

Contractor Doctor: My client has asked me to move location - do I have to relocate?

Dear Contractor Doctor,

I am an IT contractor and my client is a major financial services firm in central Manchester. Because I'm based at my client's offices in the centre of the city, the location I agreed to when I signed the contract, it means my commute is fairly straightforward and not too costly.

However, my client has recently told me that I will have to start working out of their back-office location, which is a considerable car journey away and will take much longer and mean I incur significant additional travel costs. The city central office remains, the rest of the client's project team have not been asked to move and nor have other contractors working on site.

My client has asked me to move to a different location to the one I originally agreed – do I have to relocate?

Thanks

Neil

Contractor Doctor says:

"A contract is exactly that, an agreement to do whatever the contract says," explains [Roger Sinclair of Egos](#). "Neither party can dictate changes, although either party may request it and the other can say no."

Sinclair continues: "Faced with a 'no' answer, the party that unsuccessfully requested the change may consider its options, and these may include early termination of the contract, if the contract includes provisions for that."

According to Sinclair, as a starting point the contractor being asked to move should look to their contract paperwork first, reviewing the provisions both on the working location and on premature termination.

No address, no change?

"Even if the specific address is not specified in the original contract, what the client is proposing when asking the contractor to move location is still a change," says Sinclair. "So, depending what other provisions have been made in the contract regarding the contractor's location, the client's request will still amount to a request for the contract to be amended."

Unless the contents of the contract say otherwise, the client cannot simply instruct the contractor to start working from a different location, although the contractor may consider it advantageous to move for other reasons, for example to maintain a temporary workplace and continue to claim for travel and subsistence expenses, rather than [falling foul of the 24 month expenses rules](#).

Turn the change into an opportunity

So, if the contractor does not wish to move, they simply have to decide on a negotiating position to take, explains Sinclair. For example, this could be, 'I don't want to move at all, please choose someone else', or 'if the price is right, I'll move', or even 'I'll go look for another contract'. "Having made a choice of what stance to adopt in response to the client's request, the contractor's next step is to have a discussion with the client."

Sinclair urges contractors to consider a conciliatory stance, which could work in their favour: "Naturally, as with all negotiations, it helps to try and come across as taking a reasonable position. It's good to be seen to be doing so for reasons the client can understand, even if the client does not necessarily agree with the contractor, or if the contractor's position conflicts with the client's.

Usually, at the 'talking' stage, the strength, or otherwise, of the two sides' negotiating positions becomes clear. How easy would it be for the client to find a replacement? How easy would it be for the contractor to find a new contract?

Document any changes to avoid IR35 dangers

Whatever the outcome, Sinclair advises that if there is a change to the contract it would be wise to get it documented. "Creating a record of the exchange and any subsequent agreement is also a wise move from an [IR35](#) perspective. The contractor can show that the resulting scenario was as a result of a business negotiation discussed and agreed, and not a master imposing his will on a servant." This is important for [limited company contractors](#) who wish to avoid the contract potentially [falling inside IR35](#).

If the contractor cannot determine a clear picture for a way forward from the original contract,

which suggests that the paperwork was not properly thought through to begin with, Sinclair recommends seeking outside assistance. "Professional advice at this stage will clarify the options available to the contractor, highlight their relative strengths, and identify potential outcomes."

Good luck with your contracting!

Contractor Doctor

Published: Wednesday, July 07, 2010

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Roger Sinclair, Egos

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