NY) AGREEMENT (OWN AND

HAIRDRESSER'S CHAIR REN

THIS AGREEMENT is made the BETWEEN:

- (1) <<Name of Hairdresser>> under number <<Compar <<insert Address>> ("the H
- (2) <<Name of owner (compregistered in <<Country of Number>> whose registered in <</p>

WHEREAS:

- (A) At all material times the hairdressing services.
- (B) The Salon, in addition to premises, provides use of premises to independent has
- (C) The Hairdresser wishes to Hairdresser, to its clients equipment and resources Agreement.

IT IS AGREED as follows:

- Definitions and Interpreta
 - 1.1 In this Agreement expressions have the

"Business Day"

"Fees"

"Hairdresser's Client"

"Hairdressing Services"

"Hairdresser's Takings"

"Principal Hairdresser"

"Salon's Business Hours"

in <<Country of Registration>>
>> whose registered office is at

salon business>> [a company number <<Company Registration insert Address>> ("the Salon")

ed in the business of providing

services to its own clients at its uipment and resources at those

hrough Workers engaged by the s, using a Salon chair and other ne terms and conditions of this

therwise requires, the following

han Saturday or Sunday) on re open for their full range of hsert location>>;

e to the Salon under sub-Clause

ntacts and books directly with the re Hairdresser chooses to provide ses independently at the Salon's

g Services to be provided by the Worker/s) to the Hairdresser's ere permitted by this Agreement,

er sums received directly from the y the Hairdresser for the provision vices in the Salon;

ne of individual>>;

and days of the week when Salon its clients>> excluding public

"Salon's Client"

"Salon's Equipment and Resources"

"VAT"

"Worker"

- 1.2 Unless the context
 - 1.2.1 "writing", an electronic co
 - 1.2.2 a statute or provision as
 - 1.2.3 "this Agreer Schedules a
 - 1.2.4 a Schedule i
 - 1.2.5 a Clause or (other than and
 - 1.2.6 a "Party" or
- 1.3 The headings used no effect upon the i
- 1.4 Words imparting the
- 1.5 References to any

2. Hairdresser's Use of Sald

- 2.1 For the period of thi
 - 2.1.1 the Salon per to the Hairdi use the Salo
 - 2.1.2 the Hairdres of such Sald Hairdresser,
 - 2.1.3 the Salon n Hairdresser Salon premis
- 2.2 Except for the Salon Salon, and any particles and the conditioner, hair conditio

any occasion contacts and books to whom it then provides

her equipment and other things hich shall be made available for nder this Agreement in irdresser paying the Fees;

c; and

ling the Principal Hairdresser, employed by the Hairdresser with ience, engaged by the the Hairdressing Services on

reference in this Agreement to:

ion includes a reference to any

is a reference to that statute or at the relevant time;

this Agreement and each of the need at the relevant time;

lement:

e to a Clause of this Agreement agraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

other gender.

sources

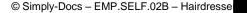
Balon's Business Hours:

provide the Hairdressing Services n's Clients and for that purpose to urces;

exclusive basis so that when any ources are not being used by the buse it; and

nd from time to time require the able hairdressing chair within the

urces to be made available by the es that the Salon sells to the vide all equipment, shampoo, other hair care products and ry on its business at the Salon's



premises.

2.3 The Hairdresser sh Hairdresser.

3. **Hairdressing Services**

- 3.1 The Hairdresser w interest of not adve engaged by the Hai have the requisite s be wholly responsib and that all Hairdre reasonable care.
- 3.2 The Hairdresser m Salon's Business H will usually be pres days: <<insert times However, the Haird Worker at or on eitl times or for any mi be due and payable in any period/s that
- 3.3 The Hairdresser in exclusive right to de out Hairdressing Se whether instead to Worker concerned I use reasonable end decision on any occ accede to any requ other Worker. The (whether or not con Worker is not suitab
- 3.4 Where a client is a only.
- 3.5 Except where a Hairdresser shall be the Hairdresser sha client not to the Sal Client in a direct cor
- 3.6 Each Party shall ta ensure that the arra each client.
- 3.7 Any complaints or d dealt with by the Ha
- 3.8 The Hairdresser ma price list may (in th from any Salon pri own price and shall
- 3.9 The Hairdresser sh Companies Act 200

ble supplies by the Salon to the

undertakes to the Salon (in the h's reputation) that any Worker(s) of the Hairdressing Services shall so, and that the Hairdresser shall Hairdressing Services carried out, carried out competently and with

to be present during any of the intends to arrange that a Worker following times on the following 18:00, Monday to Wednesday.>>. ged to ensure the presence of a mes or days or at or on any other ees payable under Clause 6 shall s/days when or the length of time e Salon.

on any occasion shall have the the Principal Hairdresser to carry ient on any particular occasion or provided that in either case the d experience. The Hairdresser will he Salon before making any such bligated to consult the Salon or to be the Principal Hairdresser or any entitled to object to any Worker r) if in its reasonable opinion that experience.

nt's payment shall be to the Salon

finition of "Salon's Client", the ent for the Hairdressing Services, viding its services directly to that e deemed to be the Hairdresser's the Hairdresser.

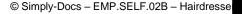
ecessary in any circumstances to b-Clauses 3.4 and 3.5 are clear to

r's Clients shall be directed to and

for Hairdresser's Clients and that n) differ in any amount or respect identifiable as the Hairdresser's e place at the Salon.

any name in accordance with the





3.10 The Hairdresser sh cover requirements Salon's Equipment liability in relation to

4. Competition

- 4.1 The Hairdresser mathe custom of a clieduring or before the Clause 4.2.
- 4.2 The Hairdresser ma a Salon's Client on without having boo then referred on to to accept a bookin Services to that Sa that occasion.
- 4.3 [For a period of << Agreement the Hair
- 4.4 During the period compete for any ne
- 4.5 The arrangements
 Agreement are mut
 provisions of this Agreement to the Hairdressing
 others (whether
 employees of the Sare the same as or
- 4.6 If the Hairdresser water which the Salon at from it, the Hairdresser maconsumables from Hairdresser's Client

Status of the Hairdresser

- 5.1 The Hairdresser sha
- 5.2 The Hairdresser sha
 - 5.2.1 all of its expe
 - 5.2.2 all income to contributions Hairdresser this Agreement
- 5.3 The Hairdresser he that may be made income tax or nation including interest ar by the Principal Hai

rranging all of its own insurance ublic liability, loss or damage to the Hairdresser, and employer's

of this Agreement solicit or accept 's Client on any previous occasion ent, except as permitted by sub-

s Agreement accept the custom of Salon's Client arrives at the Salon the Salon, that Salon's Client is alon, and the Hairdresser chooses ent and provide the Hairdressing as the Salon's subcontractor on

ths>> from the termination of this ny custom from a Salon's Client].

thereafter, the Hairdresser may alon's Client, and the Salon may dresser Client.

and the Hairdresser under this is to say that, subject to the other or and its Workers can at any time which are the same as or similar on can at any time arrange with sers or sub-contractors to or s to the Salon or to clients which g Services.

ts or consumables from the Salon for the Hairdresser to purchase bound to) do so in any instance. se those or any other products or any sell any product range to any

pendent contractor.

e contributions or similar taxes or nounts paid or payable to the or the Salon under or in relation to

the Salon in respect of any claims against the Salon in respect of is or similar taxes or contributions, he Hairdressing Services provided rker.

- 5.4 Neither Party shall decisions of the oth and working metho exclusively for the land control. The Shairdresser or any shall the Salon have
- 5.5 Each Party shall in and authority over a affairs, and enjoy its

6. Consideration

- 6.1 The Hairdresser sha for the use of the Sa
- 6.2 The Hairdresser s weekly, monthly>> day, week, month>> sum>>] [plus] [whi percentage>>% of t
- 6.3 [For the purposes of deemed to include Hairdressing Service performing any service provided such service requirements of sub-
- 6.4 Where, pursuant to Hairdressing Service Hairdresser will act Salon shall pay to equal to <<insert per Client for the Hairdresser, month>> description of the rendered.
- 6.5 All sums payable b VAT that may be ch
- 6.6 Each Party shall ke relating to its busin Party on reasonable evidence that the Hairdresser as sub Party to the other P
- 6.7 The Salon shall n Hairdressing Servic
- 6.8 Any sums which re interest at the rate lending rate of <<ir>
 on a daily basis fror of the overdue sum be payable when pa

does it rely or depend on, any ne Hairdressing Services activities d its Workers shall at all times be on, to determine, supervise, direct supervise, direct or control the of the Hairdressing Services nor

business have ultimate command sible for its finances and taxation ses.

lows to the Salon, in consideration sources.

at <<insert frequency, e.g. daily, ng period of <<insert period, e.g. mprise [a flat rate fee of £<<insert a fee amount equal to <<insert or a fee of £<<insert sum>>].

lairdresser's Takings shall not be e Hairdresser for performing the ces) outside of the Salon or for alon's Equipment and Resources, performed in breach of the

irdresser chooses to provide any eferred to them by the Salon, the e Salon on that occasion and the subcontract services an amount is paid to the Salon by the Salon's and of the <<insert period, e.g. day, irdressing Services have been

Agreement are exclusive of any

nd up-to-date accounting records allable for inspection by the other time such of those records as a paid which are payable to the r sums paid or payable by either plete according to this Agreement.

o any Worker in respect of the

due date for payment shall incur >>% per annum above the base time to time. Interest shall accrue int until the actual date of payment judgment. Any interest due shall

7. Hairdresser's and Salon's

- 7.1 Subject to Clause Salon and keep the actions, proceeding the generality of thi own-client basis), indirectly as a res any of the Hairdre Agreement or as a Clause 2.1 to provide
- 7.2 Subject to Clause Hairdresser and ke against all actions, prejudice to the ger on a solicitor and o directly or indirectly Salon of any of the

8. Liability

- 8.1 This Clause 8 limits Party to the other:
 - 8.1.1 for any brea
 - 8.1.2 under the in
 - 8.1.3 for any representations but not limited of or in conn
- 8.2 Subject to sub-Clau contract, tort (includ or misrepresentatio that may be suffere this Agreement.
- 8.3 Nothing in this Agre fraud or fraudulent in death or personal in
- 8.4 Subject to Clause 8 contract, tort (include misrepresentation of Agreement for any omissions or events first of which begins as is equal to <<in payable to the Salo period concerned or contract of the Salo contract of the Salo concerned or contract or co
- 8.5 Each indemnity set
 - 8.5.1 notifies the aware of any
 - 8.5.2 makes no a Party's prior

eby undertakes to indemnify the indemnified from and against all sts (including without prejudice to sts of the Salon on a solicitor and howsoever arising — directly or performance by the Hairdresser of ranties, or obligations under this 's exercise of its right under sub-

y undertakes to indemnify the I times fully indemnified from and emands, costs (including without the legal costs of the Hairdresser or damages howsoever arising – reach or non-performance by the obligations under this Agreement.

the entire financial liability of each

p

en by each Party to the other; and tortious act or omission (including, each of statutory duty) arising out nt.

Il be liable to the other, whether in on, or for breach of statutory duty t or consequential damage or loss arises out of or in connection with

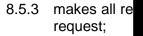
ility of either Party to the other for liberate or wilful misconduct, or for

ach Party to the other (whether in on, for breach of statutory duty or ut of or in connection with this vent (or series of connected acts, ceeding twelve month period (the eement) shall be either such sum 0%>> of the total amount paid or ler Clause 6.2 in the twelve month ever is the greater sum.

ly only if the indemnified Party:

ediately in writing upon becoming , claim, demand or costs;

ements without the indemnifying



- 8.5.4 provides all request; and
- 8.5.5 allows the litigation and
- 8.6 [Without prejudice Clause 9, if as a r Salon it is for any p keep the Salon ope for its consequent Resources to the l under sub-Clause payable (i.e. not a liability for each su account of the per available to the Ha cause.]
- 8.7 The limitations and

9. Term and termination

- 9.1 This Agreement s thereafter [indefinite the following.
- 9.2 Either Party may te weeks' prior notice such termination.
- 9.3 Without prejudice t terminate, notwiths have, in the followin
 - 9.3.1 either Party Agreement within <<ins Party; or
 - 9.3.2 either Party compulsory reconstruction whole or any
- 9.4 The termination of which have already

10. Data Protection etc

- 10.1 In this Clause, "Dat time to time in the including, but not lir regulations made Communications Re
- 10.2 All personal data to processed, and he

ole to the indemnifying Party upon

to the indemnifying Party upon

plete control over any relevant

b terminate this Agreement under and the reasonable control of the Salon's Business Hours unable to be in breach of this Agreement and aid period or periods, but where ne or more particular sums are sser's Takings) the Hairdresser's pro rata on a time basis to take Equipment and Resources is not lon's Business Hours due to that

his Clause 8 are cumulative.

it is made and shall continue s.g. 6, 12, 18 months>>] subject to

at any time on giving at least [four] but having to give any reason for

Clause 9.1, this Agreement shall and remedies the Parties may

ne terms and obligations of this able of remedy, is not remedied ptice of such failure from the other

r liquidation – either voluntary or poses of bona fide corporate fareceiver is appointed over the ts

e without prejudice to any rights Parties under this Agreement.

means all legislation in force from ole to data protection and privacy the Data Protection Act 2018 (and the Privacy and Electronic nded.

Party") may use will be collected, accordance with Data Protection

Legislation, the rig ("Other Party"), an Parties ("Third Par Principal Hairdresse

- 10.3 For complete detail retention of personal personal data is used Party's and Third Partying (where apposed of the First Party. Each provided)
- 10.4 Neither Party may information of or re all material times th Hairdresser's Client
 - 10.4.1 the names, including th writing by the property and and for at least
 - 10.4.2 the same de Salon and the by it through

11. Nature of the Agreement

- 11.1 Without prejudice between the Salo Agreement, this Agreement to the arrangement facilities
- 11.2 No continuing relation
- 11.3 Neither Party shall other in any way, ar
- 11.4 This Agreement is mortgage, or charge its rights hereund obligations hereund consent not to be up
- 11.5 This Agreement or respect to its subject in writing signed by
- 11.6 Each Party acknow on any representati except as expressly and warranties are
- 11.7 No failure or delay Agreement shall be either Party of a bre be a waiver of any s

on Legislation of the other Party a Protection Legislation of Third s Clients or Salon's Clients, the).

llection, processing, storage, and imited to, the purpose(s) for which es for using it, details of the Other exercise them, and personal data should refer to the Privacy Notice ce [is available from it on request] dule].

wise make or keep any personal other Party. In order to ensure at er a person is a Salon's Client or a

details of Hairdresser's Clients, and times, shall be recorded in ecords shall be the Hairdresser's hout the period of this Agreement rmination; and

shall be recorded in writing by the Salon's property and maintained eement.

ach Party and the arrangements r as expressly set out in this any obligation on the part of either r services or any further contract,

r implied by this Agreement.

t it has, any authority to bind the iability for the other.

The Hairdresser may not assign, ting charge) or sub-license any of otherwise delegate any of its tten consent of the Salon, such

ement between the Parties with modified except by an instrument authorised representatives.

Ito this Agreement, it does not rely by or on behalf of the other Party ent, and all such representations tent permitted by law.

cising any of its rights under this er of that right, and no waiver by his Agreement shall be deemed to same or any other provision. 11.8 Nothing in this Agr venture, agency, e between the Parties Worker and the Sa as agent for or oth other Worker.

11.9 The Parties do not under or by virtue person who is not a

12. Severance

The Parties agree that, in Agreement is found to be provisions shall be deem remainder of this Agreement.

13. Notices

- 13.1 All notices under th if signed by the Par officer of that Party.
- 13.2 Notices shall be dea
 - 13.2.1 when delive registered m
 - 13.2.2 when sent, it
 - 13.2.3 on the fifth ordinary mai

In each case e-mail addre

14. Law and Jurisdiction

- 14.1 This Agreement (in therefrom or associaccordance with, the
- 14.2 Each Party irrevoca claim between the contractual matters shall fall within the

<<insert list of items of equipment hairdressing chair, mirror, hair drye

<<insert list of materials to be mad

<<insert list of services to be provi light, hot and cold water, towels, g d to create any partnership, joint landlord and tenant relationships loyment relationship between any does not enter into this Agreement or the Principal Hairdresser or any

r any part of it to be enforceable of third Parties) Act 1999 by any

r more of the provisions of this rwise unenforceable, that / those mainder of this Agreement. The rceable.

writing and be deemed duly given their behalf by a duly authorised

given:

ier or other messenger (including ss hours of the recipient; or

d a return receipt is generated; or g mailing, if mailed by national

sed to the most recent address or arty.

ual matters and obligations arising governed by, and construed in ales.

pute, controversy, proceedings or Agreement (including any nonherefrom or associated therewith) e courts of England and Wales.

Hairdresser. e.g. suitable s>>

r to use>>

eception, and waiting areas, heat, aning, waste disposal, use of

© Simply-Docs - EMP.SELF.02B - Hairdresse

Salon staff to wash hair, tea/coffee

S

[<<insert Salon's completed Privac [<<insert Hairdresser's completed

IN WITNESS WHEREOF this Ag before written

SIGNED by

Director
for and on behalf of
<<Full company name of the Hair

EITHER

[SIGNED by

<<Name and Title of Sole Trader t for and on behalf of <<Sole Trade

OR

[SIGNED by

Director for and on behalf of <<Full company name of the Salor executed the day and year first

ector of Hairdresser>>

Name>>]

ector of Salon>>

