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SELF EMPLOYED (INDIVIDUAL)

S CHAIR RENTAL CONTRACT -

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THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Beauty Therapist>> (<<the Therapist>>) and
- (2) <<Name of owner (sole trader or company) of the Salon business>> [a company registered in <<Country of origin>> with company 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;

"Business Day" means any day (other than Saturday or Sunday) on which the Salon is open for their full range of Beauty Therapy Services at <<Insert location>>;

"Fees" means the Fees payable to the Salon under sub-Clause 4.1;

"Salon's Business Hours" means the hours and days of the week when Salon is open for their clients>> excluding public holidays;

"Salon's Client" means any person on any occasion contacts and books Beauty Therapy Services with the Salon to whom it provides Beauty Therapy Services;

"Salon's Equipment and Resources" means the Salon's equipment and other things which shall be made available for use by the Therapist under this Agreement in connection with the provision of Beauty Therapy Services by the Therapist paying the Fees;

"Therapist's Client" means any person who contacts and books directly with the Therapist and whom the Therapist chooses to provide the Beauty Therapy Services independently at the Salon's premises;

"Therapist's Takings" means the net sums received directly from the Therapist's Clients for the provision of Beauty Therapy Services in the Salon;

"VAT" means Value Added Tax; and

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“Worker”

self-employed or employed by the skill and experience, engaged by the Beauty Therapy Services on

1.2 Unless the context of

reference in this Agreement to:

1.2.1 “writing”, an electronic co

tion includes a reference to any

1.2.2 a statute or provision as

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

1.2.3 “this Agreement Schedules a

this Agreement and each of the nt 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

r convenience only and shall have ement.

1.4 Words imparting the

clude the plural and vice versa.

1.5 References to any g

other gender.

2. Therapist’s Use of Salon’s

Resources

2.1 For the period of thi

Salon’s Business Hours:

2.1.1 the Salon Services to Salon’s Equ

to provide the Beauty Therapy and for that purpose to use the

2.1.2 the Therapist such Salon’s Therapist, th

exclusive basis so that when any of rces are not being used by the use it; and

2.1.3 the Salon n Therapist to Salon premis

nd from time to time require the e beauty therapy chair within the

2.2 Except for the Salon Salon, and any pro the Therapist shall p and materials need Salon’s premises.

urces to be made available by the at the Salon sells to the Therapist, y equipment, treatments, products o carry on their business at the

2.3 The Therapist sha Therapist.

ole supplies by the Salon to the

3. Beauty Therapy Services

3.1 The Therapist war interest of not adv and any Worker(s) Therapy Services s that, whether the Beauty Therapy Se

undertakes to the Salon (in the n’s reputation) that the Therapist ist to carry out any of the Beauty skill and experience to do so, and rker carries out all or any of the hall be wholly responsible for the

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quality of such Beauty Therapy Services will be carried out, and that all Beauty Therapy Services will be carried out promptly and with reasonable care.

3.2 The Therapist may be required to be present at the Salon at the following times: e.g. 10:00 to 18:00. The Therapist shall not be obliged to be present at the Salon either all or any of the minimum period(s) specified, and shall be payable irrespective of the minimum period/s that the Therapist is present at the Salon.

3.3 The Therapist in the event of illness or absence may substitute any Worker for another Worker to provide the Beauty Therapy Services in the interest of not disrupting the Salon's own business. In the event of the Worker's absence, the Worker concerned has the responsibility for ensuring that the Therapist is not inconvenienced. The Therapist shall use reasonable endeavours to ensure that the Worker's substitution in any circumstances shall be in the best interests of the Salon. The Therapist shall only be entitled to refuse to accept any request by the Worker (whether or not consulted by the Therapist) if the Worker lacks the requisite skills or experience to provide the Beauty Therapy Services.

3.4 The Therapist shall not be deemed to be providing their services directly to the Therapist's Clients, and that the Therapist's Clients shall be deemed to have a direct contractual relationship with the Therapist.

3.5 Each Party shall take all necessary steps to ensure that the Therapist's Clients are not inconvenienced by sub-Clause 3.4 is clear to the Therapist.

3.6 Any complaints or claims made by the Therapist's Clients shall be directed to and dealt with by the Therapist.

3.7 The Therapist may charge a fee for their services, and the price list may (in the event of a dispute) differ in any amount or respect from any Salon price list. The Therapist's price shall be identifiable as the Therapist's own price and shall be displayed at the Salon.

3.8 The Therapist shall provide their business and the address at which documents may be served in accordance with the Companies Act 2006.

3.9 The Therapist shall cover requirements for public liability, loss or damage to the Salon's Equipment by the Therapist, and employer's liability in relation to the Therapist's Workers.

4. **Competition**

4.1 During the period of the custom of any business for a period of <<insert period e.g. 6 months>> from the date of termination of any custom from a Salon, the Therapist may not solicit or accept such custom.

4.2 During the period of the custom of any business for a period of <<insert period e.g. 6 months>> from the date of termination of any custom from a Salon, the Therapist may not solicit or accept such custom.

carried out, and that all Beauty Therapy Services will be carried out promptly and with reasonable care.

of the Salon's Business Hours but the Worker is usually present in the Salon during the following days: <<insert times and days, e.g. 10:00 to 18:00, Monday to Friday>>. However, the Therapist shall not be obliged to be present at the Salon either all or any of the minimum period(s) specified, and shall be payable irrespective of the minimum period/s that the Therapist is present at the Salon.

on one or more occasions may substitute any Worker for another Worker to provide the Beauty Therapy Services in the interest of not disrupting the Salon's own business. In the event of the Worker's absence, the Worker concerned has the responsibility for ensuring that the Therapist is not inconvenienced. The Therapist shall use reasonable endeavours to ensure that the Worker's substitution in any circumstances shall be in the best interests of the Salon. The Therapist shall only be entitled to refuse to accept any request by the Worker (whether or not consulted by the Therapist) if the Worker lacks the requisite skills or experience to provide the Beauty Therapy Services.

The Therapist's Clients for the Beauty Therapy Services shall be deemed to be providing their services directly to the Therapist, and that the Therapist's Clients shall be deemed to have a direct contractual relationship with the Therapist.

Each Party shall take all necessary steps to ensure that the Therapist's Clients are not inconvenienced by sub-Clause 3.4 is clear to the Therapist.

The Therapist's Clients shall be directed to and dealt with by the Therapist.

The Therapist may charge a fee for their services, and the price list may (in the event of a dispute) differ in any amount or respect from any Salon price list. The Therapist's price shall be identifiable as the Therapist's own price and shall be displayed at the Salon.

The Therapist shall provide their business and the address at which documents may be served in accordance with the Companies Act 2006.

The Therapist shall cover requirements for public liability, loss or damage to the Salon's Equipment by the Therapist, and employer's liability in relation to the Therapist's Workers.

During the period of the custom of any business for a period of <<insert period e.g. 6 months>> from the date of termination of any custom from a Salon, the Therapist may not solicit or accept such custom.

During the period of the custom of any business for a period of <<insert period e.g. 6 months>> from the date of termination of any custom from a Salon, the Therapist may not solicit or accept such custom.

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Salon's Client, and the Salon may
Therapist's Client.

4.3 The arrangements b
are mutually non-ex
of this Agreement,
other salons and o
Beauty Therapy Se
(whether self-emplo
of the Salon) to pro
as or similar to the B

The Therapist under this Agreement
at, subject to the other provisions
Worker can at any time provide to
re the same as or similar to the
n at any time arrange with others
r sub-contractors to or employees
n or to clients which are the same
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4.4 If the Therapist wis
which the Salon ag
it, the Therapist ma
Therapist may in
consumables from
Therapist's Client.

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

5. **Self-Employment etc**

5.1 The Therapist shall
the status of a self-e

dependent contractor and shall have

5.2 The Therapist shall

5.2.1 all of their ex

5.2.2 all income ta
contributions
by Therapist

the contributions or similar taxes or
s paid or payable to the Therapist
tion to this Agreement.

5.3 The Therapist here
that may be made
income tax or nation
including interest a
provided by the Bea

the Salon in respect of any claims
es against the Salon in respect of
s or similar taxes or contributions,
to the Beauty Therapy Services
orker).

5.4 Neither Party shall
decisions of the c
activities and work
engaged by the Th
determine, supervi
supervise, direct or
Beauty Therapy Se

does it rely or depend on, any
r, the Beauty Therapy Services
Therapist and those of any Workers
be exclusively for the Therapist to
The Salon shall not seek to
any Workers in the provision of the
have any right to do so.

5.5 Each Party shall in
and authority over a
affairs, and enjoy its

business have ultimate command
nsible for its finances and taxation
ses.

6. **Consideration**

6.1 The Therapist shall
for the use of the Sa

ows to the Salon, in consideration
sources.

6.2 The Therapist shall
monthly>> intervals
week, month>> the
sum>>] [plus] [whi
percentage>>% of t

insert frequency, e.g. daily, weekly,
period of <<insert period, e.g. day,
prise [a flat rate fee of £<<insert
a fee amount equal to <<insert
r a fee of £<<insert sum>>].

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6.3 [For the purposes deemed to include performing the Beauty Salon or for performing Resources, provided requirements of sub

Therapist's Takings shall not be the Therapist (or any Worker) for any other services) outside of the using the Salon's Equipment and it been performed in breach of the

6.4 All sums payable by VAT that may be charged

Agreement are exclusive of any

6.5 Each Party shall keep relating to its business Party on reasonable evidence that the Party to the other Agreement.

and up-to-date accounting records available for inspection by the other time such of those records as for sums paid or payable by either and complete according to this

6.6 Any sums which require interest at the rate lending rate of <<in on a daily basis from of the overdue sum be payable when paid

due date for payment shall incur >>% per annum above the base time to time. Interest shall accrue until the actual date of payment judgment. Any interest due shall

7. **Therapist's and Salon's Indemnification**

7.1 Subject to Clause 8 and keep the Salon proceedings, claim generality of this provision (client basis), awarded as a result of any by Therapist's undertaken as a result of the provide Beauty The

undertakes to indemnify the Salon indemnified from and against all actions, including without prejudice to the the Salon on a solicitor and own-er arising – directly or indirectly – ce by the Therapist of any of the ligations under this Agreement or heir right under sub-Clause 2.1 to

7.2 Subject to Clause 8 and keep the Therapist actions, proceedings the generality of the and own-client basis indirectly – as a result of the Salon's undertaken

undertakes to indemnify the Therapist indemnified from and against all costs (including without prejudice to costs of the Therapist on a solicitor s howsoever arising – directly or -performance by the Salon of any der 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 breach

and

8.1.2 under the indemnity

given by each Party to the other; and

8.1.3 for any representation but not limited of or in connection

tortious act or omission (including, each of statutory duty) arising out nt.

8.2 Subject to sub-Clause contract, tort (including or misrepresentation

will be liable to the other, whether in on, or for breach of statutory duty t or consequential damage or loss

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

arises out of or in connection with

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

liability of either Party to the other for fraud or fraudulent misrepresentation, negligent or deliberate or wilful misconduct, or for

8.4 Subject to Clause 8.5, the indemnifying Party shall indemnify the indemnified Party to the other (whether in contract, tort (including negligence), or otherwise) on, for breach of statutory duty or otherwise, but only in respect of any claim made out of or in connection with this Agreement for any loss or damage (including consequential loss or damage) resulting from any event (or series of connected acts, omissions or events) occurring in the period exceeding twelve month period (the "Indemnity Period") (the "Indemnity Period") shall be either such sum as is equal to <<insert percentage>> of the total amount paid or payable to the Salon under Clause 6.2 in the twelve month period concerned or such greater sum as the indemnifying Party may determine.

each Party to the other (whether in contract, tort (including negligence), or otherwise) on, for breach of statutory duty or otherwise, but only in respect of any claim made out of or in connection with this Agreement for any loss or damage (including consequential loss or damage) resulting from any event (or series of connected acts, omissions or events) occurring in the period exceeding twelve month period (the "Indemnity Period") (the "Indemnity Period") shall be either such sum as is equal to <<insert percentage>> of the total amount paid or payable to the Salon under Clause 6.2 in the twelve month period concerned or such greater sum as the indemnifying Party may determine.

8.5 Each indemnity set out in Clause 8.4 shall only be payable only if the indemnified Party:

only if the indemnified Party:

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

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

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

admits or settles any claim or makes any payments without the indemnifying Party's prior written consent;

8.5.3 makes all relevant claims and requests for reimbursement to the indemnifying Party upon request;

completes all relevant claims and requests for reimbursement to the indemnifying Party upon request;

8.5.4 provides all relevant documents to the indemnifying Party upon request; and

provides all relevant documents to the indemnifying Party upon request; and

8.5.5 allows the indemnifying Party to have complete control over any relevant litigation and proceedings.

allows the indemnifying Party to have complete control over any relevant litigation and proceedings.

8.6 [Without prejudice to Clause 9, if as a result of the Salon's closure under Clause 9, if as a result of the Salon's closure it is for any period of time that the Salon is unable to keep the Salon open for its consequent loss of the Salon's Equipment and Resources to the Therapist, the Therapist's Fee shall be reduced to the extent that the sub-Clause 6.2 Fee is not a percentage of the total amount paid or payable to the Salon's Equipment and Resources during any Salon's closure.]

to terminate this Agreement under Clause 9, if as a result of the Salon's closure it is for any period of time that the Salon is unable to keep the Salon open for its consequent loss of the Salon's Equipment and Resources to the Therapist, the Therapist's Fee shall be reduced to the extent that the sub-Clause 6.2 Fee is not a percentage of the total amount paid or payable to the Salon's Equipment and Resources during any Salon's closure.]

8.7 The limitations and conditions set out in this Clause 8 are cumulative.

The limitations and conditions set out in 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 [indefinitely or for a period of (e.g. 6, 12, 18 months)>>] subject to the following.

it is made and shall continue thereafter [indefinitely or for a period of (e.g. 6, 12, 18 months)>>] subject to the following.

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

at any time on giving at least [four] weeks' prior notice in writing to the other without having to give any reason for such termination.

9.3 Without prejudice to Clause 9.1, this Agreement shall terminate, notwithstanding anything to the contrary that may be stated herein, have, in the following circumstances:

Without prejudice to Clause 9.1, this Agreement shall terminate, notwithstanding anything to the contrary that may be stated herein, have, in the following circumstances:

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9.3.1 either Party
Agreement
within <<ins
Party; or

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

9.3.2 either Party
compulsory
reconstructio
whole or any

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

9.4 The termination of
which have already

without prejudice to any rights
Parties under this Agreement.

10. **Data Protection etc**

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

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

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

Party”) may use will be collected,
accordance with Data Protection
on Legislation of the other Party
a Protection Legislation of Third
s, Therapist’s Clients or Salon’s

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]

llection, 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].

10.4 Neither Party may
information of or re
all material times th
Therapist’s Client:

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

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

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

10.4.2 the same de
Salon and th
by it through

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

11. **Nature of the Agreement**

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11.1 Without prejudice
between the Salon
this Agreement doe
offer to the other
arrangement facilitie

each Party and the arrangements
ressly set out in this Agreement,
tion on the part of either Party to
services or any further contract,

11.2 No continuing relati

r implied by this Agreement.

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11.3 Neither Party shall bind the other in any way

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

11.4 This Agreement is not a mortgage, or charge, or security interest, and its rights hereunder and obligations hereunder shall be subject to the consent not to be used

. The Therapist may not assign, sub-license (including without limiting charge) or sub-license any of their rights or otherwise delegate any of their rights without the written consent of the Salon, such

11.5 This Agreement shall be binding on the Parties with respect to its subject matter and shall be modified in writing signed by

the Parties. This Agreement shall be modified only by an instrument in writing signed by the 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

expressly excluded. 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 performance of this Agreement shall be deemed to be a waiver of any right or remedy of either Party of a breach of this Agreement shall be deemed to be a waiver of any such right or remedy.

Nothing in this Agreement shall be deemed to constitute a waiver of 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 constitute a waiver of the same or any other provision.

11.8 Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, or other relationship between the Parties, and neither Worker and either the Worker or the Salon shall be deemed to create any partnership, joint

venture, agency, or other relationship between the Parties, and neither Worker or the Salon shall be deemed to create any partnership, joint venture, agency, or other relationship between any party and the other party.

11.9 The Parties do not intend that this Agreement shall 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.

Nothing in this Agreement shall be deemed to make 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, the remainder of this Agreement shall remain enforceable.

If any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed to be 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 their authorised representative or officer of that Party.

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

13.2 Notices shall be deemed to be given:

to the following:

13.2.1 when delivered to the recipient by a registered messenger or other messenger (including a courier) during business hours of the recipient; or

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

13.2.2 when sent, if the recipient has agreed to receive notices by e-mail and a return receipt is generated; or

to the recipient by e-mail, if the recipient has agreed to receive notices by e-mail and a return receipt is generated; or

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

to the recipient by ordinary mail, if mailed by national or international registered mail.

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

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 amendments made hereunder) shall be governed by, and construed in accordance with, the law of England and Wales.

ual matters and obligations arising hereunder 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 exclusive jurisdiction of the courts of England and Wales.

pute, 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 exclusive 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 products, etc.

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

to use>>

<<insert list of services to be provided by the Salon, e.g. light, hot and cold water, towels, glassware, etc.>>
<<insert list of services to be provided by the Therapist, e.g. Salon staff, tea/coffee for clients>>

ception, and waiting areas, heat, ventilation, cleaning, waste disposal, use of

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

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

IN WITNESS WHEREOF this Agreement has been signed and executed before written

executed the day and year first written above

SIGNED by

.....

<<Full name of the Therapist>>

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EITHER

[SIGNED by

.....

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

Name]]

OR

[SIGNED by

.....
<<insert full name of a director of the Salon>>
Director

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for and on behalf of
<<Full company name of the Salo

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