

ROCKETPAYE

OPT-OUT POLICY (CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES REGULATIONS 2003)

1. ABOUT THIS POLICY

1.1 This policy deals with the company's policy in relation to the opting out by Umbrella staff and the company from the provisions of the Conduct of Employment Agencies and Employment businesses Regulations 2003 (often called the 'Conduct Regulations'). It applies equally in relation to the opting out by CIS and other freelance workers and the company from these provisions.

1.2 This policy applies to the way in which the company ensures that its Umbrella staff have freedom to choose whether or not to exercise such rights as they may have to opt out of these regulations.

1.3 This policy does not form part of any employee's or worker's contract of employment or engagement and we may amend it at any time.

2. PRINCIPLES

2.1 The Conduct Regulations apply to Employment Agencies and Employment businesses placing workers with clients. For these purposes, the agencies with which we deal will generally be in the payment chain, and so will be classified as 'employment businesses'. We ourselves may sometimes also fall into that category.

2.2 The Conduct Regulations include provisions permitting a work-seeker which is a company (this means us) and the individual who will do the work (this means the worker) to agree that the provisions of the Conduct Regulations will not apply to a particular engagement through an agency – otherwise described as 'opting out'.

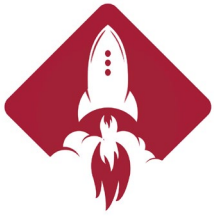
2.3 Opting out can only apply between (a) a company (us) and a worker, and (b) an agency – it can never apply as between (a) us, and (b) a worker.

2.4 These provisions permitting opting out do not apply in the case of an individual working with vulnerable persons (defined as 'any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen'). This exception, for example, will generally apply in the case of medical staff, social workers, and teaching staff - none of these can opt out.

2.5 Our employment or engagement contract for Umbrella staff includes a provision stating that the worker, as a default position, wishes to opt out, where opting out is legally permitted; but this default position may be overridden, on an assignment-by-assignment basis. The same applies to the hire-on contracts in the Egos package, for use between Umbrella and agency.

2.6 An agency may not lawfully require a worker to opt out as a condition of providing their work-finding services, and indeed it would be rare for opting out to be in the individual's best interests.

2.7 We should therefore find out from each worker (assuming (s)he will not be working with 'vulnerable persons'), on an assignment by assignment basis, whether



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or not (s)he wishes to opt out; and we should support the worker's decision.

2.8 This means that we should confirm to the agency on an assignment-by-assignment basis whether or not we and the worker have agreed to opt out. If opting out, to be effective, this confirmation must be notified to the agency (and by the agency to the client) before the worker is introduced or supplied to the client.

2.9 The agency contract should be checked before signing, to ensure that the contract does not itself contain any provisions purporting to agree to opt out which might conflict with the worker's wishes.

2.10. Our Employee (or Work) Assignment Schedule, which is given to the worker for each assignment, contains provision indicating whether the individual wishes to opt out for that assignment. This should be completed appropriately.

2.11. Where the Egos contract is used between Umbrella and Agency, the Assignment Schedule contains a similar provision. This should be completed appropriately.

2.12. If a worker, who has previously notified us that (s)he wants to opt out, tells us that (s)he wishes to withdraw that opt out, and in the future opt in, we should tell the agency straightaway; however, the opt out will remain in force until the worker ceases to work in that position for that client.

2.13. Likewise, if a worker, who has previously notified us that (s)he **does not** to opt out, tells us that (s)he wishes to opt out, and in the future opt out, we should tell the agency straightaway; however, the 'opt in' will remain in force until the worker ceases to work in that position for that client.

2.14. The default provisions in our documentation are:

- hire-in contracts with workers: we are entitled to assume the worker wishes to **opt out**, and to tell the agency this, unless the worker tells us otherwise; and
- hire-on contracts with agencies: the agency is entitled to assume that we and the worker choose to **opt out**, unless we tell the agency otherwise.

Therefore, if a worker **does not wish to opt out**, the worker must tell us.