

48 HOUR OPT OUT AGREEMENT

1. In these Terms and Conditions the following definitions apply:-

“the Agency” means Locum Link Limited of 28B Market Street, Lurgan, Craigavon, County Armagh, BT66 6AQ.

“the Client” means the person, firm or corporate body, together with any subsidiary or associated company(as defined by the Companies Act 1985) to whom the Locum is supplied.

“Locum” means the individual whose services are supplied by the Agency to the Client.

“Assignment” means any period during which the Locum is supplied to render services to the Client.

“ A Working Week” means an average of 48 hour each week calculated over a 17 week reference period.

2. If the Working Time Regulations 1998 are applicable to the relationship between the Agency and the Locum, they provide that the Locum shall not work on an Assignment with the Client in excess of the Working Week unless the Locum agrees in writing that this limit shall not apply.

3. The Locum hereby agrees that the Working Week limit shall not apply to the Assignment.

4. (a) The Locum may end this Agreement by giving the Agency one months notice in writing.

(b)For the avoidance of doubt, any notice bringing the Agreement to an end will not be construed as termination by the Locum of an Assignment with the Client.

(c)Upon the expiry of the notice of period set out in 4b the Working Week limit shall apply with immediate effect.

5. These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Court of England and Wales.

Signed:.....

Signed:.....

Print Name:.....

on behalf of Locum Link

Date:.....

Date:.....