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SELF EMPLOYED (INDIVIDUAL) CHAIR RENTAL CONTRACT
(OWN AND SALON'S CLIENTS)

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THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Nail Technician>> (“the Technician”) 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 at <<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 following meanings:

“**Nail Care Services**” means the services to be provided by the Technician (as a self-employed person) to the Technician’s Clients (as defined by this Agreement), to a

“**Business Day**” means any day (other than Saturday or Sunday) on which the Salon is open for their full range of services at <<Insert location>>;

“**Fees**” means the Fees payable to the Salon under sub-Clause

“**Salon’s Business Hours**” means the days and days of the week when Salon is open for their clients>> excluding public

“**Salon’s Client**” means any person who on any occasion contacts and books to whom it then provides Nail Care

“**Salon’s Equipment and Resources**” means the equipment and other things which shall be made available for use by the Technician under this Agreement in accordance with the Technician paying the Fees;

“**Technician’s Client**” means any person who on any occasion contacts and books directly with the Technician who the Technician chooses to provide services to independently at the Salon’s

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“Technician’s Takings”

er sums received directly from the
the Technician for the provision
es in the Salon;

“VAT”

; and

“Worker”

self-employed or employed by the
e skill and experience, engaged
ovide the Nail Care Services on
n.

1.2 Unless the context of

reference in this Agreement to:

1.2.1 “writing”, an
electronic co

ion includes a reference to any

1.2.2 a statute or
provision as

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

1.2.3 “this Agree
Schedules a

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

1.2.4 a Schedule i

ement;

1.2.5 a Clause or
(other than
and

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
no effect upon the i

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ement.

1.4 Words imparting the

clude the plural and vice versa.

1.5 References to any g

other gender.

2. **Technician’s Use of Salo**

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Salon’s Business Hours:

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2.1.2 the Techni
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exclusive basis so that when any
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2.1.3 the Salon n
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le nail care chair within the Salon

2.2 Except for the Salo
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products and mater
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nail care equipment, treatments,
nician to carry on their business at

2.3 The Technician sh
Technician.

ble supplies by the Salon to the

3. **Nail Care Services**

3.1 The Technician wa

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interest of not adverse and any Worker(s) Nail Care Services shall whether the Technician Services, the Technician Nail Care Services out competently and

's reputation) that the Technician ician to carry out any of the Nail and experience to do so, and that, carries out all or any of the Nail Care responsible for the quality of such Nail Care Services will be carried

3.2 The Technician may intends to be present Salon at the following e.g. 10:00 to 18:00, not be obliged to be either all or any of minimum period(s) payable irrespective period/s that the Te

of the Salon's Business Hours but Worker is usually present in the g days: <<insert times and days, >>. However, the Technician shall the presence of a Worker at or on t or on any other times or for any der Clause 6 shall be due and en or the length of time in any present at the Salon.

3.3 The Technician in substitute any Work Care Services prov business or adverse requisite skills an endeavours to cons in any case but is n by the Salon about entitled to object to Technician) if in th skills or experience.

n 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 r (whether or not consulted by the opinion that Worker lacks requisite

3.4 Where a client is a only.

nt's payment shall be to the Salon

3.5 Except where a client shall be paid direct shall be deemed to Salon, and that client contractual relations

of "Salon's Client", the Technician ail Care Services, the Technician es directly to that client not to the the Technician's Client in a direct

3.6 Each Party shall ta ensure that the arra each client.

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

3.7 Any complaints or c dealt with by the Te

's Clients shall be directed to and

3.8 The Technician may price list may (in th from any Salon pri own price and shall

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.

3.9 The Technician sha which documents n Act 2006.

their business and the address at n accordance with the Companies

3.10 The Technician sha cover requirements Salon's Equipment liability in relation to

ranging all of their own insurance ublic liability, loss or damage to y the Technician, and employer's ant.

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4. **Competition**

- 4.1 The Technician may not solicit or accept the custom of a client of the Salon during or before the termination of this Agreement, except as permitted by sub-Clause 4.2.
- 4.2 The Technician may not, prior to the Agreement accept the custom of a Salon's Client on any previous occasion without having booked the Salon's Client at the Salon, that Salon's Client is then referred on to the Salon, and the Technician chooses to accept a booking for the Salon, and provide the Nail Care Services to that Salon's Client as the Salon's subcontractor on that occasion.
- 4.3 [For a period of << [number of months]>> from the termination of this Agreement the Technician may not solicit or accept the custom of a Salon's Client].
- 4.4 During the period of << [number of months]>> thereafter, the Technician may not compete for any new Salon's Client, and the Salon may not compete for any new Technician Client.
- 4.5 The arrangements under this Agreement are mutually exclusive. The Salon and the Technician under this Agreement is to say that, subject to the other provisions of this Agreement, the Salon and any Worker can at any time provide to other salons and any Worker which are the same as or similar to the Nail Care Services, and the Technician can at any time arrange with others to provide the Nail Care Services (whether self-employed or as a subcontractor or employees of the Salon) to provide the Nail Care Services or to clients which are the same as or similar to the Nail Care Services.
- 4.6 If the Technician wishes to purchase products or consumables from the Salon for the Technician's Client, the Salon agrees to provide it, the Technician may not purchase from any other source, and the Technician may not purchase from any other source (and to) do so in any instance. The Technician may not purchase those or any other products or consumables from any other source, and the Technician may sell any product range to any Salon's Client.

5. **Self-Employment etc**

- 5.1 The Technician shall be an independent contractor and shall have the status of a self-employed person.
- 5.2 The Technician shall be responsible for:
 - 5.2.1 all of their expenses
 - 5.2.2 all income tax and national insurance contributions and other contributions payable to the Technician by the Salon under or in relation to this Agreement
- 5.3 The Technician 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 or similar taxes or contributions, including interest and penalties, in relation to the Nail Care Services provided by the Technician (or any Worker) under or in relation to this Agreement.
- 5.4 Neither Party shall be liable for the decisions of the other Party in respect of the working methods of the Technician or any Worker engaged by the Salon.

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Technician shall at all times supervise, direct and control the Technician's Nail Care Services nor shall the

for the Technician to determine, shall not seek to supervise, direct or control the provision of the Nail Care Services nor shall he or she do so.

5.5 Each Party shall in its own business have ultimate command and authority over its business, and be responsible for its finances and taxation affairs, and enjoy its business.

business have ultimate command and authority over its business, and be responsible for its finances and taxation affairs, and enjoy its business.

6. **Consideration**

6.1 The Technician shall provide the Services for the use of the Salon's Resources.

6.1 The Technician shall provide the Services for the use of the Salon's Resources.

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

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

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

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

6.4 Where, pursuant to this Agreement, the Technician chooses to provide any Nail Care Services to the Salon's Client, the Technician and the Salon shall agree in writing the amount equal to <<insert percentage>>% of the sums paid to the Salon by the Salon's Client for the Services rendered.

6.4 Where, pursuant to this Agreement, the Technician chooses to provide any Nail Care Services to the Salon's Client, the Technician and the Salon shall agree in writing the amount equal to <<insert percentage>>% of the sums paid to the Salon by the Salon's Client for the Services rendered.

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

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

6.6 Each Party shall keep accurate and 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 accurate and up-to-date. The Technician as subcontractor shall provide evidence to the other Party to the effect that the records are accurate and up-to-date.

6.6 Each Party shall keep accurate and 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 accurate and up-to-date. The Technician as subcontractor shall provide evidence to the other Party to the effect that the records are accurate and up-to-date.

6.7 The Salon shall not be liable for the actions of any Worker in respect of the Nail Care Services.

6.7 The Salon shall not be liable for the actions of any Worker in respect of the Nail Care Services.

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

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

7.1 Subject to Clause 8, the Technician shall indemnify the Salon and keep the Salon indemnified from and against all actions, claims, damages, costs and expenses (including reasonable legal costs) which the Salon may suffer or incur in connection with the Services provided by the Technician to the Salon's Clients.

7.1 Subject to Clause 8, the Technician shall indemnify the Salon and keep the Salon indemnified from and against all actions, claims, damages, costs and expenses (including reasonable legal costs) which the Salon may suffer or incur in connection with the Services provided by the Technician to the Salon's Clients.

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cluding without prejudice to the
the Salon on a solicitor and own-
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ce by the Technician of any of the
bligations under this Agreement or
their right under sub-Clause 2.1 to

7.2 Subject to Clause 8
and keep the Tech
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the generality of thi
and own-client bas
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of the Salon's unde

rtakes to indemnify the Technician
indemnified from and against all
sts (including without prejudice to
ts of the Technician on a solicitor
s howsoever arising – directly or
-performance by the Salon of any
nder this Agreement.

8. **Liability**

8.1 This Clause 8 limits
Party to the other:

the entire financial liability of each

8.1.1 for any breac

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8.1.2 under the in

en by each Party to the other; and

8.1.3 for any repre
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of or in conn

tortious act or omission (including,
each of statutory duty) arising out
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8.2 Subject to sub-Cla
contract, tort (includ
or misrepresentation
that may be suffere
this Agreement.

ll 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

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

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

8.4 Subject to Clause 8
contract, tort (includ
misrepresentation
Agreement for any
omissions or event
first of which begin
as is equal to <<in
payable to the Salo
period concerned o

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;

ole 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 use of Resources to the extent under sub-Clause 8.5.5 payable (i.e. not a liability for each sum) account of the period available to the Technician cause.]

8.7 The limitations and remedies under this Clause 8 are cumulative.

9. **Term and termination**

9.1 This Agreement shall commence on 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 but not having to give any reason for such termination.

9.3 Without prejudice to Clause 9.1, this Agreement shall terminate, notwithstanding any notice given, if either Party has, in the following circumstances, failed to comply with its obligations:

9.3.1 either Party has failed to comply with the terms and obligations of this Agreement within <<insert period>> days of notice of such failure from the other Party; or

9.3.2 either Party has become insolvent or is in liquidation – either voluntary or compulsory or by the orders of 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 (and any amendments thereto).

10.2 All personal data that is collected, processed, and held by either Party in accordance with Data Protection Legislation, the right of access to such data by the other Party ("Other Party"), and the right of erasure of such data by the Parties ("Third Parties") shall be subject to the Data Protection Legislation of Third Parties ("Third Parties") and the Technician's Clients or Salon's Clients).

10.3 For complete details of the data protection policy, collection, processing, storage, and

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

limited to, the purpose(s) for which it is used for using it, details of the Other Party's exercise them, and personal data should refer to the Privacy Notice [is available from it on request] [include].

10.4 Neither Party may disclose any information of or rely on any information at all material times the Technician's Client:

otherwise make or keep any personal information of or rely on any information of or other Party. In order to ensure that a person is a Salon's Client or a

10.4.1 the names, including the address, in writing by the Technician's Client's property and and for at least

details of Technician's Clients, and times, shall be recorded in writing in the records shall be the Technician's Client's throughout the period of this Agreement termination; and

10.4.2 the same details shall be recorded in writing by the Technician's Client's Salon and the Technician's Client by it through

shall be recorded in writing by the Technician's Client's Salon's property and maintained in writing in the Agreement.

11. **Nature of the Agreement**

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11.1 Without prejudice to the terms of this Agreement between the Salon and the Technician, this Agreement does not constitute an offer to the other Party to use the arrangement facilities

each Party and the arrangements expressly set out in this Agreement, and no representation on the part of either Party to provide services or any further contract,

11.2 No continuing relationship is implied by this Agreement.

implied by this Agreement.

11.3 Neither Party shall be liable to 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 subject to mortgage, or charge, or assignment of its rights hereunder or its obligations hereunder without the 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 obligations without the written consent of the Salon, such

11.5 This Agreement cannot be modified or varied in respect to its subject matter in writing signed by the Parties

Agreement between the Parties with the consent of both Parties, and may be modified except by an instrument in writing signed by the Parties or their authorised representatives.

11.6 Each Party acknowledges that it is entering into this Agreement on any representation made by or on behalf of the other Party, and all such representations and warranties are true and correct

to this Agreement, it does not rely on any representation made by or on behalf of the other Party, and all such representations and warranties are true and correct as permitted by law.

11.7 No failure or delay in the performance of this Agreement shall be deemed to be a waiver of any right or remedy

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

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

and to create any partnership, joint venture, agency, or any other relationship between the Parties, or an employment relationship between any Worker and either the Salon or the Technician

11.9 The Parties do not intend that any part of it to be enforceable

for any part of it to be enforceable

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under or by virtue of this Agreement or any person who is not a

of third Parties) Act 1999 by any

12. Severance

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

or more of the provisions of this Agreement otherwise unenforceable, that / those provisions shall be deemed to be the remainder of this Agreement. The 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.

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:

given:

13.2.1 when delivered to the recipient by a registered messenger;

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

13.2.2 when sent, in the case of registered mail, with a return receipt is generated; or

by registered mail with a return receipt is generated; or

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

by registered mail, if mailed by national or international express mail.

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

to the most recent address or e-mail address of the Party.

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 Salon, e.g. chair, table, mirror, toilet/kitchen facilities>>

Technician. e.g. suitable nail care equipment

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

to use>>

<<insert list of services to be provided by Salon, e.g. reception, and waiting areas, heat, lighting, hot and cold water, towels, glass cleaning, waste disposal, use of Salon staff, tea/coffee for clients>>

reception, and waiting areas, heat, lighting, hot and cold water, towels, glass cleaning, waste disposal, use of Salon staff, tea/coffee for clients>>

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

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

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IN WITNESS WHEREOF this Agreement
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 be signed for and on behalf of <<Sole Trader Name>>]

OR

[SIGNED by

.....

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

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