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INDEPENDENT (COMPANY) NAME AIR RENTAL CONTRACT (OWN

**THIS AGREEMENT** is made the  
**BETWEEN:**

- (1) <<Name of Nail Technician>> registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<insert Address>> ("the Technician")
- (2) <<Name of owner (company or individual)>> [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 Technician has been engaged in the business of providing nail care services.
- (B) The Salon, in addition to providing nail care services to its own clients at its premises, provides use of chairs and other resources at those premises to independent nail care technicians.
- (C) The Technician wishes to provide nail care services to its clients through Workers engaged by the Technician, to its clients 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 following meanings:

**"Business 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

**"Nail Care Services"**

the Nail Care services to be provided by the Technician (or Worker/s) to the Technician's

**"Principal Technician"**

the name of individual>>;

**"Salon's Business Hours"**

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

**"Salon's Client"**

any person who on any occasion contacts and books the Salon to whom it provides Nail Care

**"Salon's Equipment and Resources"**

the equipment and other things which shall be made available for use by the Technician under this Agreement in the Salon by the Technician paying the Fees;

**“Technician’s Client”**

**“Technician’s Takings”**

**“VAT”**

**“Worker”**

1.2 Unless the context of

1.2.1 “writing”, and  
electronic co

1.2.2 a statute or  
provision as

1.2.3 “this Agree  
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1.2.4 a Schedule i

1.2.5 a Clause or  
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1.2.6 a “Party” or t

1.3 The headings used  
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## 2. **Technician’s Use of Salon**

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the Technician for the provision  
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reference in this Agreement to:

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at the relevant time;

this Agreement and each of the  
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agraph of the relevant Schedule;

parties to this Agreement.

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other gender.

## **Resources**

Salon’s Business Hours:

provide the Nail Care Services to  
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nd from time to time require the  
le nail care chair within the Salon

ources to be made available by the  
es that the Salon sells to the  
nail care equipment, treatments,  
nician to carry on its business at

2.3 The Technician shall ensure that all consumable supplies by the Salon to the Technician.

### 3. Nail Care Services

3.1 The Technician warrants that he/she undertakes to the Salon (in the interest of not adversely affecting the Salon's reputation) that any Worker(s) engaged by the Technician for the provision of the Nail Care Services shall have the requisite skills and qualifications to do so, and that the Technician shall be wholly responsible for the quality of the Nail Care Services carried out, and that all Nail Care Services shall be carried out competently and with reasonable care.

3.2 The Technician must be present during any of the Salon's Business Hours. The Technician will usually be present during the following times on the following days: <<insert times>>. However, the Technician shall be obliged to ensure the presence of a Worker at or on either of the following times or days or at or on any other times or days when the Worker's fees payable under Clause 6 shall be due and payable to the Technician in any period/s that the Technician shall determine.

3.3 The Technician in his/her sole discretion shall have the exclusive right to determine whether the Principal Technician to carry out Nail Care Services shall be the Technician or whether instead to engage a Worker concerned with the provision of the Nail Care Services. The Technician shall use reasonable endeavours to ensure that the Worker concerned shall be experienced and qualified to do so. The Technician shall be obliged to consult the Salon or to accede to any request made by the Salon to engage the Principal Technician or any other Worker. The Technician shall be entitled to object to any Worker engaged by the Technician (whether or not concerned with the provision of the Nail Care Services) if in its reasonable opinion that the Worker is not suitable for the provision of the Nail Care Services on the basis of his/her experience.

3.4 The Technician shall be responsible for the provision of the Nail Care Services to the Technician's Clients for the Nail Care Services, the Technician shall be deemed to be providing its services directly to the Technician's Clients, and those Technician's Clients shall be deemed to have a contractual relationship with the Technician.

3.5 Each Party shall take all reasonable steps to ensure that the details of the Technician's Clients as set out in sub-Clause 3.4 are clear to the other Party.

3.6 Any complaints or disputes relating to the provision of the Nail Care Services to the Technician's Clients shall be directed to and dealt with by the Technician.

3.7 The Technician may charge a fee for Technician's Clients and that fee may (in the Technician's sole discretion) differ in any amount or respect from any Salon price list and shall be clearly identifiable as the Technician's fee for the provision of the Nail Care Services at the place at the Salon.

3.8 The Technician shall not use the name of the Salon in any name in accordance with the Companies Act 2006.

3.9 The Technician shall be responsible for arranging all of its own insurance cover requirements, including but not limited to public liability, loss or damage to the Salon's Equipment, and employer's liability in relation to the Technician.

#### 4. Competition

- 4.1 During the period of the custom of any months>> from the solicit any custom fr
- 4.2 During the period compete for any ne compete for any ne
- 4.3 The arrangements Agreement are mut provisions of this A provide to other sal to the Nail Care Se (whether self-emp employees of the S are the same as or
- 4.4 If the Technician w which the Salon ag it, the Technician n Technician may in consumables from Technician's Client.

#### 5. Status of the Technician

- 5.1 The Technician sha endent contractor.
- 5.2 The Technician sha
- 5.2.1 all of its exp
- 5.2.2 all income t contributions Technician Agreement.
- 5.3 The Technician her that may be made income tax or nation including interest an the Principal Techn
- 5.4 Neither Party sha decisions of the oth working methods c exclusively for the and control. The S Technician or any V the Salon have any
- 5.5 Each Party shall in and authority over affairs, and enjoy its

#### 6. Consideration

- 6.1 The Technician sha ws to the Salon, in consideration

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for the use of the Salon's resources.

6.2 The Technician shall be paid at <<insert frequency, e.g. daily, weekly, monthly>> [a fee of <<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 Clause, the Technician's Takings shall not be deemed to include the Technician for performing the Nail Care Services (or any services without the use of the Salon or for performing such services have not breached the requirements of sub-Clause 4.1.)]

6.4 All sums payable by the Technician 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. The Party shall provide evidence that the Party has complied with this Clause to the other Party.

6.6 Any sums which remain due after the due date for payment shall incur interest at the rate of <<insert percentage>>% per annum above the base lending rate of <<insert percentage>>% time to time. Interest shall accrue on a daily basis from the due date until the actual date of payment of the overdue sum or judgment. Any interest due shall be payable when payment is made.

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

7.1 Subject to Clause 8, the Technician shall indemnify the Salon and keep the Salon indemnified from and against all actions, proceedings, claims, damages, costs and expenses (including without prejudice to the generality of this paragraph), awarded against the Technician on a solicitor and own-client basis), awarded against the Technician as a result of any breach of the Technician's undertakings under this Agreement or as a result of the Technician's negligence in providing Nail Care Services.

7.2 Subject to Clause 8, the Salon shall indemnify the Technician and keep the Technician indemnified from and against all actions, proceedings, claims, damages, costs and expenses (including without prejudice to the generality of this paragraph), awarded against the Salon on a solicitor and own-client basis), awarded against the Salon as a result of any breach of the Salon's undertakings under this Agreement or as a result of the Salon's negligence in providing Nail Care Services.

## 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 Technician's undertakings under this 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 omission (including, but not limited to, breach of statutory duty) arising out of or in connection with the performance of the Services.

8.2 Subject to sub-Clause 8.5, the Technician 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 by the other, which 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 negligence, deliberate or wilful misconduct, or for breach of statutory duty.

8.4 Subject to Clause 8.5, the Technician 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 by the other, which arises out of or in connection with this Agreement for any representation or omission or event (or series of connected acts, including negligence), exceeding twelve month period (the "Period") shall be either such sum as is equal to <<insert sum>> or 10% of the total amount paid or payable to the Salon under Clause 6.2 in the twelve month period concerned or the greater sum.

8.5 Each indemnity set out in sub-Clauses 8.5.1 to 8.5.5 shall only apply 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 and records available to the indemnifying Party upon request;

8.5.4 provides all relevant documents and records 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 Technician's failure to keep the Salon open for its consequent loss of business, the Technician shall be liable to the Salon for its consequential loss of business under sub-Clause 8.5. The sum payable (i.e. not a contribution to the Technician's liability for each sum payable) shall be payable on a pro rata basis to take account of the period during which the Salon is not available to the Technician's Business Hours due to that cause.]

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.

tortious act or omission (including, but not limited to, breach of statutory duty) arising out of or in connection with the performance of the Services.

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 by the other, which arises out of or in connection with this Agreement.

Nothing in this Agreement shall limit the liability of either Party to the other for negligence, deliberate or wilful misconduct, or for breach of statutory duty.

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

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

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.

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13.2.3 on the fifth  
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#### 14. Law and Jurisdiction

14.1 This Agreement (inc  
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14.2 Each Party irrevoca  
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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  
chair, mirror, drier, toilet/kitchen fa

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

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

Technician. e.g. suitable nail care

[<<insert Salon's completed Privacy

[<<insert Technician's completed P

**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 Tech

ector of Technician>>

**EITHER**

[SIGNED by

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

Name>>]

OR

[SIGNED by

.....  
Director

for and on behalf of

<<Full company name of the Salon>>

ector of Salon>>

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