

## 48 HOUR OPT OUT AGREEMENT (PRE AWR)

### 1. DEFINITIONS

1.1. In this Agreement the following definitions apply:

<b>“Assignment”</b>	means the period during which the Temporary Worker is supplied to provide services to the Client;
<b>“Client”</b>	means the person, firm or corporate body using the services of the Temporary Worker;
<b>“Employment Business”</b>	Clinical Employment Services Ltd of Units 31-33 Freetrade House, Lowther Road, Stanmore, HA7 1EP;
<b>“Temporary Worker”</b>	means [name of temporary worker]; ----- and
<b>“Working Week”</b>	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

The Working Time Regulations 1998 (as amended) provide that the Temporary Worker shall not work on an Assignment with the Client in excess of the Working Week unless s/he agrees in writing that this limit should not apply.

### 3. CONSENT

The Temporary Worker hereby agrees that the Working Week limit shall not apply to the Assignment.

### 4. WITHDRAWAL OF CONSENT

4.1. The Temporary Worker may end this Agreement by giving the Employment Business 3 months notice in writing.

4.2. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Temporary Worker of an Assignment with a Client.

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

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

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*Signed by the Temporary Worker*

Date \_\_\_\_\_