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SELF EMPLOYED (INDIVIDUAL
(OWNERS))

HAIR SALON'S CHAIR RENTAL CONTRACT
(CLIENTS)

THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Beauty Therapist>> (“the Therapist”) and
- (2) <<Name of owner (sole proprietor or company) of the Salon business>> [a company registered in <<Country of origin>> with company registration number <<Company Registration Number>> whose registered office is <<Insert Address>>] (“the Salon”)

WHEREAS:

- (A) At all material times the Therapist has been engaged in the business of providing beauty therapy services as a self-employed person;
- (B) The Salon, in addition to providing beauty therapy services to their own clients at its premises, provides use of its premises, equipment and resources at those premises to self-employed beauty therapists;
- (C) The Therapist wishes to provide beauty therapy services to their clients in the Salon’s premises, using the Salon’s chair and 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 following meanings:
 - “Beauty Therapy Services” means Beauty Therapy Services to be provided by the Therapist (as an independent contractor/worker) to the Therapist’s Clients as permitted by this Agreement, to a maximum of <<Insert number>> Clients per <<Insert Business Day>> (other than Saturday or Sunday) on <<Insert days>> when the Salon is open for their full range of services at <<Insert location>>;
 - “Business Day” means any day other than Saturday or Sunday;
 - “Fees” means the Fees payable to the Salon under sub-Clause <<Insert number>> of this Agreement;
 - “Salon’s Business Hours” means the hours and days of the week when Salon is open for its clients>> excluding public holidays;
 - “Salon’s Client” means any person who on any occasion contacts and books the Salon for Beauty Therapy Services to whom it then provides Beauty Therapy Services;
 - “Salon’s Equipment and Resources” means the Salon’s premises, equipment and other things which shall be made available for the use of the Therapist under this Agreement in accordance with the Therapist paying the Fees;
 - “Therapist’s Client” means any person who on any occasion contacts and books directly with the Therapist for Beauty Therapy Services. The Therapist chooses to provide the Beauty Therapy Services independently at the Salon’s premises.

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“Therapist’s Takings”

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he Therapist for the provision of
ervices in the Salon;

“VAT”

; and

“Worker”

self-employed or employed by the
skill and experience, engaged by
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1.2 Unless the context of

reference in this Agreement to:

1.2.1 “writing”, an
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ion includes a reference to any

1.2.2 a statute or
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at the relevant time;

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

1.2.6 a "Party" or t

parties to this Agreement.

1.3 The headings used
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2. **Therapist’s Use of Salon**

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3. **Beauty Therapy Services**

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3.2 The Therapist may
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3.4 Where a client is a...
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3.6 Each Party shall ta...
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b-Clauses 3.4 and 3.5 are clear to

3.7 Any complaints or...
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3.8 The Therapist may...
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3.9 The Therapist sha...
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4. **Competition**

- 4.1 The Therapist may not solicit or accept the custom of a client during or before the term of this Agreement, except as permitted by sub-Clause 4.2.
- 4.2 The Therapist may not solicit or accept the custom of a Salon's Client on any previous occasion, except as permitted by sub-Clause 4.2.
- 4.3 [For a period of << [Specify Time Period] >> from the termination of this Agreement the Therapist shall not solicit or accept the custom from a Salon's Client].
- 4.4 During the period << [Specify Time Period] >> and thereafter, the Therapist may not solicit or accept the custom of a Salon's Client, and the Salon may not solicit or accept the custom of a Therapist Client.
- 4.5 The arrangements between the Therapist under this Agreement and the Salon are mutually non-exclusive, that, subject to the other provisions of this Agreement, the Therapist and the Salon Worker can at any time provide to clients services which are the same as or similar to the Beauty Therapy Services provided by the Salon at any time arrange with others (whether self-employed or employees of the Salon) to provide Beauty Therapy Services to or employees of the Salon or to clients which are the same as or similar to the Beauty Therapy Services provided by the Salon.
- 4.6 If the Therapist wishes to purchase Beauty Therapy Services or consumables from the Salon or the Salon Worker, the Therapist may in any instance do so. The Therapist may in any instance purchase from the Salon or the Salon Worker those or any other products or consumables which may sell any product range to any Salon Worker.

his Agreement solicit or accept the custom of a Salon's Client on any previous occasion, except as permitted by sub-Clause 4.2.

Agreement accept the custom of a Salon's Client arrives at the Salon, that Salon's Client is present at the Salon, and the Therapist chooses to provide the Beauty Therapy Services to that Salon's Client as the Salon's subcontractor on that occasion.

ths>> from the termination of this Agreement the Therapist shall not solicit or accept the custom from a Salon's Client].

d thereafter, the Therapist may not solicit or accept the custom of a Salon's Client, and the Salon may not solicit or accept the custom of a Therapist Client.

he Therapist under this Agreement and the Salon are mutually non-exclusive, that, subject to the other provisions of this Agreement, the Therapist and the Salon Worker can at any time provide to clients services which are the same as or similar to the Beauty Therapy Services provided by the Salon at any time arrange with others (whether self-employed or employees of the Salon) to provide Beauty Therapy Services to or employees of the Salon or to clients which are the same as or similar to the Beauty Therapy Services provided by the Salon.

s or consumables from the Salon or the Salon Worker, the Therapist may in any instance do so in any instance. The Therapist may in any instance purchase from the Salon or the Salon Worker those or any other products or consumables which may sell any product range to any Salon Worker.

5. **Self-Employment etc**

- 5.1 The Therapist shall be an independent contractor and shall have the status of a self-employed person.
- 5.2 The Therapist shall be responsible for:
 - 5.2.1 all of their expenses
 - 5.2.2 all income tax and contributions to the Social Security by the Therapist under or in relation to this Agreement.
- 5.3 The Therapist hereby releases the Salon in respect of any claims that may be made against the Salon in respect of income tax or national insurance contributions, including interest and penalties provided by the Therapist.
- 5.4 Neither Party shall be liable for the decisions of the other in respect of their activities and work.

pendent contractor and shall have the status of a self-employed person.

he Therapist shall be responsible for:

- 5.2.1 all of their expenses
- 5.2.2 all income tax and contributions to the Social Security by the Therapist under or in relation to this Agreement.

he Salon in respect of any claims that may be made against the Salon in respect of income tax or national insurance contributions, including interest and penalties provided by the Therapist.

oes it rely or depend on, any decision made by the Salon Worker, the Beauty Therapy Services provided by the Therapist and those of any Workers

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engaged by the Therapist to determine, supervise, direct or manage the Beauty Therapy Services to be exclusively for the Therapist to

The Salon shall not seek to employ any Workers in the provision of the Beauty Therapy Services and shall have any right to do so.

5.5 Each Party shall retain its own business and authority over its own affairs, and enjoy its own

business have ultimate command and control and be responsible for its finances and taxation matters.

6. **Consideration**

6.1 The Therapist shall provide Beauty Therapy Services for the use of the Salon

as set out in Clause 6.2 below to the Salon, in consideration of the Salon's provision of its resources.

6.2 The Therapist shall provide Beauty Therapy Services at <<insert frequency, e.g. daily, weekly, monthly>> intervals of <<insert period, e.g. day, week, month>> the sum>>] [plus] [which shall be a fee amount equal to <<insert percentage>>% of the Therapist's Takings for a fee of £<<insert sum>>].

6.3 [For the purposes of this Agreement, the Therapist's Takings shall not be deemed to include any Beauty Therapy Services performed by the Therapist (or any Worker) for any other services) outside of the Salon or for performing Beauty Therapy Services using the Salon's Equipment and Resources, provided that such services have not been performed in breach of the terms of this Agreement.

6.4 Where, pursuant to Clause 6.2, the Therapist provides any Beauty Therapy Services to the Salon, the Therapist shall provide to the Salon on that occasion and the Therapist shall provide to the Salon on that occasion an amount of <<insert percentage>>% of the sums paid to the Salon by the Salon for Beauty Therapy Services at the end of the <<insert period, e.g. weekly, monthly, quarterly, half yearly, yearly>> period during which those Beauty Therapy Services have been provided.

6.4 Where, pursuant to Clause 6.2, the Therapist (or any Worker) chooses to provide any Beauty Therapy Services to the Salon's Client referred to them by the Salon, the Therapist shall subcontract to the Salon on that occasion and the Therapist shall provide to the Salon on that occasion an amount of <<insert percentage>>% of the sums paid to the Salon by the Salon for Beauty Therapy Services at the end of the <<insert period, e.g. weekly, monthly, quarterly, half yearly, yearly>> period during which those Beauty Therapy Services have been provided.

6.5 All sums payable by the Salon to the Therapist under this Agreement are exclusive of any VAT that may be charged.

6.5 All sums payable by the Salon to the Therapist under 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 request. The Party shall provide evidence that the records are true and correct to the Therapist as subcontractor to the Salon. The Party shall provide to the other Party a copy of such records complete according to this Agreement.

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 request. The Party shall provide evidence that the records are true and correct to the Therapist as subcontractor to the Salon. The Party shall provide to the other Party a copy of such records complete according to this Agreement.

6.7 The Salon shall not employ any Worker in respect of the Beauty Therapy Services.

6.7 The Salon shall not employ any Worker in respect of the Beauty Therapy Services.

6.8 Any sums which remain due to the Salon after the due date for payment shall incur interest at the rate of <<insert percentage>>% per annum above the base lending rate of <<insert percentage>>% per annum 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.

6.8 Any sums which remain due to the Salon after the due date for payment shall incur interest at the rate of <<insert percentage>>% per annum above the base lending rate of <<insert percentage>>% per annum 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. **Therapist's and Salon's Indemnity**

7.1 Subject to Clause 8, the Therapist shall indemnify the Salon and keep the Salon

7.1 Subject to Clause 8, the Therapist shall indemnify the Salon and keep the Salon indemnified from and against all actions, claims, damages, costs and expenses, including reasonable legal costs, incurred by the Salon in connection with the performance of the Beauty Therapy Services.

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7.2 Subject to Clause 8
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der this Agreement.

8. **Liability**

8.1 This Clause 8 limits
Party to the other:

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en by each Party to the other; and

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ll be liable to the other, whether in
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t or consequential damage or loss
arises out of or in connection with

8.3 Nothing in this Agre
fraud or fraudulent r
death or personal in

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

8.4 Subject to Clause 8
contract, tort (includ
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Agreement for any
omissions or event
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ach Party to the other (whether in
on, for breach of statutory duty or
ut of or in connection with this
event (or series of connected acts,
ceeding twelve month period (the
reement) shall be either such sum
<<0%>> of the total amount paid or
er Clause 6.2 in the twelve month
ever is the greater sum.

8.5 Each indemnity set

ly only if the indemnified Party:

8.5.1 notifies the
aware of any

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

8.5.2 makes no a
Party's prior

ements without the indemnifying

8.5.3 makes all re
request;

ple to the indemnifying Party upon

8.5.4 provides all
request; and

to the indemnifying Party upon

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8.5.5 allows the complete control over any relevant litigation and

8.6 [Without prejudice to Clause 9, if as a result of the Salon it is for any purpose to keep the Salon open for its consequent Resources to the Therapist sub-Clause 6.2 Fees not a percentage of the sum shall be reduced when the Salon's Equipment during any Salon's

8.7 The limitations and this Clause 8 are cumulative.

9. **Term and termination**

9.1 This Agreement shall terminate it is made and shall continue thereafter [indefinite period (e.g. 6, 12, 18 months>>] subject to the following.

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

9.3 Without prejudice to Clause 9.1, this Agreement shall terminate, notwithstanding the above, if the Parties may have, in the following circumstances:

9.3.1 either Party breaches the terms and obligations of this Agreement within <<insert period>> of remedy, is not remedied within <<insert period>> of notice of such failure from the other Party; or

9.3.2 either Party enters into liquidation – either voluntary or compulsory or for the purposes of bona fide corporate reconstruction or if 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 which have already accrued to the Parties 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 applicable to data protection and privacy including, but not limited to, the Data Protection Act 2018 (and any regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (as amended).

10.2 All personal data that the Parties ("Third Parties") may use will be collected, processed, and held in accordance with Data Protection Legislation, the right of access to personal data ("Other Party"), and the Data Protection Legislation of Third Parties ("Third Parties") (Therapist's Clients or Salon's Clients).

10.3 For complete details of the collection, processing, storage, and retention of personal data, see the Privacy Policy, limited to, the purpose(s) for which

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personal data is used for the purposes of the Other Party's and Third Party's exercise of their rights and sharing (where applicable) of the First Party. E [has been provided]

es for using it, details of the Other exercise them, and personal data should refer to the Privacy Notice [is available from it on request] dule].

10.4 Neither Party may use or disclose any information of or relating to the other at all material times that the other Party or Therapist's Client:

wise make or keep any personal information of or relating to the other Party. In order to ensure that the other Party is a Salon's Client or a

10.4.1 the names, addresses, telephone numbers, including the mobile phone numbers, and e-mail addresses, in writing by the other Party, and for at least

details of Therapist's Clients, and times, shall be recorded in writing by the other Party. Records shall be the Therapist's property and maintained throughout the period of this Agreement and for at least

10.4.2 the same details shall be recorded in writing by the other Party, the Salon and the Therapist, and maintained by it throughout the period of this Agreement.

shall be recorded in writing by the other Party, the Salon's property and maintained throughout the period of this Agreement.

11. Nature of the Agreement

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11.1 Without prejudice to the other provisions of this Agreement, the offer to the other Party to use the arrangement facilities

each Party and the arrangements expressly set out in this Agreement, shall not constitute an offer on the part of either Party to enter into any further contract, services or any further contract,

11.2 No continuing relationship shall be implied by this Agreement.

r implied by this Agreement.

11.3 Neither Party shall have any authority to bind the other in any way or to accept liability for the other.

t they have, any authority to bind the other in any way or to accept liability for the other.

11.4 This Agreement is not subject to mortgage, or charge, or any other security interest, and its rights hereunder shall not be assigned, transferred, or otherwise delegated without the written consent of the Salon, such

. The Therapist may not assign, transfer, or otherwise delegate any of their rights hereunder without the written consent of the Salon, such

11.5 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall be modified except by an instrument in writing, signed by both Parties or their authorised representatives.

ement between the Parties with respect to its subject matter and shall be modified except by an instrument in writing, signed by both Parties or their authorised representatives.

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 limited to those permitted by law.

to this Agreement, 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 limited to those permitted by law.

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

using any of their rights under this Agreement shall be deemed to be a waiver of any such obligation.

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 Party.

d to create any partnership, joint venture, agency, or any other relationship between the Parties or between the Worker and either Party.

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

or any part of it to be enforceable under or by virtue of the Contracts (Rights of third Parties) Act 1999 by any

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person who is not a

12. **Severance**

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

or more of the provisions of this Agreement is found to be wholly or partly unenforceable, that / those provisions shall be deemed severed and the remainder of this Agreement shall remain enforceable.

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13. **Notices**

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

writing and be deemed duly given if signed by the Party or their authorised officer of that Party.

13.2 Notices shall be deemed to have been given:

given:

13.2.1 when delivered to the recipient by registered mail;

by registered mail or other messenger (including a courier) outside business hours of the recipient; or

13.2.2 when sent, in the case of e-mail, to the recipient's e-mail address and a return receipt is generated; or

and a return receipt is generated; or

13.2.3 on the fifth business day after posting by ordinary mail.

posting mailing, if mailed by national or international airmail.

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.

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14. **Law and Jurisdiction**

14.1 This Agreement (including any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement) shall be governed by, and construed in accordance with, the law of England and Wales.

all matters and obligations arising out of or in connection with this Agreement 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) shall fall within the jurisdiction of the courts of England and Wales.

dispute, controversy, proceedings or claim arising out of or in connection with this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

<<insert list of items of equipment to be provided by the Salon, e.g. therapy chair, mirror, toilet/kitchen sink, etc.>>

Therapist. e.g. suitable beauty equipment.

<<insert list of materials to be made available to the Salon, e.g. soap, shampoo, etc.>>

to use>>

<<insert list of services to be provided by the Salon, e.g. reception, and waiting areas, heat, ventilation, cleaning, waste disposal, use of Salon staff, tea/coffee for clients>>

reception, and waiting areas, heat, ventilation, cleaning, waste disposal, use of Salon staff, tea/coffee for clients>>

[<<insert Salon's completed Privacy Policy>>]

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[<<insert Therapist's completed Pr

IN WITNESS WHEREOF this Ag before written

SIGNED by

.....

<<Full name of the Therapist>>

EITHER

[SIGNED by

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

OR

[SIGNED by

.....

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

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executed the day and year first

Name>>]