

48- Hour Opt-Out Agreement

1. DEFINITIONS

1.1. In this Agreement the following definitions apply:

- “Employee” means
- “Employer” means MTR Group Recruitment Ltd of G20 & G21, Unity House, Westwood Park, WN3 4HE, Wigan
- “Working Week” means an average of 48 hours in each seven day period 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 s/he agrees in writing that this limit should not apply.

3. CONSENT

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

4. WITHDRAWAL OF CONSENT

- 4.1. The Employee may end this Agreement by giving 1 weeks’ notice in writing and can opt-back in again providing a new form is completed.
- 4.2. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as notice of termination of employment 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. This Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed: _____

Date: _____