

DATED _____

(1) <<Therapist>>

(2) <<Salon>>

SELF EMPLOYED BEAUTY THERAPIST'S CONTRACT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Therapist>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Therapist") 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 Therapist is engaged in the business of providing beauty therapy services.
- (2) The Salon provides chairs, equipment, products and sundries to self-employed therapists.
- (3) The Therapist 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:

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

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

“Standard Fee” means the fee payable to the Salon under sub-Clause 2.5 as amended from time to time.

- 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 facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of law, a reference to that statute or provision as amended from time to time;
 - 1.2.3 “this Agreement” is this Agreement and each of the Schedules as amended from time to time;
 - 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) shall mean the Clause or paragraph of the relevant Schedule; and
 - 1.2.6 a “Party” or the “Parties” shall mean the Parties to this Agreement.
- 1.3 The headings used in this Agreement shall be 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 Therapist’s Services

- 2.1 The Therapist shall provide Beauty Therapy Services to the Therapist’s Clients using the Salon’s Equipment.
- 2.2 For the purposes of this Agreement, the Therapist shall be deemed to be providing services to clients when the Therapist is present at the Salon.
- 2.3 The Therapist shall pay to the Salon a fee for the provision of Beauty Therapy Services due under Clause 5 in consideration for its/his/her use of the Salon’s Equipment.
- 2.4 The Therapist shall be responsible for the provision of the Beauty Therapy 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 Beauty Therapy Services shall also do so competently and with reasonable care.
- 2.5 The Therapist [shall use reasonable care to ensure] that the Therapist [intends] to be present in the Salon at the following times and days: <<insert times and days>>. The Standard Fee shall be payable under Clause 5 whether or not the Therapist is present at the Salon in accordance with Clause 2.5.
- 2.6 [The Therapist may, from time to time, choose to] OR [choose to] provide Beauty Therapy Services to Clients and shall be paid for the same in accordance with sub-Clause 2.5.

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5. Consideration

- 5.1 The Therapist's Clients shall pay the Therapist directly for the Beauty Therapy Services.
- 5.2 The Therapist shall pay a fee to the Salon which shall be <<insert sum>> daily, weekly, monthly>> and Fee of £<<insert sum>> plus <<insert percentage>> of the Takings for the preceding <<insert period, e.g. day, week>>.
- 5.3 For the purposes of this Agreement the Therapist's Takings shall not be deemed to include any sum received by the Therapist for performing the Beauty Therapy Services or any other services at the Salon and without using the Salon's Equipment, provided that such services have not been performed in breach of the non-solicitation clause 3.5.
- 5.4 [For any Beauty Therapy Services provided by the Therapist to the Salon's Clients, the Salon shall pay the Therapist <<insert percentage>>% of the sum paid to the Salon by the Clients 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 up-to-date records of all sums taken and all sums due under this Agreement.

6. Therapist's Warranties and Indemnities

- 6.1 The Therapist represents, warrants and agrees with the Salon as follows:
- 6.1.1 [subject to sub-Clause 6.2 the Therapist shall 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 – directly or indirectly – as a result of any breach or non-performance by the Therapist of any of the Therapist's undertakings, warranties or obligations under this Agreement.]
- 6.2 [The total liability of the Therapist 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 Therapist as follows:
- 7.1.1 [subject to sub-Clause 7.2 the Salon shall indemnify the Therapist and keep the Therapist fully indemnified from and against all claims, demands, costs (including without prejudice to the provision the legal costs of the Therapist on a self-employed basis), awards, or damages howsoever arising – directly or indirectly – as a result of any breach or non-performance by the Salon of any of the Salon's undertakings, warranties, or obligations under this Agreement.]

7.2 [The total liability of the S Agreement shall be limited to £<<insert sum>>.]

8. Termination

8.1 Either Party may terminate without giving any reason for time without notice and

8.2 Without prejudice to the general 8.1, this Agreement shall terminate, notwithstanding remedies the Parties may have, in the following circumstances

8.2.1 either Party fails to s and obligations of this Agreement and such remedy, is not remedied within <<insert period>> such failure from the other Party; or

8.2.2 either Party goes into compulsory – either voluntary or reconstruction or arrangement of bona fide corporate whole or any part of the over is appointed over the

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 neither Party may assign, mortgage, or charge (other than by mortgage) [or sub-license] any of its rights hereunder, or otherwise delegate any of its obligations hereunder, except with the 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 except by an instrument in writing signed by the duly authorised representatives 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 except as expressly provided in this Agreement or implied by statute or common law. 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 constitute a waiver of any subsequent right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to constitute 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. The arbitrator shall have all of the powers conferred upon arbitrators by the Arbitration Act 1996 and the Arbitration (Scotland) Act 2010.
- 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 <<Therapist'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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