

## Contractor doctor: can I contract direct if the agent is uncooperative?

Dear Contractor Doctor,

I am having a dispute with my agency. I am due for a contract renewal with the client and everything has been agreed, all the paperwork has been sent etc, the problem is that my agent has gone on holiday and won't be back until after my end date.

The contracts team at the client site say that I won't be able to start work without a valid contract, meaning the project will suffer and I will be financially out of pocket.

I eventually got in touch with the agent and voiced my anger but the agent will not cooperate. After a few heated words I hung up without improving my position. What should I do?

Thanks,

Jed

Contractor Doctor says:

There is one cardinal rule that governs any situation like this: no one has the right to prevent you from working.

If the agent you contracted with originally refuses to handle the contract, take it to another agent, or go direct with the client. If the client is uncomfortable working without an agent, then it shouldn't be hard to find another one to handle the matter. That is what agents do!

You may want to note some language in your contract which restricts you from working directly with the client. This is called a [restrictive covenant](#) clause, and, under normal circumstances, it would prevent you from going direct with the client or from finding another agent.

But this clause doesn't apply since the agent refuses to handle the job. You can't refuse work, but then say that no one else can have it either.

Says [David Royden](#), a lawyer specialising in contract law with Laytons Solicitors in Manchester: "The restrictive covenant is valid under normal circumstances. But it may only be used for the purpose for which it was designed. It cannot be used to restrict your right to work."

If for some reason you cannot find another agent to accept the work, go to a lawyer and have him contact the client. The lawyer can draft a contract for you and act as intermediary. He can also probably convince the client to accept the agreement, especially if he can talk to the company's legal department. It will cost you a bit--you know what happens when lawyers talk to lawyers--but at least you can save the contract.

“ The restrictive covenant cannot be used to prevent you from working ”

David Royden-Laytons Solicitors

You could also then ask the lawyer about holding the original agent responsible for your losses.

Good luck with your contracting!

Contractor Doctor

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