

# SAEMPL

SELF EMPLOYED (INDIVIDUAL)

CHAIR RENTAL CONTRACT –

**THIS AGREEMENT** is made the  
**BETWEEN:**

- (1) <<Name of Nail Technician>> ("the Technician") and  
(2) <<Name of owner (sole proprietor)>> ("the Salon business") [a company registered in <<Country of origin>> with company number <<Company Registration Number>> whose registered address is <<Insert Address>>] ("the Salon")

**WHEREAS:**

- (A) At all material times the Technician has been engaged in the business of providing nail care services as a self-employed person;  
(B) The Salon, in addition to providing nail care services to their own clients at its premises, provides use of its premises, equipment and resources at those premises to self-employed persons;  
(C) The Technician wishes to provide nail care services to their clients in the Salon's premises, using the Salon's equipment and resources in accordance with the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless otherwise requires, the following expressions have the meanings set out below:

**"Business Day"**

any day other than Saturday or Sunday) on which the Salon is open for their full range of services at <<Insert location>>;

**"Fees"**

the sums payable to the Salon under sub-Clause

**"Nail Care Services"**

nail care services to be provided by the Technician (the "Nail Care Services") to the Technician's Clients;

**"Salon's Business Hours"**

the hours and days of the week when Salon is open for its clients>> excluding public holidays;

**"Salon's Client"**

any person who on any occasion contacts and books with the Salon to whom it provides Nail Care Services;

**"Salon's Equipment and Resources"**

all equipment, tools, furniture and other things which shall be made available for use by the Technician under this Agreement in the Salon by the Technician paying the Fees;

**"Technician's Client"**

any person who contacts and books directly with the Technician and whom the Technician chooses to provide Nail Care Services to independently at the Salon's premises;

**"Technician's Takings"**

all sums received directly from the Technician's Clients by the Technician for the provision of Nail Care Services in the Salon;

**"VAT"**

Value Added Tax; and

**“Worker”**

1.2 Unless the context of this Agreement requires otherwise,

1.2.1 “writing”, and “written” includes electronic communication;

1.2.2 a statute or regulation includes a reference to that statute or regulation as amended from time to time;

1.2.3 “this Agreement” includes this Agreement and each of the Schedules attached to this Agreement;

1.2.4 a Schedule includes a Schedule attached to this Agreement;

1.2.5 a Clause or Paragraph includes a reference to a Clause of this Agreement or a Paragraph of the relevant Schedule; and

1.2.6 a “Party” or “Parties” includes the parties to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular include the plural and vice versa.

1.5 References to any gender include the other gender.

**2. Technician’s Use of Salon Resources**

2.1 For the period of this Agreement, the Technician shall:

2.1.1 the Salon provide the Nail Care Services to the Technician for that purpose to use the Salon’s Equipment and Resources;

2.1.2 the Technician provide the Nail Care Services on an exclusive basis so that when any of the Salon’s Resources are not being used by the Technician, the Technician shall use it; and

2.1.3 the Salon not require the Technician to provide the Nail Care Services on the Salon’s premises.

2.2 Except for the Salon’s Equipment and Resources, the Salon, and any products and materials that the Technician uses, the Technician shall provide the Salon with the Salon’s premises.

2.3 The Technician shall provide the Salon with the Salon’s premises.

**3. Nail Care Services**

3.1 The Technician warrants that the Technician has the skill and experience to provide the Nail Care Services and any Worker(s) shall be responsible for the quality of the Nail Care Services, whether the Technician is self-employed or employed by the Salon.

self-employed or employed by the Salon, the Technician shall have the skill and experience, engaged by the Technician, to provide the Nail Care Services on the Salon’s premises.

reference in this Agreement to:

includes a reference to any

is a reference to that statute or regulation as amended from time to time;

this Agreement and each of the Schedules attached to this Agreement;

includes a reference to that statute or regulation as amended from time to time;

reference to a Clause of this Agreement or a Paragraph of the relevant Schedule;

parties to this Agreement.

for convenience only and shall have no effect upon the interpretation of this Agreement.

include the plural and vice versa.

other gender.

**Resources**

Salon’s Business Hours:

provide the Nail Care Services to the Technician for that purpose to use the Salon’s Equipment and Resources;

exclusive basis so that when any of the Salon’s Resources are not being used by the Technician, the Technician shall use it; and

and from time to time require the Technician to provide the Nail Care Services on the Salon’s premises.

resources to be made available by the Salon, and any products and materials that the Technician uses, the Technician shall provide the Salon with the Salon’s premises.

able supplies by the Salon to the Technician.

undertakes to the Salon (in the Technician’s reputation) that the Technician shall be responsible for the quality of the Nail Care Services, whether the Technician is self-employed or employed by the Salon.

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such Nail Care Services  
carried out competently

that all Nail Care Services will be  
care.

- |     |  |
|-----|--|
| 3.2 | The Technician may intend to be present at the Salon at the following times, e.g. 10:00 to 18:00, but shall not be obliged to be present for either all or any of the minimum period(s) payable irrespective of the period/s that the Technician is present.   |
| 3.3 | The Technician may substitute any Work Care Services provided by the business or adverse to the requisite skills and shall endeavour to consult in any case but is not bound by the Salon about the Technician's entitlement to object to the Technician) if in the Technician's skills or experience. |
| 3.4 | The Technician shall provide Work Care Services, the Technician directly to that Technician. The Client shall be deemed to be the Technician.  |
| 3.5 | Each Party shall take steps to ensure that the Technician's Clients are satisfied.   |
| 3.6 | Any complaints or disputes shall be dealt with by the Technician.  |
| 3.7 | The Technician may price list may (in the Technician's price list) from any Salon price list, own price and shall be deemed to be the Technician's price list.   |
| 3.8 | The Technician shall maintain which documents in accordance with the Act 2006.   |
| 3.9 | The Technician shall cover requirements of the Salon's Equipment and liability in relation to the Technician's   |

of the Salon's Business Hours but Worker is usually present in the following days: <<insert times and days, >>. However, the Technician shall be the presence of a Worker at or on the day or on any other times or for any other reason. Under Clause 6 shall be due and payable the fee for the length of time in any day that the Worker is present at the Salon.

on one or more occasions may  
another Worker to provide the Nail  
of not disrupting the Salon's own  
on, the Worker concerned has the  
Technician will use reasonable  
ehand about any such substitution  
Salon or to accede to any request  
Worker. The Salon shall only be  
(whether or not consulted by the  
pinion that Worker lacks requisite

the Technician's Clients for the Nail  
 to be providing their services  
 the Salon, and that Technician's  
 contractual relationship with the

necessary in any circumstances to  
by sub-Clause 3.4 is clear to

's Clients shall be directed to and

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

their business and the address at  
in accordance with the Companies

arranging all of their own insurance including public liability, loss or damage to equipment by the Technician, and employer's liability.

#### 4. Competition

- 4.1 During the period of the custom of any months>> from the solicit any custom fr
- 4.2 During the period

Technician may not solicit or accept a period of <<insert period e.g. 6 months>> after the agreement the Technician may not

thereafter, the Technician may

# E

Salon's Client, and the Salon may  
Technician's Client.

- and the Technician under this is to say that, subject to the other and any Worker can at any time which are the same as or similar at any time arrange with others or sub-contractors to or to the Salon or to clients which services.

- ts or consumables from the Salon  
or the Technician to purchase from  
nd to) do so in any instance. The  
those or any other products or  
may sell any product range to any

pendent contractor and shall have

- pendent contractor and shall have

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- the contributions or similar taxes or amounts paid or payable to the State under or in relation to this

- the Salon in respect of any claims  
es against the Salon in respect of  
ns or similar taxes or contributions,  
ne Nail Care Services provided by

- does it rely or depend on, any of the Nail Care Services activities and use of any Workers engaged by the Technician to determine, shall not seek to supervise, direct or control the provision of the Nail Care Services or to do so.

- business have ultimate command  
responsible for its finances and taxation  
losses.

ows to the Salon, in consideration  
sources.

- ows to the Salon, in consideration  
sources.

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

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6.3 [For the purposes of this Clause, the Technician's Takings shall not be deemed to include the Technician (or any Worker) for performing the Nail Care Services (or any other services) outside of the Salon or for performing the Salon's Equipment and Resources, provided that the Technician's Takings have not been performed in breach of the requirements of sub-Clause 2.1.

6.4 All sums payable by the Technician under this Agreement are exclusive of any VAT that may be charged.

6.5 Each Party shall keep up-to-date accounting records relating to its business and shall make the same available for inspection by the other Party on reasonable request. The Party shall provide evidence that the records are true and complete according to this Agreement.

6.6 Any sums which remain due after the due date for payment shall incur interest at the rate of >>% per annum above the base lending rate of <<in force at the time to time. Interest shall accrue on a daily basis from the due date until the actual date of payment or judgment. Any interest due shall be payable when payment of the principal sum is made.

## 7. Technician's and Salon's Indemnity

7.1 Subject to Clause 8, the Technician undertakes to indemnify the Salon and keep the Salon indemnified from and against all actions, proceedings, claims, damages, costs (including without prejudice to the generalities of this provision) awarded against the Salon on a solicitor and own-client basis), awarded as a result of any breach of the obligations under this Agreement or as a result of the Technician's undertaking to provide Nail Care Services under this Agreement.

7.2 Subject to Clause 8, the Salon undertakes to indemnify the Technician and keep the Technician indemnified from and against all actions, proceedings, claims, damages, costs (including without prejudice to the generalities of this provision) awarded against the Technician on a solicitor and own-client basis), awarded as a result of any breach of the obligations under this Agreement or as a result of the Salon's undertaking to provide Nail Care Services under this Agreement.

## 8. Liability

8.1 This Clause 8 limits the entire financial liability of each Party to the other:

- 8.1.1 for any breach of the obligations under this Agreement;
- 8.1.2 under the indemnities provided by each Party to the other; and
- 8.1.3 for any representation, negligent or otherwise, or tortious act or omission (including, without prejudice to the generality of each of statutory duty) arising out of or in connection with the performance of the obligations under this Agreement.

8.2 Subject to sub-Clause 8.1, each Party shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty or consequential damage or loss.

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- ability of either Party to the other for  
negligent or wilful misconduct, or for

- Each Party to the other (whether in person, for breach of statutory duty or out of or in connection with this event (or series of connected acts, preceding twelve month period (the Agreement) shall be either such sum 0%>>> of the total amount paid or per Clause 6.2 in the twelve month ever is the greater sum.

- ly only if the indemnified Party:

- Immediately in writing upon becoming  
claim, demand or costs;

- lements without the indemnifying

- able to the indemnifying Party upon

- to the indemnifying Party upon

- Complete control over any relevant

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

- This Clause 8 are cumulative.

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- it is made and shall continue  
e.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  
s and remedies the Parties may

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9.3.1 either Party  
Agreement  
within <<ins  
Party; or

9.3.2 either Party  
compulsory  
reconstructio  
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 lin  
regulations made  
Communications Re

10.2 All personal data t  
processed, and he  
Legislation, the rig  
("Other Party"), an  
Parties ("Third Par  
Clients).

10.3 For complete detai  
retention of persona  
personal data is use  
Party's and Third P  
sharing (where app  
of the First Party. E  
[has been provided]

10.4 Neither Party may  
information of or re  
all material times th  
Technician's Client:

10.4.1 the names,  
including th  
writing by t  
property and  
and for at lea

10.4.2 the same de  
Salon and th  
by it through

## 11. Nature of the Agreement

11.1 Without prejudice  
between the Salon  
this Agreement doe  
offer to the other  
arrangement facilitie

11.2 No continuing relati

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

r liquidation – either voluntary or  
poses of bona fide corporate  
f a receiver is appointed over the  
ts.

without prejudice to any rights  
Parties under this Agreement.

means all legislation in force from  
ple 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  
on Legislation of the other Party  
a Protection Legislation of Third  
s, Technician's Clients or Salon's

llection, processing, storage, and  
limited 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 Technician's Clients,  
and times, shall be recorded in  
records shall be the Technician's  
hout the period of this Agreement  
mination; and

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

ach Party and the arrangements  
xpressly set out in this Agreement,  
tion on the part of either Party to  
services or any further contract,

r implied by this Agreement.



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11.3 Neither Party shall bind the other in any way

that they have, any authority to bind the other or accept liability for the other.

11.4 This Agreement is not a mortgage, or charge, or assignment of its rights hereunder or its obligations hereunder, and its consent not to be used

The Technician may not assign, sub-license (including charge) or sub-license any of their rights or otherwise delegate any of their rights without the written consent of the Salon, such

11.5 This Agreement cannot be varied in respect to its subject matter in writing signed by

an instrument in writing between the Parties with the exception of being modified except by an instrument in writing authorised representatives.

11.6 Each Party acknowledges that on any representation made except as expressly stated and warranties are

made in relation to this Agreement, it does not rely on any representation made by or on behalf of the other Party in relation to this Agreement, and all such representations are subject to the extent permitted by law.

11.7 No failure or delay in the performance of this Agreement shall be deemed to be either Party of a breach of this Agreement or be a waiver of any

waiver of any of their rights under this Agreement or of that right, and no waiver by either Party of this Agreement shall be deemed to be a waiver of the same or any other provision.

11.8 Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, or any other relationship between the Parties or between the Worker and either the

Salon or any other person, and no relationship shall be deemed to exist between any person and the Salon or any other person.

11.9 The Parties do not intend this Agreement to be enforceable under or by virtue of the Contracts (Rights of third Parties) Act 1999 by any

person who is not a party to this Agreement.

## 12. Severance

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed to be severed and the remainder of this Agreement shall remain enforceable.

For more of the provisions of this Agreement, see the full Agreement. If any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed to be severed and the remainder of this Agreement shall remain enforceable.

## 13. Notices

13.1 All notices under this Agreement shall be in writing and if signed by the Party shall be deemed to be given by the officer of that Party.

Notices shall be deemed to be given in writing and be deemed duly given if signed by the Party on their behalf by a duly authorised

13.2 Notices shall be deemed to be given:

given:

13.2.1 when delivered to the registered member of the Party

by a duly authorised officer or other messenger (including by post) outside of the business hours of the recipient; or

13.2.2 when sent, if a return receipt is generated; or

by a duly authorised officer or other messenger (including by post) outside of the business hours of the recipient; or

13.2.3 on the fifth day after the date of the ordinary mailing

by post, if mailed by national

In each case the notice shall be deemed to be given to the most recent address or e-mail address of the Party.

Notices shall be deemed to be given to the most recent address or e-mail address of the Party.

## 14. Law and Jurisdiction

14.1 This Agreement (including any dispute arising therefrom or associated with it) shall be governed by and construed in

accordance with the law of the United Kingdom and shall be governed by, and construed in

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accordance with, the  
14.2 Each Party irrevocably  
claim between the  
contractual matters  
shall fall within the e

ales.

pute, controversy, proceedings or  
Agreement (including any non-  
herefrom or associated therewith)  
the courts of England and Wales.

<<insert list of items of equipment  
chair, table, mirror, toilet/kitchen fa

Technician. e.g. suitable nail care

<<insert list of materials to be made  
to use>>

<<insert list of services to be provided  
light, hot and cold water, towels, g  
Salon staff, tea/coffee for clients>>

ception, and waiting areas, heat,  
cleaning, waste disposal, use of

[<<insert Salon's completed Privacy

[<<insert Technician's completed P

**IN WITNESS WHEREOF** this Ag  
before written

executed the day and year first

SIGNED by

.....

<<Full name of the Technician>>

**EITHER**

[SIGNED by

.....

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

Name>>]

**OR**

[SIGNED by

.....

<<insert full name of a director of S  
Director

for and on behalf of

<<Full company name of the Salon