



Opt-Out of 48 Hour Working Week Agreement

1. DEFINITIONS

1.1. In this Agreement the following definitions apply:-

“Employer”	means Maxim Healthcare of Suite 2, 19a Cheapside, Wakefield WF1 2SD
“Employee”	means the signed below
“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 Employee shall not work in excess of the Working Week unless 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 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 notice of termination 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. These Terms are governed by the law of England & Wales, Scotland & Northern Ireland and are subject to the exclusive jurisdiction of the Courts of England & Wales/Scotland/Northern Ireland.

Signed by the Employee _____

Date _____



Opt-Out of 48 Hour Working Week Agreement

6. DEFINITIONS

6.1. In this Agreement the following definitions apply:-

“Employer”	means Maxim Healthcare of Suite 2, 19a Cheapside, Wakefield WF1 2SD
“Employee”	means the signed below;
“Working Week”	means an average of 48 hours each week calculated over a 17 week reference period.

6.2. References to the singular include the plural and references to the masculine include the feminine and vice versa.

6.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

7. RESTRICTION

7.1. The Working Time Regulations 1998 provide that the Employee shall not work in excess of the Working Week unless he agrees in writing that this limit should not apply.

8. CONSENT

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

9. WITHDRAWAL OF CONSENT

9.1. The Employee may end this Agreement by giving 3 months notice in writing.

9.2. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as notice of termination by the Employee.

9.3. Upon the expiry of the notice period set out in clause 4.1 the Working Week limit shall apply with immediate effect.

10. THE LAW

10.1. These Terms are governed by the law of England & Wales, Scotland & Northern Ireland and are subject to the exclusive jurisdiction of the Courts of England & Wales/Scotland/Northern Ireland.

Signed by the Employee _____

Date _____