DATED

(1) <<Technician>>

(2) <<Salon>>

SELF EMPLOYED NAIL TECHNICIAN'S CONTRACT

THIS AGREEMENT is made the day of

BETWEEN:

- <<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="">>;</insert> |
|----------------------|---|
| "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 and<br="" description="" equipment="" of="" the="">supplies to be provided by the Salon>> which shall be provided for the Technician's use under this Agreement;</insert> |
| "Standard Fee" | means the sum payable to the Salon under sub-Clause 2.5 as defined in Clause 5; |

"Technician's Clients"

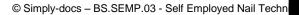
means of the Nail Ca

"**Technician's Takings"** means Techni Service

- 1.2 Unless the context otherwise
 - 1.2.1 "writing", and any c communication effe similar means;
 - 1.2.2 a statute or a provision as amende
 - 1.2.3 "this Agreement" is Schedules as amend
 - 1.2.4 a Schedule is a sche
 - 1.2.5 a Clause or paragra (other than the Sche and
 - 1.2.6 a "Party" or the "Part
- 1.3 The headings used in this A no effect upon the interpreta
- 1.4 Words imparting the singula
- 1.5 References to any gender s

2. The Technician's Services

- 2.1 The Technician shall prov Clients using the Salon's Eq
- 2.2 For the purposes of this A providing services to clients
- 2.3 The Technician shall pay consideration for its/his/her
- 2.4 The Technician shall be res and shall ensure that all wo limitation, is wholly responsi to perform all or any par competently and with reasor
- 2.5 The Technician [shall use re in the Salon at the following days, e.g. 10:00 to 18:00, N be payable under Clause 5 present at the Salon in acco
- 2.6 [The Technician may, from provide the Nail Care Servic same in accordance with su

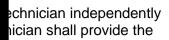












chnician from the vision of the Nail Care

e in this Agreement to:

udes a reference to any acsimile transmission or

ference to that statute or evant time;

eement and each of the ne relevant time;

Clause of this Agreement of the relevant Schedule;

this Agreement.

ience only and shall have

e plural and vice versa. der.

ices to the Technician's

n shall be deemed to be

due under Clause 5 in nent.

of the Nail Care Services sonable care and, without one authorised by him/her rvices shall also do so

DR [intends] to be present days: <<insert times and . The Standard Fee shall or not the Technician is use 2.5.

uired to] **OR** [choose to] and shall be paid for the

3. Nature of the Services

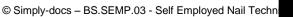
- 3.1 The Technician shall at all Technician's activities and t all times under the Technicia
- 3.2 The Technician shall at all what order the Nail Care Salon to ensure that due a Nail Care Services to be pe other technicians, clients an Salon.
- 3.3 This Agreement is mutually at its/his/her own expense, requisite skills and experie Technician shall use rease where the provision of the cannot reasonably be rearra any other reason.
- 3.4 This Agreement does not Salon or the Technician to continuing relationship shall
- 3.5 No provision of the Nail Car shall render those clients the solicit the custom of the Sa Salon's Client where such inducement from the Techn Salon's Client even where s inducement from the Tec months>> from the terminat

4. Self-Employment Status of the Te

- 4.1 The Technician shall at all ti self-employed person and s insurance contributions or consideration payable under
- 4.2 The Technician hereby agre that may be made by the r income tax or national insur including interest and penal the Technician under this Ac
- 4.3 The Technician shall be res tax.
- 4.4 Nothing in this Agreement venture or employment relat

5. Consideration

The Technician's Clients st 5.1 Services.













tutes or employees are at nd control.

and shall liaise with the hpact of the timing of the ties of the Salon and any b working at or visiting the

chnician shall be entitled. v another worker with the ail Care Services. The rovide such a substitute be unduly delayed (and o illness, incapacity or for

ations on the part of the ther engagement and no blied.

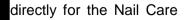
cian to the Salon's Clients The Technician may not ccept any custom from a e Salon's Client with no accept any custom from a the Salon's Client with no <<insert period e.g. 6

shall have the status of a Il income tax and national utions in respect of the

n in respect of any claims st the Salon in respect of ilar taxes or contributions, Care Services provided by

xpenses and value added

ate any partnership, joint rties.



and self-employed. The

br organising how and in

- 5.2 The Technician shall pay a fee to the Salon which shall plus <<insert percentage>> <<insert period, e.g. day, we
- 5.3 For the purposes of this A deemed to include any sum Care Services or any other s Salon's Equipment, provid breach of the non-solicitation
- 5.4 [For any Nail Care Services the Salon shall pay to the Te to the Salon by the Client fo e.g. day, week, month>> du
- 5.5 All payments made under the value added tax chargeable
- 5.6 Each Party shall keep deta taken and all sums due unde

6. Technician's Warranties and Inde

- 6.1 The Technician represents, as follows:
 - 6.1.1 [subject to sub-Cla indemnify the Salon from and against a (including without pr costs of the Salon damages howsoever breach or non-per Technician's under Agreement.
- 6.2 [The total liability of the Te £<<insert sum>>.]

7. Salon's Warranties and Indemnit

- 7.1 The Salon represents, warr as follows:
 - 7.1.1 [subject to sub-Clau the Technician and from and against a (including without pr costs of the Technic damages howsoever breach or non-perf undertakings, warrar
- 7.2 [The total liability of the £<<insert sum>>.]







nd agrees with the Salon

daily, weekly, monthly>>

d Fee of £<<insert sum>> Takings for the preceding

n's Takings shall not be

an for performing the Nail alon and without using the

not been performed in

ian to the Salon's Clients, tage>>% of the sum paid

nd of the <<insert period,

xpressly exclusive of any

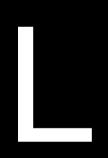
-date records of all sums

have been rendered.

ause 3.5.

n hereby undertakes to all times fully indemnified claims, demands, costs of this provision the legal client basis), awards, or rectly – as a result of any hnician of any of the obligations under this

ement shall be limited to



grees with the Technician

 undertakes to indemnify all times fully indemnified claims, demands, costs of this provision the legal n-client basis), awards, or rectly – as a result of any of any of the Salon's this Agreement.

ment shall be limited to

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8. Termination

- 8.1 Either Party may terminate without giving any reason fo
- 8.2 Without prejudice to the get terminate, notwithstanding have, in the following circum
 - 8.2.1 either Party fails to Agreement and suc within <<insert perio Party; or
 - 8.2.2 either Party goes in compulsory – sav reconstruction or am whole or any part of t
- 8.3 The termination of this Ag which have already accrued

9. Nature of the Agreement

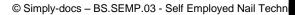
- 9.1 This Agreement is personal mortgage, or charge (other of its rights hereunder, or obligations hereunder, exce consent not to be unreasonal
- 9.2 This Agreement contains respect to its subject matter in writing signed by the duly
- 9.3 Each Party acknowledges the on any representation, wa provided in this Agreemen implied by statute or common by law.
- 9.4 No failure or delay by eithe Agreement shall be deeme either Party of a breach of a be a waiver of any subseque

10. Severance

The Parties agree that, in the e Agreement is found to be unlawfu provisions shall be deemed sever remainder of this Agreement shall b

11. Notices

11.1 All notices under this Agree if signed by, or on behalf o













time without notice and

8.1, this Agreement shall medies the Parties may

s and obligations of this remedy, is not remedied uch failure from the other

tion – either voluntary or of bona fide corporate ver is appointed over the

It prejudice to any rights nder this Agreement.

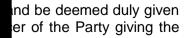
either Party may assign, arge) [or sub-license] any vise delegate any of its nt of the other Party, such

etween the Parties with d except by an instrument es of the Parties.

greement, it does not rely on except as expressly arranties or other terms ne fullest extent permitted

hy of its rights under this t right, and no waiver by ement shall be deemed to r any other provision.

of the provisions of this nenforceable, that / those of this Agreement. The



notice.

- 11.2 Notices shall be deemed to
 - 11.2.1 when delivered, if d registered mail) durir
 - 11.2.2 when sent, if trans transmission report of
 - 11.2.3 on the fifth busine ordinary mail, postag
 - 11.2.4 on the tenth busine postage prepaid.

In each case notices shall address, or facsimile numbe

12. Alternative Dispute Resolution

- 12.1 Any dispute or difference Agreement or its subject m agreed upon by the Parties then President of the Law conferred upon arbitrators b
- 12.2 The Parties hereby agree th and binding on both Parties.

13. Law and Jurisdiction

- 13.1 This Agreement (including a therefrom or associated th accordance with, the laws or
- 13.2 Subject to the provisions of or claim between the Partie contractual matters and obli shall fall within the jurisdiction



her messenger (including of the recipient; or

e-mail and a successful ted; or

g, if mailed by national

ng, if mailed by airmail,

st recent address, e-mail ty.



Parties relating to this a single arbitrator to be nt, to be appointed by the to have all of the powers d Wales.

bitrator shall [not] be final



ers and obligations arising red by, and construed in

controversy, proceedings ment (including any nonn or associated therewith) d and Wales.

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IN WITNESS WHEREOF this Agreement before written

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>>



ed the day and year first