

48 HOUR OPT OUT AGREEMENT

1. DEFINITIONS

1.1. In this Agreement the following definitions apply:

“Agency Worker”	means _____;
“Assignment”	means the period during which the Agency Worker is supplied to provide services to the Client;
“Client”	means the person, firm or corporate body using the services of the Agency Worker;
“Employment Business”	means St David Recruitment Services, (registered company number 4360561 of 790 Newport Road, Cardiff CF3 4FH; and
“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

The Working Time Regulations 1998 (as amended) provide that the Agency 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 Agency Worker hereby agrees that the Working Week limit shall not apply to the Assignment.

4. WITHDRAWAL OF CONSENT

4.1. The Agency Worker may end this Agreement by giving the Employment Business three 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 Agency 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

This Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed by the Agency Worker

Date _____