

Employee name
Employee address

Date of document

Dear Employee name

INDIVIDUAL AGREEMENT TO OPT OUT OF THE 48 HOUR MAXIMUM WEEKLY WORKING TIME LIMIT UNDER THE WORKING TIME REGULATIONS 1998.

This agreement is made between company name ('the Employer') and Employee name ('the Employee').

The Working Time Regulations 1998 provide that a worker shall not work more than 48 hours in any seven day period (including overtime) averaged over a 17- week period of work ('the Working Time Limit').

The Employee, by consent, agrees that the Working Time Limit shall not apply to their employment contract and that this agreement will remain in place in the event that any amendments are made to their hours of employment.

The Employee acknowledges that the Employer may require the Employee to work more than the Working Time Limit.

The Employee agrees, in order for the Employer to comply with its obligations to maintain accurate records of working time, to comply in a comprehensive and timely manner with the Employer's time recording procedures as advised to the Employee from time to time.

The Employee understands that if they wish to terminate this agreement then they may do so by giving the Employer Notice months' written notice ('the Notice') of their decision to withdraw their consent.

The parties agree that the Notice:

1. shall not be regarded as terminating the Employee's contract of employment;
2. shall not constitute a grievance raised by the Employee; and
3. shall, on expiry of the Notice, immediately bring this agreement to an end and thereafter the Working Time Limit shall apply.

Yours sincerely

Name signing
Job title1

By executing and delivering this letter as a deed, I agree that the Working Time Limit as defined in this agreement shall not apply to my employment with **company name** and that I willingly agree to such working arrangements where it becomes necessary for my average working time to exceed the Working Time Limit.

Signature:	<hr/>
in the presence of:	<hr/>