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SELF EMPLOYED BEAUTY THERAPIST (SALON) CONTRACT (OWN AND

THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Beauty Therapist>> ("the Therapist") and
(2) <<Name of owner (sole proprietor or company) of the Salon business>> [a company registered in <<Country of origin>> with company registration number <<Company Registration Number>> whose registered office is at <<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 beauty therapists;
(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 the context otherwise requires, the following expressions have the meanings hereby assigned to them:

"Beauty Therapy Services"

Beauty Therapy Services to be provided by the Therapist (or worker) to the Therapist's Clients as permitted by this Agreement, to a

"Business Day"

any day other than Saturday or Sunday) on which the Salon is open for their full range of services at <<Insert location>>;

"Fees"

Fees payable to the Salon under sub-Clause

"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 then provides Beauty Therapy Services;

"Salon's Equipment and Resources"

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

"Therapist's Client"

any person who on any occasion contacts and books directly with the Therapist who the Therapist chooses to provide the Beauty Therapy Services independently at the Salon's

<p>“Therapist’s Takings”</p>		<p>er sums received directly from the he Therapist for the provision of ervices in the Salon;</p>
<p>“VAT”</p>		<p>; and</p>
<p>“Worker”</p>		<p>self-employed or employed by the skill and experience, engaged by e the Beauty Therapy Services on</p>
<p>1.2 Unless the context of</p> <p>1.2.1 “writing”, an electronic co</p> <p>1.2.2 a statute or provision as</p> <p>1.2.3 “this Agree Schedules a</p> <p>1.2.4 a Schedule i</p> <p>1.2.5 a Clause or (other than and</p> <p>1.2.6 a "Party" or t</p> <p>1.3 The headings used no effect upon the i</p> <p>1.4 Words imparting the</p> <p>1.5 References to any g</p>	<p>S A M P L E</p>	<p>reference in this Agreement to:</p> <p>ion includes a reference to any</p> <p>e is a reference to that statute or at the relevant time;</p> <p>this Agreement and each of the nted at the relevant time;</p> <p>ement;</p> <p>ce to a Clause of this Agreement agraph of the relevant Schedule;</p> <p>parties to this Agreement.</p> <p>r convenience only and shall have ement.</p> <p>clude the plural and vice versa.</p> <p>other gender.</p>
<p>2. Therapist’s Use of Salon’s</p>		<p>Resources</p>
<p>2.1 For the period of thi</p> <p>2.1.1 the Salon Services to purpose to u</p> <p>2.1.2 the Therapist such Salon’s Therapist, th</p> <p>2.1.3 the Salon n Therapist to Salon premis</p> <p>2.2 Except for the Salon Salon, and any pro the Therapist shall and materials need Salon’s premises.</p> <p>2.3 The Therapist sha Therapist.</p>		<p>Salon’s Business Hours:</p> <p>to provide the Beauty Therapy and Salon’s Clients and for that nt and Resources;</p> <p>exclusive basis so that when any of urces are not being used by the use it; and</p> <p>nd from time to time require the e beauty therapy chair within the</p> <p>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</p> <p>ole supplies by the Salon to the</p>
<p>3. Beauty Therapy Services</p>		
<p>3.1 The Therapist war</p>		<p>undertakes to the Salon (in the</p>

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| 3.2 | The Therapist may intend to be present at the Salon at the following times, e.g. 10:00 to 18:00, but will not be obliged to be present at either all or any of the minimum period(s) specified, payable irrespective of the period/s that the Therapist is present. |
| 3.3 | The Therapist in the event of illness or injury shall not substitute any Worker for the Beauty Therapy Services. The Salon's own business and the Therapist concerned has the right to refuse any request for substitution in any circumstances. The Therapist shall only be entitled to refuse a request by the Therapist if the Therapist does not possess the requisite skills or experience to perform the service. |
| 3.4 | Where a client is a direct contractual customer of the Salon only. |
| 3.5 | Except where a client is a direct contractual customer of the Salon, the Therapist shall be paid directly by the client. The Therapist shall be entitled to refuse to provide services to the Salon, and to refuse to accept a direct contractual relationship with the Salon. |
| 3.6 | Each Party shall take reasonable steps to ensure that the arrangements for the provision of the Beauty Therapy Services to each client are satisfactory. |
| 3.7 | Any complaints or disputes shall be dealt with by the Therapist in accordance with the terms of the Beauty Therapy Services Agreement. |
| 3.8 | The Therapist may, at their discretion, set a price list for the Beauty Therapy Services. The price list may (in the event of a dispute) be used as evidence of the price charged for any Salon price and shall be deemed to be the price charged for the Beauty Therapy Services. |
| 3.9 | The Therapist shall be responsible for the provision of the Beauty Therapy Services in accordance with the terms of the Beauty Therapy Services Agreement and the Act 2006. |
| 3.10 | The Therapist shall be responsible for covering requirements for the provision of the Beauty Therapy Services, including the Salon's Equipment and the Salon's liability in relation to the provision of the Beauty Therapy Services. |

of the Salon's Business Hours but Worker is usually present in the following days: <<insert times and days, e.g., 9:00 a.m. to 5:00 p.m., Monday through Friday>>. However, the Therapist shall not be responsible for the presence of a Worker at or on any particular day or on any other times or for any particular duration. The fee under Clause 6 shall be due and payable at the beginning of the session or the length of time in any session that the Worker is present at the Salon.

on one or more occasions may or another Worker to provide the the interest of not disrupting the their reputation, the Worker experience. The Therapist will use Salon beforehand about any such consult the Salon or to accede to nt of any Worker. The Salon shall Worker (whether or not consulted nable opinion that Worker lacks

Client's payment shall be to the Salon

of “Salon’s Client”, the Therapist provided the Beauty Therapy Services, the Therapist provided their services directly to that client and the Therapist intended to be the Therapist’s Client in the Beauty Therapy Services.

necessary in any circumstances to
b-Clauses 3.4 and 3.5 are clear to

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Transferring all of their own insurance (auto, health, life, disability, public liability, loss or damage to property, etc.) to the Therapist, and employer's insurance.

4. Competition

- 4.1 The Therapist may not solicit or accept the custom of a client of the Salon during or before the term of this Agreement, except as permitted by sub-Clause 4.2.
- 4.2 The Therapist may not solicit or accept the custom of a Salon's Client on any previous occasion before the Salon's Client arrives at the Salon, and the Therapist chooses to accept a booking for Beauty Therapy Services to that Salon as the Salon's subcontractor on that occasion.
- 4.3 [For a period of <<[The Therapist's name] >> from the termination of this Agreement the Therapist may not solicit or accept the custom from a Salon's Client].
- 4.4 During the period of <<[The Therapist's name] >> and thereafter, the Therapist may not solicit or accept the custom from a Salon's Client, and the Salon may not solicit or accept the custom from a Therapist Client.
- 4.5 The arrangements for the provision of Beauty Therapy Services by the Therapist under this Agreement are mutually non-exclusive, that, subject to the other provisions of this Agreement, the Therapist can at any time provide to other salons and or Beauty Therapy Services (whether self-employed or employees of the Salon) to provide Beauty Therapy Services as or similar to the Beauty Therapy Services provided by the Therapist.
- 4.6 If the Therapist wishes to purchase from the Salon or the Therapist to purchase from the Salon (as or similar to the Beauty Therapy Services provided by the Therapist) do so in any instance. The Therapist may in any instance purchase from the Salon or the Therapist those or any other products or consumables from the Salon or the Therapist may sell any product range to any Salon or the Therapist.

5. Self-Employment etc

- 5.1 The Therapist shall be an independent contractor and shall have the status of a self-employed person.
- 5.2 The Therapist shall
- 5.2.1 all of their expenses
- 5.2.2 all income tax and contributions or similar taxes or contributions paid or payable to the Therapist by the Therapist under or in relation to this Agreement.
- 5.3 The Therapist hereby releases the Salon in respect of any claims that may be made against the Salon in respect of income tax or national insurance contributions or similar taxes or contributions, including interest and penalties, in relation to the Beauty Therapy Services provided by the Therapist.
- 5.4 Neither Party shall be liable for the decisions of the other Party or those of any Workers or employees of the other Party or those of any Workers or employees of the other Party.

- engaged by the Therapist to determine, supervise, direct or otherwise control the Beauty Therapy Services to be exclusively for the Therapist to provide. The Salon shall not seek to employ any Workers in the provision of the Beauty Therapy Services and shall have no right to do so.
- 5.5 Each Party shall retain its own business and shall have ultimate command and authority over its business and be responsible for its finances and taxation matters.
6. **Consideration**
- 6.1 The Therapist shall provide Beauty Therapy Services to the Salon, in consideration for the use of the Salon's Resources.
- 6.2 The Therapist shall provide Beauty Therapy Services at an agreed frequency, e.g. daily, weekly, monthly>> intervals of <<insert period, e.g. day, week, month>> the fee shall be <<insert sum>>] [plus] [which shall be a fee amount equal to <<insert percentage>>% of the Therapist's Takings or a fee of £<<insert sum>>].
- 6.3 [For the purposes of this Agreement, the Therapist's Takings shall not be deemed to include any sums received by the Therapist (or any Worker) for performing the Beauty Therapy Services (or any other services) outside of the Salon or for performing any other services using the Salon's Equipment and Resources, provided that such services have not been performed in breach of the terms of this Agreement.]
- 6.4 Where, pursuant to this Agreement, the Therapist (or any Worker) chooses to provide any Beauty Therapy Services to a Salon's Client referred to them by the Salon, the Therapist shall pay to the Salon as subcontractor to the Salon on that occasion and the Salon shall pay to the Therapist for such subcontracted Beauty Therapy Services an amount of <<insert percentage>>% of the sums paid to the Salon by the Salon for such Beauty Therapy Services at the end of the <<insert period, e.g. month>> during which those Beauty Therapy Services have been provided.
- 6.5 All sums payable by the Salon pursuant to this Agreement are exclusive of any VAT that may be charged.
- 6.6 Each Party shall keep up-to-date accounting records relating to its business and shall make such records available for inspection by the other Party on reasonable request. The Party on request shall provide evidence that the records are true and correct. The Therapist as subcontractor shall provide such evidence to the other Party to the other Party.
- 6.7 The Salon shall not employ any Worker in respect of the Beauty Therapy Services.
- 6.8 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 overdue sum is made.
7. **Therapist's and Salon's Indemnity**
- 7.1 Subject to Clause 8, the Therapist shall indemnify the Salon and keep the Salon indemnified from and against all actions,

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ligations under this Agreement or
their right under sub-Clause 2.1 to

7.2 Subject to Clause 8
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-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

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8.1.2 under the inc

en by each Party to the other; and

8.1.3 for any repre
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of or in conn

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

8.2 Subject to sub-Clause
contract, tort (includ
or misrepresentation
that may be suffered
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
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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

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8.5.5 allows the [Therapist] to have complete control over any relevant litigation and

8.6 [Without prejudice to Clause 9, if as a result of the Salon it is for any purpose to keep the Salon open for its consequent use of the Salon's Resources to the Therapist's sub-Clause 6.2 Fees shall not be a percentage of the sum shall be reduced when the Salon's Equipment is not available to the Therapist during any Salon's Business Hours.]

8.7 The limitations and remedies 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 at any time on giving at least [four] weeks' prior notice in writing, without having to give any reason for such termination.

9.3 Without prejudice to Clause 9.1, this Agreement shall terminate, notwithstanding the above, in the following circumstances and remedies the Parties may agree:

9.3.1 either Party fails to comply with the terms and obligations of this Agreement within <<insert period>> of remedy, is not remedied within <<insert period>> of notice of such failure from the other Party; or

9.3.2 either Party is involved in liquidation – either voluntary or compulsory or the purposes of bona fide corporate reconstruction or a receiver is appointed over the whole or any part of the business.

9.4 The termination of this Agreement shall be without prejudice to any rights or remedies which have already accrued to the Parties 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 regulations made under it) and the Privacy and Electronic Communications Regulations 2003.

10.2 All personal data to be collected, processed, and held by the Parties ("Other Party"), and the Parties ("Third Parties") may use will be collected, processed, and held in accordance with Data Protection Legislation of the other Party ("Other Party") and the Data Protection Legislation of Third Parties ("Third Parties"), Therapist's Clients or Salon's Clients).

10.3 For complete details of the collection, processing, storage, and retention of personal data, see the Privacy Policy, limited to, the purpose(s) for which

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

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

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- Each Party and the arrangements expressly set out in this Agreement, in addition to the obligations of each Party to the other in relation to the services or any further contract,

- r implied by this Agreement.

- But they have, any authority to bind
 puts liability for the other.

- l. The Therapist may not assign, (including charge) or sub-license any of their services, or otherwise delegate any of their duties, without the written consent of the Salon, such as:

- agreement between the Parties with
modified except by an instrument
authorised representatives.

- to this Agreement, it does not rely by or on behalf of the other Party, and all such representations are permitted by law.

- 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 constitute a waiver of the same or any other provision.

- d to create any partnership, joint landlord and tenant relationships employment relationship between any

- or any part of it to be enforceable
(of third Parties) Act 1999 by any

person who is not a

12. Severance

The Parties agree that, if the Agreement is found to be wholly or partly unenforceable, that / those provisions shall be deemed to be the remainder of this Agreement.

or more of the provisions of this Agreement are otherwise unenforceable, that / those provisions shall be deemed to be the remainder of this Agreement. The 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 its duly authorised officer of that Party.

in writing and be deemed duly given if signed by the Party or its duly authorised officer of that Party.

13.2 Notices shall be deemed to have been given:

given:

13.2.1 when delivered to the recipient's registered mail address;

by a courier or other messenger (including outside business hours of the recipient; or

13.2.2 when sent, if by post, and a return receipt is generated; or

by a courier or other messenger (including outside business hours of the recipient; or

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

by registered or certified mailing, if mailed by national ordinary mail.

In each case, the notice shall be deemed to have been given to the most recent address or e-mail address of the Party.

to the most recent address or e-mail address of the Party.

14. Law and Jurisdiction

14.1 This Agreement (including any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with the Agreement) shall be governed by, and construed in accordance with, the law of England and Wales.

These terms and conditions shall govern all matters and obligations arising out of or in connection with the Agreement, and 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 the Agreement (including any non-contractual matters) shall fall within the exclusive jurisdiction of the courts of England and Wales.

dispute, controversy, proceedings or claim arising out of or in connection with the Agreement (including any non-contractual matters) 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 equipment.

<<insert list of materials to be made available to the Salon, e.g. products, etc.>>

to use>>

<<insert list of services to be provided by the Salon, e.g. reception, and waiting areas, heat, light, hot and cold water, towels, grooming, etc.>>
Salon staff, tea/coffee for clients>>

reception, and waiting areas, heat, light, hot and cold water, towels, grooming, waste disposal, use of

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

[<<insert Therapist's completed Pr

IN WITNESS WHEREOF this Ag before written

SIGNED by

.....

<<Full name of the Therapist>>

EITHER

[SIGNED by

.....

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

executed the day and year first

OR

[SIGNED by

.....

<<insert full name of a director of S
Director
for and on behalf of
<<Full company name of the Salon

Name>>]