

ADDITIONAL DOCUMENT E – 48 HOURS OPT OUT AGREEMENT

1. DEFINITIONS

1.1 In this Agreement the following definitions apply:

- “Agency Worker”** Your Name: _____
- “Assignment”** means the period during which the Agency Worker is supplied to provide services to the Client;
- “Client”** means the person, firm or corporate body using the services of the Agency Worker;
- “Employment Business”** means Larkspur Group Ltd,
Registration Company Number 14858261,
Of Unit 9a Brogdale Farm, Brogdale Road, Faversham,
Kent, ME13 8XZ
- “Working Week”** means an average of 48 hours each week, calculated over a 17-week reference period.

2. RESTRICTION

The Working Time Regulations 19 as amended provide that the Agency Worker shall not work on an Assignment with the Client in excess of the Working Week unless they agree in writing that this limit should not apply.

3. CONSENT

The Agency Worker hereby agrees that the Working Week limit shall not apply to the Assignment.

4. WITHDRAWAL OF CONSENT

- 4.1. The Agency Worker may end this Agreement by giving the Employment Business 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 termination by the Agency 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

The Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England and Wales.

Signed by the Agency Worker: _____

Date: _____