

OPT-OUT OF 48 HOUR WORKING WEEK ARRANGEMENT

1. DEFINITIONS

1.1 In these Terms of Engagement the following definitions apply:-

“Assignment” means the period during which the Temporary Worker is supplied to render services to the Client;

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

“Employment Business” means First Choice Advantage LLP t/a First Choice Recruitment, 22 Silver Street, Wakefield, WF1 1UY

“Working Weeks” means an average of 48 hours each week calculated over a 17-week reference period;

“Temporary” means: COMMERCIAL

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The heading contained in these Terms is 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 he agrees in writing that this limit should not apply.

3. CONSENT

3.1 The temporary worker hereby agrees that the working week limit shall not apply to this assignment.

4. WITHDRAWAL OF CONSENT

4.1 The temporary worker may end this agreement by giving the employment business two weeks 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 3.1 the working week shall apply with immediate effect.

5. THE LAW

5.1 These Terms are governed by English law and are subject to the exclusive jurisdiction of the English Courts.

I would like to work more than 48 hours:

I would NOT like to work more than 48 hours:

Please highlight or put an X in your chosen answer.

Signed: **Date:**