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INDEPENDENT (COMPANY

RENTAL CONTRACT (OWN

THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Beauty Therapist>> registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<insert Address>> ("the Therapist")
- (2) <<Name of owner (company or individual)>> of the "salon business">> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<insert Address>> ("the Salon")]

WHEREAS:

- (A) At all material times the Therapist has been engaged in the business of providing beauty therapy services.
- (B) The Salon, in addition to providing beauty services to its own clients at its premises, provides use of its premises, equipment and resources at those premises to independent beauty therapists.
- (C) The Therapist wishes to provide beauty services through Workers engaged by the Therapist, to its clients at the Salon, using a Salon chair and other equipment and resources on 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 meanings set out below:

"Beauty Therapy Services"

Beauty Therapy Services to be provided by the Therapist or any Worker(s) to the Therapist's clients

"Business Day"

any day other than Saturday or Sunday) on which the Salon is open for their full range of services at <<insert location>>;

"Fees"

the Fees payable to the Salon under sub-Clause 4.1

"Principal Therapist"

the name of individual>>;

"Salon's Business Hours"

the days and days of the week when Salon is open for its clients>> excluding public holidays

"Salon's Client"

any person who on any occasion contacts and books the Salon to whom it provides Beauty Therapy Services

"Salon's Equipment and Resources"

all equipment, furniture, fixtures, fittings, tools, and other things which shall be made available for use by the Therapist under this Agreement in connection with the Therapist paying the Fees;

“Therapist’s Client”

“Therapist’s Takings”

“VAT”

“Worker”

- 1.2 Unless the context of the reference in this Agreement to:
- 1.2.1 “writing”, an electronic communication includes a reference to any electronic communication;
- 1.2.2 a statute or provision as in force at the relevant time; is a reference to that statute or provision as in force at the relevant time;
- 1.2.3 “this Agreement”, “this Agreement and each of the Schedules and Schedules” means this Agreement and each of the Schedules and Schedules as in force at the relevant time;
- 1.2.4 a Schedule means a Schedule as in force at the relevant time;
- 1.2.5 a Clause or Paragraph means a Clause or Paragraph of this Agreement or a Clause or Paragraph of the relevant Schedule;
- 1.2.6 a “Party” or “Parties” means the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular include the plural and vice versa.
- 1.5 References to any gender include the other gender.
2. **Therapist’s Use of Salon’s Resources**
- 2.1 For the period of this Agreement, the Salon’s Business Hours:
- 2.1.1 the Salon shall make available to the Therapist the Beauty Therapy Services to be provided by the Salon and for that purpose to use the Beauty Therapy chair and for that purpose to use the Beauty Therapy chair;
- 2.1.2 the Therapist shall use the Beauty Therapy chair on an exclusive basis so that when any of the Beauty Therapy Services are not being used by the Therapist, the Salon shall be free to use it; and
- 2.1.3 the Salon shall make available to the Therapist the Beauty Therapy chair and from time to time require the Therapist to use the beauty therapy chair within the Beauty Therapy chair.
- 2.2 Except for the Salon’s Business Hours, the Salon, and any products, equipment, treatments, products and materials needed for the provision of the Beauty Therapy Services on its premises.

- 2.3 The Therapist shall ensure that all necessary supplies by the Salon to the Therapist.
3. **Beauty Therapy Services**
- 3.1 The Therapist warrants that he/she/it undertakes to the Salon (in the interest of not adversely affecting the Salon's reputation) that any Worker(s) engaged by the Therapist for the provision of the Beauty Therapy Services shall have the requisite skills and experience to do so, and that the Therapist shall be wholly responsible for the provision of such Beauty Therapy Services carried out, and that all Beauty Therapy Services will be carried out competently and with due regard to the safety of the Client.
- 3.2 The Therapist may be required to be present during any of the Salon's Business Hours. The Therapist intends to arrange that a Worker will usually be present during the following times on the following days: <<insert times and days>> (e.g. 9:00-5:00, Monday to Wednesday.>>). However, the Therapist shall be obliged to ensure the presence of a Worker at or on either of the above times or days or at or on any other times or days as may be agreed in writing. Fees payable under Clause 6 shall be due and payable on the agreed day/s/days when or the length of time agreed with the Salon.
- 3.3 The Therapist in its sole discretion on any occasion shall have the exclusive right to determine whether the Principal Therapist to carry out Beauty Therapy Services shall be the Therapist or provided that in either case the Worker concerned shall have the requisite skills and experience. The Therapist will use reasonable endeavours to ensure the presence of a Worker at the Salon before making any such decision on any occasion. The Therapist is not obliged to consult the Salon or to accede to any request made by the Salon to engage the Principal Therapist or any other Worker. The Therapist shall be entitled to object to any Worker (whether or not contracted to the Salon) if in its reasonable opinion that the Worker is not suitable for the provision of Beauty Therapy Services on the basis of his/her skills and experience.
- 3.4 The Therapist shall be responsible for the Therapist's Clients for the Beauty Therapy Services, and shall ensure that the Therapist's Clients are deemed to be providing its services directly to the Therapist, and not to the Salon, and those Therapist's Clients shall have a contractual relationship with the Therapist.
- 3.5 Each Party shall take all reasonable steps to ensure that the arrangements made by sub-Clause 3.4 are clear to the Therapist's Clients.
- 3.6 Any complaints or disputes from the Therapist's Clients shall be directed to and dealt with by the Therapist.
- 3.7 The Therapist may charge a fee for the provision of Beauty Therapy Services to the Therapist's Clients and that price list may (in the Therapist's discretion) be included in any amount or respect from any Client as the Therapist's own price and shall be displayed in the Salon.
- 3.8 The Therapist shall ensure that the Therapist's name in accordance with the Companies Act 2006 is included in the price list.
- 3.9 The Therapist shall ensure that the Therapist is carrying all of its own insurance cover for its liability, loss or damage to Salon's equipment, and employer's liability in relation to its Workers.

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- 4.1 During the period of the custom of any months>> from the any custom from a
- 4.2 During the period compete for any ne compete for any ne
- 4.3 The arrangements 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
- 4.4 If the Therapist wis which the Salon ag it, the Therapist ma Therapist may in consumables from Therapist's Client.

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| 5.1 | The Therapist shall |
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| 5.5 | Each Party shall in
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- 6.1 The Therapist shall
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6.2 The Therapist shall provide Beauty Therapy Services at an interval of <<insert frequency, e.g. daily, weekly, monthly>> intervals and a period of <<insert period, e.g. day, week, month>> the <<insert sum>>] [plus] [which shall be a fee amount equal to <<insert percentage>>% of the fee for a fee of £<<insert sum>>].

6.3 [For the purposes of this Agreement, the Therapist's Takings shall not be deemed to include any Beauty Therapy Services performed by the Therapist for performing the Beauty Therapy Services (s) outside of the Salon or for the use of the Salon's Equipment and Resources, if performed in breach of the requirements of sub-Clause 2.1.

6.4 All sums payable by the Therapist under 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. At any time such of those records as show or relate to sums paid or payable by either Party to the other Party shall be 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 date of payment until the actual date of payment or judgment. Any interest due shall be payable when payment is made.

7. Therapist's and Salon's Indemnity

7.1 Subject to Clause 8, the Therapist shall indemnify and keep the Salon indemnified from and against all actions, proceedings, claims, damages, costs (including without prejudice to the generality of this phraseology on a solicitor and own-client basis), awarded or payable (whether or not the Salon on a solicitor and own-client basis) as a result of any breach of the Therapist's undertakings under this Agreement or its right under sub-Clause 2.1 to provide Beauty Therapy Services.

7.2 Subject to Clause 8, the Salon shall indemnify and keep the Therapist indemnified from and against all actions, proceedings, claims, damages, costs (including without prejudice to the generality of this phraseology on a solicitor and own-client basis) as a result of any breach of the Salon's undertakings 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 the terms of the Agreement;

8.1.2 under the indemnities provided by each Party to the other; and

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8.1.3 for any representation or tortious act or omission (including, but not limited to, breach of statutory duty) arising out of or in connection with this Agreement.

8.2 Subject to sub-Clause 8.5, the indemnifying Party shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty or consequential damage or loss that may be suffered or arises out of or in connection with this Agreement.

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

8.4 Subject to Clause 8.5, the indemnifying Party shall be liable to the other (whether in contract, tort (including negligence), or for breach of statutory duty or consequential damage or loss) arising out of or in connection with this Agreement for any event (or series of connected acts, omissions or events) occurring within a period exceeding twelve month period (the "Period") (the "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 the sum of Clause 6.2, whichever is the greater sum.

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

8.5.1 notifies the indemnifying Party 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;

8.5.3 makes all relevant documents available to the indemnifying Party upon request;

8.5.4 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.

8.6 [Without prejudice to Clause 9, if as a result of the Salon's Business Hours it is for any period unable to keep the Salon open for its consequent loss of the Salon's Equipment and Resources to the Therapist, the indemnifying Party shall, under sub-Clause 6.2 Fee, be liable to the Therapist for the particular sums are payable (i.e. the Therapist's liability for each such period/s shall be reduced to take account of the period/s when the Salon's Business Hours is not available to the Therapist during any Salon's Business Hours.]

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

9. Term and termination

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

9.2 Either Party may terminate this Agreement at any time on giving at least [four] weeks' notice in writing to the other.

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

- 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
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- without prejudice to any rights
Parties under this Agreement.

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

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

- 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 information about another Party. In order to ensure at all times that a person is a Salon's Client or a

- details of Therapist's Clients, and times, shall be recorded in records shall be the Therapist's without the period of this Agreement termination; and

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

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11.9 The Parties do not
under or by virtue of
person who is not a

or any part of it to be enforceable
(of third Parties) Act 1999 by any

The Parties agree that, if the Agreement is found to be unenforceable, the provisions shall be deemed null and void, and the remainder of this Agreement shall be null and void.

For more of the provisions of this Agreement, see the full Agreement, which is hereby incorporated by reference. If any provision of this Agreement is held to be unenforceable, that provision shall be deemed unenforceable, but the remainder of this Agreement shall remain enforceable. The Agreement shall be deemed to be a contract.

13.1 All notices under this clause shall be in writing and shall be signed by the Party or its authorised officer of that Party.

writing and be deemed duly given
on their behalf by a duly authorised

given:

ier or other messenger (including
ss hours of the recipient; or

and a return receipt is generated; or

13.2.3 on the fifth
ordinary mail
In each case
e-mail address

g mailing, if mailed by national
sed to the most recent address or
arty.

14. Law and Jurisdiction

- 14.1 This Agreement (inc
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14.2 Each Party irrevoca
claim between the
contractual matters
shall fall within the e

ual matters and obligations arising
e governed by, and construed in
ales.

pute, controversy, proceedings or
Agreement (including any non-
herefrom or associated therewith)
e courts of England and Wales.

<<insert list of items of equipment
therapy chair, mirror, toilet/kitchen

Therapist. e.g. suitable beauty

<<insert list of materials to be made

to use>>

<<insert list of services to be provided
light, hot and cold water, towels, g
Salon staff, tea/coffee for clients>>

ception, and waiting areas, heat,
eaning, waste disposal, use of

[<<insert Salon's completed Private

[<<insert Therapist's completed Private

IN WITNESS WHEREOF this Ag
before written

executed the day and year first

SIGNED by

.....
Director
for and on behalf of
<<Full company name of the Ther

ector of Therapist>>

EITHER

[SIGNED by

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

Name>>]

OR

[SIGNED by

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Director

for and on behalf of

<<Full company name of the Salon

ector of Salon>>

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