

S A M P L E

NAIL TECHNICIAN CHAIR RENTAL (COMPANY) AGREEMENT (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 through Workers engaged by the Technician, to its clients at the Salon, using a Salon chair and other equipment and resources under 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:

"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 holidays

"Salon's Client"

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

"Salon's Equipment and Resources"

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

“Technician’s Client”

“Technician’s Takings”

“VAT”

“Worker”

1.2 Unless the context of

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1.2.2 a statute 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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Resources

Salon’s Business Hours:

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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 experience 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 by the Salon, or the length of time spent at the Salon.

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 on any particular occasion or whether instead to engage another Worker provided that in either case the Worker concerned has the requisite skills and experience. The Technician will use reasonable endeavours to ensure the presence of a Worker at the Salon before making any such decision on any occasion. The Technician is not 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 (whether or not contracted to the Salon) if in its reasonable opinion that the Worker is not suitable for the job on the basis of his/her skills and experience.

3.4 The Technician shall be responsible for 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 set out in sub-Clause 3.4 are clear to the other Party.

3.6 Any complaints or disputes from 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 Technician's Clients and shall be payable 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 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 ar 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 ows to the Salon, in consideration

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- for the use of the Salon's resources.
- 6.2 The Technician shall provide the Salon with a statement of the Technician's Takings at <<insert frequency, e.g. daily, weekly, monthly>> on a <<insert period, e.g. day, week, month>> basis. The statement shall comprise [a flat rate fee of £<<insert sum>>] [plus] [which shall be a fee amount equal to <<insert percentage>>% of the Technician's Takings] or 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's fee for performing the Nail Care Services (or any other services) outside of the Salon or for performing any services without the use of the Salon's equipment and Resources, provided such services have not breached the requirements of sub-Clause 4.1.]
- 6.4 All sums payable by the Technician to the Salon 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 records are true and correct. The Party to the other Party shall provide a copy of the records 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 rate>>% per annum above the base lending rate of <<insert rate>>% from time to time. Interest shall accrue on a daily basis from the due date until the actual date of payment or judgment. Any interest due shall be payable when payment of the overdue sum 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, the costs of the Salon on a solicitor and own-client basis), awarded or incurred by the Salon as a result of any breach of this Agreement by the Technician or as a result of any obligations under this Agreement or as a result of the Technician's failure to provide Nail Care Services in accordance with the requirements of this Agreement.
- 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, the costs of the Technician on a solicitor and own-client basis), awarded or incurred by the Technician as a result of any breach of this Agreement by the Salon or as a result of any obligations under this Agreement or as a result of the Salon's failure to provide the Salon's equipment and Resources in accordance with the requirements of this Agreement.
8. **Liability**
- 8.1 This Clause 8 limits the liability of each Party to the other:
- 8.1.1 for any breach of this Agreement by the Technician;
- 8.1.2 under the indemnities provided by each Party to the other; and

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8.1.3 for any representation, but not limited to, of or in connection with

8.2 Subject to sub-Clause 8.5, the indemnifying Party shall be liable to the other, whether in contract, tort (including negligence or misrepresentation) or consequential damage or loss that may be suffered by the indemnified Party arising 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 misrepresentation) 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 of not exceeding twelve month period (the "Period") beginning on the first of which begins as is equal to <<insert>> of the total amount paid or payable to the Salon under Clause 6.2 in the twelve month period concerned or the sum of the Period, whichever is the greater sum.

8.5 Each indemnity set out in sub-Clauses 8.5.1 to 8.5.5 shall 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 use of the Technician's Resources to the extent that the Technician's Resources are payable (i.e. not a fixed sum) the Technician's liability for each sum payable shall be pro rata on a time basis to take account of the period during which the Technician's Resources are 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 this Agreement.

shall be liable to the other, whether in contract, tort (including negligence or misrepresentation) or consequential damage or loss that may be suffered by the indemnified Party arising out of or in connection with this Agreement.

liability of either Party to the other for fraud or fraudulent misrepresentation, deliberate or wilful misconduct, or for death or personal injury.

each Party to the other (whether in contract, tort (including negligence or misrepresentation) 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 of not exceeding twelve month period (the "Period") beginning on the first of which begins as is equal to <<insert>> of the total amount paid or payable to the Salon under Clause 6.2 in the twelve month period concerned or the sum of the Period, whichever is the greater sum.

only if the indemnified Party:

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

ements without the indemnifying Party's prior written consent;

ole to the indemnifying Party upon request;

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plete control over any relevant litigation and proceedings.

to terminate this Agreement under 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 use of the Technician's Resources to the extent that the Technician's Resources are payable (i.e. not a fixed sum) the Technician's liability for each sum payable shall be pro rata on a time basis to take account of the period during which the Technician's Resources are available to the Technician's Business Hours due to that cause.]

this Clause 8 are cumulative.

it is made and shall continue thereafter [indefinite period (e.g. 6, 12, 18 months>>] subject to the following.

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11. Nature of the Agreement

- 11.1 Without prejudice to the fact that the relationship between the Salon and the Technician is governed by this Agreement does not constitute an offer to the other Party to provide services or any further contract, arrangement facilities or any other facilities or services implied by this Agreement.
- 11.2 No continuing relationship shall be implied by this Agreement.
- 11.3 Neither Party shall be liable to the other in any way, and neither Party shall be liable for the other.
- 11.4 This Agreement is not subject to mortgage, or charge, or any other lien, and its rights hereunder shall not be assigned or otherwise delegate any of its obligations hereunder without the written consent of the Salon, such consent not to be unreasonably withheld.
- 11.5 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by both Parties or their authorised representatives.
- 11.6 Each Party acknowledges that it does not rely on any representation made by or on behalf of the other Party in entering into this Agreement, and all such representations and warranties are void and of no effect 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 such right, and no waiver by either Party of a breach of this Agreement shall be deemed to be a waiver of any such right or any other provision.
- 11.8 Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, or any other relationship between the Parties, or any employment relationship between any Party and the Salon, or any other relationship between the Principal Technician or any other Worker and the Salon.
- 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.

12. Severance

The Parties agree that, 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 and 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 behalf by a duly authorised officer of that Party.
- 13.2 Notices shall be deemed to have been given:
 - 13.2.1 when delivered to the recipient at their registered address;

13.2.2 when sent, if

13.2.3 on the fifth
ordinary mail

In each case
e-mail address

and a return receipt is generated; or

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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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shall fall within the e

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

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Director

for and on behalf of

<<Full company name of the Salon

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