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SELF EMPLOYED NAIL TECHNICIAN (S) CONTRACT (OWN CLIENTS)

THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Nail Technician>> ("the Technician") and
- (2) <<Name of owner (sole proprietor)>> ("the Salon business") [a company registered in <<Country of origin>> with company number <<Company Registration Number>> whose registered office is <<Insert Address>>] ("the Salon")

WHEREAS:

- (A) At all material times the Technician has been engaged in the business of providing nail care services as a self-employed person;
- (B) The Salon, in addition to providing nail care 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 Technician wishes to provide nail care services to their clients in the Salon's premises, using the Salon's 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 meanings set out below:

"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"

the sums payable to the Salon under sub-Clause

"Nail Care Services"

nail care services to be provided by the Technician (as "Nail Care Worker") to the Technician's Clients;

"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 services with the Salon to whom it provides Nail Care

"Salon's Equipment and Resources"

all equipment, tools, other 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"

any person who contacts and books directly with the Technician, where the Technician chooses to provide services independently at the Salon's premises;

"Technician's Takings"

all sums received directly from the Technician's Clients by the Technician for the provision of services in the Salon;

"VAT"

Value Added Tax; and

“Worker”

1.2 Unless the context of the Agreement requires otherwise, any reference in this Agreement to:

1.2.1 “writing”, and “written” includes a reference to any electronic communication;

1.2.2 a statute or regulation means a reference to that statute or regulation in force at the relevant time;

1.2.3 “this Agreement” means this Agreement and each of the Schedules attached to it at the relevant time;

1.2.4 a Schedule means a Schedule to this Agreement;

1.2.5 a Clause or Paragraph means a reference to a Clause or Paragraph of this Agreement or a Clause or Paragraph of the relevant Schedule; and

1.2.6 a “Party” or “Parties” means the Parties to this Agreement.

1.3 The headings used in the Agreement are for convenience only and shall have no effect upon the interpretation of the Agreement.

1.4 Words imparting the singular include the plural and vice versa.

1.5 References to any gender include the other gender.

2. Technician’s Use of Salon Resources

2.1 For the period of this Agreement, the Technician shall provide the Nail Care Services to their Own Clients at the Salon’s Business Hours:

2.1.1 the Salon provides the Technician with the Salon’s Equipment and Resources for the purpose of providing the Nail Care Services to their Own Clients;

2.1.2 the Technician shall use the Salon’s Equipment and Resources on an exclusive basis so that when any of the Salon’s Equipment and Resources are not being used by the Technician, they shall be available for use by the Salon;

2.1.3 the Salon may from time to time require the Technician to use the Salon’s Equipment and Resources for the purpose of providing the Nail Care Services to their Own Clients.

2.2 Except for the Salon’s Equipment and Resources, the Salon shall provide the Technician with the Salon’s Equipment and Resources for the purpose of providing the Nail Care Services to their Own Clients. The Salon shall provide the Technician with the Salon’s Equipment and Resources for the purpose of providing the Nail Care Services to their Own Clients. The Salon shall provide the Technician with the Salon’s Equipment and Resources for the purpose of providing the Nail Care Services to their Own Clients.

2.3 The Technician shall use the Salon’s Equipment and Resources for the purpose of providing the Nail Care Services to their Own Clients.

3. Nail Care Services

3.1 The Technician warrants that they shall, in the interest of not adversely affecting the Salon’s reputation, and any Worker(s) employed by the Salon, provide the Nail Care Services to their Own Clients with the skill and experience to do so, and that, whether the Technician is self-employed or employed by the Salon, they shall be fully responsible for the quality of the Nail Care Services provided to their Own Clients.

self-employed or employed by the Salon, they shall be fully responsible for the quality of the Nail Care Services provided to their Own Clients.

reference in this Agreement to:

tion includes a reference to any

is a reference to that statute or regulation in force at the relevant time;

this Agreement and each of the Schedules attached to it at the relevant time;

ement;

ce to a Clause of this Agreement or a Paragraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have no effect upon the interpretation of the Agreement.

clude the plural and vice versa.

other gender.

Resources

Salon’s Business Hours:

provide the Nail Care Services to their Own Clients at the Salon’s Business Hours for that purpose to use the Salon’s Equipment and Resources;

exclusive basis so that when any of the Salon’s Equipment and Resources are not being used by the Technician, they shall be available for use by the Salon;

nd from time to time require the Technician to use the Salon’s Equipment and Resources for the purpose of providing the Nail Care Services to their Own Clients.

urces to be made available by the Salon. The Salon shall provide the Technician with the Salon’s Equipment and Resources for the purpose of providing the Nail Care Services to their Own Clients. The Salon shall provide the Technician with the Salon’s Equipment and Resources for the purpose of providing the Nail Care Services to their Own Clients.

ble supplies by the Salon to the Technician for the purpose of providing the Nail Care Services to their Own Clients.

undertakes to the Salon (in the interest of not adversely affecting the Salon’s reputation) that the Technician shall, in the interest of not adversely affecting the Salon’s reputation, and any Worker(s) employed by the Salon, provide the Nail Care Services to their Own Clients with the skill and experience to do so, and that, whether the Technician is self-employed or employed by the Salon, they shall be fully responsible for the quality of the Nail Care Services provided to their Own Clients.

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such Nail Care Services will be carried out competently and

that all Nail Care Services will be carried out competently and

3.2 The Technician may, if he or she intends to be present at the Salon at the following times: e.g. 10:00 to 18:00, but shall not be obliged to be present at either all or any of the above minimum period(s) and shall be payable irrespective of the minimum period/s that the Technician is present at the Salon.

of the Salon's Business Hours but the Worker is usually present in the following days: <<insert times and days, e.g. 10:00 to 18:00, >>. However, the Technician shall not be obliged to be present at the presence of a Worker at or on any other times or for any other reason. Clause 6 shall be due and payable irrespective of the length of time in any period that the Technician is present at the Salon.

3.3 The Technician in the event of substituting any Worker to provide the Nail Care Services provided that such substitution does not cause any business or adverse effect on the Salon, the Worker concerned has the right to refuse such substitution if the Technician will use reasonable endeavours to consult the Worker in advance about any such substitution and the Worker agrees to such substitution. The Salon shall only be entitled to object to such substitution if in the opinion of the Technician the Worker lacks requisite skills or experience.

on one or more occasions may substitute any Worker to provide the Nail Care Services provided that such substitution does not cause any business or adverse effect on the Salon, the Worker concerned has the right to refuse such substitution if the Technician will use reasonable endeavours to consult the Worker in advance about any such substitution and the Worker agrees to such substitution. The Salon shall only be entitled to object to such substitution if in the opinion of the Technician the Worker lacks requisite skills or experience.

3.4 The Technician shall ensure that the Technician's Clients for the Nail Care Services, the Technician shall be deemed to be providing their services directly to that Technician's Client shall be deemed to be the Technician's Client.

The Technician's Clients for the Nail Care Services, the Technician shall be deemed to be providing their services directly to that Technician's Client shall be deemed to be the Technician's Client.

3.5 Each Party shall take such steps as are necessary to ensure that the Technician's Clients are not misled or deceived by the Technician's Clients.

necessary in any circumstances to ensure that the Technician's Clients are not misled or deceived by the Technician's Clients.

3.6 Any complaints or disputes shall be dealt with by the Technician.

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

3.7 The Technician may, if he or she intends to be present at the Salon at the following times: e.g. 10:00 to 18:00, but shall not be obliged to be present at either all or any of the above minimum period(s) and shall be payable irrespective of the minimum period/s that the Technician is present at the Salon.

for Technician's Clients and that the Technician may, if he or she intends to be present at the Salon at the following times: e.g. 10:00 to 18:00, but shall not be obliged to be present at either all or any of the above minimum period(s) and shall be payable irrespective of the minimum period/s that the Technician is present at the Salon.

3.8 The Technician shall ensure that the Technician's Clients are not misled or deceived by the Technician's Clients.

their business and the address at which documents may be served in accordance with the Companies Act 2006.

3.9 The Technician shall ensure that the Technician's Clients are not misled or deceived by the Technician's Clients.

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

4. Competition

4.1 During the period of the custom of any of the Technician's Clients for the Nail Care Services, the Technician shall be deemed to be providing their services directly to that Technician's Client shall be deemed to be the Technician's Client.

Technician may not solicit or accept the custom of any of the Technician's Clients for the Nail Care Services, the Technician shall be deemed to be providing their services directly to that Technician's Client shall be deemed to be the Technician's Client.

4.2 During the period of the custom of any of the Technician's Clients for the Nail Care Services, the Technician shall be deemed to be providing their services directly to that Technician's Client shall be deemed to be the Technician's Client.

thereafter, the Technician may

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- and the Technician under this is to say that, subject to the other and any Worker can at any time which are the same as or similar in at any time arrange with others or sub-contractors to or to the Salon or to clients which services.

- is or consumables from the Salon or the Technician to purchase from (and to) do so in any instance. The those or any other products or may sell any product range to any

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- pendent contractor and shall have

- the contributions or similar taxes or amounts paid or payable to the State under or in relation to this

- the Salon in respect of any claims
es against the Salon in respect of
s or similar taxes or contributions,
ne Nail Care Services provided by

- does it rely or depend on, any of the Nail Care Services activities and use of any Workers engaged by the Technician to determine, shall not seek to supervise, direct or control the provision of the Nail Care Services or to do so.

- business have ultimate command
responsible for its finances and taxation
issues.

- ows to the Salon, in consideration
sources.

- at <<insert frequency, e.g. daily,
ing period of <<insert period, e.g.
mprise [a flat rate fee of £<<insert
a fee amount equal to <<insert
or a fee of £<<insert sum>>].

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- Contract (Own Clients).

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6.3 [For the purposes of this Clause 6, the Technician's Takings shall not be deemed to include the Technician (or any Worker) for performing the Nail Care Services (or any other services) outside of the Salon or for performing the Salon's Equipment and Resources, provided that the Technician's Takings have not been performed in breach of the requirements of sub-Clause 2.1.

6.4 All sums payable by the Technician 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 Party has complied with this Clause to the other Party to the other Party's satisfaction and complete according to this Agreement.

6.6 Any sums which are due for payment shall incur interest at the rate of 10% per annum above the base lending rate of 5% per annum 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. 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 Salon on a solicitor and own-client basis), awarded against the Technician (or any Worker) as a result of any breach of this Agreement by the Technician's undertaking or as a result of the Technician's negligence or their right under sub-Clause 2.1 to provide Nail Care Services.

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 Technician on a solicitor and own-client basis), awarded against the Salon (or any Worker) as a result of any breach of this Agreement by the Salon or its performance by the Salon of any obligation 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;
- 8.1.2 under the indemnities provided by each Party to the other; and
- 8.1.3 for any representation, negligent or otherwise, or tortious act or omission (including, without prejudice to the generality of this paragraph, each of statutory duty) arising out of or in connection with the performance of the obligations of the Parties under this Agreement.

8.2 Subject to sub-Clause 8.1, each Party shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty or consequential damage or loss.

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- that may be suffered by the Technician 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, negligent or deliberate or wilful misconduct, or for death or personal injury.
- 8.4 Subject to Clause 8.5, the indemnifying Party shall indemnify the indemnified Party to the other (whether in contract, tort (including negligence), or otherwise) for breach of statutory duty or breach of contract, or for breach of tort (including negligence), or for breach of or in connection with this Agreement for any event (or series of connected acts, omissions or events) occurring in the period (or periods) exceeding twelve month period (the "Indemnity Period") shall be either such sum as is equal to <<indemnified Party's actual loss>> or 100% 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 two, whichever ever is the greater sum.
- 8.5 Each indemnity set out in this Clause 8 shall only apply 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 loss of the Salon's Equipment and Resources to the Technician under sub-Clause 8.5, the Technician shall be entitled to a sum payable (i.e. not a sum payable in respect of the Technician's liability for each sum payable) pro rata on a time basis to take account of the period during which the Salon's Equipment and Resources is not available to the Technician 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 or 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 to the other, without having to give any reason for such termination.
- 9.3 Without prejudice to Clause 9.1, this Agreement shall terminate, notwithstanding the above, if the Salon has and remedies the Parties may have, in the following circumstances:

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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
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reconstructio
whole or any

or 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

10.1 In this Clause, “Dat
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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, Technician’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
Technician’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 Technician’s Clients,
and times, shall be recorded in
records shall be the Technician’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

11.1 Without prejudice
between the Salon
this Agreement doe
offer to the other
arrangement facilitie

ach Party and the arrangements
xpressly 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 or accept liability for the other.

11.4 This Agreement is not a mortgage, or charge, or assignment of its rights hereunder or its obligations hereunder, and without the written consent not to be used

The Technician may not assign, sub-license (including 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 cannot be varied in respect to its subject matter in writing signed by

an instrument in writing between the Parties with the written consent of the Parties, modified except by an instrument in writing authorised representatives.

11.6 Each Party acknowledges that on any representation made by or on behalf of the other Party except as expressly stated in writing and warranties are

made in connection with this Agreement, it does not rely on any representation made by or on behalf of the other Party, and all such representations are subject to the extent permitted by law.

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

waiver of 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 other provision.

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

Salon shall be deemed to create any partnership, joint venture, agency, or employment relationship between any person and the Salon.

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

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 remaining provisions of this Agreement shall remain enforceable, that / those provisions shall be deemed to be severed from the remainder of this Agreement. 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 authorised representative or officer of that Party.

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13.2 Notices shall be deemed to be given:

13.2 Notices shall be deemed to be given:

13.2.1 when delivered to the registered office of the Party

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

13.2.2 when sent, if the Party has provided a return receipt is generated; or

13.2.2 when sent, if the Party has provided a return receipt is generated; or

13.2.3 on the fifth business day after the date of the ordinary mail

13.2.3 on the fifth business day after the date of the 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 dispute arising therefrom or associated with it) shall be governed by and construed in

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accordance with, the
14.2 Each Party irrevocably
claim between the
contractual matters
shall fall within the e

ales.

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

<<insert list of items of equipment
chair, table, mirror, toilet/kitchen fa

Technician. e.g. suitable nail care

<<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>>

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

[<<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

.....

<<Full name of the Technician>>

EITHER

[SIGNED by

.....

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

Name>>]

OR

[SIGNED by

.....

<<insert full name of a director of S
Director

for and on behalf of

<<Full company name of the Salon