

### **EGMS Launches a New Business Enhancer for the Public and Private Sectors**

EGMS are pleased to announce the launch of a new service designed to save business-operating costs whilst providing access to high quality procurement resources **without** the need to employ expensive Interim support. This new service sits outside IR 35, providing maximum flexibility for you to tap into our skills as and when you need them.

You can now take advantage of a bespoke procurement shared service programme where we deploy a range of skills and resources without you having to employ additional separate interims or consultants.

#### **What's different?**

Shared Services is often seen as a way of reducing overheads and gaining purchase leverage but the traditional arrangements that focus on leveraging volume transactional processes to generate client savings do not provide flexibility in procurement resources. Our approach at EGMS is to offer a model that provides a shared professional procurement resource rather than a transactional service.

In short, the EGMS team acts as an extension of your own procurement team – to be called upon when needed. Few businesses fully utilise all of their staff every day and natural peaks and troughs in demand occur, resulting in over and under resourced periods each year. Our service is designed to help you smooth out the peaks and troughs. It allows you to maximise the internal procurement team's productivity and also to compensate for skills shortages, with skills transfer, or to ease staff overload situations.

#### **Why EGMS?**

EGMS have built an enviable reputation in both the Public and Private sectors for delivering programmes at reasonable costs. We are recognised for our relationship management skills and the ability to operate at all levels within our client's organisation.

EGMS are able to reduce costs to all of our clients as resources are shared across multiple Clients and projects, meaning each client only pays for the work done and not for a full time member of staff or an expensive interim. Experience indicates that much of the day-to-day work can also be completed off site which reduces procurement's footprint on the organisation's estate profile.

#### **EGMS Resources**

As a participating client, you will have access to the following range of high quality procurement and support function skills:

- A LL.M (EU Commercial Law) qualified procurement practitioner
- FCIPS and MCIPS qualified senior procurement practitioners
- Commercial French skills
- Experienced IT Hardware and Software category managers
- Qualified Commercial legal support

- Professional services specialists
- Contract Management and SRM professionals
- Health and social care procurement specialists
- Programme management
- Procurement analytics
- Financial management (up to fully qualified accountant level if required)
- HR procurement specialists
- Sales and Marketing Support – we recognise that the procurement function is often embedded in sales and marketing activities
- Payment solutions and ecommerce specialists
- Digital transformation, including Artificial Intelligence (AI) and Internet of Things (IoT) specialists

### **EGMS and IR 35**

The Government's tightening of IR 35 rules and recent case law relating to workers' rights means that all organisations are required to ensure that services supplied with a Human Resource element comply with the IR 35 rules or can demonstrate that these rules do not apply to the service being purchased. EGMS have tested our service against the criteria for exemption and can confirm that it is accepted as being outside of IR 35. To maintain this exemption we will introduce the following pre-requisites in each contract we undertake:

**Defined provision of services** – EGMS will agree exactly what work is entailed with the Client prior to the contract commencing. Each part of the service to be provided will be described in detail in the contract together with some expression of the desired outcome of the parts of service and the service as a whole.

**Control** – EGMS will not be directed, supervised, or controlled by a Client or their representative but will concentrate on meeting pre-agreed KPIs and contractual outcomes. .

**Substitution** – EGMS will be permitted, as part of the contract, to bring in a suitably qualified person to complete work or parts of work under an EGMS sub-contract arrangement.

**Mutuality of obligation** – any additional work done outside of the Defined Provision of Services will be covered by a separate contract and agreement. EGMS will not be obliged to do additional work for the Client's organisation and the Client will not be obliged to offer EGMS any more work in addition to what has been agreed in advance.

**Contract termination** – the contract should be for a defined project and the contract should end when the defined project has been completed to the contracting organisation's satisfaction. The contract covering the work will be based around a realistic and estimated timeframe in which the work can be completed.

**Financial risk** – EGMS will:

- Hold professional indemnity insurance,
- Have a service level agreement in place with the Client as a schedule in the contract
- Agree to remedial work in the rare situation where EGMS may have misinterpreted the clients requirement.

**Payment** – EGMS will invoice the Client, including VAT using the Client’s payment terms (unless agreed differently in advance). The billing arrangement may be by the hour, by the day, or by the project.

**Exclusivity** – EGMS will not be impeded by the Client from working for other companies during the term of the contract.

**Equipment and premises** – EGMS will provide its own equipment used on a job and will use its own email address. EGMS will keep receipts for the equipment it uses to demonstrate that EGMS are in charge of upkeeping and maintaining their equipment. Where the Client requires EGMS to use their equipment to access sensitive information, this will be written into the contract.

**Intention** – EGMS, through the Contract and any letter of engagement, demonstrate that EGMS and the Client are separate and that there is no employer-employee relationship.

**Contracts** – EGMS will work with the Client to ensure the contract is aligned to IR35 requirements.

For more information or to discuss how we might help you please contact:

Ian Clarke CEO

Email: [ian.clarke@excaliburgms.com](mailto:ian.clarke@excaliburgms.com)

Telephone: 07970 436444

Web Site: [www.excaliburgms.com](http://www.excaliburgms.com)