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INDEPENDENT(COMPANY) BEA

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

- (1) <<Name of Beauty Therapy Business>> registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<insert Address>> ("the Therapist")
- (2) <<Name of owner (company or individual)>> of the <<salon business>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<insert Address>> ("the Salon")]

**WHEREAS:**

- (A) At all material times the Therapist has been engaged in the business of providing beauty therapy services.
- (B) The Salon, in addition to providing beauty therapy services to its own clients at its premises, provides use of its premises, equipment and resources at those premises to independent beauty therapists.
- (C) The Therapist wishes to provide beauty therapy services to its clients at the Salon using a Salon chair and other equipment and resources on 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 meanings set out below:

**"Beauty Therapy Services"**

Beauty Therapy Services to be provided by the Therapist or any Worker(s) to the Therapist's clients as permitted by this Agreement,

**"Business Day"**

any day other than Saturday or Sunday) on which the Salon is open for their full range of services at <<insert location>>;

**"Fees"**

the Fees payable to the Salon under sub-Clause

**"Principal Therapist"**

the name of individual>>;

**"Salon's Business Hours"**

the days and days of the week when Salon is open for its clients>> excluding public holidays

**"Salon's Client"**

any person who on any occasion contacts and books an appointment with the Salon to whom it then provides Beauty Therapy Services

**"Salon's Equipment and Resources"**

all equipment and other things which shall be made available for use by the Therapist under this Agreement in connection with the Therapist paying the Fees;

**“Therapist’s Client”**

**“Therapist’s Takings”**

**“VAT”**

**“Worker”**

1.2 Unless the context of

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## 2. **Therapist’s Use of Salon’s**

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## **Resources**

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- 2.3 The Therapist shall ensure that all necessary supplies by the Salon to the Therapist.
3. **Beauty Therapy Services**
- 3.1 The Therapist warrants that he/she/it undertakes to the Salon (in the interest of not adversely affecting the Salon's reputation) that any Worker(s) engaged by the Therapist for the provision of the Beauty Therapy Services shall have the requisite skills and experience to do so, and that the Therapist shall be wholly responsible for the provision of such Beauty Therapy Services, and that all Beauty Therapy Services will be carried out competently and with due regard to the safety of the client.
- 3.2 The Therapist may, at the discretion of the Salon, be required to be present during any of the Salon's Business Hours. The Therapist intends to arrange that a Worker will usually be present during the following times on the following days: <<insert times and days>>. However, the Therapist shall be obliged to ensure the presence of a Worker at or on either of the following times or days or at or on any other times or days as may be agreed in writing. Fees payable under Clause 6 shall be payable for the Worker's services on the days/days when or the length of time specified in the agreement with the Salon.
- 3.3 The Therapist in his/her sole discretion shall have the exclusive right to determine whether the Principal Therapist to carry out Beauty Therapy Services shall be the Therapist or a Worker on any particular occasion or whether instead to engage a Worker, provided that in either case the Worker concerned shall have the requisite skills and experience. The Therapist will be obliged to consult the Salon before making any such decision and shall be obliged to consult the Salon or to engage the Principal Therapist or any other Worker. The Therapist shall be entitled to object to any Worker (whether or not contracted to the Salon) if in its reasonable opinion that the Worker is not suitable for the provision of Beauty Therapy Services on the basis of his/her skills and experience.
- 3.4 Where a client is a Worker of the Salon, the Worker's payment shall be to the Salon only.
- 3.5 Except where a client is a Worker of the Salon, the Therapist shall be paid directly by the client for the provision of Beauty Therapy Services, the Therapist shall be obliged to ensure that the client's services directly to that client not be the Therapist's Client in a direct contractual relationship with the Therapist.
- 3.6 Each Party shall take all necessary steps to ensure that the arrangements set out in sub-Clauses 3.4 and 3.5 are clear to the client.
- 3.7 Any complaints or queries from the Salon's Clients shall be directed to and dealt with by the Therapist.
- 3.8 The Therapist may, at the discretion of the Salon, be required to provide a list of the Therapist's Clients and that price list may (in the Therapist's discretion) be included in any amount or respect from any Salon price list. It may be included in the Salon price list as the Therapist's own price and shall be displayed in the Salon.
- 3.9 The Therapist shall ensure that the Salon's name is included in any name in accordance with the Companies Act 2006.
- 3.10 The Therapist shall ensure that the Salon is carrying all of its own insurance cover

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#### 4. Competition

4.1 The Therapist may  
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4.2 The Therapist may  
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#### 5. Status of the Therapist et

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es against the Salon in respect of  
ns or similar taxes or contributions,  
to the Beauty Therapy Services  
her Worker.

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5.4 Neither Party shall make any decisions of the day to day running of the business, activities and working hours, times be exclusively for the Therapist and its Workers shall at all times be exclusively for the Salon, to determine, supervise, direct and control the business. The Therapist or any Worker shall not supervise, direct or control the business of the Beauty Therapy Services nor shall the Salon have ultimate command and authority over the business.

5.5 Each Party shall in its own right have ultimate command and authority over the business and be responsible for its finances and taxation affairs, and enjoy its own profits and losses.

## 6. Consideration

6.1 The Therapist shall provide the Beauty Therapy Services to the Salon, in consideration for the use of the Salon's Equipment and Resources.

6.2 The Therapist shall provide the Beauty Therapy Services to the Salon at an agreed frequency, e.g. daily, weekly, monthly>> intervals of <<insert period, e.g. day, week, month>> the fee shall be <<insert sum>>] [plus] [which shall be a fee amount equal to <<insert percentage>>% of the fee for a fee of £<<insert sum>>].

6.3 [For the purposes of this Agreement the Beauty Therapy Services shall not be deemed to include any services performed by the Therapist for performing the Beauty Therapy Services (as defined in the Agreement) outside of the Salon or for the use of the Salon's Equipment and Resources, if such services are performed in breach of the requirements of sub-clause 6.2.

6.4 Where, pursuant to this Agreement, the Therapist chooses to provide any Beauty Therapy Services referred to them by the Salon, the Therapist will act as an independent contractor and the Salon shall pay to the Therapist for subcontract services an amount equal to <<insert percentage>> of the fee paid to the Salon by the Salon's Client for the Beauty Therapy Services rendered at the end of the <<insert period, e.g. day, week, month>>.

6.5 All sums payable by the Salon pursuant to this Agreement are exclusive of any VAT that may be charged.

6.6 Each Party shall keep up-to-date accounting records relating to its business and shall make the same available for inspection by the other Party on reasonable request. The Party shall provide evidence that the sums paid which are payable to the Therapist as subcontract services are paid or payable by either Party to the other Party in full and complete according to this Agreement.

6.7 The Salon shall not employ any Worker in respect of the Beauty Therapy Services.

6.8 Any sums which remain due after the due date for payment shall incur interest at the rate of <<insert percentage>>% per annum above the base lending rate of <<insert percentage>>% at the time to time. Interest shall accrue on a daily basis from the due date until the actual date of payment of the overdue sum or until judgment. Any interest due shall be payable when payment of the overdue sum is made.

7. **Therapist's and Salon's Indemnification**

7.1 Subject to Clause 8 and keep the Salon indemnified from and against all actions, proceedings, claims and costs (including without prejudice to the generality of this provision on a solicitor and own-client basis), awarded as a result of any breach by the Therapist of any of the Therapist's undertakings under this Agreement or as a result of the Salon's failure to provide Beauty Therapies in accordance with the Agreement.

7.2 Subject to Clause 8 and keep the Therapist indemnified from and against all actions, proceedings, claims and costs (including without prejudice to the generality of this provision on a solicitor and own-client basis), awarded as a result of any breach by the Salon of any of the Salon's undertakings under this Agreement.

8. **Liability**

8.1 This Clause 8 limits the liability of each Party to the other:

8.1.1 for any breach of contract;

8.1.2 under the independent liability of each Party to the other; and

8.1.3 for any representation or tortious act or omission (including, but not limited to, breach of each of statutory duty) arising out of or in connection with the performance of the services.

8.2 Subject to sub-Clause 8.1, each Party shall be liable to the other, whether in contract, tort (including negligence, nuisance or misrepresentation) or for breach of statutory duty or consequential damage or loss that may be suffered by the other in connection with this Agreement.

8.3 Nothing in this Agreement shall limit the liability of either Party to the other for fraud or fraudulent misrepresentation, death or personal injury.

8.4 Subject to Clause 8.1, each Party shall be liable to the other (whether in contract, tort (including negligence, nuisance or misrepresentation) or for breach of statutory duty or consequential damage or loss) arising out of or in connection with this Agreement for any breach of contract, tort (including negligence, nuisance or misrepresentation) or for breach of statutory duty or consequential damage or loss that may be suffered by the other in connection with this Agreement for any breach of contract, tort (including negligence, nuisance or misrepresentation) or for breach of statutory duty or consequential damage or loss that may be suffered by the other in connection with this Agreement.

8.5 Each indemnity set out in Clauses 7.1 and 7.2 shall only be enforceable if the indemnified Party:

8.5.1 notifies the indemnifying Party immediately in writing upon becoming aware of any breach of contract, tort (including negligence, nuisance or misrepresentation) or for breach of statutory duty or consequential damage or loss that may be suffered by the other in connection with this Agreement;

8.5.2 makes no admission of liability without the indemnifying Party's prior written consent.

undertakes to indemnify the Salon indemnified from and against all actions, proceedings, claims and costs (including without prejudice to the generality of this provision on a solicitor and own-client basis), awarded as a result of any breach by the Therapist of any of the Therapist's undertakings under this Agreement or as a result of the Salon's failure to provide Beauty Therapies in accordance with the Agreement.

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the entire financial liability of each Party to the other:

for any breach of contract;

under the independent liability of each Party to the other; and

for any representation or tortious act or omission (including, but not limited to, breach of each of statutory duty) arising out of or in connection with the performance of the services.

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8.5.2 makes no admission of liability without the indemnifying Party's prior written consent.

- 8.5.3 makes all request;
- 8.5.4 provides all request; and
- 8.5.5 allows the litigation and
- 8.6 [Without prejudice to Clause 9, if as a result of the Salon it is for any period that the Salon is unable to keep the Salon open for its consequent loss of Resources to the Therapist, the sub-Clause 6.2 Fee shall not be a percentage of the sum shall be reduced when the Salon's Equipment is not available to the Therapist during any Salon's closure.]
- 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, without having to give any reason for such termination.
- 9.3 Without prejudice to the termination, notwithstanding the above, in the following circumstances, this Agreement shall terminate, and the Parties may pursue such claims and remedies as they may see fit:
- 9.3.1 either Party fails to comply with the terms and obligations of this Agreement, and the failure is not remedied within <<insert period>> of written notice of such failure from the other Party; or
- 9.3.2 either Party becomes insolvent or is in liquidation – either voluntary or compulsory, or for the purposes of bona fide corporate reconstruction, or if a receiver is appointed over the whole or any part of its assets.
- 9.4 The termination of this Agreement shall not affect any rights or obligations 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 United Kingdom 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.
- 10.2 All personal data transferred to the other Party (the "Data") may be collected, processed, and handled in accordance with Data Protection Legislation of the other Party.

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## 11. Nature of the Agreement

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 expressly set out in this Agreement,  
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services or any further contract,

11.2 No continuing relati

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same or any other provision.

11.8 Nothing in this Agr

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venture, agency, or other relationship between the Parties. The Worker and the Salon shall not enter into this Agreement as an agent for or otherwise on behalf of the Worker.

landlord and tenant relationships or employment relationship between any Parties shall not enter into this Agreement as an agent for or otherwise on behalf of the Principal Therapist or any other Party.

- 11.9 The Parties do not intend for any part of it to be enforceable under or by virtue of the Contracts (Rights of third Parties) Act 1999 by any person who is not a Party.

## 12. Severance

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. 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 its duly authorised officer on their behalf by a duly authorised officer of that Party.
- 13.2 Notices shall be deemed to have been given:
- 13.2.1 when delivered to the recipient by registered mail;
  - 13.2.2 when sent, if by email, and a return receipt is generated; or
  - 13.2.3 on the fifth business day after mailing, if mailed by national or international express mail.
- In each case, the notice shall be deemed to be given to the most recent address or e-mail address of the Party.

## 14. Law and Jurisdiction

- 14.1 This Agreement (including any notices therefrom or associated therewith) shall be governed by, and construed in accordance with, the law 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 from this Agreement (including any non-contractual matters associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

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

Principal Therapist. e.g. suitable beauty products

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

to use>>

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

reception, and waiting areas, heat, light, hot and cold water, towels, grooming, cleaning, waste disposal, use of Salon staff, tea/coffee for clients>>

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[<<insert Therapist's completed Private

**IN WITNESS WHEREOF** this Agreement was  
before written

executed the day and year first

SIGNED by

..... <

ector of Therapist>>

Director

for and on behalf of

<<Full company name of the Therapist>>

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**EITHER**

[SIGNED by

<<Name and Title of Sole Trader to be signed by>>  
for and on behalf of <<Sole Trader Name>>]

Name>>]

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**OR**

[SIGNED by

..... <

ector of Salon>>

Director

for and on behalf of

<<Full company name of the Salon>>

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