



OPT OUT NOTICE AND AGREEMENT

From:

**(1) The Supplier:
Registered Office:**

**(2) The Worker:
Address:**

together called the "Applicants", and referred to as "we", "us", "our" and "ours". For the purposes of this Notice "Applicants" includes the Worker and the Supplier unless specifically stated or qualified otherwise

To:

The Recruitment Company: CDM Recruitment Limited

Address: 16 Blue Sky Way, Monkton Business Park, Hebburn, Tyne & Wear, NE31 2EQ

referred to as "you", "your" and "yours" and all branch offices of you and for the purposes of this Notice, includes any subsidiary or associated company (as defined by s.736 Companies Act 1985) of yours

Notice Date:

WHEREAS:

- A. The Supplier is a limited company work-seeker and the Worker is a person who is or would be supplied by the Supplier as set out in Regulations 32 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the "Regulations").
- B. The Recruitment Company operates as an agency or an employment business as defined by the Regulations.
- C. There is provision in the Regulations for limited companies, and persons supplied by limited companies, to opt out of the Regulations and thereafter not be considered work-seekers within the Regulations.
- D. The Applicants wish to opt out of the Regulations in accordance with Regulation 32 (9) of the Regulations with the intention that none of the Regulations shall apply to any dealings between the Applicants, or either of them, and the Recruitment Company whilst this notice remains in force.

Notice and Agreement

1. We, the Applicants, hereby give notice to you that we have agreed that the Regulations should not apply to any dealings between you and us unless and until we give you further notice that our first notice is withdrawn, in accordance with the Regulations.
2. We confirm that this Notice is given freely and that you have not made the provision of work finding services by you conditional upon the giving of this Notice.
3. We recognise in giving this notice that none of our dealings in relation to you will be determined by the Regulations and that your agreement to deal with us upon this basis represents a benefit to us in enabling us to organise our affairs without any obligation restriction or definition which may be implied as affecting us by reason of the Regulations or in our dealings with you ("the Benefit").
4. In consideration of the Benefit the Supplier, and the Worker, each separately and distinctly agree, with effect from the Notice Date, to indemnify you and keep you indemnified against any loss suffered by you as a result of either or both of us seeking to enforce any term against you under the Regulations or based on upon an alleged breach of the Regulations by you.
5. This Notice is governed by English Law and shall be subject to the jurisdiction of the English Courts.

Signed for and on behalf of the Supplier..... Date.....

Signed by the Worker..... Date.....

