

SCHEDULE 2

OPT OUTS OF ADDITIONAL AND OUT OF HOURS SERVICES

Opt outs of additional services: general

1.—(1) In this Schedule –

“opt out notice” means a notice given under sub-paragraph (5) to permanently opt out or temporarily opt out of the provision of the additional service;

“permanent opt out” in relation to the provision of an additional service that is funded through the global sum means the termination of the obligation under the contract for the contractor to provide that service;

“permanent opt out notice” means an opt out notice to permanently opt out;

“preliminary opt out notice” means a notice given under sub-paragraph (2) that a contractor wishes to temporarily opt out or permanently opt out of the provision of an additional service;

“temporary opt out” in relation to the provision of an additional service that is funded through the global sum means the suspension of the obligation under the contract for the contractor to provide that service for a period of more than six months and less than twelve months and includes an extension of a temporary opt out and shall be construed accordingly; and

“temporary opt out notice” means an opt out notice to temporarily opt out.

(2) A contractor who wishes to permanently or temporarily opt out shall give to the Board in writing a preliminary opt out notice which shall state the reasons for wishing to opt out.

(3) As soon as is reasonably practicable and in any event within the period of 7 days beginning with the receipt of the preliminary opt out notice by the Board, the Board shall enter into discussions with the contractor concerning the support which the Board may give the contractor, or concerning other changes which the Board or the contractor may make, which would enable the contractor to continue to provide the additional service and the Board and the contractor shall use reasonable endeavours to achieve this aim.

(4) The discussions mentioned in sub-paragraph (3) shall be completed within the period of 10 days beginning with the date of the receipt of the preliminary opt out notice by the Board or as soon as reasonably practicable thereafter.

(5) Subject to sub-paragraph (9), if following the discussions mentioned in sub-paragraph (3), the contractor still wishes to opt out of the provision of the additional service, he shall send an opt out notice to the relevant Board.

(6) An opt out notice shall specify –

(a) the additional service concerned;

(b) whether the contractor wishes to –

(i) permanently opt out; or

(ii) temporarily opt out;

(c) the reasons for wishing to opt out;

(d) the date from which the contractor would like the opt out to commence, which must –

(i) in the case of a temporary opt out be at least 14 days after the date of service of the opt out notice, and

(ii) in the case of a permanent opt out must be the day either three or six months after the date of service of the opt out notice, and

(e) in the case of a temporary opt out, the desired duration of the opt out.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

(7) Where a contractor has given two previous temporary opt out notices within the period of three years ending with the date of the service of the latest opt out notice (whether or not the same additional service is concerned), the latest opt out notice shall be treated as a permanent opt out notice (even if the opt out notice says that he wishes to temporarily opt out).

(8) Paragraph 2 applies following the giving of a temporary opt out notice and paragraph 3 applies following the giving of a permanent opt out notice or a temporary opt out notice which pursuant to sub-paragraph (7) is treated as a permanent opt out notice.

(9) No temporary opt out notice may be served by a contractor prior to 1st April 2004.