

# **OPT-OUT OF 48 HOUR WORKING WEEK AGREEMENT.**

# 1. **DEFINITIONS**

1.1.In this Agreement the following definitions apply:-

| Assignment          | Means the period during which the Worker is engaged to render services to the Client. |
|---------------------|---|
| Client              | Means the person, firm or corporate body engaging the services of the Worker.         |
| Employment Business | Means integrity plus Itd of suite 1, Mill Lane, Donington,<br>Spalding, PE11 4TL.     |
| Temporary Worker    | Means [insert name]   |
| Working Week        | Means an average of 48 hours each week calculated over a 17 week reference period.    |

- 1.2.References to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

## 2. **RESTRICTION**

2.1.The Working Time Regulations 1998 provide that the Employee shall not work in excess of the Working Week unless he agrees in writing that this limit should not apply.

#### 3. CONSENT \*Delete which is not appropriate

3.1. The Employee hereby agrees that the Working Week limit \*shall/shall not apply.

#### 4. WITHDRAWAL OF CONSENT

- 4.1. The Employee may end this Agreement by giving one week notice in writing.
- 4.2.For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as notice of termination by the Employee.
- 4.3.Upon the expiry of the notice period set out in clause 4.1 the Working Week limit shall apply with immediate effect.

## 5. THE LAW

5.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

| Signed by the Employee | Date |
|------------------------|------|

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