

Opt-Out Of 48 Hour Working Week Agreement

1. DEFINITIONS

1.1. In this Agreement the following definitions apply:-

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| “Employment Business” | means New Directions Education Ltd of 1 st floor Harlech Court, Bute Terrace, Cardiff, CF10 2FE |
| “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 Worker 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 Worker hereby agrees that the Working Week limit shall not apply.

4. WITHDRAWAL OF CONSENT

4.1. The Worker may end this Agreement by giving one month’s 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 Worker.

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 and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed by the Worker

Date _____

When we collect any personal data, we need to provide transparent information on what we do with that data. This is called a Privacy Notice. Our Privacy Notice is now live on all of our websites. It can be viewed at <https://www.new-directions.co.uk/privacy-policy/>