

## OPT-OUT OF 48 HOUR WORKING WEEK AGREEMENT

### 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 GPW Design Services Limited of Worsley House, North Road, St Helens, WA10 2BL
- "Temporary Worker" means the Contractor as specified in the Conditions of Engagement of Temporary Worker, reference T4P/03/03 & T5P/03/03
- "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 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 notice in writing at any time.
- 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 English law and are subject to the exclusive jurisdiction of the English Courts.

T9/03/03

