

DATED _____

(1) <<Technician>>

(2) <<Salon>>

SELF EMPLOYED NAIL TECHNICIAN'S CONTRACT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Technician>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Technician") 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 Technician is engaged in the business of providing nail care services.
- (2) The Salon provides chairs, equipment, products and sundries to self-employed technicians.
- (3) The Technician 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>>;
"Nail Care Services"	means the nail care services to be provided by the Technician to the Technician'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 Technician may [be required] OR [choose] to provide the Nail Care Services;]
"Salon's Equipment"	means <<insert description of the equipment and supplies to be provided by the Salon>> which shall be provided for the Technician's use under this Agreement;
"Standard Fee"	means the sum payable to the Salon under sub-Clause 2.5 as defined in Clause 5;

“Technician’s Clients” means the person or persons to whom the Technician independently provides the Nail Care Services. The Technician shall provide the

“Technician’s Takings” means the fee or fees payable to the Technician from the Technician’s Clients in accordance with the provisions of the Nail Care Services Agreement.

- 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 any means, including facsimile transmission or electronic mail;
 - 1.2.2 a statute or a provision of law, a regulation or a provision as amended or otherwise in force at the relevant time;
 - 1.2.3 “this Agreement” is the Agreement and each of the Schedules as amended or otherwise in force at the relevant time;
 - 1.2.4 a Schedule is a schedule of the relevant Clause of this Agreement or of the relevant Schedule;
 - 1.2.5 a Clause or paragraph (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 the 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 Technician’s Services

- 2.1 The Technician shall provide the Nail Care Services to the Technician’s Clients using the Salon’s Equipment.
- 2.2 For the purposes of this Agreement, the Technician shall be deemed to be providing services to clients.
- 2.3 The Technician shall pay the Standard Fee due under Clause 5 in consideration for its/his/her services.
- 2.4 The Technician shall be responsible for the quality of the Nail Care Services and shall ensure that all work is done with reasonable care and, without limitation, is wholly responsible for the quality of the services. The Technician or one authorised by him/her to perform all or any part of the services shall also do so competently and with reasonable care.
- 2.5 The Technician [shall use reasonable care to ensure that he/she is] OR [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 Technician is present at the Salon in accordance with Clause 2.5.
- 2.6 [The Technician may, from time to time, choose to] OR [choose to] provide the Nail Care Services to its/his/her Clients and shall be paid for the same in accordance with sub-clause 2.5.

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- 5.2 The Technician shall pay a fee to the Salon which shall be £<<insert sum>> daily, weekly, monthly>> plus <<insert percentage>> and Fee of £<<insert sum>> Takings for the preceding <<insert period, e.g. day, week>>
- 5.3 For the purposes of this Agreement the Technician's Takings shall not be deemed to include any sum paid to the Technician for performing the Nail Care Services or any other services at the Salon and without using the Salon's Equipment, provided that the services have not been performed in breach of the non-solicitation clause 3.5.
- 5.4 [For any Nail Care Services performed by the Technician to the Salon's Clients, the Salon shall pay to the Technician <<insert percentage>>% of the sum paid to the Salon by the Client for the <<insert period>> end of the <<insert period>>, e.g. day, week, month>> during which the services have been rendered.]
- 5.5 All payments made under this clause shall be expressly exclusive of any value added tax chargeable on the payments.
- 5.6 Each Party shall keep detailed records of all sums taken and all sums due under this Agreement.
- 6. Technician's Warranties and Indemnities**
- 6.1 The Technician represents, warrants and agrees with the Salon as follows:
- 6.1.1 [subject to sub-Clause 6.2 the Technician shall indemnify the Salon from and against all claims, demands, costs (including without prejudice to the above) of this provision the legal costs of the Salon (on a client basis), awards, or damages howsoever arising in connection with a breach or non-performance of any of the Technician's undertakings under this Agreement.]
- 6.2 [The total liability of the Technician 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 Technician as follows:
- 7.1.1 [subject to sub-Clause 7.2 the Salon shall indemnify the Technician and the Technician's Clients from and against all claims, demands, costs (including without prejudice to the above) of this provision the legal costs of the Technician (on a non-client basis), awards, or damages howsoever arising in connection with a breach or non-performance of any of the Salon's undertakings, warranties or obligations 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 other provisions 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 the purpose of bona fide corporate reconstruction or arrangement or a receiver or administrator is appointed over the whole or any part of the Party's assets;
- 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 a bona fide mortgage charge) [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 on the Parties and except by an instrument in writing signed by the duly authorised signatories of the Parties.
- 9.3 Each Party acknowledges that it enters into this Agreement, it does not rely on any representation, warranty or statement made by the other Party except as expressly provided in this Agreement and shall not be bound by any implied warranties or other terms implied by statute or common law or by any custom or usage in trade to 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 right, and no waiver by either Party of a breach of any provision of this 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, a duly authorised signatory of the Party giving the notice.

notice.

11.2 Notices shall be deemed to

11.2.1 when delivered, if delivered by a messenger (including registered mail) during 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 mailing, if mailed by national ordinary mail, postage paid; or

11.2.4 on the tenth business day after mailing, if mailed by airmail, postage prepaid.

In each case notices shall be sent to the last recent address, e-mail address, or facsimile number of the party.

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 and decided by a single arbitrator to be appointed by the Parties. If the Parties cannot agree on the arbitrator, then the President of the Law Society of Wales shall have all of the powers conferred upon arbitrators by the Arbitration Act 1996.

12.2 The Parties hereby agree that the arbitration shall be final and binding on both Parties.

13. **Law and Jurisdiction**

13.1 This Agreement (including any amendments and variations) 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) 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 <<Technician'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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