INDEPENDENT (COMPANY)

ONTRACT (OWN AND SALON

THIS AGREEMENT is made the BETWEEN:

- (1) <<Name of Nail Technicia under number <<Compar <<insert Address>> ("the T
- (2) <<Name of owner (compregistered in <<Country of Number>> whose registered in <</p>

WHEREAS:

- (A) At all material times the Testing(B) Services.
- (B) The Salon, in addition to provides use of chairs are independent nail techniciar
- (C) The Technician wishes to Technician, to its clients equipment and resources Agreement.

IT IS AGREED as follows:

- Definitions and Interpreta
 - 1.1 In this Agreement expressions have the

"Business Day"

"Fees"

"Nail Care Services"

"Principal Technician"

"Salon's Business Hours"

"Salon's Client"

"Salon's Equipment and Resources"



salon business>> [a company number <<Company Registration insert Address>> ("the Salon")

he business of providing nail care

s to its own clients at its premises, resources at those premises to

hrough Workers engaged by the s, using a Salon chair and other ne terms and conditions of this

therwise requires, the following

han Saturday or Sunday) on re open for their full range of hsert location>>;

e to the Salon under sub-Clause

ervices to be provided by the Worker/s) to the Technician's ere permitted by this Agreement,

ne of individual>>;

and days of the week when Salon its clients>> excluding public

any occasion contacts and books o whom it then provides Nail Care

her equipment and other things hich shall be made available for nder this Agreement in chnician paying the Fees;

"Technician's Client"

"Technician's Takings"

"VAT"

"Worker"

- 1.2 Unless the context
 - 1.2.1 "writing", an electronic co
 - 1.2.2 a statute or provision as
 - 1.2.3 "this Agreer Schedules a
 - 1.2.4 a Schedule
 - 1.2.5 a Clause or (other than and
 - 1.2.6 a "Party" or
- 1.3 The headings used no effect upon the i
- 1.4 Words imparting the
- 1.5 References to any

2. Technician's Use of Salo

- 2.1 For the period of thi
 - 2.1.1 the Salon pe the Technic use the Salo
 - 2.1.2 the Technici of such Sale Technician,
 - 2.1.3 the Salon n Technician t premises.
- 2.2 Except for the Salo Salon, and any particular, the Technician, the Technician and mater the Salon's premise

ntacts and books directly with the e Technician chooses to provide independently at the Salon's

er sums received directly from the the Technician for the provision as in the Salon:

: and

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

reference in this Agreement to:

ion includes a reference to any

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

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

lement:

e 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.

ources

Balon'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



2.3 The Technician sh Technician.

3. Nail Care Services

- 3.1 The Technician wa interest of not adve engaged by the Te have the requisite s be wholly responsit and that all Nail (reasonable care.
- 3.2 The Technician ma Salon's Business H will usually be pres days: <<insert times However, the Tech Worker at or on eith times or for any mi be due and payable in any period/s that
- 3.3 The Technician in exclusive right to do out Nail Care Serv whether instead to Worker concerned I use reasonable end decision on any occaccede to any requother Worker. The (whether or not cor Worker is not suitable)
- 3.4 Where a client is a only.
- 3.5 Except where a clie shall be paid direct shall be deemed to Salon, and that clie contractual relations
- 3.6 Each Party shall ta ensure that the arra each client.
- 3.7 Any complaints or dealt with by the Te
- 3.8 The Technician ma price list may (in th from any Salon pri own price and shall
- 3.9 The Technician sha Companies Act 200
- 3.10 The Technician sh

ble supplies by the Salon to the

undertakes to the Salon (in the n's reputation) that any Worker(s) y of the Nail Care Services shall so, and that the Technician shall h Nail Care Services carried out, arried out competently and with

to be present during any of the intends to arrange that a Worker following times on the following 18:00, Monday to Wednesday.>>. ged to ensure the presence of a mes or days or at or on any other ees payable under Clause 6 shall s/days when or the length of time e Salon.

on any occasion shall have the the Principal Technician to carry ent on any particular occasion or provided that in either case the dexperience. The Technician will the Salon before making any such obligated to consult the Salon or to ge the Principal Technician or any entitled to object to any Workern) if in its reasonable opinion that experience.

nt's payment shall be to the Salon

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

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

's Clients shall be directed to and

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

iny name in accordance with the

rranging all of its own insurance

cover requirements Salon's Equipment liability in relation to

4. Competition

- 4.1 The Technician ma the custom of a clie during or before th Clause 4.2.
- 4.2 The Technician may a Salon's Client on without having boo then referred on to to accept a booking Services to that Sathat occasion.
- 4.3 [For a period of << Agreement the Tecl
- 4.4 During the period compete for any ne
- 4.5 The arrangements
 Agreement are mut
 provisions of this A
 provide to other sal
 to the Nail Care Se
 (whether self-emplo
 Salon) to provide so
 similar to the Nail C
- 4.6 If the Technician w which the Salon agrit, the Technician n Technician may in consumables from Technician's Client.

5. Status of the Technician

- 5.1 The Technician sha
- 5.2 The Technician sha
 - 5.2.1 all of its expe
 - 5.2.2 all income to contributions

 Technician to this Agreement
- 5.3 The Technician her that may be made income tax or nation including interest ar the Principal Technician her

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

of this Agreement solicit or accept 's Client on any previous occasion ent, except as permitted by sub-

s Agreement accept the custom of Salon's Client arrives at the Salon the Salon, that Salon's Client is alon, and the Technician chooses lient and provide the Nail Care as the Salon's subcontractor on

ths>> from the termination of this y custom from a Salon's Client].

thereafter, the Technician may alon's Client, and the Salon may nnician's Client.

and the Technician under this is to say that, subject to the other n and its Workers can at any time which are the same as or similar in at any time arrange with others contractors to or employees of the clients which are the same as or

ts or consumables from the Salon r the Technician to purchase from nd to) do so in any instance. The those or any other products or nay sell any product range to any

endent contractor.

e contributions or similar taxes or nounts paid or payable to the r the Salon under or in relation to

the Salon in respect of any claims es against the Salon in respect of is or similar taxes or contributions, ne Nail Care Services provided by

- 5.4 Neither Party shall decisions of the oth working methods of exclusively for the and control. The State Technician or any the Salon have any
- 5.5 Each Party shall in and authority over a affairs, and enjoy its

6. Consideration

- 6.1 The Technician sha for the use of the Sa
- 6.2 The Technician sh weekly, monthly>> day, week, month>> sum>>] [plus] [whi percentage>>% of t
- 6.3 [For the purposes deemed to include Care Services (or a any services withous uch services have Clause 4.1.]
- 6.4 Where, pursuant to Nail Care Services Technician will act Salon shall pay to equal to <<insert per Client for the Nail (week, month>> dur)
- 6.5 All sums payable b VAT that may be ch
- 6.6 Each Party shall ke relating to its busin Party on reasonab evidence that the Technician as subo Party to the other P
- 6.7 The Salon shall no Care Services.
- 6.8 Any sums which re interest at the rate lending rate of <<ir>
 on a daily basis from of the overdue sum be payable when page interest.

does it rely or depend on, any e Nail Care Services activities and ts Workers shall at all times be on, to determine, supervise, direct supervise, direct or control the of the Nail Care Services nor shall

business have ultimate command sible for its finances and taxation ses.

ows to the Salon, in consideration sources.

It <<insert frequency, e.g. daily, ng period of <<insert period, e.g. mprise [a flat rate fee of £<<insert a fee amount equal to <<insert or a fee of £<<insert sum>>].

Fechnician's Takings shall not be Fechnician for performing the Nail de of the Salon or for performing sipment and Resources, provided reach of the requirements of sub-

echnician chooses to provide any ferred to them by the Salon, the e Salon on that occasion and the subcontract services an amount is paid to the Salon by the Salon's d of the <<insert period, e.g. day, e Services have been rendered.

Agreement are exclusive of any

nd up-to-date accounting records allable for inspection by the other time such of those records as a paid which are payable to the r sums paid or payable by either plete according to this Agreement.

any Worker in respect of the Nail

due date for payment shall incur >>% per annum above the base time to time. Interest shall accrue int until the actual date of payment judgment. Any interest due shall

7. Technician's and Salon's

- 7.1 Subject to Clause 8
 and keep the Salor
 proceedings, claim
 generality of this pr
 client basis), award
 as a result of any b
 Technician's undert
 as a result of the
 provide Nail Care S
- 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 under

8. Liability

- 8.1 This Clause 8 limits Party to the other:
 - 8.1.1 for any brea
 - 8.1.2 under the in
 - 8.1.3 for any reprebut not limit of or in conn
- 8.2 Subject to sub-Clau contract, tort (includ or misrepresentatio that may be suffere this Agreement.
- 8.3 Nothing in this Agre fraud or fraudulent in death or personal in
- 8.4 Subject to Clause 8 contract, tort (include misrepresentation)
 Agreement for any omissions or events first of which begins as is equal to <<in payable to the Salo period concerned or
- 8.5 Each indemnity set
 - 8.5.1 notifies the aware of any
 - 8.5.2 makes no a Party's prior

undertakes to indemnify the Salon ified from and against all actions, cluding without prejudice to the the Salon on a solicitor and owner arising – directly or indirectly – ce by the Technician of any of the ligations under this Agreement or its right under sub-Clause 2.1 to

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 der this Agreement.

the entire financial liability of each

en by each Party to the other; and

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

Il 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

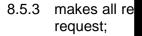
ility of either Party to the other for liberate or wilful misconduct, or for

ach Party to the other (whether in on, for breach of statutory duty or ut of or in connection with this vent (or series of connected acts, ceeding twelve month period (the eement) 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.

ly only if the indemnified Party:

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

ements without the indemnifying



- 8.5.4 provides all request; and
- 8.5.5 allows the litigation and
- 8.6 [Without prejudice Clause 9, if as a r Salon it is for any p keep the Salon ope for its consequent Resources to the under sub-Clause payable (i.e. not a liability for each su account of the per available to the Te cause.]
- 8.7 The limitations and

9. Term and termination

- 9.1 This Agreement s thereafter [indefinite the following.
- 9.2 Either Party may te weeks' prior notice such termination.
- 9.3 Without prejudice t terminate, notwiths have, in the followin
 - 9.3.1 either Party Agreement within <<ins Party; or
 - 9.3.2 either Party compulsory reconstruction whole or any
- 9.4 The termination of which have already

10. Data Protection etc

- 10.1 In this Clause, "Dat time to time in the including, but not lir regulations made Communications Re
- 10.2 All personal data to processed, and he

ple to the indemnifying Party upon

to the indemnifying Party upon

iplete control over any relevant

b terminate this Agreement under and the reasonable control of the Salon's Business Hours unable to be in breach of this Agreement and aid period or periods, but where ne or more particular sums are cian's Takings) the Technician's pro rata on a time basis to take Equipment and Resources is not on's Business Hours due to that

his Clause 8 are cumulative.

it is made and shall continue s.g. 6, 12, 18 months>>] subject to

at any time on giving at least [four] but having to give any reason for

Clause 9.1, this Agreement shall and remedies the Parties may

ne terms and obligations of this able of remedy, is not remedied ptice of such failure from the other

r liquidation – either voluntary or poses of bona fide corporate fareceiver is appointed over the ts

e without prejudice to any rights Parties under this Agreement.

means all legislation in force from ole to data protection and privacy the Data Protection Act 2018 (and the Privacy and Electronic nded.

Party") may use will be collected, accordance with Data Protection



Legislation, the rig ("Other Party"), an Parties ("Third Par Principal Techniciar

- 10.3 For complete detail retention of personal personal data is used Party's and Third Partying (where apposed of the First Party. Each provided)
- 10.4 Neither Party may information of or rel all material times th Technician's Client:
 - 10.4.1 the names, including th writing by the property and and for at least
 - 10.4.2 the same de Salon and the by it through

11. Nature of the Agreement

- 11.1 Without prejudice between the Salon this Agreement doe offer to the other arrangement facilities
- 11.2 No continuing relati
- 11.3 Neither Party shall other in any way, ar
- 11.4 This Agreement is mortgage, or chargits rights hereund obligations hereund consent not to be up
- 11.5 This Agreement or respect to its subject in writing signed by
- 11.6 Each Party acknow on any representati except as expressly and warranties are
- 11.7 No failure or delay Agreement shall be either Party of a bre be a waiver of any s

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

llection, processing, storage, and imited to, the purpose(s) for which es for using it, details of the Other exercise them, and personal data should refer to the Privacy Notice ce [is available from it on request] dule].

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

details of Technician's Clients, and times, shall be recorded in ecords shall be the Technician's hout the period of this Agreement rmination; and

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

ach Party and the arrangements pressly set out in this Agreement, tion on the part of either Party to ervices or any further contract,

r implied by this Agreement.

t it has, any authority to bind the iability for the other.

The Technician may not assign, ting charge) or sub-license any of otherwise delegate any of its tten consent of the Salon, such

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

Ito this Agreement, it does not rely by or on behalf of the other Party ent, and all such representations tent permitted by law.

cising any of its rights under this ir of that right, and no waiver by his Agreement shall be deemed to same or any other provision. 11.8 Nothing in this Agr venture, agency, e between the Parties Worker and the Sa as agent for or other Worker.

11.9 The Parties do not under or by virtue person who is not a

12. Severance

The Parties agree that, i Agreement is found to be provisions shall be deem remainder of this Agreeme

13. Notices

- 13.1 All notices under th if signed by the Par officer of that Party.
- 13.2 Notices shall be de-
 - 13.2.1 when delive registered m
 - 13.2.2 when sent, it
 - 13.2.3 on the fifth ordinary mai

e-mail addre

14. Law and Jurisdiction

- 14.1 This Agreement (in therefrom or associaccordance with, the
- 14.2 Each Party irrevoca claim between the contractual matters shall fall within the

<<insert list of items of equipment chair, table, mirror, toilet/kitchen fa

<<insert list of materials to be mad

<<insert list of services to be provi light, hot and cold water, towels, g Salon staff, tea/coffee for clients>> d to create any partnership, joint landlord and tenant relationships loyment relationship between any does not enter into this Agreement he Principal Technician or any other

r any part of it to be enforceable of third Parties) Act 1999 by any

r more of the provisions of this rwise unenforceable, that / those mainder of this Agreement. The rceable.

writing and be deemed duly given their behalf by a duly authorised

given:

ier or other messenger (including ss hours of the recipient; or

d a return receipt is generated; or g mailing, if mailed by national

sed to the most recent address or arty.

ual matters and obligations arising governed by, and construed in ales.

pute, controversy, proceedings or Agreement (including any nonherefrom or associated therewith) e courts of England and Wales.

Fechnician e.g. suitable nail care

to use>>

ception, and waiting areas, heat, aning, waste disposal, use of



S

[<<insert Salon's completed Private [<<insert Technician's completed Figure 1]

IN WITNESS WHEREOF this Ag before written

SIGNED by

Director
for and on behalf of
<<Full company name of the Tech

EITHER

[SIGNED by

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

OR

[SIGNED by

Director for and on behalf of <<Full company name of the Salor

.....

A

executed the day and year first

ector of Technician>>

Name>>]

ector of Salon>>