

Dear GEHC Stakeholder

Where GEHC receives services provided by an Independent Contractor – operating via a Limited Company there are certain policies and practices in place on how the independent contractor or its representatives must be engaged.

Whilst these policies are accounted for at a company level if you are unable to account for these on a day to day operational level then this will need to be escalated to MBO Partners contact: Mark Stringer mstringer@mbopartners.com for further guidance.

RIGHT OF SUBSTITUTION

As GEHC has engaged in a business to business relationship with the Independent Contractor, in the event that the primary contractor is unable or unwilling to fulfill or perform the required services, they can send in a substitute resource to do so. This substitute is the contractor's responsibility to manage and pay and will need to have full security checks carried out prior to engaging (which would be the contractor's responsibility to action).

MUTUALITY OF OBLIGATION

GEHC has no obligation to offer its contractors work, and a contractor has no obligation to accept work. The contractor will need to agree to provide any additional services you would like to have completed outside of the deliverables already agreed, this would require a formal service arrangement to be added in the form of a new contract.

SERVICES PROVIDED

An independent contractor should be engaged purely for project focused work with a clear outline of set timescales. If there is an ongoing need, outside of a project, then consideration needs to be given to a permanent resource or a temporary member of staff on a PAYE basis (not independent contractor).

CONTROL

An independent contractor is an external specialist resource and should be engaged as such. GEHC has engaged the independent contractor for their specialist skill set and the contractor will be responsible for fulfilling its deliverables with limited input from GEHC stakeholders.

GEHC does not control **how** or **where** or **when** the independent contractor delivers the services unless there is a project need to be at a certain place at a certain.

IMMEDIATE TERMINATION

An independent contractor is a flexible resource utilised by GEHC and, as such, an immediate termination clause will be in place should GEHC decide they no longer need the independent contractor to provide those services.

ACCEPTANCE CRITERIA

As an independent contractor they are responsible for the delivery of the deliverables outlined in their contract. If these are done to a substandard level, then it is their responsibility to rectify these at their own cost. GEHC should not be releasing payment until these are achieved or should not be paying for additional time whilst the rectifications are taking place.

Please contact MBO Partners directly for further guidance.

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