

## 48- Hour Opt-Out Agreement

### 1. DEFINITIONS

1.1. In this Agreement the following definitions apply:

“Employee”	means
“Employer”	means Swann Recruitment Ltd
“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 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 4 weeks’ notice in writing and can opt-back in again providing a new agreement is signed.

4.2. There is no restriction on the number of times you can opt in or out of this agreement as long as the required notice is given.

4.3. 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.

4.4. 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: \_\_\_\_\_

Date: 12 May 2022