



48 Hour Opt Out Agreement (for use with Terms Engagement of Temporary Workers)

1. Definitions:

1.1. In this opt out agreement the definitions apply:

“Temporary Worker” means the person supplied to provide services to the client

“Assignment” means the period which the Temporary Worker is supplied to provide services to the client

“Client” means the person, firm, or corporate body using the services of the Temporary Worker

“Employment Business” means Essential Recruitment registered company No. 4646287

“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 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:

3.1. The Temporary Worker hereby agrees 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 7 days 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 the 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. Law

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