

Limited Company Opt Out Notice

From:

(1) **The Supplier:**
Address:

(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: Sand Resources. A division of InterQuest Group
(UK) Limited Address: 16-18 Kirby Street, London, EC1N 8TS**

Referred to as "you", "your" and "yours" and all branch offices of you. 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 a work-seeker 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. This notice is given on the notice date above and, with the exception of clause 5, which shall apply immediately in all cases, shall apply from the later of the 6th of July 2004 or the notice date (the "Effective Date").
- 2. 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not apply to any dealings between you and us unless and until we give you further notice that our first notice is withdrawn, in accordance with the Regulations.
- 3. 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.
- 4. 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").
- 5. In consideration of the Benefit, the Supplier and the Worker each separately and distinctly agree, with effect from the notice date, to indemnify you against any loss suffered by you as a result of us seeking to enforce any term against you under the Regulations, or based upon an alleged breach of the Regulations by you.
- 6. 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

.....
Signed by the Worker

.....
Date

.....
Date