitions

For the purpose of these Regulations, the following terms mean:

- **“General Cleaning”** means a process which physically and chemically removes organic matter but does not necessarily destroy micro-organisms.
- **“Specialized cleaning”** means a process which physically and chemically removes organic matter and destroys micro-organisms to ensure sterile conditions or use of products that require particular attention. It needs workers that have in-depth knowledge and skills.
- **“Cleaning Services”** refer to the cleaning of business premises on commercial basis. These premises are normally public premises such as cleaning of offices, commercial and industrial premises, public places, hospitals and health care facilities.
- **“Cleaning Company”** means a company that does cleaning services on a massive scale; such a company provides not only labour but material and equipments.

- **“Environment”** means a diversity of things made up of natural and artificial environment. It includes chemical substances, biodiversity as well as socio-economic activities, cultural, aesthetic, and scientific factors likely to have direct or indirect, immediate or long term effects on the development of an area, biodiversity and on human activities.
- **“Regulator”** means the Rwanda Utility Regulatory Agency as established by the Law No 39/2001 of 13/09/2001.
- **“Safety”** means the condition in which persons are protected from the risks of work injury so far as is practicable in the light of current knowledge, through the control of the working environment, work methods, machinery, plant and equipment, and through measures to influence the human factors conducive to accidents.
- **“Toxic cleaning chemicals”** mean all cleaning chemicals that are poisonous and not allowed by national bureau of standardization based on their level of toxicity.
- **“Inflammable cleaning chemicals”** mean all cleaning chemicals that are capable of being ignited, readily combustible; and not allowed by national bureau of standardization based on their level of flammability.
- **“Public Premise”** means a premise with a public access and generally where many people gather;
- **“Material or Equipment”** means for the purpose of this provision, consumable and non-mechanical/electrical items such as mops, buckets, cloths, ladders and other items.
- **“Machinery”** is defined as Mechanical/Electrical item and includes the following items but not limited to vacuum cleaners, polishers, scrubbers, steam cleaners, carpet extractors and elevators.
- **“Routine Cleaning”** means the cleaning that is performed in functional areas on a predetermined basis and set by the management according to the area and the need for cleanliness,
- Periodic Cleaning refers to tasks that are additional to, but in conjunction with routine tasks such as glass cleaning, wall washing, carpet cleaning, etc. The frequency of these tasks is determined by the organisation depending on needs.

CHAPTER 2: LICENSE PROVISIONS

Article 5: Provision of Cleaning Services

All operators providing or seeking to operate cleaning service shall operate in accordance with applicable laws and under the authority of a license issued by the Regulator.

It shall be an offence for any person/cooperative or company to provide cleaning services without a License and upon conviction the convicted shall be liable to a fine as determined by laws.

Article 6: Application for license

The application for license shall be addressed to the Director General and shall be accompanied by a prescribed fee.

All applications for license shall provide the following information:

- (i) The name and address of the company/cooperative or person applying;
- (ii) The Company/cooperative/ individual registration Certificate;
- (iii) Health and safety policy;
- (iv) The shareholders in the company or the owners;
- (v) The names and qualifications of the senior staff of service provider;
- (vi) The type of cleaning service to be provided;
- (vii) The long term plan of the service provider outlining/business plan for at least 5 years;
 - a) Plans for the provision of an efficient, affordable and sustainable cleaning service;
 - b) Performance targets and
 - c) Financial and infrastructural improvements where needed;
- (viii) Any other relevant information that the Regulator may prescribe.

Article 7: Evaluation of license application

The Agency shall conduct a preliminary evaluation of the License application to determine whether the application form was properly completed and appropriate enclosures provided as required;

After the preliminary evaluation, the Agency shall conduct technical and financial evaluations of the applicant in order to determine the technical and financial capacity of the applicant to provide cleaning services.

Article 8: Decision on license application

After the evaluation process of the License application, the Agency shall either grant or refuse the License to the applicant.

- (i) In the event that the Agency determines to grant a License, it shall, subject to these Regulations, proceed to issue the same upon the payment of the License Fee and receipt of the Customer Service Charter from the Licensee where applicable.
- (ii) In the event that the Agency determines not to grant a License, it shall immediately notify the applicant in writing stating reasons for such refusal, which reasons may include but not limited to:
 - (a) the fact that the application failed to meet the minimum technical and financial requirements as per industry best practices;
 - (b) presentation of any false or misleading information in the License application;
 - (c) previous applicant's records of disobeying orders and directives from the Agency;
 - (d) any previous bad records of the applicant;
 - (e) any previous criminal record on part of the applicant; and
 - (f) any serious comments from the public objecting to the grant of that License;

Article 9: License conditions

All licensees for cleaning service shall:

- (a) Provide necessary staff, material and equipment for effective service delivery;
- (b) Operate in accordance with cleaning best practices;
- (c) Comply with general directives issued by the Regulator in the exercise of its statutory functions;
- (d) Keep a record of its services in a form specified by the Regulator and submit the report to the Regulator every year from the commencement of the license;
- (e) Indemnify consumers against any claims in any proceedings arising from any breach or failing on the part of the Licensee,
- (f) Pay levies and regulatory fees as determined by laws and Regulations and
- (g) Comply with any other condition that the Regulator shall consider relevant for proper service delivery.

Article 10: Validity of license

A license for the provision of cleaning services shall be granted for a period of two (2) years provided that the licensee complies with applicable rules and regulations and license conditions.

Article 11. Extension of License Term

- (i) The Licensee may apply for an extension of the License term within two (2) months before the previous license expires.
- (ii) When determining either to grant or deny an application to extend/renew the License, the Regulator shall take into consideration the Licensee's compliance with terms and conditions and the Licensee performance during the previous License term.
- (iii) All requirements considered during license application shall be considered;
- (iv) Upon extension of the License term and subject to these Regulations, the Regulator may amend, vary or modify License terms and conditions.

Article 12. Amendment of License terms

- (i) Subject to the Law, Sector Legislations and these Regulations, and with prior written notice to the Licensee, the Regulator may amend the License terms and conditions during the License term.
- (ii) During the License term, the Licensee may apply to the Regulator to modify the License and such modification shall enter into force upon approval by the Regulator.
- (iii) Notwithstanding the provision of paragraph (1) and (2) of this article, any amendment to the License terms and conditions shall be applicable to all similar Licensees supplying or offering similar services if found to be relevant and/or affecting the sector.

Article 13. Transfer of License

- (i) The Licensee shall not transfer the License to any person/company/cooperative without prior written consent of the Regulator.
- (ii) A Licensee seeking to transfer its License shall apply to the Regulator for the consent to do so and the Regulator shall grant or refuse such consent provided that such consent shall not be unreasonably withheld.

(iii) The application made under paragraph (2) shall be made by filling in the appropriate form as the Regulator shall establish stating the reasons for such transfer and shall be accompanied by the following:

- (a) a certified copy of the transferee's identity documents and permanent residence in Rwanda;
- (b) certified copies of the transferee's registration documents,
- (c) evidence of payment of all fees and levies required by law by the transferor;
- (d) shareholding structure of the transferee if any; and
- (e) any other relevant information the Regulator may require.

(iv) Before issuing an approval for the transfer of a License, the Regulator shall conduct an investigation.

Article 14. Surrender of License

- (i) At any time within the license period and in writing to the Regulator, a Licensee may surrender its License to the Regulator.
- (ii) Upon receiving the notice in paragraph (1) the Regulator shall accept such surrender, upon such terms and conditions as it shall determine.
- (iii) At any stage during the License term, the Regulator may order the Licensee to surrender its License and the Licensee shall immediately comply with such order.

Article 15. Suspension of License

- (i) The Regulator may suspend a License by giving not less than thirty (30) days notice in writing to the Licensee in the event that the Regulator determines that the Licensee has:
 - (a) failed to carry out its obligations under the License,
 - (b) failed to pay a regulatory levy and such levy remains unpaid six months after it has become due and the Regulator has given to the Licensee a notice in writing that such payment is overdue and the Licensee has not paid; or
 - (c) Abused its market position.

- (ii) Notwithstanding the provision of paragraph (1) and where circumstances demand, the Regulator may suspend the License without giving notice.

Article 16. Revocation of License

- (i) The Regulator may revoke the License in the following circumstances:
 - (a) where the Regulator has determined that the Licensee is engaging in an illegal activity under the License; or
 - (b) where the Regulator has determined that the Licensee has provided false or inaccurate information related to the License that has materially affected the Regulator's decision; or
 - (c) where the Licensee has been adjudged bankrupt;
 - (d) where the Licensee has materially failed to perform fundamental obligations and comply with the conditions of the License and the Regulator concludes that other remedies having failed, that revocation is necessary in the public interest; or
 - (e) where the Licensee is found to be in continuous breach of a Compliance Order or directives from the Regulator; or
 - (f) where the Regulator has determined that a Licensee is contravening with the national security.
- (ii) The Regulator shall not revoke a License unless:
 - (a) it has determined that under the circumstances, no other remedy is appropriate than revocation;
 - (b) a three (3) months notice has been given to the licensee to correct the situation except for contravention to the national security; and
 - (c) notice to show cause why revocation should occur has been given to the Licensee and the Licensee has been given an opportunity to be heard.

Chapter 3: SPECIFIC RULES GOVERNING CLEANING SERVICES

Article 17: Regulatory fees

Fees to be levied by the Regulatory Authority for Cleaning Services licenses shall be as follows:

- (i) For license applications, whether or not the application is successful: 5,000 RWf;

(ii) Fees payable upon the grant of license: 100,000 Rwf;

(iii) Annual regulatory fees of 1% of annual turnover for the contribution to the functioning of the Regulatory Authority as fixed by the Ministerial Order No 4/DC/04 of 07/06/2004.

Article 18: Standards for cleaning services

(i) Cleaning Service providers shall determine the time table for cleaning that reflect local requirements and policies to ensure that acceptable cleaning standards are maintained. In consultation with the client, the Cleaning Service Provider shall establish a cleaning program according to individual needs.

Factors to be recognised in the process include but are not limited to:

- (a) The function and role of the area;
- (b) Occupation density, e.g. high, medium, low;
- (c) Traffic;
- (d) Nature, type and condition of furnishings, fabric, finishes and Surfaces;
- (e) Infection control requirements;
- (f) Age and location of buildings.

(ii) Cleaning program shall confirm with the following:

- Routine Cleaning as set by the management according to the area and the need for cleanliness.
- Periodic Cleaning such as glass cleaning, wall washing, carpet cleaning, etc.

The frequency of these tasks is determined by the organisation depending on needs.

(iii) Frequencies of cleaning shall be based on a sound quality assurance program especially as they relate to routine cleaning.

A set time schedule (rota) shall not be considered appropriate for routine cleaning but cleaning services shall be provided as needed.

Article 19: Quality Assurance

(i) The achievement of an acceptable standard shall depend on the implementation of an effective quality assurance program.

For the purpose of these regulations, an effective quality assurance program shall comply with established monitoring criteria and a periodic system of review.

For each area of operations, Cleaning Service Providers are required to implement a system of review comprising of:

- (a) Team leader to review daily work performed by cleaners and submit exception reports;
- (b) Supervisors to review the work done on an established periodic basis;
- (c) Management to inspect areas randomly, review complaints and take corrective actions;
- (d) Customer satisfaction surveys of staff, patients/clients and visitors are to be performed periodically;
- (e) Supervisors to make a periodical evaluation of activities to be performed as assigned by the tender.

(ii) The Cleaning service provider shall keep a formal reporting and record-keeping system on system review detailing:

- (a) Frequency of reviews, results and actions taken (by whom/when);
- (b) Register of complaints;
- (c) Register of special requests for cleaning.

Article 20: Criteria for Quality Assurance

Cleaning Service providers shall comply with Quality Assurance Criteria and ensure that visible and perceivable cleanness standards are observed all the time.

(i) Floors shall be kept clean, free from dust, litter, marks, spots and other liquids. They shall be free from spots, scuffs or scratches.

(ii) Windows shall be kept tidy and external surfaces of glasses shall be clear of marks and spots. Internal surface of glasses shall be clear of marks like fingerprints and smudges and Window frames and ledges shall be clear free of dusts, marks and spots.

(iii) Walls shall be free of dust or lint, marks made by furniture, equipment or any other agent. Light switches, doors, and doors frame shall be kept free of finger prints, scuffs and any other marks

(iv) Ceilings shall be free of dusts, marks, spots, soil films and cobwebs.

(v) Hard Surface furnishers shall be free of dust, spots, fingerprints, soil film and spillages and soft surface furnishers free from stains, soil films and dusts.

(vi) Bathrooms and toilets shall be free from smudges, smears and mineral deposits and metal surfaces free from soil, smudges, mould, soap, and mineral build up.

(vii) Wall tiles shall be kept free from soil, smudges, moulds, soap and mineral build up.

(viii) All external areas such as gully, trap and drain covers must be free of all debris, litter and refuse.

(ix) The area must smell fresh, kept tidy and uncluttered and there shall not be any distasteful or unpleasant odours.

Article 21: Work program

Cleaning Service providers shall implement a work program to ensure that:

- i) An efficient and effective roster system is in place so that necessary cleaning standards can be complied with and necessary staffs are available;
- ii) A comprehensive and up-to-date plan is maintained of all locations and their particular attributes so that all locations of the facility/premise are cleaned with special requirements being met. The plan is required to address the questions of WHAT is to be cleaned, WHERE it is located, WHEN is it to be cleaned and HOW is it to be cleaned;
- iii) An effective quality assurance program is in place so that the requirements of cleaning standards are complied with.

Article 22: Principles for Specific Cleaning

Depending on the function, some places like specific areas in health care, daycares and food facilities may require particular attention in cleaning such as sterile conditions or use of special products/chemicals.

In this case, cleaning service provider must put in place written cleaning standard practices, dated, readily available, regularly reviewed and approved by an authorised person from both Cleaning Service Provider and contracting organisation. The written cleaning standards practices shall be codified in a cleaning manual or Code of Practices.

The copy of the cleaning manual shall be submitted to the regulator.

Article 23: Cleaning Manual

- (i) Cleaning manual referred to in Article 22 shall include but not limited to:
 - (a) Measures for routine cleaning, proper time intervals and proper disinfection order with recommended cleaning agents, concentrations and effective contact time;
 - (b) Maintenance of special equipments/materials;
 - (c) Policies, measures, and procedures for confinement of risky/infective areas and equipments; disinfection processes and handling/ disposal of toxic and hazardous waste.

(ii) Each facility under cleaning service contract shall have specifications that highlight special cleaning requirements for each area.

(iii) Staff of the cleaning service provider shall have required qualifications to identify where sterile conditions apply.

Article 24: Use of chemicals

For the cleaning that requires the use of chemicals, Cleaning Service Providers shall ensure that chemicals used for such cleaning are safe for use.

All chemicals used must comply with national standards and shall be used according to their technical specifications. For chemicals that require dilution before use, correct dilution shall be well indicated as well as the method of application.

Article 25: Labeling and storage

Cleaning Service Providers shall ensure that all chemicals are properly labelled to identify product properties, safety precautions and hazard information.

Cleaning chemicals shall be stored in a manner that eliminates risk of contamination, inhalation, skin contact or personal injury.

Article 26: Risk management

(i) Cleaning Service Providers shall take appropriate measure to minimise the risks for cleaning using hazardous chemicals by employing a structured program of risk management.

The program of risk management shall include among others the following:

- (a) Protection of Staff, visitors and users of facilities/premises against hazardous chemicals and unsafe work practices;
- (b) Hazard warnings including multilingual signs together with appropriate information regarding remedial action;
- (c) Signage to be clear and concise and written in an easily understood manner;
- (d) Material safety data sheets (MSDS) for all cleaning chemicals in use, and easily available for reference in case of accidents;

- (e) Avoidance of application of cleaning chemicals by aerosol packs or trigger sprays that may cause eye injuries, induce or compound respiratory problems or illness;
 - (f) Avoidance of powdered chemicals applied in a dry form by shaking containers for the same reason as they tend to become airborne during the application process;
 - (g) The provision of personal protective equipment (PPE) for all cleaning personnel.
- (ii) Cleaning Service Provider shall put in place a regular inspection program by supervisory staff to monitor chemical safety; the program should include the following criteria:
- (a) Correct labelling/signage;
 - (b) Correct handling/application;
 - (c) Wearing of personal protective equipment;
 - (d) Update of material safety data sheets (MSDS);
 - (e) Security.

The inspection program reports shall be documented for reference.

Article 27: Materials/Equipments

The Cleaning Service Provider shall put in place a system of coding of equipment/material to avoid cross infection. The coding shall take into account particular attributes and function of the area they are to be used for.

Material shall be stored in appropriate place.

Article 28: Machinery

The usage of appropriate and adequate equipment shall be envisaged to reduce the amount of physical effort on behalf of the operator.

Machinery shall have procedure manuals and maintenance manuals.

Article 29: Infection Control

(i) All Cleaning Service Providers are required to implement cleaning infection control policies, practices and procedures that incorporate universal standard of precaution.

(ii) Cleaning Service Providers are also required to ensure that equipments such as cloths, mops and mechanical washing devices are clean, kept in working order, stored dry between uses and where possible the cloths and mop heads should be laundered each day.

Article 30: Staff training

All cleaning staff must be trained in cleaning procedures, correct operation of equipment and chemical handling.

Employees of the service Provider shall receive continuing training to maintain knowledge of best practices and safety governing their activities; proper handling of equipments, techniques and pertinent environment standards.

Service Providers shall ensure that training for staff is provided by persons suitably qualified with the minimum objective including but not limited to:

- (a) Recognise the safety features of each task;
- (b) Demonstrate the correct procedure for each cleaning task together with safety features;
- (c) Implement best practice procedures in their day to day work routine.

In addition to the orientation to the premises/department, training and development programs shall include basic cleaning techniques with the minimum components to include among others: correct use of cleaning compounds, accessories, machinery, waste management, dust control, etc.

Article 31: Health and safety

The Cleaning service provider shall provide conditions at workplace that promote health and safety standards:

(i) Cleaning Service Providers shall protect the employees at the workplace from risks resulting from factors adverse to health and take appropriate measures to minimize the risk of its employee by:

- (a) Establishing safe work practices and a safe environment;
- (b) Ensuring that staff injured at work has access to medical attention and rehabilitation;
- (c) Ensuring that workers are placed in jobs and workplaces suited to their physiological capabilities;
- (d) Providing workers with personal protective equipments (PPE);
- (e) Ensuring that employees are health ensured and are registered with the Rwanda social security Fund Board (RSSB).

(ii) Employees of Cleaning Service Providers have the responsibility to work towards eliminating workplace hazards and risks.

(iii) Cleaning Service Providers shall put in place the following mechanisms to ensure safety and health of their employees:

- (a) All staff must receive adequate training to be able to safely perform their duties,
- (b) Regular inspections shall be conducted by all managers to ensure a safe working environment is maintained;
- (c) Each workplace must have an occupational health and safety committee to look at safety concerns in the workplace;
- (d) All accidents and incidents must be reported and investigated to ensure safe work practices are followed and an ongoing proactive approach is taken to ensure safety in the workplace.

(iv) A basic first aid kit (as a minimum) must be provided for each work site.

Article 32: Waste Management

Cleaning Service Provider shall take the following measures with regard to waste management:

- (i) To prevent the generation of waste wherever possible, by adopting policies aimed at :
 - a) Embrace policies for reuse and minimum packaging;
 - b) reducing single-use items whenever possible;
 - c) reducing waste to landfill and similar expensive disposal options and
 - d) avoiding to the extent possible non-biodegradable, polluting, toxic or hazardous substances.
- (ii) To document and quantify the types of waste generated and disposed of through various methods being recycling, landfill, grease traps, incineration or any other method.
- (iii) To introduce waste tracking systems to assist in identification of areas where waste separation could be improved.
- (iv) To have waste receptacles to receive waste collected before disposal, these waste receptacles or bins shall be emptied regularly and maintained clean.

Electronic waste derived from information technology equipments, printing ink, toner refills, fluorescent tubes or any other materials with hazardous content must be collected separately for appropriate treatment, disposal or reuse in accordance with applicable rules and regulations on e-waste management.

Cleaning Service Provider may handle by himself / herself solid waste transportation in line with applicable regulations on solid waste management or subcontract the transportation to a licensed solid waste transporter.

CHAPTER 4: COMPETITION AND SOCIO-ECONOMIC OBLIGATIONS

Article 33: Cleaning Service Contracting

(i) Any holder of cleaning service license shall have a written contract with his/her client showing the rights and obligations of each party.

The contract shall include among others the details on the following:

- (a) Description of the service, function or activity to be provided;
- (b) Roles and responsibilities of all parties including formal lines of communication, qualifications of personnel, equipments to be used, staff training, safety, performance expectations, out of hours or emergency work, termination of agreement;
- (c) Quality of service including methods of evaluation, performance indicators will comply at minimum with these Regulations;
- (d) Mechanisms for maintaining and improving the quality of service and dealing with problems;
- (e) Details of when, where, how and time period of the agreement/contract;
- (f) Financial details such as payments, expenditure, costs, penalties or any other element that may be determined by both parties.

(ii) Contract or Agreement for the provision of cleaning services shall ensure that quality of service to be delivered is consistent with these regulations and any other standard, code of practice and statutory requirements as may be determined from time to time by the competent authority.

Article 34: Adequate means to finance activities

The applicant for cleaning service provision shall be required to show his or her capacity, both financial and technical, to provide cleaning services in a reliable and sustainable manner.

Article 35: Anti-competitive behavior

The Licensed cleaning service providers shall not be allowed to adopt any anti-competitive behaviour that hinders or likely to hinder interests of subscribers or other competitors.

Article 36: Financial and Accounting records

Licensed cleaning service providers shall maintain financial and accounting records and submit financial statements to the Regulatory Authority not later than 31 March of each year.

Article 37: Report on the business plan implementation

Licensed cleaning service providers shall submit to the Regulatory Authority periodic reports on the business plan implementation.

CHAPTER 5: ENFORCEMENT

Article 38: Compliance with laws and regulations

Cleaning Service Providers shall be required to comply with the provisions of these regulations and all applicable laws and regulations.

The non compliance with provisions set out in these Regulations or within the license shall lead to regulatory measures, to remedy the failure within a specified period of time and/or penalties.

Article 39: Regulatory Sanctions

Notwithstanding the provisions of other applicable laws, the non compliance with the provision of these Regulations shall cause the following regulatory sanctions:

- i) Any Cleaning Service Provider operating without a **license** issued by the Regulator shall be liable to a fine of 500,000 Rwf with a suspension of the business until a valid license is issued;
- ii) Notwithstanding with the provision of the Penal code in the subject matter, **using toxic cleaning chemicals** shall lead to the revocation of the license.
- iii) **Using inflammable cleaning chemicals** shall lead to a fine of 1,000,000Rwf and /or with the revocation of the licence;
- iv) Any Cleaning Service Provider who fails to provide information as requested by the Regulatory Authority shall be subjected to a fine of 500,000 Rwf,
- v) **Repetitive failure to comply with these regulations or license obligations** shall lead to suspension or revocation of the license as may be decided by the Regulator.

Article 40: Right of Appeal

- (i) A concerned cleaning service provider is entitled to make an appeal in the following circumstances:
 - (a) Where an application for license has been rejected;
 - (b) Where a decision of suspension or withdraw of license has been taken;
 - (c) Where a fine has been imposed by virtue of these regulations;
 - (d) In a case where the concerned licensee is of the view that its license rights have been infringed upon.

(ii) The Cleaning Service Provider is entitled to appeal against the decision of the Regulatory Authority by filing a request for appeal addressed to the Chairperson of the Regulatory Board of the Rwanda Utilities Regulatory Agency.

(iii) The Request for Appeal must be in writing and received by the office of the chairperson of the Regulatory Board within thirty working days from the date of the decision. The concerned Cleaning Service Provider must provide the grounds for the appeal.

(iv) The Cleaning Service Provider lodging an appeal will be given at least seven working days advance written notice of the date of the appeal hearing.

(v) At the appeal hearing, the grounds of appeal shall be treated as a new complaint and the issues shall be considered in their entirety.

(vi) Decisions of the Regulatory Board on the appeal shall be reached and communicated to the concerned Cleaning Service Provider within seven working days from the date of the appeal hearing.

(vii) Decisions by the Regulatory Board shall be binding subject to the decisions being overruled by a competent court.

CHAPTER 6: TRANSITIONAL AND FINAL PROVISIONS

Article 41: Compliance

All Cleaning Service Providers operating in Rwanda including those with provisional authorization previously issued by the Regulator are given a period of three months to comply with the provisions of these Regulations.

Article 42: Repealing provisions

All previous provisions contrary to these Regulations are hereby repealed.

Article 43: Coming into Force

These regulations shall come into force on the date of approval and signature by the Regulatory Board.

Done at Kigali, 08/ 07 / 2012

(Sé)

Eugene KAZIGE
CHAIRMAN OF THE REGULATORY BOARD