

Can agencies change contractor contracts midstream?

Suppose, while you are in the midst of finishing a project, the client suddenly asks you to handle other work that is not necessarily included in the contract?

Managing Expectations

Typically, this will involve working some extra time, say a weekend, or putting some extra 'bells and whistles' onto something you had just about finished?

The key here is managing the client's expectations. You want to be reasonable—indeed you are legally required to provide reasonable services beyond what may be literally indicated in the contract. But you should make it clear to the manager you are working with that this is an extra, and that you aren't going to do it again unless you receive an additional fee.

Should the client not prove reasonable about this, you need to understand your position in law.

Mutual Agreement

The short answer is quite simple, as David Royden, a lawyer specialising in contract law with Layton's Solicitors in Manchester explains: "Contracts that are in force can only be changed by mutual agreement. Whatever the client may say, you have no obligation of any kind to accept changes to a contract in force."

The Whole Point of Contracts

The whole point of having a contract, as Royden explains, is to fix in legal terms what work is done for what consideration (that is, 'what work, for what hire'). All of the terms in a contract are there for the good reason of avoiding conflict in a working relationship.

"The reason that contracts become so complicated," Royden continues, "is because both parties attempt to envisage just how areas of conflict might arise in the contractual relationship and then attempt to forestall conflict by stating how that part of the relationship should work. The more that is agreed to in writing, the less chance of arguments while the project is underway."

So if a client asks you to perform additional tasks, you have every right to demand to revisit every area of the contract and make changes there too. "It's all part of a whole: there isn't one part that is obligatory and another part that isn't," Royden insists.

But You Have To Be Reasonable

With all that said, Royden urges contractors to be flexible and reasonable—within limits, of course! "You don't have to sacrifice your rights, but you are expected to make adjustments even going small amounts outside contract terms if the demands made by the client are reasonable."

Obviously, deciding what is reasonable can become very thorny, but British Law is by long tradition guided by common sense, and you should use yours. "Be firm, but be reasonable," says Royden, and that is a most useful adage for a contractor to live by.

Watch Out for Clauses that Allow Changes

Royden also reminds us to watch out for contracts that include clauses which permit changes. "Obviously, if your contract includes a clause saying that 'the fee may be reduced under this condition or that condition,' then you don't have the right to do anything about it." Contractors would be wise to weed such clauses out of their contracts, unless they feel for some reason that they are justified. "The same rule applies to you as to the agency: once you sign, you can't change it yourself," Royden adds.

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