THIS AGREEMENT is made on the **………………………………..** (Date)

BETWEEN NWF (“The ‘Employer”),

AND

(Name) **………………………..**  (the ‘Employee’).

# **1. Definitions**

1.1. In this Agreement the following definitions apply:

‘Working Week’ means an average of 48 hours each week over a 17-week period (26 weeks where the work involves night work in the security or surveillance to protect property or individuals).

1.2. Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

# **2. Restrictions**

2.1 The Working Time Regulations 1998 provide that an Employee 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 Employee hereby agrees that the Working Week limit shall not apply to his contract of employment with the Employer.

# **4. Withdrawal of consent**

4.1 The Employee may end this agreement by giving the Employer 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 Employee of his contract of employment with the Employer.

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. Governing 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.

| Signature:  *The Employee* |
| --- |
| Date: |