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HAIRDRESSER CHAIR RENTAL

AGREEMENT (OWN CLIENTS)

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THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Hairdresser>> in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<insert Address>> (“the Hairdresser”)
- (2) <<Name of owner (company or individual)>> in <<Country of Registration>> whose registered office is at <<insert Address>> [a company or individual who is engaged in the business of providing salon business] <<insert Company Registration Number>> [a company] whose registered office is at <<insert Address>> (“the Salon”)

WHEREAS:

- (A) At all material times the Hairdresser has been engaged in the business of providing hairdressing services.
- (B) The Salon, in addition to providing hairdressing services to its own clients at its premises, provides use of premises, equipment and resources at those premises to independent hairdressers.
- (C) The Hairdresser wishes to provide hairdressing services through Workers engaged by the Salon, 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**” 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 2.1;

“**Hairdresser’s Client**” means a person who contacts and books directly with the Hairdresser or the Hairdresser chooses to provide services independently at the Salon’s premises;

“**Hairdressing Services**” means the Hairdressing Services to be provided by the Worker(s) to the Hairdresser’s clients;

“**Hairdresser’s Takings**” means the net sums received directly from the client by the Hairdresser for the provision of Hairdressing Services in the Salon;

“**Principal Hairdresser**” means the <<insert name of individual>>;

“**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 a person who on any occasion contacts and books services from the Salon to whom it provides Hairdressing Services;

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3. **Hairdressing Services**

3.1 The Hairdresser warrants in the interest of not adversely affecting the Salon's reputation that any Worker(s) engaged by the Hairdresser to provide Hairdressing Services shall have the requisite skills and qualifications to perform the same, and that the Hairdresser shall be wholly responsible for the supervision and control of the Hairdressing Services carried out, and that all Hairdressing Services shall be carried out competently and with reasonable care.

undertakes to the Salon (in the Salon's reputation) that any Worker(s) engaged by the Hairdresser to provide Hairdressing Services shall have the requisite skills and qualifications to perform the same, and that the Hairdresser shall be wholly responsible for the supervision and control of the Hairdressing Services carried out, and that all Hairdressing Services shall be carried out competently and with reasonable care.

3.2 The Hairdresser must ensure that the Principal Hairdresser is present during any of the Salon's Business Hours. The Principal Hairdresser will usually be present during the following times on the following days: <<insert times>>. However, the Hairdresser may engage a Worker at or on either of the following times or for any other period/s that may be due and payable under Clause 6 shall be payable for the length of time spent at the Salon.

to be present during any of the Salon's Business Hours. The Principal Hairdresser intends to arrange that a Worker shall be present during the following times on the following days: <<insert times>>. However, the Hairdresser may engage a Worker at or on either of the following times or for any other period/s that may be due and payable under Clause 6 shall be payable for the length of time spent at the Salon.

3.3 The Hairdresser in its sole discretion shall have the exclusive right to determine which Worker shall carry out Hairdressing Services, whether instead to engage a Worker concerned by this Clause to use reasonable endeavours to ensure that the Worker accede to any request to carry out Hairdressing Services on any other Worker. The Hairdresser may (whether or not concerned by this Clause) if in its reasonable opinion that the Worker is not suitable for the purpose.

on any occasion shall have the exclusive right to determine which Worker shall carry out Hairdressing Services, whether instead to engage a Worker concerned by this Clause to use reasonable endeavours to ensure that the Worker accede to any request to carry out Hairdressing Services on any other Worker. The Hairdresser may (whether or not concerned by this Clause) if in its reasonable opinion that the Worker is not suitable for the purpose.

3.4 The Hairdresser shall ensure that the Hairdresser's Clients for the Hairdressing Services shall be deemed to be providing its services directly to the Hairdresser's Clients and those Clients in a direct contractual relationship with the Hairdresser.

the Hairdresser's Clients for the Hairdressing Services shall be deemed to be providing its services directly to the Hairdresser's Clients and those Clients in a direct contractual relationship with the Hairdresser.

3.5 Each Party shall take all necessary steps to ensure that the arrangements made by sub-Clause 3.4 are clear to the Hairdresser's Clients.

necessary in any circumstances to ensure that the arrangements made by sub-Clause 3.4 are clear to the Hairdresser's Clients.

3.6 Any complaints or disputes of the Hairdresser's Clients shall be directed to and dealt with by the Hairdresser.

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

3.7 The Hairdresser may charge a price list may (in the event that it differs in any amount or respect from any Salon price list) be identifiable as the Hairdresser's own price and shall be the price payable at the Salon.

for Hairdresser's Clients and that the price list may (in the event that it differs in any amount or respect from any Salon price list) be identifiable as the Hairdresser's own price and shall be the price payable at the Salon.

3.8 The Hairdresser shall ensure that the Hairdresser's Clients shall be named in accordance with the Companies Act 2006.

any name in accordance with the Companies Act 2006.

3.9 The Hairdresser shall ensure that the Hairdresser's Clients shall be named in accordance with the Companies Act 2006 and shall be named in accordance with the Companies Act 2006.

arranging all of its own insurance cover requirements, including public liability, loss or damage to the Salon's Equipment, and employer's liability in relation to the Hairdresser, and employer's liability in relation to the Hairdresser.

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4. **Competition**

4.1 During the period of the custom of any months>> from the solicit any custom fr

hairdresser may not solicit or accept a period of <<insert period e.g. 6 month agreement the Hairdresser may not

4.2 During the period compete for any ne compete for any ne

thereafter, the Hairdresser may Salon's Client, and the Salon may Hairdresser Client.

4.3 The arrangements Agreement are mut provisions of this Ag provide to other sal to the Hairdressing others (whether employees of the S are the same as or

and the Hairdresser under this is to say that, subject to the other er and its Workers can at any time which are the same as or similar on can at any time arrange with sers or sub-contractors to or s to the Salon or to clients which g Services.

4.4 If the Hairdresser w which the Salon ac from it, the Hairdres The Hairdresser ma consumables from Hairdresser's Client

ts or consumables from the Salon for the Hairdresser to purchase e bound to) do so in any instance. ase those or any other products or may sell any product range to any

5. **Status of the Hairdresser**

5.1 The Hairdresser sha

pendent contractor.

5.2 The Hairdresser sha

5.2.1 all of its exp

5.2.2 contributions Hairdresser Agreement.

ounts paid or payable to the ts under or in relation to this

5.3 The Hairdresser he that may be made income tax or nation including interest ar by the Principal Hai

the Salon in respect of any claims es against the Salon in respect of ns or similar taxes or contributions, ne Hairdressing Services provided rker.

5.4 Neither Party sha decisions of the oth and working metho exclusively for the l and control. The S Hairdresser or any shall the Salon have

does it rely or depend on, any ne Hairdressing Services activities d its Workers shall at all times be on, to determine, supervise, direct supervise, direct or control the of the Hairdressing Services nor

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

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

6. **Consideration**

6.1 The Hairdresser sha for the use of the Sa

lows to the Salon, in consideration sources.

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

at <<insert frequency, e.g. daily, weekly, monthly>> <<insert frequency, e.g. daily, weekly, monthly>> day, week, month>> [a flat rate fee of £<<insert sum>>] [plus] [which shall include a fee amount equal to <<insert percentage>>% of the fee]

6.3 [For the purposes of this Agreement, the Hairdresser's Takings shall not be deemed to include the Hairdresser's Takings for performing the Hairdressing Service (or any other services) outside of the Salon or for the use of the Salon's Equipment and Resources, unless such services are performed in breach of the requirements of sub-clause 6.3]

6.3 [For the purposes of this Agreement, the Hairdresser's Takings shall not be deemed to include the Hairdresser's Takings for performing the Hairdressing Service (or any other services) outside of the Salon or for the use of the Salon's Equipment and Resources, unless such services are performed in breach of the requirements of sub-clause 6.3]

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

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

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 notice. If the Party provides evidence that the other Party has failed to do so, the other Party shall be liable to the other Party for the sums paid or payable by either Party in accordance with this Agreement.

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 notice. If the Party provides evidence that the other Party has failed to do so, the other Party shall be liable to the other Party for the sums paid or payable by either Party in accordance with this Agreement.

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

6.6 Any sums which remain due to the Hairdresser shall incur interest at the rate of <<insert percentage>>% per annum above the base lending rate of <<insert percentage>>% on a daily basis from the date of the overdue sum 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 claims, actions, proceedings, damages, costs (including without prejudice to the general costs of the Salon on a solicitor and own-client basis), losses and expenses howsoever arising – directly or indirectly – as a result of the performance by the Hairdresser of any of the Hairdressing Services under this Agreement or as a result of the Hairdresser's exercise of its right under sub-clause 2.1 to provide services to clients of the Salon.

7.1 Subject to Clause 2.1, the Hairdresser shall indemnify the Salon and keep the Salon indemnified from and against all claims, actions, proceedings, damages, costs (including without prejudice to the general costs of the Salon on a solicitor and own-client basis), losses and expenses howsoever arising – directly or indirectly – as a result of the performance by the Hairdresser of any of the Hairdressing Services under this Agreement or as a result of the Hairdresser's exercise of its right under sub-clause 2.1 to provide services to clients of the Salon.

7.2 Subject to Clause 2.1, the Salon shall indemnify the Hairdresser and keep the Hairdresser indemnified from and against all claims, actions, proceedings, damages, costs (including without prejudice to the general costs of the Hairdresser on a solicitor and own-client basis), losses and expenses howsoever arising – directly or indirectly – as a result of the performance by the Salon of any of the Hairdressing Services under this Agreement or as a result of the Salon's exercise of its right under sub-clause 2.1 to provide services to clients of the Hairdresser.

7.2 Subject to Clause 2.1, the Salon shall indemnify the Hairdresser and keep the Hairdresser indemnified from and against all claims, actions, proceedings, damages, costs (including without prejudice to the general costs of the Hairdresser on a solicitor and own-client basis), losses and expenses howsoever arising – directly or indirectly – as a result of the performance by the Salon of any of the Hairdressing Services under this Agreement or as a result of the Salon's exercise of its right under sub-clause 2.1 to provide services to clients of the Hairdresser.

8. **Liability**

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

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

8.1.1 for any breach of this Agreement;

and

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

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

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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-Clau
contract, tort (includ
or misrepresentation
that may be suffere
this Agreement.

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

8.3 Nothing in this Agre
fraud or fraudulent m
death or personal in

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

8.4 Subject to Clause 8
contract, tort (includ
misrepresentation
Agreement for any
omissions or event
first of which begins
as is equal to <<in
payable to the Salo
period concerned o

ach Party to the other (whether in
on, for breach of statutory duty or
ut of or in connection with this
event (or series of connected acts,
ceeding twelve month period (the
reement) shall be either such sum
<<0%>> of the total amount paid or
er Clause 6.2 in the twelve month
ever is the greater sum.

8.5 Each indemnity set

ly only if the indemnified Party:

8.5.1 notifies the
aware of any

mediately in writing upon becoming
, claim, demand or costs;

8.5.2 makes no a
Party's prior

ements without the indemnifying

8.5.3 makes all re
request;

ole to the indemnifying Party upon

8.5.4 provides all
request; and

to the indemnifying Party upon

8.5.5 allows the
litigation and

plete control over any relevant

8.6 [Without prejudice
Clause 9, if as a r
Salon it is for any p
keep the Salon ope
for its consequent
Resources to the H
under sub-Clause
payable (i.e. not a
liability for each su
account of the per
available to the Ha
cause.]

o terminate this Agreement under
ond the reasonable control of the
Salon's Business Hours unable to
ot be in breach of this Agreement
ble the Salon's Equipment and
aid period or periods, but where
ne or more particular sums are
sser's Takings) the Hairdresser's
d pro rata on a time basis to take
Equipment and Resources is not
lon's Business Hours due to that

8.7 The limitations and

this Clause 8 are cumulative.

9. **Term and termination**

9.1 This Agreement s
thereafter [indefinite
the following.

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

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9.2 Either Party may terminate this Agreement at any time on giving at least [four] weeks' prior notice to the other Party, but not 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 herein, if either Party fails to comply with its obligations and remedies the Parties may have, in the following circumstances:

9.3.1 either Party fails to comply with the terms and obligations of this Agreement within <<insert>> days of the date of notice of such failure from the other Party; or

9.3.2 either Party is in liquidation – either voluntary or compulsory – or is being wound up for purposes of bona fide corporate reconstruction or a receiver is appointed over the whole or any part of its assets.

9.4 The termination of this Agreement shall be without prejudice to any rights which have already accrued to either Party under this Agreement.

10. **Data Protection etc**

10.1 In this Clause, "Data Protection Legislation" means all legislation in force from time to time in the United Kingdom relating to data protection and privacy including, but not limited to, the Data Protection Act 2018 (and any amendments thereto) and the Privacy and Electronic Communications Regulations 2003.

10.2 All personal data that is collected, processed, and held by either Party in accordance with Data Protection Legislation, the regulations of the other Party ("Other Party"), and any other applicable Data Protection Legislation of Third Parties ("Third Parties") may use will be collected, processed, and held by the Principal Hairdresser in accordance with Data Protection Legislation of the other Party ("Other Party") and any applicable Data Protection Legislation of Third Parties ("Third Parties") (including the Other Party's Clients or Salon's Clients, the Principal Hairdresser's Clients, and the Third Parties' Clients).

10.3 For complete details of the collection, processing, storage, and retention of personal data is used for, and the purposes for which it is used, limited to, the purpose(s) for which it is used, the Other Party's and Third Parties' policies for using it, details of the Other Party's and Third Parties' policies for exercising them, and personal data should refer to the Privacy Notice of the First Party. Each Party shall refer to the Privacy Notice [is available from it on request] [has been provided] [is available from it on request] [has been provided].

10.4 Neither Party may disclose any personal information of or relating to the Other Party or a person who is a Salon's Client or a Hairdresser's Client to any Third Parties.

10.4.1 the names, addresses, telephone numbers, and times, shall be recorded in writing by the Principal Hairdresser and the Salon's records shall be the Hairdresser's property and maintained in the Salon's property and maintained throughout the period of this Agreement and for at least [insert] years after termination; and

10.4.2 the same details shall be recorded in writing by the Principal Hairdresser and the Salon's records shall be the Hairdresser's property and maintained in the Salon's property and maintained throughout the period of this Agreement and for at least [insert] years after termination.

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13.2.2 when sent, if

and a return receipt is generated; or

13.2.3 on the fifth
ordinary mail

g mailing, if mailed by national

In each case
e-mail address

used to the most recent address or
party.

14. Law and Jurisdiction

14.1 This Agreement (inc
therefrom or assoc
accordance with, th

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

14.2 Each Party irrevoca
claim between the
contractual matters
shall fall within the e

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

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<<insert list of items of equipment
hairdressing chair, mirror, hair dryer

Hairdresser. e.g. suitable
s>>

<<insert list of materials to be made

er to use>>

<<insert list of services to be provided
light, hot and cold water, towels, glass
Salon staff to wash hair, tea/coffee

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

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[<<insert Salon's completed Private

[<<insert Hairdresser's completed

IN WITNESS WHEREOF this Agreement
before written

executed the day and year first

SIGNED by

.....

ector of Hairdresser>>

Director

for and on behalf of

<<Full company name of the Hairdresser

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EITHER

[SIGNED by

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

Name>>]

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E

OR

[SIGNED by

.....<

Director

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

>> Director of Salon>>

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