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SELF EMPLOYED (INDIVIDUAL

AIR RENTAL CONTRACT (OWN

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THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Hairdresser>>
- (2) <<Name of owner (sole registered in <<Country of Number>> whose registered

the Hairdresser”) and

Salon business>> [a company number <<Company Registration Insert Address>> (“the Salon”)

WHEREAS:

- (A) At all material times the hairdressing services as a
- (B) The Salon, in addition to premises, provides use of premises to self-employed
- (C) The Hairdresser wishes to premises, using the Salon’s with the terms and condition

ed in the business of providing

services to their own clients at its equipment and resources at those

s to their clients in the Salon’s ment and resources in accordance

IT IS AGREED as follows:

1. **Definitions and Interpretation**

- 1.1 In this Agreement expressions have the

otherwise requires, the following

“Business Day”

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

“Fees”

e to the Salon under sub-Clause

“Hairdresser’s Client”

contacts and books directly with the e Hairdresser chooses to provide ces independently at the Salon’s

“Hairdressing Services”

g Services to be provided by the orker) to the Hairdresser’s Clients mitted by this Agreement, to a

“Hairdresser’s Takings”

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

“Salon’s Business Hours”

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

“Salon’s Client”

any occasion contacts and books to whom it then provides

“Salon’s Equipment and Resources”

“VAT”

“Worker”

- 1.2 Unless the context of the Agreement requires otherwise, the following definitions shall apply:
- 1.2.1 “writing”, and “written”, shall include any electronic communication;
- 1.2.2 a statute or regulation shall mean a statute or provision as in force at the relevant time;
- 1.2.3 “this Agreement” shall mean this Agreement and each of the Schedules attached to this Agreement;
- 1.2.4 a Schedule shall mean a Schedule to this Agreement;
- 1.2.5 a Clause or Paragraph shall mean a Clause or Paragraph (other than a Schedule) of the relevant Schedule;
- 1.2.6 a “Party” or “Parties” shall mean the parties to this Agreement.

- 1.3 The headings used in the Agreement shall have no effect upon the interpretation of the Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. Hairdresser’s Use of Salon’s Equipment and Resources

- 2.1 For the period of this Agreement, the Hairdresser shall have the exclusive right to use the Salon’s Equipment and Resources for the purpose of providing the Hairdressing Services to the Salon’s Clients and for that purpose to use the Salon’s Equipment and Resources on an exclusive basis so that when any of the Salon’s Equipment and Resources are not being used by the Hairdresser, the Hairdresser shall be obliged to use it; and
- 2.1.1 the Salon permits the Hairdresser to use the Salon’s Equipment and Resources for the purpose of providing the Hairdressing Services to the Salon’s Clients and for that purpose to use the Salon’s Equipment and Resources on an exclusive basis so that when any of the Salon’s Equipment and Resources are not being used by the Hairdresser, the Hairdresser shall be obliged to use it; and
- 2.1.2 the Hairdresser shall be obliged to use the Salon’s Equipment and Resources on an exclusive basis so that when any of the Salon’s Equipment and Resources are not being used by the Hairdresser, the Hairdresser shall be obliged to use it; and
- 2.1.3 the Salon may from time to time require the Hairdresser to provide a suitable hairdressing chair within the Salon premises;
- 2.2 Except for the Salon’s Equipment and Resources, and any products sold to the Hairdresser, the Hairdresser shall provide all equipment, shampoo, conditioner, hair colour, and other hair care products and materials needed by the Hairdresser for their business on their business at the Salon’s premises.
- 2.3 The Hairdresser shall be obliged to provide all equipment, shampoo, conditioner, hair colour, and other hair care products and materials needed by the Hairdresser for their business on their business at the Salon’s premises.

other equipment and other things which shall be made available for use by the Hairdresser under this Agreement in accordance with the Hairdresser paying the Fees;

; and

self-employed or employed by the Hairdresser, of sufficient skill and experience, engaged to provide the Hairdressing Services to the Salon’s Clients.

reference in this Agreement to:

shall include a reference to any

is a reference to that statute or provision as in force at the relevant time;

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

ment;

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

parties to this Agreement.

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

clude the plural and vice versa.

other gender.

Equipment and Resources

Salon’s Business Hours:

provide the Hairdressing Services to the Salon’s Clients and for that purpose to use the Salon’s Equipment and Resources on an exclusive basis so that when any of the Salon’s Equipment and Resources are not being used by the Hairdresser, the Hairdresser shall be obliged to use it; and

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ble supplies by the Salon to the Hairdresser.

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- 5.4 Neither Party shall be responsible for the decisions of the other Party in relation to the Hairdressing Services and working methods, and those of any Workers engaged by the Hairdresser. The Hairdresser shall determine, supervise, direct or control the provision of the Hairdressing Services. The Salon shall not seek to interfere with the business of the Hairdresser or any Workers in the provision of the Hairdressing Services and shall have any right to do so.
- 5.5 Each Party shall in relation to the business have ultimate command and authority over the business and be responsible for its finances and taxation matters.

6. Consideration

- 6.1 The Hairdresser shall provide the Hairdressing Services to the Salon, in consideration of the sums payable to the Hairdresser from the Salon's sources.
- 6.2 The Hairdresser shall provide the Hairdressing Services at <<insert frequency, e.g. daily, weekly, monthly>> during a period of <<insert period, e.g. day, week, month>> for a fee to comprise [a flat rate fee of £<<insert sum>>] [plus] [which shall be a fee amount equal to <<insert percentage>>% of the sums paid or a fee of £<<insert sum>>].
- 6.3 [For the purposes of this Agreement, the Hairdresser's Takings shall not be deemed to include any sums received by the Hairdresser (or any Worker) for any other services) outside of the provision of the Hairdressing Services using the Salon's Equipment and Resources, provided that such services have not been performed in breach of the requirements of sub-clause 6.2.]
- 6.4 Where, pursuant to this Agreement, the Hairdresser (or any Worker) chooses to provide any Hairdressing Services to a Salon's Client referred to them by the Salon, the Hairdresser shall pay to the Salon on that occasion and the Salon shall pay to the Hairdresser for such subcontracted services an amount of <<insert percentage>>% of the sums paid to the Salon by the Salon's Client at the end of the <<insert period, e.g. month>> during which those Hairdressing Services have been provided.
- 6.5 All sums payable by the Salon to the Hairdresser pursuant to this Agreement are exclusive of any VAT that may be charged.
- 6.6 Each Party shall keep up-to-date accounting records relating to its business and shall make such records available for inspection by the other Party on reasonable notice. The Hairdresser shall provide evidence that the sums paid which are payable to the Hairdresser as subcontracted services are paid or payable by either Party to the other Party in full and complete according to this Agreement.
- 6.7 The Salon shall not be responsible for any Worker in respect of the provision of the Hairdressing Services.
- 6.8 Any sums which remain due after the due date for payment shall incur interest at the rate of <<insert percentage>>% per annum above the base lending rate of <<insert rate>>% from 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 overdue sum is made.

7. **Hairdresser's and Salon's**

7.1 Subject to Clause 2.1, the Hairdresser and the Salon shall keep the other Party indemnified from and against all actions, proceedings, costs (including without prejudice to the legal costs of the Hairdresser on a solicitor and own-client basis), or damages howsoever arising – directly or indirectly – as a result of the performance by the Hairdresser of any of the Hairdresser's obligations under this Agreement or as a result of the exercise of their right under sub-Clause 2.1 to provide the Services.

7.2 Subject to Clause 2.1, the Hairdresser shall keep the Salon fully indemnified from and against all actions, proceedings, demands, costs (including without prejudice to the legal costs of the Hairdresser on a solicitor and own-client basis), or damages howsoever arising – directly or indirectly – as a result of the performance by the Salon of any of the Salon's obligations under this Agreement.

8. **Liability**

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

8.1.1 for any breach of contract;

8.1.2 under the indemnities provided by each Party to the other; and

8.1.3 for any representation or tortious act or omission (including, but not limited to, breach of each of statutory duty) arising out of or in connection with the Services.

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 that may be suffered by the other Party arising out of or in connection with this Agreement.

8.3 Nothing in this Agreement shall limit the liability of either Party to the other for fraud or fraudulent misrepresentation, deliberate or wilful misconduct, or for death or personal injury.

8.4 Subject to 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) arising out of or in connection with this Agreement for any representation or tortious act or omission (including, but not limited to, breach of each of statutory duty) arising out of or in connection with the Services, provided that the total amount paid or payable to the Salon under Clause 6.2 in the twelve month period concerned does not exceed the sum of the following:

8.5 Each indemnity set out in sub-Clauses 8.1.1 to 8.1.3 shall only be payable if the indemnified Party:

8.5.1 notifies the indemnifying Party immediately in writing upon becoming aware of any claim, demand or costs;

8.5.2 makes no admission of liability without the indemnifying Party's prior written consent.

by undertakes to indemnify the indemnified from and against all actions, proceedings, costs (including without prejudice to the legal costs of the Salon on a solicitor and own-client basis), or damages howsoever arising – directly or indirectly – as a result of the performance by the Hairdresser of any of the Hairdresser's obligations under this Agreement or as a result of the exercise of their right under sub-Clause 2.1 to provide the Services.

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the entire financial liability of each Party to the other:

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ly only if the indemnified Party:

mediately in writing upon becoming aware of any claim, demand or costs;

ements without the indemnifying Party's prior written consent.

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8.5.3 makes all request; to the indemnifying Party upon

8.5.4 provides all request; and to the indemnifying Party upon

8.5.5 allows the litigation and complete control over any relevant

8.6 [Without prejudice to Clause 9, if as a result of the Salon it is for any period that the Salon is unable to keep the Salon open for its consequent use of the Salon's Equipment and Resources to the extent provided for under sub-Clause 8.5.3, the Hairdresser shall be liable to the Employer for each sum payable (i.e. not a liability for each sum payable) on a pro rata on a time basis to take account of the period during which the Salon's Equipment and Resources is not available to the Hairdresser for the Salon's Business Hours due to that cause.]

8.7 The limitations and remedies provided in this Clause 8 are cumulative.

9. Term and termination

9.1 This Agreement shall continue in force from the date it is made and shall continue thereafter [indefinite period or e.g. 6, 12, 18 months>>] subject to the following.

9.2 Either Party may terminate this Agreement at any time on giving at least [four] weeks' prior notice in writing to the other Party without having to give any reason for such termination.

9.3 Without prejudice to the termination of this Agreement, Clause 9.1, this Agreement shall terminate, notwithstanding anything to the contrary, if and remedies the Parties may have, in the following circumstances:

9.3.1 either Party fails to comply with the terms and obligations of this Agreement and the failure, if not remedied within <<insert period>> days of written notice of such failure from the other Party; or

9.3.2 either Party becomes insolvent or is in liquidation – either voluntary or compulsory or is the subject of a proposed or proposed or a receiver is appointed over the whole or any part of its assets.

9.4 The termination of this Agreement shall be without prejudice to any rights or remedies which have already accrued to either Party under this Agreement.

10. Data Protection etc

10.1 In this Clause, "Data Protection Legislation" means all legislation in force from time to time in the United Kingdom relating to data protection and privacy including, but not limited to, the Data Protection Act 2018 (and any amendments thereto) and the Privacy and Electronic Communications Regulations 2003 (as amended).

10.2 All personal data that the Employer (Party) may use will be collected, stored, processed, and handled in accordance with Data Protection Legislation.

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Legislation, the right of access to personal data ("Other Party"), and any other Parties ("Third Parties" or "Third Parties' Clients").

10.3 For complete details of collection, processing, storage, and retention of personal data is used for the purposes for which it is collected, the purpose(s) for which it is used, the details of the Other Party's and Third Parties' exercise of their rights, and personal data sharing (where applicable) of the First Party. Each Party should refer to the Privacy Notice [is available from it on request] [has been provided] [is available from it on request] [has been provided].

10.4 Neither Party may use or rely on the information of or received from the other Party. In order to ensure at all material times that the information is accurate, the Hairdresser's Client

10.4.1 the names, addresses, telephone numbers, and e-mail addresses, including the details of Hairdresser's Clients, and times, shall be recorded in writing by the Hairdresser's Clients. Records shall be the Hairdresser's property and shall be maintained throughout the period of this Agreement and for at least five (5) years after termination; and

10.4.2 the same details shall be recorded in writing by the Hairdresser's Clients. The Salon and the Hairdresser shall be recorded in writing by the Hairdresser's Clients. The Salon's property and maintained in accordance with the Agreement.

11. Nature of the Agreement

11.1 Without prejudice to the fact that each Party and the arrangements between the Salon and the Hairdresser as expressly set out in this Agreement, this Agreement shall not create any obligation on the part of either Party to offer to the other Party services or any further contract, arrangement, facility, or benefit.

11.2 No continuing relationship shall be implied by this Agreement.

11.3 Neither Party shall be liable to the other in any way for any loss or damage suffered by the other Party.

11.4 This Agreement is not a mortgage, or charge, or security, or assignment, or sub-license, or otherwise delegate any of their rights hereunder to the other Party, without the written consent of the Salon, such consent not to be unreasonably withheld.

11.5 This Agreement shall be subject to its subject matter in writing signed by the Hairdresser's Clients.

11.6 Each Party acknowledges that it does not rely on any representation made by or on behalf of the other Party in entering into this Agreement, and all such representations and warranties are hereby waived.

11.7 No failure or delay in the performance of any of the obligations of either Party under this Agreement shall be deemed to be a waiver of any such obligation.

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

collection, processing, storage, and retention of personal data is used for the purposes for which it is collected, the purpose(s) for which it is used, the details of the Other Party's and Third Parties' exercise of their rights, and personal data sharing (where applicable) of the First Party. Each Party should refer to the Privacy Notice [is available from it on request] [has been provided] [is available from it on request] [has been provided].

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This Agreement shall be subject to its subject matter in writing signed by the Hairdresser's Clients.

Each Party acknowledges that it does not rely on any representation made by or on behalf of the other Party in entering into this Agreement, and all such representations and warranties are hereby waived.

No failure or delay in the performance of any of the obligations of either Party under this Agreement shall be deemed to be a waiver of any such obligation.

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11.8 Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, or other relationship between the Parties or an employment relationship between any Worker and either the Employer or the Employer's Client.

Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, or other relationship between the Parties or an employment relationship between any Worker and either the Employer or the Employer's Client.

11.9 The Parties do not intend for any part of it 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.

The Parties do not intend for any part of it 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 severed from the remainder of this Agreement.

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

13. Notices

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

All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party or its duly authorised officer of that Party.

13.2 Notices shall be deemed to have been given:

to have been given:

13.2.1 when delivered to the recipient by registered mail;

13.2.1 by courier or other messenger (including overnight delivery) outside normal business hours of the recipient; or

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

13.2.2 by email, and a return receipt is generated; or

13.2.3 on the fifth business day after mailing, if mailed by national ordinary mail.

13.2.3 by national ordinary mailing, if mailed by national ordinary mailing.

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

In each case, the notice shall be deemed to have been 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 therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

This Agreement (including any dispute arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

14.2 Each Party irrevocably and exclusively agrees that any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

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<<insert list of items of equipment to be provided by the Employer, e.g. hairdressing chair, mirror, hair dryer, etc.>>

<<insert list of items of equipment to be provided by the Employer, e.g. hairdresser, e.g. suitable for use>>

<<insert list of materials to be made available to the Worker, e.g. hair, etc.>>

<<insert list of materials to be made available to the Worker, e.g. hair, etc.>>

<<insert list of services to be provided by the Employer, e.g. reception, and waiting areas, heat, light, hot and cold water, towels, grooming, etc.>>
Salon staff to wash hair, tea/coffee, etc.

<<insert list of services to be provided by the Employer, e.g. reception, and waiting areas, heat, light, hot and cold water, towels, grooming, etc.>>
Salon staff to wash hair, tea/coffee, etc.

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[<<insert Salon's completed Private

[<<insert Hairdresser's completed

IN WITNESS WHEREOF this Agreement was
before written

executed the day and year first

SIGNED by

.....

<<Full name of the Hairdresser>>

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EITHER

[SIGNED by

.....

<<Name and Title of Sole Trader to be signed
for and on behalf of <<Sole Trader

Name>>]

M

OR

[SIGNED by

.....

<<insert full name of a director of the Salon
Director
for and on behalf of
<<Full company name of the Salon

P

L

E