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BEAUTY THERAPIST CHAIR

MPANY) AGREEMENT (OWN

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THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Beauty Therapist>> 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)>> [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 engage the Salon 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 following meanings:

"Beauty Therapy Services" Beauty Therapy Services to be provided by the Therapist through any Worker(s) to the Therapist's clients;

"Business Day" any day other than Saturday or Sunday) on which the Salon is open for their full range of Beauty Therapy Services at <<insert location>>;

"Fees" the Fees payable to the Salon under sub-Clause 2.1;

"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 on any occasion contacts and books Beauty Therapy Services from whom it provides Beauty Therapy Services;

"Salon's Equipment and Resources" the equipment and other things which shall be made available for use by the Therapist under this Agreement in the Salon by the Therapist paying the Fees;

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“Therapist’s Client”

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

“Therapist’s Takings”

mer sums received directly from the Therapist for the provision of services in the Salon;

“VAT”

; and

“Worker”

ing the Principal Therapist, either employed by the Therapist with suitable engaged by the Therapist to provide Beauty Therapy Services on behalf of the

1.2 Unless the context of

reference in this Agreement to:

1.2.1 “writing”, an electronic co

tion includes a reference to any

1.2.2 a statute or provision as

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

1.2.3 “this Agreement Schedules a

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

1.2.4 a Schedule i

ement;

1.2.5 a Clause or (other than and

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

1.2.6 a "Party" or t

parties to this Agreement.

1.3 The headings used no effect upon the i

for convenience only and shall have effect.

1.4 Words imparting the

include the plural and vice versa.

1.5 References to any g

other gender.

2. **Therapist’s Use of Salon’s**

Resources

2.1 For the period of thi

Salon’s Business Hours:

2.1.1 the Salon Services to Salon’s Equ

to provide the Beauty Therapy and for that purpose to use the

2.1.2 the Therapist such Salon’s Therapist, th

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

2.1.3 the Salon n Therapist to Salon premis

and from time to time require the beauty therapy chair within the

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

resources to be made available by the at the Salon sells to the Therapist, equipment, treatments, products carry on its business at the Salon’s

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2.3 The Therapist shall ensure that all materials and consumable supplies by the Salon to the Therapist.

3. **Beauty Therapy Services**

3.1 The Therapist warrants that the Therapist 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 qualifications to do so, and that the Therapist shall be wholly responsible for the provision of such Beauty Therapy Services and that such Beauty Therapy Services will be carried out competently and with due care.

3.2 The Therapist may 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>> 8:00, Monday to Wednesday.>>. However, the Therapist shall be obliged to ensure the presence of a Worker at or on either of the above times or days or at or on any other times or for any other period/s that may be due and payable under Clause 6 shall be payable in any period/s that may be agreed with the Salon.

3.3 The Therapist in its sole discretion on any occasion shall have the exclusive right to determine whether the Principal Therapist to carry out Beauty Therapy Services shall be the Therapist or 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 Salon before making any such decision on any occasion shall be obliged to consult the Salon or to accede to any request for 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 its skills and experience.

3.4 The Therapist shall be responsible for the Therapist's Clients for the Beauty Therapy Services, to ensure that the Salon is deemed to be providing its services directly to the Therapist's Clients, and those Therapist's Clients shall be deemed to have a contractual relationship with the Therapist.

3.5 Each Party shall take all such steps as may be necessary in any circumstances to ensure that the arrangements made by sub-Clause 3.4 are clear to the Therapist's Clients and the Salon.

3.6 Any complaints or claims from the Therapist's Clients shall be directed to and dealt with by the Therapist.

3.7 The Therapist may charge a fee for Therapist's Clients and that price list may (in the Therapist's discretion) be in any amount or respect from any Salon price list. It may be different from the Therapist's own price and shall be displayed in the Salon.

3.8 The Therapist shall register its name in accordance with the Companies Act 2006.

3.9 The Therapist shall ensure that it is carrying all of its own insurance cover requirements including public liability, loss or damage to Salon's Equipment and Reputation, and employer's liability in relation to its Workers.

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4. **Competition**

4.1 During the period of the custom of any months>> from the any custom from a

therapist may not solicit or accept a period of <<insert period e.g. 6 ment the Therapist may not solicit

4.2 During the period compete for any ne compete for any ne

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

4.3 The arrangements be are mutually non-ex of this Agreement, other salons and o Beauty Therapy Se (whether self-emplo of the Salon) to pro as or similar to the B

he Therapist under this Agreement at, subject to the other provisions orkers can at any time provide to re the same as or similar to the n at any time arrange with others r sub-contractors to or employees n or to clients which are the same .

4.4 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

he contributions or similar taxes or s paid or payable to the Therapist tion to this Agreement.

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.

5.4 Neither Party shall decisions of the o activities and worki times be exclusively direct and control. T Therapist or any W shall the Salon have

does it rely or depend on, any r, the Beauty Therapy Services rapist and its Workers shall at all he Salon, to determine, supervise, to supervise, direct or control the the Beauty Therapy Services nor

5.5 Each Party shall in and authority over a affairs, and enjoy its

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

6. **Consideration**

6.1 The Therapist shall for the use of the Sa

ows to the Salon, in consideration sources.

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6.2 The Therapist shall <<insert frequency, e.g. daily, weekly, monthly>> intervals <<insert period, e.g. day, week, month>> the <<insert sum>>] [plus] [which <<insert percentage>>% of t

<<insert frequency, e.g. daily, weekly, monthly>> intervals <<insert period, e.g. day, week, month>> the <<insert sum>>] [plus] [which <<insert percentage>>% of t

6.3 [For the purposes <<insert>>] <<insert>> shall not be deemed to include <<insert>> <<insert>> Therapist's Takings shall not be deemed to include <<insert>> <<insert>> Therapist for performing the Beauty <<insert>> (s) outside of the Salon or for <<insert>> <<insert>> Salon's Equipment and Resources, <<insert>> <<insert>> performed in breach of the <<insert>>

<<insert>> shall not be deemed to include <<insert>> <<insert>> Therapist for performing the Beauty <<insert>> (s) outside of the Salon or for <<insert>> <<insert>> Salon's Equipment and Resources, <<insert>> <<insert>> performed in breach of the <<insert>>

6.4 All sums payable b <<insert>> s Agreement are exclusive of any <<insert>> VAT that may be ch

<<insert>> s Agreement are exclusive of any <<insert>> VAT that may be ch

6.5 Each Party shall ke <<insert>> and up-to-date accounting records <<insert>> relating to its busin <<insert>> available for inspection by the other <<insert>> Party on reasonab <<insert>> time such of those records as <<insert>> evidence that the P <<insert>> r sums paid or payable by either <<insert>> Party to the other P <<insert>> olete according to this Agreement.

<<insert>> and up-to-date accounting records <<insert>> available for inspection by the other <<insert>> Party on reasonab <<insert>> time such of those records as <<insert>> evidence that the P <<insert>> r sums paid or payable by either <<insert>> Party to the other P <<insert>> olete according to this Agreement.

6.6 Any sums which re <<insert>> due date for payment shall incur <<insert>> interest at the rate <<insert>> >>% per annum above the base <<insert>> lending rate of <<insert>> time to time. Interest shall accrue <<insert>> on a daily basis fro <<insert>> ent until the actual date of payment <<insert>> of the overdue sum <<insert>> r judgment. Any interest due shall <<insert>> be payable when pa

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

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

7.1 Subject to Clause 8 <<insert>> undertakes to indemnify the Salon <<insert>> and keep the Salon <<insert>> indemnified from and against all actions, <<insert>> proceedings, claim <<insert>> including without prejudice to the <<insert>> generality of this pr <<insert>> the Salon on a solicitor and own- <<insert>> client basis), award <<insert>> er arising – directly or indirectly – <<insert>> as a result of any b <<insert>> ce by the Therapist of any of the <<insert>> Therapist's underta <<insert>> ligations under this Agreement or <<insert>> as a result of the <<insert>> its right under sub-Clause 2.1 to <<insert>> provide Beauty The

<<insert>> undertakes to indemnify the Salon <<insert>> indemnified from and against all actions, <<insert>> including without prejudice to the <<insert>> the Salon on a solicitor and own- <<insert>> er arising – directly or indirectly – <<insert>> ce by the Therapist of any of the <<insert>> ligations under this Agreement or <<insert>> its right under sub-Clause 2.1 to <<insert>>

7.2 Subject to Clause 8 <<insert>> undertakes to indemnify the Therapist <<insert>> and keep the The <<insert>> indemnified from and against all <<insert>> actions, proceeding <<insert>> s (including without prejudice to <<insert>> the generality of th <<insert>> s of the Therapist on a solicitor <<insert>> s howsoever arising – directly or <<insert>> and own-client bas <<insert>> -performance by the Salon of any <<insert>> indirectly – as a res <<insert>> der this Agreement.

<<insert>> undertakes to indemnify the Therapist <<insert>> indemnified from and against all <<insert>> s (including without prejudice to <<insert>> s of the Therapist on a solicitor <<insert>> s howsoever arising – directly or <<insert>> -performance by the Salon of any <<insert>> der this Agreement.

8. **Liability**

8.1 This Clause 8 limits <<insert>> the entire financial liability of each <<insert>> Party to the other:

<<insert>> the entire financial liability of each <<insert>>

8.1.1 for any breac <<insert>>

<<insert>>

8.1.2 under the in <<insert>>

<<insert>> en by each Party to the other; and

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8.1.3 for any repre
but not limite
of or in conn

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

8.2 Subject to sub-Cla
contract, tort (includ
or misrepresentation
that may be suffere
this Agreement.

ll 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

8.3 Nothing in this Agre
fraud or fraudulent m
death or personal in

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

8.4 Subject to Clause 8
contract, tort (includ
misrepresentation
Agreement for any
omissions or event
first of which begins
as is equal to <<in
payable to the Sald
period concerned o

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

8.5 Each indemnity set

ly only if the indemnified Party:

8.5.1 notifies the
aware of any

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

8.5.2 makes no a
Party's prior

ements without the indemnifying

8.5.3 makes all re
request;

ole to the indemnifying Party upon

8.5.4 provides all
request; and

to the indemnifying Party upon

8.5.5 allows the
litigation and

plete control over any relevant

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 T
sub-Clause 6.2 Fee
not a percentage of
sum shall be reduc
when the Salon's E
during any Salon's

o terminate this Agreement under
and the reasonable control of the
Salon's Business Hours unable to
not be in breach of this Agreement
able the Salon's Equipment and
period or periods, but where under
e particular sums are payable (i.e.
e Therapist's liability for each such
sis to take account of the period/s
s is not available to the Therapist
at cause.]

8.7 The limitations and

this Clause 8 are cumulative.

9. **Term and termination**

9.1 This Agreement s
thereafter [indefinite
the following.

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

9.2 Either Party may te

at any time on giving at least [four]

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weeks' prior notice
such termination.

but having to give any reason for

9.3 Without prejudice to
terminate, notwiths
have, in the followin

Clause 9.1, this Agreement shall
s and remedies the Parties may

9.3.1 either Party
Agreement
within <<ins
Party; or

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

9.3.2 either Party
compulsory
reconstructio
whole or any

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

9.4 The termination of
which have already

e without prejudice to any rights
Parties under this Agreement.

10. **Data Protection etc**

10.1 In this Clause, "Dat
time to time in the
including, but not lin
regulations made
Communications Re

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

10.2 All personal data t
processed, and he
Legislation, the rig
("Other Party"), an
Parties ("Third Pa
Principal Therapist

Party") may use will be collected,
accordance with Data Protection
on Legislation of the other Party
a Protection Legislation of Third
Clients or Salon's Clients, the

10.3 For complete detai
retention of persona
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
rmination; 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

ach Party and the arrangements

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between the Salon and the Therapist, and any other terms expressly set out in this Agreement, this Agreement does not constitute an offer to the other Party to provide services or any further contract, arrangement facilities

expressly set out in this Agreement, this Agreement does not constitute an offer to the other Party to provide services or any further contract, arrangement facilities

11.2 No continuing relationship shall be implied by this Agreement.

or implied by this Agreement.

11.3 Neither Party shall be liable to the other in any way, and neither Party shall be liable to the other for any liability for the other.

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

11.4 This Agreement is not subject to a mortgage, or charge, or other security interest, and neither Party shall assign, or otherwise delegate any of its rights hereunder, or its obligations hereunder, without the written consent of the Salon, such consent not to be unreasonably withheld.

. The Therapist may not assign, or otherwise delegate any of its rights hereunder, or its obligations hereunder, without the written consent of the Salon, such consent not to be unreasonably withheld.

11.5 This Agreement cannot be modified or varied in respect to its subject matter, and any modification or variation in writing signed by both Parties.

ement between the Parties with respect to its subject matter, and any modification or variation in writing signed by both Parties.

11.6 Each Party acknowledges that it is entering into this Agreement on any representation made by or on behalf of the other Party, and all such representations and warranties are true and correct.

to 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 true and correct.

11.7 No failure or delay in performance of this Agreement shall be deemed to be a waiver of any such failure or delay.

cising any of its rights under this Agreement, it shall not be deemed to be a waiver of that right, and no waiver by either Party of this Agreement shall be deemed to be a waiver of any other provision.

11.8 Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, or other relationship between the Parties, and no employment relationship between any Worker and the Salon, and no agent for or otherwise for the Worker.

d to create any partnership, joint venture, agency, or other relationship between the Parties, and no employment relationship between any Worker and the Salon, and no agent for or otherwise for the Worker.

11.9 The Parties do not intend this Agreement 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.

or 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.

or more of the provisions of this Agreement are found to be unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The 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 officer of that Party.

writing and be deemed duly given if signed by the Party or its authorised officer of that Party.

13.2 Notices shall be deemed to be given:

given:

13.2.1 when delivered to the recipient by a registered messenger or other messenger (including during off hours of the recipient); or

ier or other messenger (including during off hours of the recipient); or

13.2.2 when sent, if an email, and a return receipt is generated; or

and a return receipt is generated; or

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13.2.3 on the fifth
ordinary mail
In each case
e-mail address

g mailing, if mailed by national
sed to the most recent address or
arty.

14. Law and Jurisdiction

- 14.1 This Agreement (inc
therefrom or assoc
accordance with, th
- 14.2 Each Party irrevoca
claim between the
contractual matters
shall fall within the e

ual matters and obligations arising
e governed by, and construed in
ales.
pute, controversy, proceedings or
Agreement (including any non-
herefrom or associated therewith)
e courts of England and Wales.

<<insert list of items of equipment
therapy chair, mirror, toilet/kitchen
<<insert list of materials to be made
<<insert list of services to be provi
light, hot and cold water, towels, g
Salon staff, tea/coffee for clients>>

Therapist. e.g. suitable beauty
to use>>
eption, and waiting areas, heat,
eaning, waste disposal, use of

[<<insert Salon's completed Privac
[<<insert Therapist's completed Pr

IN WITNESS WHEREOF this Ag
before written

executed the day and year first

SIGNED by
.....
Director
for and on behalf of
<<Full company name of the Ther

ector of Therapist>>

EITHER

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

Name>>]

OR

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[SIGNED by

.....

Director

for and on behalf of

<<Full company name of the Salon>>

ector of Salon>>

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