

**DATED** \_\_\_\_\_

**(1) <<Hairdresser>>**

**(2) <<Salon>>**

**SELF EMPLOYED HAIRDRESSER'S CONTRACT**

**THIS AGREEMENT** is made the                      day of

**BETWEEN:**

- (1)     <<Name of Hairdresser>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Hairdresser") and
- (2)     <<Name of Salon>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Salon")

**WHEREAS:**

- (1)     At all material times the Hairdresser is engaged in the business of providing hairdressing services.
- (2)     The Salon provides chairs, equipment, products and sundries to self-employed hairdressers.
- (3)     The Hairdresser wishes to provide its/his/her services to clients in the Salon, using the Salon's chairs, equipment, products and sundries 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 following meanings:

<b>"Business Day"</b>	means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;
<b>"Hairdresser's Clients"</b>	means clients booked by the Hairdresser independently of the Salon to whom the Hairdresser shall provide the Hairdressing Services;
<b>"Hairdresser's Takings"</b>	means all sums taken by the Hairdresser from the Hairdresser's Clients for the provision of the Hairdressing Services in the Salon;
<b>"Hairdressing Services"</b>	means the hairdressing services to be provided by the Hairdresser to the Hairdresser's Clients [and the Salon's Clients];
<b>["Salon's Clients"]</b>	[means clients booked by the Salon or clients who arrive at the Salon without an appointment to whom the Hairdresser may [be required] <b>OR</b> [choose] to provide the Hairdressing Services;]

**“Salon’s Equipment”** means the equipment and supplies provided to the Salon>> which shall be used under this Agreement;

**“Standard Fee”** means the fee payable to the Salon under sub-Clause 2.5 as

- 1.2 Unless the context otherwise requires, the following definitions apply in this Agreement to:
- 1.2.1 “writing”, and any other form of communication effected by electronic means, facsimile transmission or other similar means;
  - 1.2.2 a statute or a provision of law, or a provision of a contract, or a provision as amended or otherwise;
  - 1.2.3 “this Agreement” is this Agreement and each of the Schedules as amended or otherwise;
  - 1.2.4 a Schedule is a schedule of this Agreement;
  - 1.2.5 a Clause or paragraph of this Agreement (other than the Schedules) and
  - 1.2.6 a “Party” or the “Parties” are the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

## 2. The Hairdresser’s Services

- 2.1 The Hairdresser shall provide Hairdressing Services to the Hairdresser’s Clients using the Salon’s Equipment.
- 2.2 For the purposes of this Agreement, the Hairdresser shall be deemed to be providing services to clients.
- 2.3 The Hairdresser shall pay the fee due under Clause 5 in consideration for its/his/her services.
- 2.4 The Hairdresser shall be responsible for the quality of the Hairdressing Services and shall ensure that the Services are provided with reasonable care and, without limitation, is wholly responsible for ensuring that anyone authorised by him/her to perform all or any of the Hairdressing Services shall also do so competently and with reasonable care.
- 2.5 The Hairdresser [shall use the Salon] OR [intends] to be present in the Salon at the following days: <<insert times and days, e.g. 10:00 to 18:00 on Wednesday.>>. The Standard Fee shall be payable under Clause 5 of whether or not the Hairdresser is present at the Salon in accordance with this sub-Clause 2.5.
- 2.6 [The Hairdresser may, from time to time, choose to] OR [choose to] provide the Hairdressing Services to the Clients and shall be paid for the same in accordance with Clause 5.

### 3. Nature of the Services

- 3.1 The Hairdresser shall at all times be self-employed. The Hairdresser's activities and those of any substitutes or employees are at all times under the Hairdresser's sole direction and control.
- 3.2 The Hairdresser shall at all times be responsible for organising how and in what order the Hairdressing Services are provided and shall liaise with the Salon to ensure that due account is taken of the impact of the timing of the Hairdressing Services to be provided by the Hairdresser and any other hairdressers, clients and other parties also working at or visiting the Salon.
- 3.3 This Agreement is mutual and the Hairdresser shall be entitled, at its/his/her own expense, to employ another worker to provide the Hairdressing Services. The Hairdresser shall use reasonable endeavours to provide such a substitute where the provision of the Hairdressing Services may be unduly delayed (and where such delay is due to illness, incapacity or for any other reason).
- 3.4 This Agreement does not create a continuing relationship shall be terminated on the part of the Salon or the Hairdresser to the Hairdresser to the Salon's Clients. The Hairdresser may not solicit the custom of the Salon's Clients. The Hairdresser may not accept any custom from a Salon's Client where no inducement from the Hairdresser is received by the Salon's Client with no inducement from the Hairdresser. The Hairdresser shall not accept any custom from a Salon's Client even where no inducement from the Hairdresser is received by the Salon's Client within a period of <<insert period e.g. 6 months>> from the termination of the Hairdressing Services.
- 3.5 No provision of the Hairdressing Services shall be provided by the Hairdresser to the Salon's Clients. The Hairdresser may not accept any custom from a Salon's Client where no inducement from the Hairdresser is received by the Salon's Client with no inducement from the Hairdresser. The Hairdresser shall not accept any custom from a Salon's Client even where no inducement from the Hairdresser is received by the Salon's Client within a period of <<insert period e.g. 6 months>> from the termination of the Hairdressing Services.

### 4. Self-Employment Status of the Hairdresser

- 4.1 The Hairdresser shall at all times be a self-employed person and shall have the status of a self-employed person for all income tax and national insurance contributions in respect of the consideration payable under this Agreement.
- 4.2 The Hairdresser hereby agrees to indemnify the Salon in respect of any claims that may be made by the Salon in respect of income tax or national insurance contributions, including interest and penalties, in respect of the Hairdressing Services provided by the Hairdresser under this Agreement.
- 4.3 The Hairdresser shall be responsible for the payment of expenses and value added tax.
- 4.4 Nothing in this Agreement shall create any partnership, joint venture or employment relationship between the Hairdresser and the Salon.

### 5. Consideration

- 5.1 The Hairdresser's Clients shall pay the Hairdresser directly for the Hairdressing Services.

- 5.2 The Hairdresser shall pay a fee to the Salon which shall be £<<insert sum>> daily, weekly, monthly>> plus <<insert percentage>> and Fee of £<<insert sum>> <<insert period, e.g. day, week>> Takings for the preceding
- 5.3 For the purposes of this Agreement the Hairdresser's Takings shall not be deemed to include any sum payable to the Hairdresser for performing the Hairdressing Services or any other services of the Salon and without the use of the Salon's Equipment and facilities those services have not been performed in breach of the terms of sub-Clause 3.5.
- 5.4 [For any Hairdressing Services rendered to the Salon's Clients, the Salon shall pay the Hairdresser <<insert percentage>>% of the sum paid to the Salon by the Client at the end of the <<insert period, e.g. day, week, month>> in which those services have been rendered.]
- 5.5 All payments made under this Agreement shall be expressly exclusive of any value added tax chargeable thereon.
- 5.6 Each Party shall keep detailed records of all sums taken and all sums due under this Agreement.
- 6. Hairdresser's Warranties and Indemnities**
- 6.1 The Hairdresser represents and agrees with the Salon as follows:
- 6.1.1 [subject to sub-Clause 6.1.2 the Hairdresser hereby undertakes to indemnify the Salon from and against all claims, demands, costs (including without prejudice the legal costs of the Salon on a client basis), awards, or damages howsoever arising in respect of any breach or non-performance of any of the Hairdresser's undertakings under this Agreement.]
- 6.2 [The total liability of the Hairdresser under this Agreement shall be limited to £<<insert sum>>.]
- 7. Salon's Warranties and Indemnities**
- 7.1 The Salon represents, warrants and agrees with the Hairdresser as follows:
- 7.1.1 [subject to sub-Clause 7.1.2 the Salon hereby undertakes to indemnify the Hairdresser and the Hairdresser's Clients from and against all claims, demands, costs (including without prejudice the legal costs of the Hairdresser on a non-client basis), awards, or damages howsoever arising in respect of any breach or non-performance of any of the Salon's undertakings, warranties or representations under this Agreement.]
- 7.2 [The total liability of the Salon under this Agreement shall be limited to £<<insert sum>>.]

## 8. Termination

- 8.1 Either Party may terminate this Agreement at any time without notice and without giving any reason for termination.
- 8.2 Without prejudice to the general right of termination in 8.1, this Agreement shall terminate, notwithstanding any clause to the contrary, if any of the remedies the Parties may have, in the following circumstances, occurs:
- 8.2.1 either Party fails to perform its obligations under this Agreement and such failure, after written notice, is not remedied within <<insert period>> days of the date of such failure from the other Party; or
- 8.2.2 either Party goes into liquidation – either voluntary or compulsory – save for a reconstruction or arrangement where a receiver is appointed over the whole or any part of the business.
- 8.3 The termination of this Agreement shall be without prejudice to any rights which have already accrued under this Agreement.

## 9. Nature of the Agreement

- 9.1 This Agreement is personal to the Parties and neither Party may assign, mortgage, or charge (other than by way of bona fide corporate reconstruction or arrangement where a receiver is appointed over the whole or any part of the business) [or sub-license] any of its rights hereunder, or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party, such consent not to be unreasonably withheld.
- 9.2 This Agreement contains the entire agreement between the Parties with respect to its subject matter and shall be binding and enforceable except by an instrument in writing signed by the duly authorised signatories of the Parties.
- 9.3 Each Party acknowledges that in entering into this Agreement, it does not rely on any representation, warranty or other term implied by statute or common law except as expressly provided in this Agreement and shall be deemed to have accepted the fullest extent permitted by law.
- 9.4 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of any subsequent breach of the Agreement and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of any other provision.

## 10. Severance

The Parties agree that, in the event any provision of the provisions of this Agreement is found to be unlawful or unenforceable, that / those provisions shall be deemed severed and the remainder of this Agreement shall be enforceable.

## 11. Notices

- 11.1 All notices under this Agreement shall be deemed duly given if signed by, or on behalf of, the Party giving the notice.
- 11.2 Notices shall be deemed to be given to the Party to whom they are addressed by the following methods:
- 11.2.1 when delivered, if delivered by hand or by a messenger (including registered mail) during normal business hours of the recipient; or
  - 11.2.2 when sent, if transmitted by e-mail and a successful transmission report is received; or
  - 11.2.3 on the fifth business day after sending, if mailed by national ordinary mail, postage paid; or
  - 11.2.4 on the tenth business day after sending, if mailed by airmail, postage prepaid.
- In each case notices shall be given to the Party's most recent address, e-mail address, or facsimile number.

## 12. Alternative Dispute Resolution

- 12.1 Any dispute or difference arising out of or in connection with this Agreement or its subject matter shall be referred to a single arbitrator to be appointed by the Parties, or if they cannot agree, then the President of the Law Society of Wales, to have all of the powers conferred upon arbitrators by the Arbitration Act 1996 and the Arbitration (Wales) Act 2015.
- 12.2 The Parties hereby agree that the decision of the arbitrator shall [not] be final and binding on both Parties.

## 13. Law and Jurisdiction

- 13.1 This Agreement (including any amendments thereto) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 13.2 Subject to the provisions of this Agreement, any controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters and obligations arising out of or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement

ed the day and year first

SIGNED by

<<Name and Title of person signing for the  
for and on behalf of <<Hairdresser's Name

In the presence of  
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for the  
for and on behalf of <<Salon's Name>>

In the presence of  
<<Name & Address of Witness>>

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