



48 Hour OPT OUT Agreement (PAYE Only)

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1. DEFINITIONS

1.1. In this Agreement the following definitions apply:

“Assignment”	means the period during which the Temporary Worker is supplied to provide services to the Client;
“Client”	means the person, firm or corporate body using the services of the Temporary Worker;
“Employment Business”	means Kgee Health Care Services Ltd, of 56, Lenthall Avenue, Grays RM17 5AT;
“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

The Working Time Regulations 1998 (as amended) 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

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 3 months 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

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales



**Conduct Regulations
OPT OUT Notice**
(Limited/Umbrella Company Contractors Only)

NOTE TO LIMITED COMPANY CONTRACTOR: Limited company contractors can opt out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003. If, you, the Contractor, and the Individual to be supplied to do the work wish to opt out of the Conduct Regulations, please read this form carefully. It is recommended that you take independent legal advice so that you know what the opt-out means for you.

1. This Opt Out Notification is supplemental to the agreement ("the **Agreement**") between Coyle Personnel Ltd and the Contractor. The terms used in this notification shall have the same meaning as those defined in the Agreement.
2. The Contractor and the Individual acknowledge that it is their intention that the provisions of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the "**Conduct Regulations 2003**") do not apply to any assignment agreed between the Parties.
3. The Parties have freely entered into this Opt Out notification.
4. Further that the Contractor and the Individual are free to withdraw from this Opt Out notification at any time by giving not less than one month's written notice to Kgee Health Care Services Ltd. However, where notice is given during an Assignment it will not take effect until the Individual stops working in that Assignment and commences a new assignment.

I the undersigned have read, understand and agree to be bound by the terms of this Opt Out notification. In particular, I understand that by signing this Opt Out notification I am agreeing that the provisions of the Conduct Regulations 2003 shall not apply to any assignment agreed between the Parties.