**Letter of Substitution**

# Add/delete information in brackets as appropriate

[Name of consultancy company]

[Address]

[Date]

Dear Sir or Madam,

We refer to the contract for services between us, name of customer’s business, and name of consultancy company dated [date] (the **Agreement**), which we are very pleased to have agreed. This letter addresses a series of mutually acceptable practical arrangements arising from the Agreement. It is not intended to supersede the Agreement, purely to give effect to it.

**Operational logistics**

1. It is envisaged by the Agreement that [name of individual freelancer/contractor] will carry out consultancy services (the **Services**) for [name of customer’s business]
2. [consultancy company] will arrange with [name of customer’s business] for [name of individual freelancer/contractor] to be provided with all necessary access permissions and cards, security passwords, site instructions, etc.
3. [consultancy company] will ensure that [name of individual freelancer/contractor] signs an assignment of any intellectual property rights in their individual capacity, ahead of commencing work on the Services
4. [include anything else relevant to getting the freelancer/contractor set up to start providing the Services]

**Substitutes**

The Agreement makes clear, and we both accept and intend that [consultancy company] will at all times retain the responsibility for [name of individual freelancer/contractor], who will carry out the Services as directed and supervised by [consultancy company].

[consultancy company] has committed to ensuring continuity of Service to [name of customer’s business]. If, however, for any reason, [name of consultancy company] decides to exercise the right to appoint a Substitute, to perform activities currently proposed for fulfilment by [name of individual freelancer/contractor], we both agree that the following arrangements will apply:

1. [consultancy company] will ensure that the Substitute is suitably qualified and experienced to perform the Services in place of [name of individual freelancer/contractor] and will, so far as is reasonably practicable, procure and provide to [name of customer’s business], suitable evidence of Substitute’s qualifications and experience, as well as satisfactory references, before the substitution is put into effect. [name of customer’s business] will accept the substitution if this evidence and these references are in order
2. [consultancy company] will at all times be responsible for the supervision and direction of the Substitute and for ensuring that the terms of the Agreement are properly met
3. [consultancy company] will arrange with [name of customer's business] for the Substitute to be provided with all necessary access permissions and cards, security passwords, site instructions, etc.
4. [consultancy company] will ensure that the Substitute signs an assignment of any intellectual property rights in their individual capacity, just as [name of individual freelancer/contractor] was required to do ahead of commencing work on the Services
5. [include anything else relevant to getting the freelancer/contractor set up to start providing the Services]

**Attendance on-site and at meetings or other staff-related gatherings**

[consultancy company] will determine when it is appropriate for [name of individual freelancer/contractor] to attend [name of customer’s business’s] premises in order to perform the Services according to the Agreement, and [consultancy company] at all times remains responsible for ensuring its obligations under the Agreement are met. [consultancy company] will liaise with [name of customer’s business’s] relevant personnel to ensure that timetables and deliverables are fulfilled as the Agreement intended.

[consultancy company] has been contracted to perform the Services, but not to engage in wider general advice, strategic or other activities for [name of customer’s business]. As a result, [name of individual freelancer/contractor] (or any Substitute, if activated), will not attend [name of customer’s business’s] general staff meetings or any other staff-related gatherings that have no bearing on the delivery of the Services. The only meetings that [name of individual freelancer/contractor] will attend are those that are reasonably necessary for the timely and effective performance of the Services, to the standard, and according to the requirements, set out in the Agreement. [name of customer’s business] agrees to ensure that all of its relevant staff likely to be interacting with [name of individual freelancer/contractor] understand the circumstances under which [name of individual freelancer/contractor] has been engaged.

[consultancy company] undertakes to ensure that [name of individual freelancer/contractor] (and any Substitute) knows that if they are ever in doubt as the appropriateness of their attendance at a meeting or involvement in a particular activity for [name of customer’s business], they should immediately seek clarification from [consultancy company] who can raise this question with [name of customer’s business] so that we can both identify the right position to follow.

**Facilities and on-site resources**

For the avoidance of any doubt, both of us agree and confirm that none of the following rights or benefits will be offered or made available to [name of individual freelancer/contractor] (or any Substitute) appointed under the terms of the Agreement:

1. [list as appropriate]

Any expenses incurred by [name of individual freelancer/contractor] (or any Substitute) will be reimbursed, as appropriate, by [consultancy company] according to its usual practices and policies and/or according to the terms of the Agreement.

Once the Services have been delivered according to the terms of the Agreement, or in the event that work is halted (permanently or temporarily) ahead of completion, there is no expectation or intention between us that further work will materialise and/or that [name of individual freelancer/contractor] (or any Substitute) will continue to access [name of customer’s business’s] premises, facilities, systems, databases or anything else connected with [name of customer’s business]. The terms of the Agreement setting out the consequences of termination will of course apply.

We’re looking forward to working together.

Yours sincerely,

[Author Signature]

Date signed:

[Name of authorised person representing the Customer’s business]

[Title]

On behalf of [name of customer’s business]

Please sign below to indicate that you have read, understood and agree with the contents of this letter.

[Recipient Signature]

Date signed:

[Name of authorised person representing the consultancy company]

[Title]

On behalf of [name of consultancy company]

DATE: [date]