INDEPENDENT(COMPANY) HA RENTAL CONTRACT (OWN AND

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THIS AGREEMENT is made the

BETWEEN:

(1) <<Name of Hairdresser>> in <<Country of Registration>> under number <<Compan >> whose registered office is at <<insert Address>> ("the H

(2) <<Name of owner (comp salon business>> **[**a company registered in <<Country o number <<Company Registration Number>> whose registere nsert Address>> ("the Salon")

WHEREAS:

(A) At all material times the ed in the business of providing hairdressing services.

(B) The Salon, in addition to services to its own clients at its premises, provides use o uipment and resources at those premises to independent h

(C) The Hairdresser wishes t hrough Workers engaged by the Hairdresser, to its clients s, using a Salon chair and other equipment and resources e terms and conditions of this Agreement.

IT IS AGREED as follows:

1. **Definitions and Interpreta**

1.1 In this Agreement otherwise requires, the following expressions have th

"Business Day" han Saturday or Sunday) on re open for their full range of nsert location>>;

"Fees" e to the Salon under sub-Clause

"Hairdresser's Client" ntacts 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 Worker/s) to the Hairdresser's ere permitted by this Agreement,

"Hairdresser's Takings" er sums received directly from the y the Hairdresser for the provision vices in the Salon;

"Principal Hairdresser" me of individual>>;

"Salon's Business Hours" and days of the week when Salon its clients>> excluding public

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“Salon’s Client” any occasion contacts and books to whom it then provides

“Salon’s Equipment and Resources” her equipment and other things which shall be made available for nder this Agreement in irdresser paying the Fees;

“VAT” x; and

“Worker” ding the Principal Hairdresser, employed by the Hairdresser with ience, engaged by the the Hairdressing Services on er.

1.2 Unless the context reference in this Agreement to:

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

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

1.2.3 “this Agreen this Agreement and each of the Schedules a nted at the relevant time;

1.2.4 a Schedule i ement;

1.2.5 a Clause or ce to a Clause of this Agreement (other than agraph of the relevant Schedule; and

1.2.6 a "Party" or parties to this Agreement.

1.3 The headings used r convenience only and shall have no effect upon the i ement.

1.4 Words imparting the clude the plural and vice versa.

1.5 References to any g other gender.

2. **Hairdresser’s Use of Salo sources**

2.1 For the period of thi Salon’s Business Hours:

2.1.1 the Salon pe provide the Hairdressing Services to the Hairdr n’s Clients and for that purpose to use the Salo urces;

2.1.2 the Hairdres -exclusive basis so that when any of such Salo ources are not being used by the Hairdresser, o use it; and

2.1.3 the Salon n nd from time to time require the Hairdresser able hairdressing chair within the Salon premis

2.2 Except for the Salo urces to be made available by the Salon, and any p es that the Salon sells to the Hairdresser, the vide all equipment, shampoo, conditioner, hair c other hair care products and materials needed b rry on its business at the Salon’s

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premises.

2.3 The Hairdresser sh ble supplies by the Salon to the Hairdresser.

3. **Hairdressing Services**

3.1 The Hairdresser w undertakes to the Salon (in the interest of not adve n's reputation) that any Worker(s) engaged by the Hai of the Hairdressing Services shall have the requisite s so, and that the Hairdresser shall be wholly responsib Hairdressing Services carried out, and that all Hairdre carried out competently and with reasonable care.

3.2 The Hairdresser m r to be present during any of the Salon's Business H intends to arrange that a Worker will usually be pres following times on the following days: <<insert times 18:00, Monday to Wednesday.>>. However, the Haird ged to ensure the presence of a Worker at or on eit mes or days or at or on any other times or for any mi ees payable under Clause 6 shall be due and payable s/days when or the length of time in any period/s that e Salon.

3.3 The Hairdresser in on any occasion shall have the exclusive right to de the Principal Hairdresser to carry out Hairdressing Se ient on any particular occasion or whether instead to r provided that in either case the Worker concerned h d experience. The Hairdresser will use reasonable end the Salon before making any such decision on any occ bligated to consult the Salon or to accede to any requ ge the Principal Hairdresser or any other Worker. The entitled to object to any Worker (whether or not con er) if in its reasonable opinion that Worker is not suitab experience.

3.4 Where a client is a nt's payment shall be to the Salon only.

3.5 Except where a efinition of "Salon's Client", the Hairdresser shall b ent for the Hairdressing Services, the Hairdresser sha viding its services directly to that client not to the Sal e deemed to be the Hairdresser's Client in a direct co the Hairdresser.

3.6 Each Party shall ta ecessary in any circumstances to ensure that the arra b-Clauses 3.4 and 3.5 are clear to each client.

3.7 Any complaints or c r's Clients shall be directed to and dealt with by the Ha

3.8 The Hairdresser ma for Hairdresser's Clients and that price list may (in th n) differ in any amount or respect from any Salon pri y identifiable as the Hairdresser's own price and shall e place at the Salon.

3.9 The Hairdresser sh any name in accordance with the Companies Act 200

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3.10 The Hairdresser sh rranging all of its own insurance cover requirements ublic liability, loss or damage to Salon's Equipment the Hairdresser, and employer's liability in relation to

4. **Competition**

4.1 The Hairdresser ma of this Agreement solicit or accept the custom of a clie 's Client on any previous occasion during or before th ent, except as permitted by sub-Clause 4.2.

4.2 The Hairdresser ma s Agreement accept the custom of a Salon's Client on Salon's Client arrives at the Salon without having boo the Salon, that Salon's Client is then referred on to alon, and the Hairdresser chooses to accept a bookin ent and provide the Hairdressing Services to that Sa as the Salon's subcontractor on that occasion.

4.3 **[**For a period of << ths>> from the termination of this Agreement the Hair ny custom from a Salon's Client**]**.

4.4 During the period thereafter, the Hairdresser may compete for any ne alon's Client, and the Salon may compete for any ne dresser Client.

4.5 The arrangements and the Hairdresser under this Agreement are mut is to say that, subject to the other provisions of this A er and its Workers can at any time provide to other sa which are the same as or similar to the Hairdressing on can at any time arrange with others (whether sers or sub-contractors to or employees of the S s to the Salon or to clients which are the same as or g Services.

4.6 If the Hairdresser w ts or consumables from the Salon which the Salon a for the Hairdresser to purchase from it, the Hairdre bound to) do so in any instance. The Hairdresser ma ase those or any other products or consumables from ay sell any product range to any Hairdresser's Client

5. **Status of the Hairdresser**

5.1 The Hairdresser sha pendent contractor.

5.2 The Hairdresser sha

5.2.1 all of its exp

5.2.2 all income ta e contributions or similar taxes or contributions ounts paid or payable to the Hairdresser or the Salon under or in relation to this Agreem

5.3 The Hairdresser he the Salon in respect of any claims that may be made es against the Salon in respect of income tax or natio ns or similar taxes or contributions, including interest a he Hairdressing Services provided by the Principal Hai rker.

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5.4 Neither Party shall ... does it rely or depend on, any decisions of the oth ... e Hairdressing Services activities and working metho ... d its Workers shall at all times be exclusively for the ... on, to determine, supervise, direct and control. The S ... supervise, direct or control the Hairdresser or any ... of the Hairdressing Services nor shall the Salon have ...

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

6. **Consideration**

6.1 The Hairdresser sha ... lows to the Salon, in consideration for the use of the Sa ... sources.

6.2 The Hairdresser s ... at <<insert frequency, e.g. daily, weekly, monthly>> ... ng period of <<insert period, e.g. day, week, month>> ... mprise **[**a flat rate fee of £<<insert sum>>**]** **[**plus**]** **[**whi ... a fee amount equal to <<insert percentage>>% of t ... or a fee of £<<insert sum>>**]**.

6.3 **[**For the purposes ... Hairdresser's Takings shall not be deemed to include ... e Hairdresser for performing the Hairdressing Servic ... ces) outside of the Salon or for performing any serv ... alon's Equipment and Resources, provided such se ... performed in breach of the requirements of sub ...

6.4 Where, pursuant to ... irdresser chooses to provide any Hairdressing Servic ... eferred to them by the Salon, the Hairdresser will act ... e Salon on that occasion and the Salon shall pay to ... subcontract services an amount equal to <<insert pe ... ns paid to the Salon by the Salon's Client for the Hairdr ... nd of the <<insert period, e.g. day, week, month>> d ... irdressing Services have been rendered.

6.5 All sums payable b ... s Agreement are exclusive of any VAT that may be ch ...

6.6 Each Party shall ke ... nd up-to-date accounting records relating to its busin ... ailable for inspection by the other Party on reasonab ... time such of those records as evidence that the ... s paid which are payable to the Hairdresser as sub ... r sums paid or payable by either Party to the other P ... plete according to this Agreement.

6.7 The Salon shall n ... to any Worker in respect of the Hairdressing Servic ...

6.8 Any sums which re ... due date for payment shall incur interest at the rate ... >>% per annum above the base lending rate of <<in ... time to time. Interest shall accrue on a daily basis fro ... nt until the actual date of payment of the overdue sum ... judgment. Any interest due shall be payable when pa ...

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

7.1 Subject to Clause eby undertakes to indemnify the Salon and keep the indemnified from and against all actions, proceeding sts (including without prejudice to the generality of th sts of the Salon on a solicitor and own-client basis), howsoever arising – directly or indirectly – as a res performance by the Hairdresser of any of the Hairdre ranties, or obligations under this Agreement or as a r's exercise of its right under sub-Clause 2.1 to provid

7.2 Subject to Clause y undertakes to indemnify the Hairdresser and ke l times fully indemnified from and against all actions, emands, costs (including without prejudice to the ge the legal costs of the Hairdresser on a solicitor and o or damages howsoever arising – directly or indirectly reach or non-performance by the Salon of any of the bligations 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 brea d

8.1.2 under the in en by each Party to the other; and

8.1.3 for any repre tortious act or omission (including, but not limit each of statutory duty) arising out of or in conn nt.

8.2 Subject to sub-Clau ll be liable to the other, whether in contract, tort (includ on, or for breach of statutory duty or misrepresentatio t or consequential damage or loss that may be suffere arises out of or in connection with this Agreement.

8.3 Nothing in this Agre ility of either Party to the other for fraud or fraudulent liberate or wilful misconduct, or for death or personal in

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

8.5 Each indemnity set ly only if the indemnified Party:

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

8.5.2 makes no a ements without the indemnifying Party's prior

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8.5.3 makes all re ble to the indemnifying Party upon request;

8.5.4 provides all to the indemnifying Party upon request; and

8.5.5 allows the nplete control over any relevant litigation and

8.6 **[**Without prejudice o terminate this Agreement under Clause 9, if as a r ond the reasonable control of the Salon it is for any p Salon's Business Hours unable to keep the Salon ope ot be in breach of this Agreement for its consequent ble the Salon's Equipment and Resources to the aid period or periods, but where under sub-Clause ne or more particular sums are payable (i.e. not a sser's Takings) the Hairdresser's liability for each su d pro rata on a time basis to take account of the peri Equipment and Resources is not available to the Ha lon's Business Hours due to that cause.**]**

8.7 The limitations and his Clause 8 are cumulative.

9. **Term and termination**

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

9.2 Either Party may te t any time on giving at least [four] weeks' prior notice ut having to give any reason for such termination.

9.3 Without prejudice t Clause 9.1, this Agreement shall terminate, notwiths s and remedies the Parties may have, in the followin

9.3.1 either Party e terms and obligations of this Agreement able of remedy, is not remedied within <<ins tice of such failure from the other Party; or

9.3.2 either Party r liquidation – either voluntary or compulsory poses of bona fide corporate reconstructio f a receiver is appointed over the whole or any ts.

9.4 The termination of e without prejudice to any rights which have already Parties under this Agreement.

10. **Data Protection etc**

10.1 In this Clause, "Dat means all legislation in force from time to time in the ble to data protection and privacy including, but not li the Data Protection Act 2018 (and regulations made the Privacy and Electronic Communications Re nded.

10.2 All personal data t Party") may use will be collected, processed, and he accordance with Data Protection

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Legislation, the rig on Legislation of the other Party ("Other Party"), an a Protection Legislation of Third Parties ("Third Par s Clients or Salon's Clients, the Principal Hairdresse).

10.3 For complete detai llection, processing, storage, and retention of persona imited to, the purpose(s) for which personal data is use es for using it, details of the Other Party's and Third P exercise them, and personal data sharing (where app should refer to the Privacy Notice of the First Party. E ce [is available from it on request] [has been provided] dule].

10.4 Neither Party may wise make or keep any personal information of or re other Party. In order to ensure at all material times th r a person is a Salon's Client or a Hairdresser's Client

10.4.1 the names, details of Hairdresser's Clients, including th and times, shall be recorded in writing by th ecords shall be the Hairdresser's property and hout the period of this Agreement and for at lea rmination; and

10.4.2 the same de shall be recorded in writing by the Salon and th e Salon's property and maintained by it through eement.

11. **Nature of the Agreement**

11.1 Without prejudice ach Party and the arrangements between the Salo r as expressly set out in this Agreement, this Ag any obligation on the part of either Party to offer to the r services or any further contract, arrangement faciliti

11.2 No continuing relati r implied by this Agreement.

11.3 Neither Party shall t it has, any authority to bind the other in any way, a iability for the other.

11.4 This Agreement is The Hairdresser may not assign, mortgage, or charg ting charge) or sub-license any of its rights hereund otherwise delegate any of its obligations hereun tten consent of the Salon, such consent not to be u

11.5 This Agreement c ement between the Parties with respect to its subje modified except by an instrument in writing signed by authorised representatives.

11.6 Each Party acknow to this Agreement, it does not rely on any representati by or on behalf of the other Party except as expressl ent, and all such representations and warranties are tent permitted by law.

11.7 No failure or delay cising any of its rights under this Agreement shall be r of that right, and no waiver by either Party of a bre his Agreement shall be deemed to be a waiver of any s same or any other provision.

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11.8 Nothing in this Agr d to create any partnership, joint venture, agency, e landlord and tenant relationships between the Parties loyment relationship between any Worker and the Sa does not enter into this Agreement as agent for or oth r the Principal Hairdresser or any other Worker.

11.9 The Parties do not r any part of it to be enforceable under or by virtue of third Parties) Act 1999 by any person who is not a

12. **Severance**

The Parties agree that, i r more of the provisions of this Agreement is found to be rwise unenforceable, that / those provisions shall be deem mainder of this Agreement. The remainder of this Agreeme rceable.

13. **Notices**

13.1 All notices under th writing and be deemed duly given if signed by the Par n their behalf by a duly authorised officer of that Party.

13.2 Notices shall be de given:

13.2.1 when delive ier or other messenger (including registered m ss hours of the recipient; or

13.2.2 when sent, i d a return receipt is generated; or

13.2.3 on the fifth g mailing, if mailed by national ordinary mai

In each case sed to the most recent address or e-mail addre arty.

14. **Law and Jurisdiction**

14.1 This Agreement (in ual matters and obligations arising therefrom or assoc e governed by, and construed in accordance with, th ales.

14.2 Each Party irrevoca pute, controversy, proceedings or claim between the Agreement (including any non-contractual matters herefrom or associated therewith) shall fall within the e e courts of England and Wales.

<<insert list of items of equipment Hairdresser. e.g. suitable hairdressing chair, mirror, hair dry s>>

<<insert list of materials to be mad r to use>>

<<insert list of services to be provi eception, and waiting areas, heat, light, hot and cold water, towels, g aning, waste disposal, use of

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Salon staff to wash hair, tea/coffee

[<<insert Salon's completed Privac

[<<insert Hairdresser's completed

IN WITNESS WHEREOF this Ag executed the day and year first before written

SIGNED by
……. < ector of Hairdresser>>
Director
for and on behalf of
<<Full company name of the Hairc

EITHER

[SIGNED by

<<Name and Title of Sole Trader t
for and on behalf of <<Sole Trader Name>>**]**

OR

[SIGNED by
……. < ector of Salon>>
Director
for and on behalf of
<<Full company name of the Salor

SAMPLE