

S

A

M

P

L

E

BEAUTY THERAPIST'S CHAIR (EMPLOYEE) COMPANY) AGREEMENT (OWN

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

- (1) <<Name of Beauty Therapy Company>> 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 through Workers engaged by the Therapist, 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 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"**

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 to 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

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. **Therapist’s Use of Salon’s**

2.1 For the period of thi

2.1.1 the Salon  
Services to  
purpose to u

2.1.2 the Therapist  
such Salon’s  
Therapist, th

2.1.3 the Salon n  
Therapist to  
Salon premis

2.2 Except for the Salon  
Salon, and any proc  
the Therapist shall  
and materials need  
premises.

S

A

M

P

L

E

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

er sums received directly from the  
he Therapist for the provision of  
ervices in the Salon;

k; and

ling the Principal Therapist, either  
oyed by the Therapist with suitable  
ngaged by the Therapist to  
erapy 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:

to provide the Beauty Therapy  
and Salon’s Clients and for that  
nt and Resources;

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

nd from time to time require the  
e beauty therapy chair within the

urces to be made available by the  
at the Salon sells to the Therapist,  
y equipment, treatments, products  
arry on its business at the Salon’s

- 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 carried out, 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 specified in writing by the Salon. 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 writing by the Salon.
- 3.3 The Therapist in his/her/its 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 use reasonable endeavours to ensure that the Worker concerned is available to the Salon before making any such decision on any occasion. The Therapist shall be obliged to consult the Salon or to accede to any request made by the Salon 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/its 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, if the client is a "Salon's Client", the Therapist shall be paid directly by the client for the 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 reasonable steps necessary in any circumstances to ensure that the arrangements made pursuant to 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 his/her/its prices for Beauty Therapy Services to the Salon. The list may (in the Therapist's discretion) be in any amount or respect from any Salon price list. It may be 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 used in accordance with the Companies Act 2006.
- 3.10 The Therapist shall ensure that the Salon is carrying all of its own insurance cover

requirements include:  
Equipment and Re  
relation to its Work

ability, loss or damage to Salon's  
Therapist, and employer's liability in

#### 4. **Competition**

4.1 The Therapist may  
custom of a client  
during or before the  
Clause 4.2.

his Agreement solicit or accept the  
Client on any previous occasion  
ent, except as permitted by sub-

4.2 The Therapist may  
Salon's Client on a  
without having boo  
then referred on to  
accept a booking f  
Services to that Sa  
that occasion.

Agreement accept the custom of a  
Salon's Client arrives at the Salon  
in the Salon, that Salon's Client is  
on, and the Therapist chooses to  
and provide the Beauty Therapy  
as the Salon's subcontractor on

4.3 [For a period of <<  
Agreement the The

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

4.4 During the period  
compete for any ne  
compete for any ne

d thereafter, the Therapist may  
Salon's Client, and the Salon may  
Therapist's Client.

4.5 The arrangements b  
are mutually non-ex  
of this Agreement,  
other salons and o  
Beauty Therapy Se  
(whether self-emplo  
Salon) to provide se  
similar to the Beaut

he Therapist under this Agreement  
at, subject to the other provisions  
workers can at any time provide to  
re the same as or similar to the  
n at any time arrange with others  
contractors to or employees of the  
o clients which are the same as or

4.6 If the Therapist wis  
which the Salon ag  
it, the Therapist ma  
Therapist may in  
consumables from  
Therapist's Client.

s or consumables from the Salon  
or the Therapist to purchase from  
d to) do so in any instance. The  
those or any other products or  
may sell any product range to any

#### 5. **Status of the Therapist et**

5.1 The Therapist shall

ndent contractor.

5.2 The Therapist shall

5.2.1 all of its exp

5.2.2 all income ta  
contributions  
by Therapist  
Agreement.

the contributions or similar taxes or  
is paid or payable to the Therapist  
on under or in relation to this

5.3 The Therapist here  
that may be made  
income tax or nation  
including interest a  
provided by the Pri

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

# SAMPLE

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 (s) outside of the Salon or for the use of the Salon's Equipment and Resources, if 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 agent for the Salon on that occasion and the Salon shall pay to the Therapist for subcontract services an amount equal to <<insert percentage>> of the sum paid to the Salon by the Salon's Client for the Beauty Therapy Services at the end of the <<insert period, e.g. day, week, month>> after the services have been rendered.

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 sum is made.



- 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 use of the Salon's Resources to the Therapist's sub-Clause 6.2 Fees, the sum shall be reduced to a percentage of the sum 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 within <<insert period>> of the date of notice of such failure from the other Party; or
- 9.3.2 either Party is in liquidation – either voluntary or compulsory – or the purposes of bona fide corporate reconstruction or reconstruction of a receiver is appointed over the whole or any part of the assets of the Party.
- 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 (including but not limited to the name, address, contact details, email address, telephone number, etc.) of the other Party may be collected, stored, processed, and handled in accordance with Data Protection Legislation of the other Party.



S

A

M

P

L

E

(“Other Party”), and  
Parties (“Third Party”  
Principal Therapist

a Protection Legislation of Third  
Clients or Salon’s Clients, the

10.3 For complete detail  
retention of personal  
personal data is use  
Party’s and Third P  
sharing (where app  
of the First Party. E  
[has been provided]

llection, processing, storage, and  
limited 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].

10.4 Neither Party may  
information of or re  
all material times th  
Therapist’s Client:

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

10.4.1 the names,  
including th  
writing by t  
property and  
and for at lea

details of Therapist’s Clients,  
and times, shall be recorded in  
records shall be the Therapist’s  
hout the period of this Agreement  
mination; and

10.4.2 the same de  
Salon and th  
by it through

shall be recorded in writing by the  
e Salon’s property and maintained  
reement.

## 11. Nature of the Agreement

11.1 Without prejudice  
between the Salon  
this Agreement doe  
offer to the other  
arrangement facilitie

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

11.2 No continuing relati

r implied by this Agreement.

11.3 Neither Party shall  
other in any way, an

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

11.4 This Agreement is  
mortgage, or charg  
its rights hereund  
obligations hereund  
consent not to be u

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

11.5 This Agreement c  
respect to its subje  
in writing signed by

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

11.6 Each Party acknow  
on any representati  
except as expressly  
and warranties are

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

11.7 No failure or delay  
Agreement shall be  
either Party of a bre  
be a waiver of any s

cising any of its rights under this  
er of that right, and no waiver by  
his Agreement shall be deemed to  
same or any other provision.

11.8 Nothing in this Agr

d to create any partnership, joint

S

venture, agency, or other relationship between the Parties. The Worker and the Salon Owner 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 person who does not enter into this Agreement as the Principal Therapist or any other

- 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 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 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 or claims arising therefrom or 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 Owner, e.g. therapy chair, mirror, toilet/kitchen sink>>

Principal Therapist. e.g. suitable beauty

<<insert list of materials to be made available to the Worker>>

to use>>

<<insert list of services to be provided by the Salon Owner, 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

A

M

P

L

E

S

[<<insert Salon's completed Privacy

[<<insert Therapist's completed Pr

**IN WITNESS WHEREOF** this Ag  
before written

executed the day and year first

SIGNED by

..... <

ector of Therapist>>

Director

for and on behalf of

<<Full company name of the Ther

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