

S A M P L E

SELF EMPLOYED HAIRDRESSER (OWN CLIENTS) CONTRACT (OWN CLIENTS)

THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Hairdresser>>
- (2) <<Name of owner (sole registered in <<Country of Number>> whose registered

WHEREAS:

- (A) At all material times the hairdressing services as a
- (B) The Salon, in addition to premises, provides use of premises to self-employed
- (C) The Hairdresser wishes to premises, using the Salon's with the terms and condition

IT IS AGREED as follows:

1. **Definitions and Interpretation**

- 1.1 In this Agreement expressions have the

“Business Day”

“Fees”

“Hairdresser’s Client”

“Hairdressing Services”

“Hairdresser’s Takings”

“Salon’s Business Hours”

“Salon’s Client”

“Salon’s Equipment and Resources”

“VAT”

the Hairdresser”) and

Salon business>> [a company number <<Company Registration Insert Address>> (“the Salon”)

ed in the business of providing

services to their own clients at its equipment and resources at those

s to their clients in the Salon’s ment and resources in accordance

otherwise requires, the following

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

e to the Salon under sub-Clause

contacts and books directly with the e Hairdresser chooses to provide ces independently at the Salon’s

g Services to be provided by the orker) to the Hairdresser’s Clients;

er sums received directly from the y the Hairdresser for the provision vices in the Salon;

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

any occasion contacts and books to whom it provides Hairdressing

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

; and

“Worker”

1.2 Unless the context of the Agreement requires otherwise, any reference in this Agreement to:

1.2.1 “writing”, and “written”, includes a reference to any electronic communication;

1.2.2 a statute or regulation includes a reference to that statute or regulation as amended or re-enacted at the relevant time;

1.2.3 “this Agreement” means this Agreement and each of the Schedules attached to it at the relevant time;

1.2.4 a Schedule includes a Schedule to this Agreement;

1.2.5 a Clause or paragraph of a Schedule means a Clause or paragraph of this Agreement or a Clause or paragraph of the relevant Schedule; and

1.2.6 a “Party” or “Parties” means the Parties to this Agreement.

1.3 The headings used in the Agreement are for convenience only and shall have no effect upon the interpretation of the Agreement.

1.4 Words imparting the singular include the plural and vice versa.

1.5 References to any gender include the other gender.

2. Hairdresser’s Use of Salon’s Resources

2.1 For the period of this Agreement, the Hairdresser shall:

2.1.1 the Salon permit the Hairdresser to use the Salon’s Equipment and Resources for the purpose of providing the Hairdressing Services to the Hairdresser’s Clients;

2.1.2 the Hairdresser use the Salon’s Equipment and Resources on an exclusive basis so that when any of the Salon’s Equipment and Resources are not being used by the Hairdresser, they shall be available for use by the Salon;

2.1.3 the Salon not require the Hairdresser to provide any of the Salon’s Equipment and Resources for the purpose of providing the Hairdressing Services to the Hairdresser’s Clients.

2.2 Except for the Salon’s Equipment and Resources, the Hairdresser shall provide all equipment, shampoo, conditioner, hair care products and other materials needed by the Hairdresser for the purpose of providing the Hairdressing Services to the Hairdresser’s Clients on the Salon premises.

2.3 The Hairdresser shall not be entitled to use the Salon’s Equipment and Resources for the purpose of providing the Hairdressing Services to the Hairdresser’s Clients.

3. Hairdressing Services

3.1 The Hairdresser warrants that the Hairdresser undertakes to the Salon (in the interest of not adversely affecting the Salon’s reputation) that the Hairdresser shall not employ any Worker(s) to provide the Hairdressing Services to the Hairdresser’s Clients and that, whether the Worker(s) is/are self-employed or employed by the Hairdresser, the Worker(s) shall possess the requisite skill and experience, engaged by the Hairdresser to provide the Hairdressing Services to the Hairdresser’s Clients.

self-employed or employed by the Hairdresser, the Worker(s) shall possess the requisite skill and experience, engaged by the Hairdresser to provide the Hairdressing Services to the Hairdresser’s Clients.

reference in this Agreement to:

tion includes a reference to any

e is a reference to that statute or regulation as amended or re-enacted at the relevant time;

this Agreement and each of the Schedules attached to it at the relevant time;

ement;

ce to a Clause of this Agreement or a Clause or paragraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have no effect upon the interpretation of the Agreement.

clude the plural and vice versa.

other gender.

Resources

Salon’s Business Hours:

provide the Hairdressing Services to the Hairdresser’s Clients for that purpose to use the Salon’s Equipment and Resources;

-exclusive basis so that when any of the Salon’s Equipment and Resources are not being used by the Hairdresser, they shall be available for use by the Salon;

nd from time to time require the Hairdresser to provide a suitable hairdressing chair within the Salon premises.

urces to be made available by the Hairdresser to the Salon (in the interest of not adversely affecting the Salon’s reputation) that the Hairdresser shall not employ any Worker(s) to provide the Hairdressing Services to the Hairdresser’s Clients and that, whether the Worker(s) is/are self-employed or employed by the Hairdresser, the Worker(s) shall possess the requisite skill and experience, engaged by the Hairdresser to provide the Hairdressing Services to the Hairdresser’s Clients.

ble supplies by the Salon to the Hairdresser for the purpose of providing the Hairdressing Services to the Hairdresser’s Clients.

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shall be wholly responsible for the
ed out, and that all Hairdressing
with reasonable care.

- of the Salon's Business Hours but Worker is usually present in the following days: <<insert times and days, day.>>. However, the Hairdresser is responsible for the presence of a Worker at or absent at or on any other times or for any reason. Clause 6 shall be due and enforceable for the length of time in any contract presented at the Salon.
- Worker on one or more occasions may request another Worker to provide the service in the interest of not disrupting the Salon's reputation, the Worker's experience. The Hairdresser will use the Salon beforehand about any such request and consult the Salon or to accede to the request of any Worker. The Salon shall consult the Worker (whether or not consulted) and obtainable opinion that Worker lacks sufficient experience.
- the Hairdresser's Clients for the service shall be deemed to be providing their service not to the Salon, and that the Worker is in a direct contractual relationship with the Hairdresser's Clients.
- necessary in any circumstances to the extent that by sub-Clause 3.4 is clear to the Hairdresser that the Worker's Clients shall be directed to and shall be responsible for the service.
- list for Hairdresser's Clients and (at the discretion of the Hairdresser) differ in any amount or shall not be clearly identifiable as the service provided in a suitable place at the Salon.
- their business and the address at which the Worker is in accordance with the Companies Act 2006.
- arranging all of their own insurance (including public liability, loss or damage to property) by the Hairdresser, and employer's liability insurance.

hairdresser may not solicit or accept a period of <<insert period e.g. 6 months>> after the termination of the agreement the Hairdresser may not

- hairdresser may not solicit or accept a period of <<insert period e.g. 6 months>> after the termination of the agreement the Hairdresser may not

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- 5.1 The Hairdresser shall be an independent contractor and shall have the status of a self-employed person.
- 5.2 The Hairdresser shall be responsible for:
- 5.2.1 all of their expenses;
- 5.2.2 all income tax and social security contributions payable by the Hairdresser under or in relation to this Agreement.
- 5.3 The Hairdresser 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 connection with the Hairdressing Services provided by the Hairdresser (or any subcontractor).
- 5.4 Neither Party shall be responsible for, or liable to, any decisions of the other Party or any subcontractor in relation to the and working methods used in the provision of the Hairdressing Services by the Hairdresser or any subcontractor. The Hairdresser shall determine, supervise and control the provision of the Hairdressing Services. The Salon shall not seek to supervise, direct or control the provision of the Hairdressing Services. The Hairdresser shall not have any right to do so.
- 5.5 Each Party shall in relation to the business have ultimate command and authority over and control of the business and be responsible for its finances and taxation and other legal and regulatory obligations and responsibilities.

6.1 The Hairdresser shall provide the following services to the Salon, in consideration for the use of the Salon premises and equipment and other facilities and resources.

6.2 The Hairdresser shall provide the following services to the Salon at <<insert frequency, e.g. daily, weekly, monthly>> on a <<insert period of, e.g. daily, weekly, monthly>> basis. The services shall comprise [a flat rate fee of £<<insert sum>>] [plus] [which shall be in addition to a fee amount equal to <<insert

- percentage>>% of the total or a fee of £<<insert sum>>].
- 6.3 [For the purposes of this Clause 6.3, the Hairdresser's Takings shall not be deemed to include any sums payable to the Hairdresser (or any Worker) for performing the Hairdressing Services (or any other services) outside of the Salon or for performing the Hairdressing Services using the Salon's Equipment and Resources, provided that the Hairdressing Services have not been performed in breach of the requirements of sub-Clause 2.1.]
- 6.4 All sums payable by the Hairdresser under this Agreement are exclusive of any VAT that may be charged.
- 6.5 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 records are up-to-date and complete according to this Agreement.
- 6.6 Any sums which remain due after the due date for payment shall incur interest at the rate of <<insert sum>>% per annum above the base lending rate of <<insert sum>>% per annum from time to time. Interest shall accrue on a daily basis from the due date for payment until the actual date of payment or judgment. Any interest due shall be payable when payment of the principal sum is made.
7. **Hairdresser's and Salon's Indemnities**
- 7.1 Subject to Clause 2.1, the Hairdresser shall indemnify the Salon and keep the Salon indemnified from and against all actions, proceedings, costs (including without prejudice to the general costs of the Salon on a solicitor and own-client basis), damages, demands, costs (including without prejudice to the general costs of the Salon on a solicitor and own-client basis), or damages howsoever arising – directly or indirectly – as a result of the performance by the Hairdresser of any of the Hairdressing Services, or obligations under this Agreement or as a result of the exercise of their right under sub-Clause 2.1 to provide the Hairdressing Services.
- 7.2 Subject to Clause 2.1, the Salon shall indemnify the Hairdresser and keep the Hairdresser indemnified from and against all actions, proceedings, costs (including without prejudice to the general costs of the Hairdresser on a solicitor and own-client basis), or damages howsoever arising – directly or indirectly – as a result of the performance by the Salon of any of the Hairdressing Services, or obligations 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 tortious act or omission (including, but not limited to, each of statutory duty) arising out of or in connection with the performance of the Hairdressing Services;
- 8.1.3 for any representation or omission (including, but not limited to, each of statutory duty) arising out of or in connection with the performance of the Hairdressing Services.
- 8.2 Subject to sub-Clause 8.1, the Party shall be liable to the other, whether in contract, tort (including, but not limited to, each of statutory duty) or for breach of statutory duty.

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or misrepresentation that may be suffered by the Party as a result of this Agreement.

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

8.4 Subject to Clause 8.5, the indemnifying Party shall indemnify the indemnified Party for each Party to the other (whether in contract, tort (including negligence), or for breach of statutory duty or otherwise) arising out of or in connection with this Agreement for any loss or damage (including consequential loss or damage) suffered by the indemnified Party (or series of connected acts, omissions or events) in the period of twelve months (or such longer period as may be agreed in writing) commencing on the first of which begins the period of twelve months (or such longer period as may be agreed in writing) preceding twelve month period (the "Period") shall be either such sum as may be determined by the arbitrator (or the court) as is equal to <<in the Period>> of the total amount paid or payable to the Salon under Clause 6.2 in the twelve month period concerned or the sum of the total amount paid or payable to the Salon under Clause 6.2 in the twelve month period concerned, whichever is the greater sum.

8.5 Each indemnity set out in Clause 8.4 shall be payable only if the indemnified Party:

8.5.1 notifies the indemnifying Party immediately in writing upon becoming aware of any loss or damage, claim, demand or costs;

8.5.2 makes no admission of liability or settlement without the indemnifying Party's prior written consent;

8.5.3 makes all relevant documents and records available to the indemnifying Party upon request;

8.5.4 provides all relevant documents and records to the indemnifying Party upon request; and

8.5.5 allows the indemnifying Party to have complete control over any relevant litigation and proceedings.

8.6 [Without prejudice to Clause 9, if as a result of the Salon's Business Hours it is for any period unable to keep the Salon open for its consequent loss of the Salon's Equipment and Resources to the extent of the loss suffered by the Salon under sub-Clause 8.4, the indemnifying Party shall be liable to pay to the Salon a sum payable (i.e. not a sum payable in respect of liability for each sum payable) on a time basis to take account of the period of the Salon's Business Hours available to the Hairdresser's Takings due to that cause.]

8.7 The limitations and conditions set out 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 or for a fixed period of 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, without having to give any reason for such termination.

9.3 Without prejudice to Clause 9.1, this Agreement shall terminate, notwithstanding the above, if the Salon is unable to keep the Salon open for its consequent loss of the Salon's Equipment and Resources to the extent of the loss suffered by the Salon under sub-Clause 8.4, the indemnifying Party shall be liable to pay to the Salon a sum payable (i.e. not a sum payable in respect of liability for each sum payable) on a time basis to take account of the period of the Salon's Business Hours available to the Hairdresser's Takings due to that cause.]

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9.3.1 either Party
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10. Data Protection etc

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11. Nature of the Agreement

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or liquidation – either voluntary or
poses of bona fide corporate
if a receiver is appointed over the
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without prejudice to any rights
Parties under this Agreement.

means all legislation in force from
ple 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
on Legislation of the other Party
a Protection Legislation of Third
Hairdresser's Clients or Salon's

collection, 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].

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 Hairdresser's Clients,
and times, shall be recorded in
records shall be the Hairdresser's
hout the period of this Agreement
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e Salon's property and maintained
reement.

each Party and the arrangements
r as expressly set out in this
any obligation on the part of either
r services or any further contract,

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- 11.2 No continuing relationship shall be implied by this Agreement.
- 11.3 Neither Party shall, in any way, bind or commit themselves or the other in any way, or assume any liability for the other.
- 11.4 This Agreement is not subject to mortgage, or charge, or sub-license (including any right of first refusal or first refusal charge) or sub-license any of its rights hereunder or otherwise delegate any of their obligations hereunder without the written consent of the Salon, such consent not to be unreasonably withheld.
- 11.5 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by both Parties or their authorised representatives.
- 11.6 Each Party acknowledges that in entering into this Agreement, it does not rely on any representation made by or on behalf of the other Party, and all such representations and warranties are limited to those permitted by law.
- 11.7 No failure or delay in exercising any of their rights under this Agreement shall be deemed a waiver of that right, and no waiver by either Party of a breach of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 11.8 Nothing in this Agreement shall create any partnership, joint venture, agency, or other relationship between the Parties or between the Worker and either of them.
- 11.9 The Parties do not intend that 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 authorised representative 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 hand or other messenger (including during out of business hours of the recipient; or
 - 13.2.2 when sent, if by post, and a return receipt is generated; or
 - 13.2.3 on the fifth business day after the date of posting by 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.

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14. **Law and Jurisdiction**

- 14.1 This Agreement (including any non-exclusive licence granted herefrom 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-exclusive licence granted herefrom 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 Hairdresser. e.g. suitable hairdressing chair, mirror, hair dryer, etc>>

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

<<insert list of services to be provided by the Hairdresser. e.g. reception, and waiting areas, heat, light, hot and cold water, towels, glass, etc>>

Salon staff to wash hair, tea/coffee etc

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

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

IN WITNESS WHEREOF this Agreement has been executed the day and year first before written

SIGNED by

.....

<<Full name of the Hairdresser>>

EITHER

[SIGNED by

.....

<<Name and Title of Sole Trader to sign 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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