

D. 48 HOUR OPT OUT AGREEMENT

For use with Terms of Engagement of Temporary Workers

1. DEFINITIONS

1.1. In this Agreement the following definitions apply:-

“Assignment”	means the period during which the Worker is engaged to render services to the Client;
“Client”	means the person, firm or corporate body engaging the services of the Worker;
“Employment Business”	means UK AGRO SOLUTIONS LTD
“Temporary Worker”	means _____
“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 that 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 *[specify period]* 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 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] (**delete as applicable*) and are subject to the exclusive jurisdiction of the Court of [*England & Wales/Scotland/Northern Ireland] (**delete as applicable*).

Signed by the Temporary Worker

Date _____

Note: *It should be noted that the Employment Business cannot require the Temporary Worker to give in excess of three months' notice of terminating this Agreement.*

Where a Temporary Worker signs an agreement to disapply the average 48 hour Working Week in relation to an Assignment, the Employment Business will nonetheless be obliged to maintain up to date records which include:

- (i) *the identity of each Temporary Worker who has agreed that the 48 hour working limit should not apply in his case;*
- (ii) *set out in the Agreement any terms on which the Temporary Worker has agreed that the 48 hour working limit should not apply; and*
- (iii) *record the number of hours worked by the Temporary Worker for the Employment Business during each 17-week period starting with the date on which the Agreement is signed.*

The Employment Business shall also be obliged to allow the enforcing authority of the Working Time Regulations to inspect those records on request and provide any such person with any information requested regarding a Temporary Worker who has agreed that the 48 hour working week limit should not apply in relation to him.