

S

A

M

P

L

E

INDEPENDENT (COMPANY)

CONTRACT (OWN AND SALON

THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Nail Technician>> registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<insert Address>> ("the Technician")
- (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 Technician has been engaged in the business of providing nail care services.
- (B) The Salon, in addition to providing nail care services to its own clients at its premises, also provides use of chairs and other equipment and resources at those premises to independent nail technicians.
- (C) The Technician wishes to provide nail care services through Workers engaged by the Salon, 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:

"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

"Nail Care Services"

the Nail Care services to be provided by the Technician (or Worker/s) to the Technician's clients, as permitted by this Agreement,

"Principal Technician"

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 Nail Care services;

"Salon's Equipment and Resources"

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

“Technician’s Client”

“Technician’s Takings”

“VAT”

“Worker”

1.2 Unless the context of

1.2.1 “writing”, and
electronic co

1.2.2 a statute or
provision as

1.2.3 “this Agree
Schedules a

1.2.4 a Schedule i

1.2.5 a Clause or
(other than
and

1.2.6 a “Party” or t

1.3 The headings used
no effect upon the i

1.4 Words imparting the

1.5 References to any g

2. **Technician’s Use of Salon**

2.1 For the period of thi

2.1.1 the Salon pe
the Techni
use the Salo

2.1.2 the Techni
of such Salo
Technician,

2.1.3 the Salon n
Technician t
premises.

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

S

A

M

P

L

E

contacts and books directly with the
the Technician chooses to provide
independently at the Salon’s

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

x; and

ling the Principal Technician,
employed by the Technician with
ence, engaged by the Technician
e Services on behalf of the

reference in this Agreement to:

ion includes a reference to any

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

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

ement;

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

parties to this Agreement.

r convenience only and shall have
ement.

clude the plural and vice versa.

other gender.

Resources

Salon’s Business Hours:

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

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

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

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

cover requirements
Salon's Equipment
liability in relation to

public liability, loss or damage to
by the Technician, and employer's

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, after the Salon's Client arrives at the Salon, without having booked the service, then referred on to the Salon, and the Technician chooses to accept a booking for Nail Care Services to that Salon as the Salon's subcontractor on that occasion.

4.3 [For a period of <<th>> from the termination of this Agreement the Technician may custom from a Salon's Client].

4.4 During the period of <<th>> thereafter, the Technician may compete for any new Salon's Client, and the Salon may compete for any new Technician's Client.

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

4.6 If the Technician wishes to purchase from the Salon or consumables from the Salon, which the Salon agrees to supply, the Technician may, in any instance, do so in any instance. The Technician may in those or any other products or consumables from the Salon may sell any product range to any Technician's Client.

5. Status of the Technician

5.1 The Technician shall be an independent contractor.

5.2 The Technician shall be responsible for:
5.2.1 all of its expenses
5.2.2 all income tax and contributions or similar taxes or amounts paid or 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 or similar taxes or contributions, including interest and penalties, in relation to the Nail Care Services provided by the Principal Technician.

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.

After the Salon's Client arrives at the Salon, without having booked the service, then referred on to the Salon, and the Technician chooses to accept a booking for Nail Care Services to that Salon as the Salon's subcontractor on that occasion.

<<th>> from the termination of this Agreement the Technician may custom from a Salon's Client].

thereafter, the Technician may compete for any new Salon's Client, and the Salon may compete for any new Technician's Client.

and the Technician under this Agreement is to say that, subject to the other provisions of this Agreement, the Technician and its Workers can at any time provide to other salons which are the same as or similar to the Nail Care Services, which are the same as or similar to the Nail Care Services (whether self-employed or as employees of the Salon) to provide services to clients which are the same as or similar to the Nail Care Services.

consumables from the Salon, which the Salon agrees to supply, the Technician may, in any instance, do so in any instance. The Technician may in those or any other products or consumables from the Salon may sell any product range to any Technician's Client.

SEMPLE

5.4 Neither Party shall make any decisions of the other Party in relation to the working methods of the Nail Care Services exclusively for the benefit of the other Party and control. The Salon shall supervise, direct or control the Technician or any Worker of the Nail Care Services nor shall the Salon have any ultimate command or control over the business.

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

6. Consideration

6.1 The Technician shall provide the Nail Care Services to the Salon, in consideration for the use of the Salon's equipment and Resources.

6.2 The Technician shall provide the Nail Care Services to the Salon at <<insert frequency, e.g. daily, weekly, monthly>> during a period of <<insert period, e.g. day, week, month>> for a fee of <<insert sum>>] [plus] [which shall be a fee amount equal to <<insert percentage>>% of the fee] or a fee of £<<insert sum>>].

6.3 [For the purposes of this Agreement, the Technician's Takings shall not be deemed to include the fee payable to the Technician for performing the Nail Care Services (or any other services) outside of the Salon or for performing any services without the use of the Salon's equipment and Resources, provided such services have not breached the requirements of sub-Clause 4.1.]

6.4 Where, pursuant to this Agreement, the Technician chooses to provide any Nail Care Services to the Salon, the Technician will act as an independent contractor. The Salon shall pay to the Technician an amount equal to <<insert percentage>> of the fee paid to the Salon by the Salon's Client for the Nail Care Services rendered during the <<insert period, e.g. day, week, month>> during which the Services have been rendered.

6.5 All sums payable by the Salon to the Technician pursuant to 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 request. The Party shall provide evidence that the Technician as subcontractor has received the sums paid which are payable to the Technician as subcontractor in full and complete according to this Agreement.

6.7 The Salon shall not employ any Worker in respect of the Nail Care 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 the date of judgment. Any interest due shall be payable when payment of the overdue sum is made.

- 8.5.3 makes all requests to the indemnifying Party upon request;
- 8.5.4 provides all relevant information to the indemnifying Party upon request; and
- 8.5.5 allows the indemnifying Party complete control over any relevant litigation and proceedings.
- 8.6 [Without prejudice to the right of the Technician to terminate this Agreement under Clause 9, if as a result of the Technician's Salon it is for any period that the Technician cannot keep the Salon open for its consequent loss of the Salon's Equipment and Resources to the Technician under sub-Clause 8.5.3, the Technician shall be liable for each such period of loss on a pro rata basis (i.e. not a fixed sum) and pro rata on a time basis to take account of the period of loss. The Technician's liability for each such period of loss shall be available to the Technician on the Technician's Business Hours due to that cause.]
- 8.7 The limitations and conditions in this Clause 8 are cumulative.
9. **Term and termination**
- 9.1 This Agreement shall commence on the date it is made and shall continue thereafter [indefinite period of time (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 to the other Party but having to give any reason for such termination.
- 9.3 Without prejudice to the right of the Technician to terminate, notwithstanding the above, in the following circumstances, this Agreement shall terminate, and remedies the Parties may be available to the Technician:
- 9.3.1 either Party fails to comply with the terms and obligations of this Agreement and the Technician, after giving notice of such failure from the other Party; or
- 9.3.2 either Party is liquidated or enters into compulsory reconstruction or reconstruction of 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 which have already accrued to the Parties 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 that the Technician (or any of its employees or agents or any other Party) may use will be collected, stored, processed, and handled in accordance with Data Protection Legislation.

E

on Legislation of the other Party
a Protection Legislation of Third
s Clients or Salon's Clients, the
:

- Collection, processing, storage, and limited to, the purpose(s) for which it is used, the reasons for using it, details of the Other Information, how to exercise them, and personal data should refer to the Privacy Notice [is available from it on request] [if applicable].

- wise make or keep any personal
other Party. In order to ensure at
er a person is a Salon's Client or a

- details of Technician's Clients, and times, shall be recorded in records shall be the Technician's without the period of this Agreement termination; and

- shall be recorded in writing by the
the Salon's property and maintained
reement.

10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.

- Each Party and the arrangements expressly set out in this Agreement, on the part of either Party to services or any further contract,

- r implied by this Agreement.

- It has, any authority to bind the liability for the other.

- The Technician may not assign, (including charge) or sub-license any of its rights or otherwise delegate any of its rights without the written consent of the Salon, such

- agreement between the Parties with
modified except by an instrument
authorised representatives.

- to this Agreement, it does not rely by or on behalf of the other Party, and all such representations are permitted by law.

- exercising any of its rights under this Agreement, and no waiver by either party of that right, and no waiver by either party of this Agreement shall be deemed to constitute a waiver of the same or any other provision.

S

11.8 Nothing in this Agreement shall create any partnership, joint venture, agency, or other relationship between the Parties or any part of it to be enforceable under or by virtue of the Law of third Parties) Act 1999 by any person who is not a party to this Agreement.

Nothing in this Agreement shall create any partnership, joint venture, agency, or other relationship between the Parties or any part of it to be enforceable under or by virtue of the Law of third Parties) Act 1999 by any person who is not a party to this Agreement.

11.9 The Parties do not intend that any part of it to be enforceable under or by virtue of the Law of third Parties) Act 1999 by any person who is not a party to this Agreement.

The Parties do not intend that any part of it to be enforceable under or by virtue of the Law of third Parties) Act 1999 by any person who is not a party to this Agreement.

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 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.

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 of that Party.

All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party or its duly authorised officer of that Party.

13.2 Notices shall be deemed to have been given:

Notices shall be deemed to have been given:

13.2.1 when delivered to the recipient by registered mail;

13.2.1 when delivered to the recipient by registered mail;

13.2.2 when sent, if the recipient is a company, by first class post and a return receipt is generated; or

13.2.2 when sent, if the recipient is a company, by first class post and a return receipt is generated; or

13.2.3 on the fifth business day after mailing, if mailed by national ordinary mail.

13.2.3 on the fifth business day after mailing, if mailed by national ordinary mail.

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

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

14. Law and Jurisdiction

14.1 This Agreement (including any dispute arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

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

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.

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

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

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

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

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

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

A

M

P

L

E

S

[<<insert Salon's completed Privacy

[<<insert Technician's completed P

IN WITNESS WHEREOF this Ag
before written

executed the day and year first

SIGNED by

..... <

ector of Technician>>

Director

for and on behalf of

<<Full company name of the Tech

A

EITHER

[SIGNED by

<<Name and Title of Sole Trader t
for and on behalf of <<Sole Trade

Name>>]

M

OR

[SIGNED by

..... <

ector of Salon>>

Director

for and on behalf of

<<Full company name of the Salon

P

L

E