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SELF EMPLOYED BEAUTY

RENTAL) CONTRACT (OWN

**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 registration 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 persons;
- (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 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 its clients>> excluding public holidays;

“**Salon’s Client**” means any person on any occasion contacts and books 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 accordance with the Therapist paying the Fees;

“**Therapist’s Client**” means any person who contacts and books directly with the Therapist where 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 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 nted 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 ragraph 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 prod 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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compete for any ne  
compete for any ne

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  
.

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

pendent 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  
ns or similar taxes or contributions,  
to the Beauty Therapy Services  
orker).

5.4 Neither Party shall  
decisions of the d  
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 ch

s 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 r sums paid or payable by either and complete according to this

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

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

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

7.1 Subject to Clause 8 and keep the Salon proceedings, claim generality of this pr client basis), award as a result of any b Therapist's underta as a result of the T 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 The actions, proceeding the generality of th and own-client bas indirectly – as a res of the Salon's unde

ertakes to indemnify the Therapist indemnified from and against all sts (including without prejudice to sts 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 brea

d

8.1.2 under the in

en by each Party to the other; and

8.1.3 for any repre but not limite of or in conn

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

8.2 Subject to sub-Cla contract, tort (includ or misrepresentatio

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

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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 detail  
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

ach 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 limitation, without 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 not be modified or amended in writing signed by

the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by the authorised representatives.

11.6 Each Party acknowledges that it enters into this Agreement on any representation made by or on behalf of the other Party, and all such representations and warranties are

made to 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 subject to the extent permitted by law.

11.7 No failure or delay in the performance of this Agreement shall be deemed to be a waiver of any such right or obligation

in exercising 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 be a waiver of any such right or obligation.

11.8 Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, or other relationship between the Parties, or any Worker and either the Parties

or any Worker, or any partnership, joint venture, agency, or other relationship between any Worker and either the Parties or any Worker.

11.9 The Parties do not intend this Agreement 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, or 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 be deemed enforceable.

If any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed unenforceable, but the remainder of this Agreement shall be deemed 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:

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

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

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

13.2.2 when sent, if by post, and a return receipt is generated; 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 the date of posting by ordinary mail.

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

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.

ual 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.

pute, 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 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 for use by the Salon, e.g. soap, shampoo, etc.>>

to use>>

<<insert list of services to be provided by the Salon, e.g. light, hot and cold water, towels, glassware, etc. 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 executed and signed 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>>]

L

**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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