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SELF EMPLOYED NAIL TECH

TAL) CONTRACT (OWN AND

**THIS AGREEMENT** is made the  
**BETWEEN:**

- (1) <<Name of Nail Technician>> (“the Technician”) and
- (2) <<Name of owner (sole proprietor or company) of the Salon business>> [a company registered in <<Country of origin>> with company registration number <<Company Registration Number>> whose registered office is at <<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 following meanings:

“**Nail Care Services**” means the services to be provided by the Technician (as a self-employed person) to the Technician’s Clients (as defined by this Agreement), to a

“**Business Day**” means any day (other than Saturday or Sunday) on which the Salon is open for their full range of services at <<Insert location>>;

“**Fees**” means the Fees payable to the Salon under sub-Clause

“**Salon’s Business Hours**” means the days and days of the week when Salon is open for its clients>> excluding public

“**Salon’s Client**” means any person who on any occasion contacts and books to whom it then provides Nail Care

“**Salon’s Equipment and Resources**” means the equipment and other things which shall be made available for use by the Technician under this Agreement in accordance with the Technician paying the Fees;

“**Technician’s Client**” means any person who contacts and books directly with the Technician who the Technician chooses to provide services to independently at the Salon’s

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“Technician’s Takings”

er sums received directly from the  
the Technician for the provision  
es in the Salon;

“VAT”

; and

“Worker”

self-employed or employed by the  
e skill and experience, engaged  
ovide the Nail Care Services on  
n.

1.2 Unless the context of

reference in this Agreement to:

1.2.1 “writing”, an  
electronic co

ion includes a reference to any

1.2.2 a statute or  
provision as

e is a reference to that statute or  
at the relevant time;

1.2.3 “this Agree  
Schedules a

this Agreement and each of the  
nted at the relevant time;

1.2.4 a Schedule i

ement;

1.2.5 a Clause or  
(other than  
and

ce to a Clause of this Agreement  
agraph of the relevant Schedule;

1.2.6 a "Party" or t

parties to this Agreement.

1.3 The headings used  
no effect upon the i

r convenience only and shall have  
ement.

1.4 Words imparting the

clude the plural and vice versa.

1.5 References to any g

other gender.

2. **Technician’s Use of Salo**

**ources**

2.1 For the period of thi

Salon’s Business Hours:

2.1.1 the Salon pe  
the Techni  
use the Salo

provide the Nail Care Services to  
s Clients and for that purpose to  
ources;

2.1.2 the Techni  
of such Salo  
Technician,

exclusive basis so that when any  
ources are not being used by the  
use it; and

2.1.3 the Salon n  
Technician t  
premises.

nd from time to time require the  
le nail care chair within the Salon

2.2 Except for the Salo  
Salon, and any p  
Technician, the Tec  
products and mater  
the Salon’s premise

ources to be made available by the  
es that the Salon sells to the  
nail care equipment, treatments,  
nician to carry on their business at

2.3 The Technician sh  
Technician.

ble supplies by the Salon to the

3. **Nail Care Services**

3.1 The Technician wa

undertakes to the Salon (in the

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interest of not adverse  
and any Worker(s)  
Nail Care Services shall  
whether the Technician  
Services, the Technician  
Nail Care Services  
out competently and

's reputation) that the Technician  
ician to carry out any of the Nail  
and experience to do so, and that,  
carries out all or any of the Nail Care  
responsible for the quality of such  
Nail Care Services will be carried

3.2 The Technician may  
intends to be present  
Salon at the following  
e.g. 10:00 to 18:00,  
not be obliged to be  
either all or any of  
minimum period(s)  
payable irrespective  
period/s that the Te

of the Salon's Business Hours but  
Worker is usually present in the  
g days: <<insert times and days,  
>>. However, the Technician shall  
the presence of a Worker at or on  
t or on any other times or for any  
der Clause 6 shall be due and  
en or the length of time in any  
present at the Salon.

3.3 The Technician in  
substitute any Work  
Care Services prov  
business or adverse  
requisite skills an  
endeavours to cons  
in any case but is n  
by the Salon about  
entitled to object to  
Technician) if in th  
skills or experience.

n on one or more occasions may  
another Worker to provide the Nail  
of not disrupting the Salon's own  
on, the Worker concerned has the  
Technician will use reasonable  
ehand about any such substitution  
Salon or to accede to any request  
Worker. The Salon shall only be  
(whether or not consulted by the  
pinion that Worker lacks requisite

3.4 Where a client is a  
only.

nt's payment shall be to the Salon

3.5 Except where a client  
shall be paid direct  
shall be deemed to  
Salon, and that client  
contractual relations

of "Salon's Client", the Technician  
Nail Care Services, the Technician  
es directly to that client not to the  
the Technician's Client in a direct

3.6 Each Party shall take  
ensure that the arrangements  
each client.

necessary in any circumstances to  
b-Clauses 3.4 and 3.5 are clear to

3.7 Any complaints or  
dealt with by the Te

's Clients shall be directed to and

3.8 The Technician may  
price list may (in the  
from any Salon price  
own price and shall

st for Technician's Clients and that  
) differ in any amount or respect  
y identifiable as the Technician's  
e place at the Salon.

3.9 The Technician shall  
which documents must  
Act 2006.

their business and the address at  
n accordance with the Companies

3.10 The Technician shall  
cover requirements  
Salon's Equipment  
liability in relation to

ranging all of their own insurance  
ublic liability, loss or damage to  
y the Technician, and employer's  
ant.

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4. **Competition**

4.1 The Technician may not, during or before the term of this Agreement, solicit or accept the custom of a client of the Salon's Client on any previous occasion, except as permitted by sub-Clause 4.2.

4.2 The Technician may, during the term of this Agreement, accept the custom of a Salon's Client on any previous occasion, without having booked the Salon's Client at the Salon, that Salon's Client is booked at the Salon, and the Technician chooses to accept a booking for the Salon's Client and provide the Nail Care Services to that Salon's Client as the Salon's subcontractor on that occasion.

4.3 [For a period of << [number of months]>> from the termination of this Agreement the Technician may not solicit or accept the custom of a Salon's Client].

4.4 During the period of << [number of months]>> thereafter, the Technician may not compete for any new Salon's Client, and the Salon may not compete for any new Salon's Technician Client.

4.5 The arrangements under this Agreement are mutually exclusive. The Salon and the Technician under this Agreement are mutually exclusive. It is to say that, subject to the other provisions of this Agreement, the Salon and any Worker can at any time provide to other salons and any Worker which are the same as or similar to the Nail Care Services, and the Technician can at any time arrange with others (whether self-employed or employees of the Salon) to provide Nail Care Services or to clients which are the same as or similar to the Nail Care Services.

4.6 If the Technician works for the Salon, the Salon agrees that the Technician may purchase from the Salon for the Technician to purchase from the Salon (and to) do so in any instance. The Technician may in any instance purchase those or any other products or consumables from the Salon, and the Salon may sell any product range to any Salon's Client.

5. **Self-Employment etc**

5.1 The Technician shall be a self-employed independent contractor and shall have the status of a self-employed contractor.

5.2 The Technician shall be responsible for:

5.2.1 all of their expenses

5.2.2 all income tax, national insurance contributions or similar taxes or contributions payable to the Technician by the Salon under or in relation to this Agreement.

5.3 The Technician hereby releases the Salon in respect of any claims that may be made against the Salon in respect of income tax or national insurance contributions or similar taxes or contributions, including interest and penalties, arising from the Nail Care Services provided by the Technician (or any Worker) under or in relation to this Agreement.

5.4 Neither Party shall be liable for the decisions of the other Party in respect of the working methods of the Salon's Client or the Salon's Technician Client, or for the use of any Workers engaged by the Salon.

of this Agreement solicit or accept the custom of a client of the Salon's Client on any previous occasion, except as permitted by sub-Clause 4.2.

During the term of this Agreement, the Technician may accept the custom of a Salon's Client on any previous occasion, without having booked the Salon's Client at the Salon, that Salon's Client is booked at the Salon, and the Technician chooses to accept a booking for the Salon's Client and provide the Nail Care Services to that Salon's Client as the Salon's subcontractor on that occasion.

[For a period of << [number of months]>> from the termination of this Agreement the Technician may not solicit or accept the custom of a Salon's Client].

During the period of << [number of months]>> thereafter, the Technician may not compete for any new Salon's Client, and the Salon may not compete for any new Salon's Technician Client.

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Neither Party shall be liable for the decisions of the other Party in respect of the working methods of the Salon's Client or the Salon's Technician Client, or for the use of any Workers engaged by the Salon.

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Technician shall at all times supervise, direct and control the Technician's Nail Care Services nor shall the

for the Technician to determine, shall not seek to supervise, direct or control the provision of the Nail Care Services nor shall he or she do so.

5.5 Each Party shall in any event retain full control and authority over its business affairs, and enjoy its

business have ultimate command and control and be responsible for its finances and taxation and other legal obligations.

6. **Consideration**

6.1 The Technician shall provide the Services for the use of the Salon

in return for the sums payable to the Salon, in consideration of the Salon's Resources.

6.2 The Technician shall provide the Services weekly, monthly>> [a flat rate fee of £<<insert sum>>] [plus] [which shall be a percentage>>% of the

at <<insert frequency, e.g. daily, weekly, monthly>> [a flat rate fee of £<<insert sum>>] [plus] [which shall be a fee amount equal to <<insert percentage>>% of the

6.3 [For the purposes of this Agreement shall be deemed to include the Technician performing the Nail Care Services or for performing the Services using the Salon's Resources, provided that the Technician meets the requirements of sub

Technician's Takings shall not be deemed to include the Technician (or any Worker) for performing the Services (other than the Nail Care Services) outside of the Salon using the Salon's Equipment and Resources if it has not been performed in breach of the

6.4 Where, pursuant to this Agreement, the Technician provides any Nail Care Services to the Salon, the Technician and the Salon shall agree that the Technician shall receive an amount equal to <<insert percentage>>% of the sums paid to the Salon's Client for the Services rendered on a daily, week, month

Technician (or any Worker) chooses to provide any Nail Care Services to the Salon's Client referred to them by the Technician as a subcontractor to the Salon on that occasion, the Technician shall receive for such subcontract services an amount equal to <<insert percentage>>% of the sums paid to the Salon by the Salon's Client at the end of the <<insert period, e.g. daily, weekly, monthly>> Nail Care Services have been

6.5 All sums payable by the Salon under this Agreement shall be exclusive of any VAT that may be charged

under this Agreement are exclusive of any VAT that may be charged

6.6 Each Party shall keep accurate and up-to-date accounting records relating to its business and shall make such records available for inspection by the other Party on reasonable notice. If the Party provides evidence that the Technician as subcontractor has provided the Services to the other Party

and up-to-date accounting records relating to its business and shall make such records available for inspection by the other Party on reasonable notice. If the Party provides evidence that the Technician as subcontractor has provided the Services to the other Party, the Party shall provide a copy of such records to the other Party complete according to this Agreement.

6.7 The Salon shall not be liable for the actions of any Worker in respect of the Nail Care Services.

any Worker in respect of the Nail Care Services.

6.8 Any sums which remain due and payable by the Salon shall incur interest at the rate of <<insert percentage>>% per annum above the base lending rate of <<insert percentage>>% 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 of the sum is made.

due date for payment shall incur interest at the rate of <<insert percentage>>% per annum above the base lending rate of <<insert percentage>>% 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 of the sum is made.

7. **Technician's and Salon's**

7.1 Subject to Clause 8, the Technician shall indemnify the Salon and keep the Salon

indemnifies the Salon and undertakes to indemnify the Salon and keep the Salon indemnified from and against all actions,

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proceedings, claim  
generality of this pr  
client basis), award  
as a result of any b  
Technician's undert  
as a result of the T  
provide Nail Care S

cluding without prejudice to the  
the Salon on a solicitor and own-  
er arising – directly or indirectly –  
ce by the Technician of any of the  
bligations under this Agreement or  
their right under sub-Clause 2.1 to

7.2 Subject to Clause 8  
and keep the Tech  
actions, proceeding  
the generality of thi  
and own-client bas  
indirectly – as a res  
of the Salon's unde

rtakes to indemnify the Technician  
indemnified from and against all  
sts (including without prejudice to  
ts of the Technician on a solicitor  
s howsoever arising – directly or  
-performance by the Salon of any  
nder this Agreement.

8. **Liability**

8.1 This Clause 8 limits  
Party to the other:

the entire financial liability of each

8.1.1 for any breac

d

8.1.2 under the in

en by each Party to the other; and

8.1.3 for any repre  
but not limite  
of or in conn

tortious act or omission (including,  
each of statutory duty) arising out  
nt.

8.2 Subject to sub-Cla  
contract, tort (includ  
or misrepresentation  
that may be suffere  
this Agreement.

ll be liable to the other, whether in  
on, or for breach of statutory duty  
t or consequential damage or loss  
arises out of or in connection with

8.3 Nothing in this Agre  
fraud or fraudulent r  
death or personal in

ility of either Party to the other for  
iberate or wilful misconduct, or for

8.4 Subject to Clause 8  
contract, tort (includ  
misrepresentation  
Agreement for any  
omissions or event  
first of which begins  
as is equal to <<in  
payable to the Salo  
period concerned o

ach Party to the other (whether in  
on, for breach of statutory duty or  
ut of or in connection with this  
event (or series of connected acts,  
ceeding twelve month period (the  
reement) shall be either such sum  
<<0%>> of the total amount paid or  
er Clause 6.2 in the twelve month  
ever is the greater sum.

8.5 Each indemnity set

ly only if the indemnified Party:

8.5.1 notifies the  
aware of any

mediately in writing upon becoming  
, claim, demand or costs;

8.5.2 makes no a  
Party's prior

ements without the indemnifying

8.5.3 makes all re  
request;

ole to the indemnifying Party upon

8.5.4 provides all  
request; and

to the indemnifying Party upon

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8.5.5 allows the complete control over any relevant litigation and

8.6 [Without prejudice to Clause 9, if as a result of the Salon it is for any purpose to keep the Salon open for its consequent use of Resources to the Technician under sub-Clause 8.5.5 payable (i.e. not a liability for each sum) account of the period available to the Technician cause.]

8.7 The limitations and remedies 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 (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 but not having to give any reason for such termination.

9.3 Without prejudice to Clause 9.1, this Agreement shall terminate, notwithstanding any notice given, if either Party has, in the following circumstances, failed to comply with the terms and obligations of this Agreement:

9.3.1 either Party has failed to comply with the terms and obligations of this Agreement within <<insert period>> days of the date of notice of such failure from the other Party; or

9.3.2 either Party has become insolvent or is in liquidation – either voluntary or compulsory or by the orders of a receiver or a receiver is appointed over the whole or any part of its assets.

9.4 The termination of this Agreement shall be without prejudice to any rights or remedies which have already accrued to either Party under this Agreement.

10. **Data Protection etc**

10.1 In this Clause, "Data Protection Legislation" means all legislation in force from time to time in the jurisdiction of either Party relating to data protection and privacy including, but not limited to, the Data Protection Act 2018 (and any amendments thereto) and the Privacy and Electronic Communications Regulations 2003 (and any amendments thereto).

10.2 All personal data that either Party collects, processes, and handles in connection with the performance of its obligations under this Agreement, the right to privacy and data protection Legislation of the other Party ("Other Party"), and any other applicable data protection Legislation of Third Parties ("Third Parties") shall be collected, processed, stored, and handled in connection with the performance of its obligations to its Clients, Technician's Clients or Salon's Clients).

10.3 For complete details of the data protection policies, collection, processing, storage, and handling of personal data, please refer to the relevant data protection policies.

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retention of personal data is used for the purposes of the First Party's and Third Party's sharing (where applicable) of the First Party. E [has been provided]

limited to, the purpose(s) for which it is used for using it, details of the Other Party's exercise them, and personal data should refer to the Privacy Notice [is available from it on request] [include].

10.4 Neither Party may disclose any information of or rely on any information at all material times the Technician's Client:

otherwise make or keep any personal information of or rely on any information of or other Party. In order to ensure that a person is a Salon's Client or a

10.4.1 the names, including the address, in writing by the Technician's property and and for at least

details of Technician's Clients, and times, shall be recorded in writing in the records shall be the Technician's records throughout the period of this Agreement termination; and

10.4.2 the same details shall be recorded in writing by the Salon and the Technician by it through

shall be recorded in writing by the Salon's property and maintained in accordance with the Agreement.

11. Nature of the Agreement

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11.1 Without prejudice to the terms of this Agreement between the Salon and the Technician, this Agreement does not constitute an offer to the other Party to use the arrangement facilities

each Party and the arrangements expressly set out in this Agreement, and no action on the part of either Party to provide services or any further contract,

11.2 No continuing relationship is implied by this Agreement.

or implied by this Agreement.

11.3 Neither Party shall be liable to 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 subject to mortgage, or charge, or its rights hereunder or obligations hereunder without the 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 modified or varied in writing signed by the Parties

Agreement between the Parties with the exception of being modified except by an instrument in writing signed by the authorised representatives.

11.6 Each Party acknowledges that it does not rely on any representation made by or on behalf of the other Party except as expressly stated in this Agreement and warranties are not intended

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

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

in exercising any of their rights under this Agreement or of that right, and no waiver by either Party of this Agreement shall be deemed to be a waiver of any right or remedy same or any other provision.

11.8 Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, or any other relationship between the Parties or an employment relationship between any Worker and either the Salon or Technician

and to create any partnership, joint venture, agency, or any other relationship between the Parties or an employment relationship between any Worker and either the Salon or Technician

11.9 The Parties do not intend for any part of it to be enforceable

for any part of it to be enforceable

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under or by virtue of this Agreement or any person who is not a

of third Parties) Act 1999 by any

12. **Severance**

The Parties agree that, if any provision of this Agreement is found to be unenforceable, the remaining provisions shall be deemed enforceable. The remainder of this Agreement shall remain enforceable.

or more of the provisions of this Agreement are otherwise unenforceable, that / those provisions shall be deemed enforceable. 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 officer of that Party.

writing and be deemed duly given if signed by the Party or their authorised officer of that Party.

13.2 Notices shall be deemed to have been given:

given:

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

ier or other messenger (including a courier) during business hours of the recipient; or

13.2.2 when sent, in the case of registered mail, and a return receipt is generated; or

and a return receipt is generated; or

13.2.3 on the fifth business day after posting by ordinary mail.

g mailing, if mailed by national business day.

In each case, notices shall be deemed to have been given to the most recent address or e-mail address of the Party.

sed to the most recent address or e-mail address of the Party.

14. **Law and Jurisdiction**

14.1 This Agreement (including any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters)) shall fall within the jurisdiction of the courts of England and Wales.

ual matters and obligations arising out of or in connection with this Agreement (including any non-contractual matters)) shall fall within the jurisdiction of the courts of England and Wales.

14.2 Each Party irrevocably and exclusively agrees that any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters)) shall fall within the jurisdiction of the courts of England and Wales.

pute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters)) shall fall within the jurisdiction of the courts of England and Wales.

<<insert list of items of equipment to be provided by the Salon, e.g. chair, table, mirror, toilet/kitchen facilities>>

Technician. e.g. suitable nail care

<<insert list of materials to be made available to the Technician to use>>

to use>>

<<insert list of services to be provided by the Technician, e.g. reception, and waiting areas, heat, lighting, hot and cold water, towels, glass cleaning, waste disposal, use of Salon staff, tea/coffee for clients>>

ception, and waiting areas, heat, lighting, hot and cold water, towels, glass cleaning, waste disposal, use of Salon staff, tea/coffee for clients>>

[<<insert Salon's completed Privacy Policy>>]

[<<insert Technician's completed Privacy Policy>>]

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**IN WITNESS WHEREOF** this Agreement  
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 be signed for and on behalf of <<Sole Trader Name>>]

**OR**

[SIGNED by

.....

<<insert full name of a director of the Company>>  
Director  
for and on behalf of  
<<Full company name of the Salon>>

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