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INDEPENDENT (COMPANY) | RENTAL CONTRACT (OWN

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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)>> of 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 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 engage the Salon, through Workers engaged by the
Hairdresser, 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 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

"Hairdresser's Client"

any person who contacts and books directly with the
Hairdresser or who the Hairdresser chooses to provide
services independently at the Salon's

"Hairdressing Services"

the Hairdressing Services to be provided by the
Worker(s) to the Hairdresser's

"Hairdresser's Takings"

the sums received directly from the
clients by the Hairdresser for the provision
of services in the Salon;

"Principal Hairdresser"

one of individual>>;

**"Salon's Business
Hours"**

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

"Salon's Client"

any person who on any occasion contacts and books
directly with the Salon or to whom it provides Hairdressing

“Salon’s Equipment and Resources”

“VAT”

“Worker”

1.2 Unless the context of

1.2.1 “writing”, an electronic co

1.2.2 a statute or provision as

1.2.3 “this Agreement Schedules a

1.2.4 a Schedule i

1.2.5 a Clause or (other than and

1.2.6 a “Party” or t

1.3 The headings used no effect upon the i

1.4 Words imparting the

1.5 References to any g

2. **Hairdresser’s Use of Salon**

2.1 For the period of thi

2.1.1 the Salon pe to the Haird Equipment a

2.1.2 the Hairdres of such Salo Hairdresser,

2.1.3 the Salon n Hairdresser Salon premis

2.2 Except for the Salon Salon, and any p Hairdresser, the conditioner, hair o materials needed b premises.

2.3 The Hairdresser sh Hairdresser.

her equipment and other things which shall be made available for under this Agreement in Hairdresser paying the Fees;

; and

ing the Principal Hairdresser, employed by the Hairdresser with licence, engaged by the the Hairdressing Services on er.

reference in this Agreement to:

ion includes a reference to any

e is a reference to that statute or at the relevant time;

this Agreement and each of the nted at the relevant time;

ement;

ce to a Clause of this Agreement agraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

other gender.

sources

Salon’s Business Hours:

provide the Hairdressing Services that purpose to use the Salon’s

-exclusive basis so that when any ources are not being used by the o use it; and

nd from time to time require the able hairdressing chair within the

urces to be made available by the es that the Salon sells to the vide all equipment, shampoo, other hair care products and rry on its business at the Salon’s

able supplies by the Salon to the

3. Hairdressing Services

- 3.1 The Hairdresser warrants that it undertakes to the Salon (in the interest of not adversely affecting the Salon's reputation) that any Worker(s) engaged by the Hairdresser for the provision of the Hairdressing Services shall have the requisite skills and experience to do so, and that the Hairdresser shall be wholly responsible for the quality 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 must ensure that the Principal Hairdresser is engaged 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 for any other period/s that may be due and payable under Clause 6 shall be payable for the time/s/days when or the length of time the Worker is present 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. The Hairdresser may, whether instead of or in addition to the Worker concerned, use reasonable endeavours to ensure that the Worker concerned accede to any request made by the Salon or to any other Worker. The Hairdresser (whether or not confirmed by the Salon) 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 Salon, and those Clients not to the Salon, and those Clients in a direct contractual relationship with the Hairdresser.
- 3.5 Each Party shall take all necessary steps to ensure that the Hairdresser's Clients are clear to the Salon.
- 3.6 Any complaints or disputes of the Hairdresser's Clients shall be directed to and dealt with by the Hairdresser.
- 3.7 The Hairdresser may, in its sole discretion, for Hairdresser's Clients and that the price list may (in the event of a dispute) differ in any amount or respect from any Salon price list, and shall be identifiable as the Hairdresser's own price and shall be the place at the Salon.
- 3.8 The Hairdresser shall ensure that the Hairdresser's Clients are in accordance with the Companies Act 2006.
- 3.9 The Hairdresser shall ensure that the Hairdresser's Clients are 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

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 Ag provide to other sal to the Hairdressing others (whether employees of the S are the same as or
- 4.4 If the Hairdresser w which the Salon ac from it, the Hairdres The Hairdresser ma consumables from Hairdresser's Client
- 4.5 The Hairdresser may not solicit or accept a period of <<insert period e.g. 6 month>> from the Agreement the Hairdresser may not thereafter, the Hairdresser may Salon's Client, and the Salon may Hairdresser Client.
- 4.6 The Salon 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.
- 4.7 The Salon may supply tools or consumables from the Salon for the Hairdresser to purchase (not bound to) do so in any instance. The Hairdresser may purchase those or any other products or may sell any product range to any

5. Status of the Hairdresser

- 5.1 The Hairdresser shall be an independent contractor.
- 5.2 The Hairdresser shall
- 5.2.1 all of its exp
- 5.2.2 contributions Hairdresser Agreement.
- 5.3 The Hairdresser he that may be made income tax or nation including interest ar by the Principal Hai
- 5.4 Neither Party shall decisions of the oth and working metho exclusively for the and control. The S Hairdresser or any shall the Salon have
- 5.5 Each Party shall in and authority over affairs, and enjoy its
- 5.6 The Hairdresser shall not be an employee, agent, or dependent contractor of 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.
- 5.7 The Salon does not, and 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
- 5.8 The Salon and its Workers shall have ultimate command and control of the business have ultimate command and control of its finances and taxation es.

6. Consideration

- 6.1 The Hairdresser shall provide the following services to the Salon, in consideration for the use of the Sa sources.

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

6.3 [For the purposes of this Agreement, the Hairdresser's Takings shall not be deemed to include the fees payable to the Hairdresser for performing the Services (including the Services) 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 6.2.]

6.4 All sums payable by the Hairdresser 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 copies of the sums paid or payable by either Party to the other Party in accordance with this Agreement.

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>>% at the 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 principal sum 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 actions, proceedings, claims, 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 Services under this Agreement or as a result of the Hairdresser's exercise of its right under sub-clause 2.1 to provide the Services.

7.2 Subject to Clause 2.1, the Salon shall indemnify the Hairdresser and keep the Hairdresser indemnified from and against all actions, proceedings, claims, damages, costs (including without prejudice to the legal costs of the Hairdresser on a solicitor and own-client basis) and losses or damages howsoever arising – directly or indirectly – as a result of the performance by the Salon of any of the Services 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 this Agreement by the Hairdresser;

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 the same.
- 8.2 Subject to sub-Clause 8.1, the Hairedresser 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 8.1, each Party shall be liable to the other (whether in contract, tort (including negligence), or for breach of statutory duty or misrepresentation) 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") 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 8.5, whichever is the greater sum.
- 8.5 Each indemnity set out in this Clause shall only if the indemnified Party:
- 8.5.1 notifies the indemnifying Party immediately in writing upon becoming aware of any claim, 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 complete control over any relevant litigation and proceedings.
- 8.6 [Without prejudice to Clause 9, if as a result of the Hairedresser's failure to keep the Salon open during the Period for its consequential damage or loss of Resources to the Salon under sub-Clause 8.4, the Hairedresser shall be liable to the Salon for the sum payable (i.e. not a proportion of the Hairedresser's liability for each sum) payable on a pro rata basis to take account of the period during which the Salon's Equipment and Resources is not available to the Hairedresser during the Period.]
- 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 with 30 days' prior notice in writing to the other Party. Such termination shall not constitute a breach of this Agreement.

9.3 Without prejudice to the right of the court to terminate, notwithstanding the provisions of the preceding paragraph, the court may, at the request of the parties, have, in the following

9.3.1 either Party
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Party; or

9.3.2 either Party
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whole or any

9.4 The termination of which have already

10. Data Protection etc

10.1 In this Clause, “Data” means information, from time to time in the past, present or future, including, but not limited to, data generated by regulations made by the Federal Communications Commission.

10.2 All personal data that is processed, and he/she shall be responsible for the Legislation, the right to be forgotten, the right to be forgotten, the right to be forgotten ("Other Party"), and the right to be forgotten ("Third Party") and the right to be forgotten ("Principal Hairdresser").

10.3 For complete details regarding retention of personal data, please refer to the privacy policy. Personal data is used for the First Party's and Third Party's business operations and marketing purposes, including sharing (where applicable) with other parties of the First Party. If you have any questions, please contact [has been provided]

10.4 Neither Party may disclose confidential information of or rely on confidential information of the other at all material times throughout the term of this Agreement and the Hairdresser's Client's relationship.

10.4.1 the names, including the writing by the property and for at least

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but having to give any reason for

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

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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.

means all legislation in force from 1990 to data protection and privacy legislation, the Data Protection Act 2018 (and the Privacy and Electronic Communications Regulations 2003).

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
other Party. In order to ensure at
er a person is a Salon's Client or a

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

shall be recorded in writing by the
the Salon's property and maintained
agreement.

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13.2.2 when sent, in accordance with the terms of the contract and a return receipt is generated; or

13.2.3 on the fifth business day after the date of mailing, if mailed by national ordinary mail.

In each case, the contract shall be deemed to be sent to the most recent address or e-mail address of the party.

14. Law and Jurisdiction

- 14.1 This Agreement (including any amendments and variations) 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) shall fall within the jurisdiction of the courts of England and Wales.

<<insert list of items of equipment to be provided by the Hairdresser. e.g. suitable hairdressing chair, mirror, hair dryer, etc>>

<<insert list of materials to be made available to the Hairdresser for use>>

<<insert list of services to be provided by the Hairdresser, including reception, and waiting areas, heat, light, hot and cold water, towels, glassware, cleaning, waste disposal, use of Salon staff to wash hair, tea/coffee etc>>

[<<insert Salon's completed Privacy Policy>>]

[<<insert Hairdresser's completed Terms of Business>>]

IN WITNESS WHEREOF this Agreement has been executed the day and year first before written

SIGNED by

..... <<Name and Title of Director of Hairdresser>>

Director

for and on behalf of

<<Full company name of the Hairdresser>>

EITHER

[SIGNED by

<<Name and Title of Sole Trader to be signed by>>
for and on behalf of <<Sole Trader Name>>]

OR

[SIGNED by

.....
Director

for and on behalf of

<<Full company name of the Salon>>

ector of Salon>>

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