OPT OUT AGREEMENT//

**The Conduct of Employment Agencies and Employment Businesses  
Regulations 2003 (“Regulations”)**

Regulation 32 covers the “Application of the Regulations to work-seekers which are incorporated” and Regulation 32 (9) provides for limited companies and those workers whose services they supply, to opt out of the Regulations. NES Fircroft considers it is inconsistent for the arrangements between an agency and a limited company for the supply of individual workers to be subject to the terms of the Regulations as the Regulations imply, they are applicable to workers who act ‘*for and under the control*’ of the End-User.

You should consider taking your own advice to decide whether to opt out as a precaution to avoid any suggestions that by not doing so, Contractor and/or Personnel have conceded they do act ‘for and under the control’ of the End-User. Any contract with NES Fircroft is not conditional upon Contractor or the Personnel agreeing to opt out of the Regulations. If you the Contractor (a limited company) and the Personnel (the worker) to be supplied to undertake the Services wish to opt out, you should sign this Opt-Out Agreement.

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| PART A – DETAILS OF THE PARTIES | |
| **Name of Contractor (limited company):** | **INSERT HERE** |
| **Name of Personnel (individual worker):** | **INSERT HERE** |
| **NES Fircroft Office/Region** | UK |

1. This Opt-Out Agreement is supplementary to the Assignment Contract between the NES Fircroft company executing the Contract Offer Letter (the Agency) and the Contractor.
2. The Contractor and Personnel acknowledge that it is their intention that the provisions of the Regulations do not apply to the provision of the Services (the Assignment) or to any future assignments that may be agreed between the Agency and the Contractor.
3. Personnel is free to withdraw from this Opt-Out Agreement at any time on giving not less than four week’s written notice to the Agency. However, where such notice is given during an assignment, such notice will not take effect until the Personnel stops working on the current Assignment.

We the undersigned, prior to our supply to any End-User have read, understood and agree to be bound by the terms of this Opt-Out Agreement. We understand that by signing this Opt-Out Agreement we agree that the provisions of the Regulations will continue to not apply throughout our dealings with NES Fircroft and that we have freely entered into this Opt-Out Agreement.

**ALL PERSONNEL MUST COMPLETE PART B:**

|  |  |
| --- | --- |
| PART B – BY PERSONNEL | |
| **Signed for on behalf of personnel** | **INSERT HERE** |
| **Date** | **INSERT HERE** |

**THE CONTRACTOR (LIMITED COMPANY) MUST COMPLETE PART C. IF THE PERSONNEL IS EMPLOYED BY AN UMBRELLA COMPANY, THE UMBRELLA COMPANY MUST COMPLETE PART C.**

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| PART C – BY LIMITED OR UMBRELLA COMPANY | |
| **Signed for on behalf of contractor** | **INSERT HERE** |
| **Position** | **INSERT HERE** |
| **Date** | **INSERT HERE** |

RETURN COMPLETED OPT OUT AGREEMENT TO [OPTOUT@NESFIRCROFT.COM](mailto:OPTOUT@NESFIRCROFT.COM)