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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

**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

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement expressions have the

**“Business Day”**

**“Fees”**

**“Hairdresser’s Client”**

**“Hairdressing Services”**

**“Hairdresser’s Takings”**

**“Salon’s Business Hours”**

**“Salon’s Client”**

**“Salon’s Equipment and Resources”**

**“VAT”**

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the Hairdresser”) and

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

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

otherwise requires, the following

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

e to the Salon under sub-Clause

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

g Services to be provided by the orker) to the Hairdresser’s Clients;

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

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

any occasion contacts and books to whom it provides Hairdressing

her equipment and other things hich shall be made available for nder this Agreement in irdresser paying the Fees;

; and



**“Worker”**

1.2 Unless the context of the Agreement requires otherwise, any reference in this Agreement to:

1.2.1 “writing”, and any reference to a document in electronic form includes a reference to any electronic communication;

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

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

1.2.4 a Schedule means a Schedule attached to this Agreement;

1.2.5 a Clause or paragraph means a Clause or paragraph of the relevant Schedule; and

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

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

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

1.5 References to any gender include the other gender.

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

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

2.1.1 the Salon permit the Hairdresser to use the Salon’s Equipment and Resources for the purpose of providing Hairdressing Services to the Hairdresser’s Clients;

2.1.2 the Hairdresser 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, they shall be available for use by the Salon;

2.1.3 the Salon not require the Hairdresser to provide any of the Salon’s Equipment and Resources for the purpose of providing Hairdressing Services to the Hairdresser’s Clients.

2.2 Except for the Salon’s Equipment and Resources, the Hairdresser shall provide all equipment, shampoo, conditioner, hair care products and other materials needed by the Hairdresser for the purpose of providing Hairdressing Services to the Hairdresser’s Clients on the Salon premises.

2.3 The Hairdresser shall not be entitled to any of the Salon’s Equipment and Resources for the purpose of providing Hairdressing Services to the Hairdresser’s Clients.

**3. Hairdressing Services**

3.1 The Hairdresser warrants that the Hairdresser undertakes to the Salon (in the interest of not adversely affecting the Salon’s reputation) that the Hairdresser shall not employ any Worker(s) to provide Hairdressing Services to the Hairdresser’s Clients and that, whether the Worker(s) is/are self-employed or employed by the Hairdresser, the Worker(s) shall possess the requisite skill and experience, engaged by the Hairdresser to provide the Hairdressing Services to the Hairdresser’s Clients.

self-employed or employed by the Hairdresser, the Worker(s) shall possess the requisite skill and experience, engaged by the Hairdresser to provide the Hairdressing Services to the Hairdresser’s Clients.

reference in this Agreement to:

tion includes a reference to any

e is a reference to that statute or regulation as amended or re-enacted from time to time;

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

ement;

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.

**Resources**

Salon’s Business Hours:

provide the Hairdressing Services to the Hairdresser’s Clients for that purpose to use the Salon’s Equipment and Resources;

-exclusive basis so that when any of the Salon’s Equipment and Resources are not being used by the Hairdresser, they shall be available for use by the Salon;

nd from time to time require the Hairdresser to provide a suitable hairdressing chair within the Salon premises.

urces to be made available by the Hairdresser to the Salon (in the interest of not adversely affecting the Salon’s reputation) that the Hairdresser shall not employ any Worker(s) to provide Hairdressing Services to the Hairdresser’s Clients and that, whether the Worker(s) is/are self-employed or employed by the Hairdresser, the Worker(s) shall possess the requisite skill and experience, engaged by the Hairdresser to provide the Hairdressing Services to the Hairdresser’s Clients.

ble supplies by the Salon to the Hairdresser for the purpose of providing Hairdressing Services to the Hairdresser’s Clients.



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shall be wholly responsible for the  
ed out, and that all Hairdressing  
with reasonable care.

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

- on one or more occasions may  
or another Worker to provide the  
ne interest of not disrupting the  
ting their reputation, the Worker  
erience. The Hairdresser will use  
Salon beforehand about any such  
consult the Salon or to accede to  
nt of any Worker. The Salon shall  
Worker (whether or not consulted  
onable opinion that Worker lacks

- the Hairdresser's Clients for the I be deemed to be providing their ent not to the Salon, and that in a direct contractual relationship

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

- r's Clients shall be directed to and

- list for Hairdresser's Clients and  
cretion) differ in any amount or  
st be clearly identifiable as the  
played in a suitable place at the

- their business and the address at  
in accordance with the Companies

- arranging all of their own insurance  
public liability, loss or damage to  
by the Hairdresser, and employer's  
ant.

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

- hairdresser may not solicit or accept  
a period of <<insert period e.g. 6  
months>> after the Hairdresser may not



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|---|--|--|
| 5.1 The Hairdresser shall maintain the status of a self-employed independent contractor and shall have no right to demand any benefits or compensation from the Salon.  |  |  |
| 5.2 The Hairdresser shall be responsible for all of their expenses.   |  |  |
| 5.2.1 all of their expenses, including but not limited to, the contributions or similar taxes or contributions payable to the Hairdresser under or in relation to this Agreement.   |  |  |
| 5.2.2 all income tax and contributions payable to the Hairdresser under or in relation to this Agreement.   |  |  |
| 5.3 The Hairdresser hereby releases the Salon in respect of any claims that may be made against the Salon in respect of income tax or national insurance or similar taxes or contributions, including interest and penalties payable by the Hairdresser (or any other person) in connection with the Hairdressing Services provided by the Salon. |  |  |
| 5.4 Neither Party shall be bound by the decisions of the other Party or the decisions of any Workers engaged by the Hairdresser to determine, supervise, direct or control the Hairdressing Services.   |  |  |
| 5.5 Each Party shall retain full control and authority over its business and affairs, and enjoy its independence.   |  |  |

6.1 The Hairdresser shall provide the services to the Salon, in consideration for the use of the Salon premises and equipment and other resources.

6.2 The Hairdresser shall provide the services at <<insert frequency, e.g. daily, weekly, monthly>> during a period of <<insert period, e.g. day, week, month>>. The services shall comprise [a flat rate fee of £<<insert sum>>] [plus] [which shall be a fee amount equal to <<insert



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percentage>>% of the total sum or a fee of £<<insert sum>>].

6.3 [For the purposes of this Clause 6, the Hairdresser's Takings shall not be deemed to include any sums payable to the Hairdresser (or any Worker) for performing the Hairdressing Services (or any other services) outside of the Salon or for performing the Hairdressing Services using the Salon's Equipment and Resources, provided that the Hairdressing Services have not been performed in breach of the requirements of sub-Clause 2.1.

6.4 All sums payable by the Hairdresser in pursuance of this Agreement are exclusive of any VAT that may be charged.

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

6.6 Any sums which remain due after the due date for payment shall incur interest at the rate of <<insert sum>>% per annum above the base lending rate of <<insert sum>> 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 is made.

## 7. Hairdresser's and Salon's Indemnities

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

7.2 Subject to Clause 2.1, the Salon shall indemnify the Hairdresser and keep the Hairdresser indemnified from and against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of the foregoing, the legal costs of the Hairdresser on a solicitor and own-client basis), damages, losses, expenses, and costs howsoever arising – directly or indirectly – as a result of the performance by the Salon of any of the Hairdressing Services, or breaches of warranties, or obligations under this Agreement.

## 8. Liability

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

8.1.1 for any breach of contract;

8.1.2 under the tortious act or omission (including, but not limited to, each of statutory duty) arising out of or in connection with the performance of the Hairdressing Services by each Party to the other; and

8.1.3 for any representation, warranty, or obligation under this Agreement, whether in contract, tort (including, but not limited to, each of statutory duty) arising out of or in connection with the performance of the Hairdressing Services by each Party to the other.

8.2 Subject to sub-Clause 8.1, each Party shall be liable to the other, whether in contract, tort (including, but not limited to, each of statutory duty) arising out of or in connection with the performance of the Hairdressing Services by each Party to the other.



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t or consequential damage or loss  
arises out of or in connection with

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

- Each Party to the other (whether in person, for breach of statutory duty or out of or in connection with this event (or series of connected acts, preceding twelve month period (the "event") shall be either such sum as is 10% of the total amount paid or received under Clause 6.2 in the twelve month period or such other sum as may be determined to be the greater sum.

- ly only if the indemnified Party:

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

- lements without the indemnifying

- able to the indemnifying Party upon

- to the indemnifying Party upon

- Complete control over any relevant

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

- This Clause 8 are cumulative.

**Figure 1**

- it is made and shall continue  
e.g. 6, 12, 18 months>>] subject to

- at any time on giving at least [four]  
but having to give any reason for

- Clause 9.1, this Agreement shall  
s and remedies the Parties may



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have, in the following

9.3.1 either Party  
Agreement  
within <<ins  
Party; or

9.3.2 either Party  
compulsory  
reconstruction  
whole or any

9.4 The termination of  
which have already

## 10. Data Protection etc

10.1 In this Clause, "Dat  
time to time in the  
including, but not lin  
regulations made  
Communications Re

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

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

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

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

10.4.2 the same de  
Salon and th  
by it through

## 11. Nature of the Agreement

11.1 Without prejudice  
between the Salo  
Agreement, this Ag  
Party to offer to the  
arrangement facilitie

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

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

without prejudice to any rights  
Parties under this Agreement.

means all legislation in force from  
ple to data protection and privacy  
the Data Protection Act 2018 (and  
the Privacy and Electronic  
nded.

Party") may use will be collected,  
accordance with Data Protection  
on Legislation of the other Party  
a Protection Legislation of Third  
Hairdresser's Clients or Salon's

collection, processing, storage, and  
limited to, the purpose(s) for which  
es for using it, details of the Other  
exercise them, and personal data  
should refer to the Privacy Notice  
ce [is available from it on request]  
dule].

wise make or keep any personal  
other Party. In order to ensure at  
er a person is a Salon's Client or a

details of Hairdresser's Clients,  
and times, shall be recorded in  
records shall be the Hairdresser's  
hout the period of this Agreement  
mination; and

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

each Party and the arrangements  
r as expressly set out in this  
any obligation on the part of either  
r services or any further contract,



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- 11.2 No continuing relationship shall be implied by this Agreement.
- 11.3 Neither Party shall, in any way, bind or commit themselves or the other in any way or assume any liability for the other.
- 11.4 This Agreement is not subject to mortgage, or charge, or sub-licence (including any power of appointment or other charge) or sub-license any of its rights hereunder or otherwise delegate any of their obligations hereunder without the written consent of the Salon, such consent not to be unreasonably withheld.
- 11.5 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by both Parties or their authorised representatives.
- 11.6 Each Party acknowledges that in entering into 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 limited to the extent permitted by law.
- 11.7 No failure or delay in exercising any of their rights under this Agreement shall be deemed a waiver of that right, and no waiver by either Party of a breach of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 11.8 Nothing in this Agreement shall create any partnership, joint venture, agency, employment relationship between any Worker and either the Employer or Employer's agent.
- 11.9 The Parties do not intend that 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 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 authorised representative on their behalf by a duly authorised officer of that Party.
- 13.2 Notices shall be deemed to have been given:
- 13.2.1 when delivered to the recipient by hand or other messenger (including during out of business hours of the recipient; or
  - 13.2.2 when sent, if by post, and a return receipt is generated; or
  - 13.2.3 on the fifth business day after mailing, if mailed by national or international registered post.
- In each case, the notice shall be deemed to be 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 non-contractual matters and obligations 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 and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

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

<<insert list of materials to be made available by the Hairdresser to use>>

<<insert list of services to be provided by the Hairdresser. e.g. reception, and waiting areas, heat, light, hot and cold water, towels, glass, etc>>

Salon staff to wash hair, tea/coffee etc

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

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

**IN WITNESS WHEREOF** this Agreement has been executed the day and year first before written

SIGNED by

.....

<<Full name of the Hairdresser>>

**EITHER**

[SIGNED by

.....

<<Name and Title of Sole Trader to sign 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 Salo

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