

Company Policies

Off Payroll Working Policy



Power Conversion, Control and Data
Renewables and Industry

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Off Payroll Working Policy

Opus Design Services Ltd is committed to operating as an entirely independent company with regard to the provision of services to our Clients. We will operate purely under a Client and Supplier business relationship.

Provision of our services will take place as work orders initiated through the use of purchase orders or written contracts.

Work orders from our Clients will be reviewed to ensure that these fall in line with this policy. Further contract negotiations and agreements may be required if there is a requirement for, or an indication of on payroll working with our Clients.

Unless otherwise agreed for specific service contracts we will operate in the following way:

1 Right of substitution and help

We reserve the right to substitute a worker on a particular project in case of illness or other reason. The substitute worker will operate with the agreement of our Client and will have similar skills to the original worker.

We also reserve the right to enlist the help of additional workers where necessary to allow successful completion of a project within technical and timescale objectives.

Any substitute workers or helpers will be paid for by ourselves.

2 Control


We will only deliver services within the project objectives through the use of work orders specified by a written purchase order or contract from the Client. Each work order will specify defined objectives to be provided within the project scope. We will not provide services for other projects without a new or revised work order.

We will work entirely separately from our Clients and at our discretion with regard to work location, hours of work and will decide how the work is implemented to achieve the requested deliverables within agreed timescales. We may be working for multiple Clients at any one time.

3 Mutuality of Obligation

Our Clients are not obliged to provide us with work at any time even when contracts come to an end.

There is no expectation for us to be paid for any other work other than that specified within the work order.

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4 Part and Parcel

We will operate entirely independently from our Clients such as not to become part of their organisation:


- All emails will use our own company email domain. Sub-groups within our email domain may be set up by us to provide convenient grouping of Client project emails.
- We will use our own company stationery and business cards as required.
- We will be only responsible for our own Staff and not those of our Clients.
- Site access using security passes or identification badges will indicate our Staff as temporary visitors.
- With the exception of Health and Safety policies, there will be no contractual obligation to adhere to our Clients Staff working policies or procedures.
- Our own work equipment such as computers, software and test instruments will be used at all times where possible and practical. The exception is specialist equipment specific to defined processes within the work package scope.
- Services will be invoiced as agreed at the point of order and it is expected that these will be normally paid according to the agreed work order or our own Terms and Conditions of Sale. We fully expect delays to payment if the services provided fall short the deliverables agreed in the work order due to our own negligence.
- We will correct work errors due to our negligence at our own time and expense.
- We will provide a reasonable level of professional insurance cover with respect of damages due to our own negligence.

5 Intention

Client work orders must imply the intention of both parties to create a standard Client and Supplier business relationship.

Dr Adrian West
Managing Director

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