

Client Terms & Conditions

Effective January 2012

In these Terms of Business the following definitions apply:

"Act" means the Employment Agencies Act 1973.

"Agency Workers Regulations" or "AWR" means the Agency Workers Regulations 2010.

"Applicant" means the person introduced by Merco to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of Merco's own staff;

"AWR Claim": means any complaint or claim to a tribunal of court made by or behalf of the Temporary Worker against the Client and/or Merco for any breach of the AWR.

"Assignment" means the period during which the Temporary Worker, Applicant or Consultant is supplied for an Engagement with the Client.

"Client" means you and any person(s), firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act.

"Commission" means the commission that the Client shall pay to Merco being calculated as a percentage of the fees.

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

"Consultant" means the person, firm or corporate body introduced to the Client to carry out consultancy services or the person substituted to provide those consultancy services.

"Engagement" means the engagement, or use of the Temporary Worker, Applicant or Consultant directly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; an agency, licence, franchise or partnership arrangement directly or through a limited company; or any other engagement; "Engages" and "Engaged" shall have a corresponding meaning

"Hourly Charges" means the number of hours worked (rounded up to the nearest quarter hour) by the Temporary Worker, Applicant or Consultant multiplied by the Hourly rate.

"Expenses" means any travel, hotel or other expenses of the Temporary Worker, Applicant or Consultant as may have been agreed with the Client or failing agreement such expenses as are

reasonable. The percentage rate that shall be applied shall be the percentage rate as notified in writing by Merco and agreed in writing with the Client from time to time.

"Fees" means the fees that the Client shall pay to Merco for the supply of the Temporary Worker, Applicant or Consultant being the sum of the Hourly Charges, Employers National Insurance, and any sums entitled to be paid under the Working Time Regulations including Commission and Expenses.

"Hourly Rate" in respect of a particular Temporary Worker, Applicant or Consultant shall be the hourly rate agreed by the Client for the Supply of that Temporary Worker, Applicant or Consultant as notified in writing by Merco and agreed in writing with the Client from time to time.

"Introduction" means, following the Client's instruction to Merco to supply a Temporary Worker, Applicant or Consultant, Merco either (i) providing a Temporary Worker, Applicant or Consultant in person or by telephone to interview with the Client; or (ii) the passing to the Client of the Temporary Worker's, the Applicant's or the Consultant's curriculum vitae or information which identifies the Temporary Worker, Applicant or Consultant, (iii) booking a Temporary Worker, Applicant or Consultant for a shift at the Client.

"Merco" means Merco Recruitment Ltd, company number 04501121 whose registered office is at Bank House, 81 St Judes Road, Englefield Green, Surrey TW20 0DF, UK.

"Temporary Worker" means the individual who is Introduced or Supplied by Merco as an individual or under an umbrella arrangement to render services to the Client.

"Other Qualifying Payments" means any payment, overtime, shift, premium bonus, commission or other remuneration payable to a Qualifying Temporary Worker (other than their Hourly Rate) which is not excluded by virtue of regulation 6 of the AWR, which would include, for example, any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by a Qualifying Temporary Worker and is not a financial participation scheme (as defined by the AWR).

"Parties" means Merco and the Client.

"Qualifying Temporary Worker" means any Temporary Worker who at the relevant time is entitled to the rights conferred by regulation 5 of

the AWR and in particular has been provided to the Client for the Qualifying Period.

“Qualifying Period” means the 12 week qualifying period as defined in regulation 7 of the AWR.

“Relevant Terms and Conditions” means the relevant terms and conditions for any particular Qualifying Temporary Worker as defined in regulation 6 of the AWR.

“Remuneration” includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) payable to or receivable by the Temporary Worker, Applicant or Consultant for services rendered to or on behalf of the Client or any third party. For A terms and conditions only, where a company car is provided, a notional amount of £4000 will be added to the salary in order to calculate Merco’s fee.

“Supply” means the introduction by Merco of a suitable Temporary Worker, Applicant or Consultant.

A. Terms and Conditions for the Supply of Temporary Staff and Supply of Temp to Perm Staff

1. APPLICATION OF TERMS

These Terms shall apply in respect of a Temporary Worker, Applicant or Consultant who are:

1.1 Introduced by Merco and Engaged by the Client, including where the Temporary Worker, Applicant or Consultant is Supplied by a third party Employment Business or Engaged directly by the Client; and

1.2 Supplied by Merco although they may have been introduced to the Client by a third party.

2. FEES

2.1 The Client agrees to pay the Fees for the supply, with the addition of VAT where appropriate.

2.2 The Fees will be invoiced to the Client on a weekly basis and are payable within 30 days. Merco reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate of the Bank of England from time to time from the due date until the date of payment.

2.3 There are no rebates payable in respect of the Fees.

2.4 The periods of work for the Temporary Worker, Applicant or Consultant shall be, unless otherwise agreed in writing, as specified in the confirmation booking form required by Merco from the client.

3. OBLIGATIONS OF THE CLIENT

3.1 When requesting the Introduction or Supply of a Temporary Worker, Applicant or Consultant, the Client shall inform Merco of any special health and safety matters imposed by law, or by any professional body which must be satisfied by the Client or the Temporary Worker, Applicant or Consultant to enable the Assignment to continue.

3.2 In relation to Temporary Workers, the Client will assist Merco in complying with Merco’s duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by Merco and the Client will not do anything to cause Merco to be in breach of its obligations under the those Regulations.

3.3 In relation to Temporary Workers, the Client will comply with Merco’s requests for information as soon as reasonably practicable (and in any event within 7 days) and any other requirements to enable Merco to comply with the AWR.

3.4 In relation to Temporary Workers, the Client will comply with its obligations under the AWR and, in particular, to the rights of Temporary Workers to access to collective facilities and amenities and in relation to access to employment vacancies and in relation to basic working conditions, including duration of working time, night work, rest periods, rest breaks and annual leave. Further, the Client undertakes to provide Merco with the necessary information, including if relevant performance or other appraisals, to ensure the Temporary Worker receives the pay, including any fee, bonus, holiday pay or other emolument, that he is entitled to under AWR.

3.5 In relation to Temporary Workers, the Client agrees to inform Merco immediately (and in any event in not more than 7 days) of receiving any oral or written complaint by the Temporary Worker in connection with their rights under the AWR. The Client will take such action and give such assistance, at its own cost, as Merco may require to resolve such a complaint or to provide and such information.

3.6 The Client acknowledges that the Consultant may assign or subcontract the performance of the consultancy services provided that Merco and the Client are reasonably satisfied that the assignee or the subcontractor has the required skills, qualifications, resources and personnel to provide the consultancy services for any Assignment to the required standard and that the terms of such assignment or subcontract will be on the same terms.

3.7 The Client acknowledges that the Consultant shall be permitted to determine how it will

provide the consultancy services and will have the flexibility to determine the number of hours required and the times worked to complete the consultancy services, subject to the Consultant complying with any reasonable operational requirements of the Client. The Consultant will be at liberty to determine the location at which it will provide the consultancy services, but where the consultancy services are undertaken at the Client's site, the Consultant will comply with any reasonable requirements relating to working hours and any other operational requirements so far as reasonably possible.

3.8 Prior to the commencement of any work by a Qualifying Temporary Worker in relation to an Assignment, the Client shall notify Merco of this fact and agree with Merco the applicable Fees payable including any Other Qualifying Payments which may be payable.

3.9 The Client shall also provide any Qualifying Temporary Worker with the Relevant Terms and Conditions in accordance with regulation 5 of the AWR.

3.10 The client agrees to comply with all relevant laws relating to Data Protection and the Bribery Act 2010 with regard to the supply of the Temporary Worker or the Consultant.

4. VERIFICATION OF EXECUTION OF SERVICES

4.1 At the end of each calendar week (Monday to Sunday) of an Assignment (or at the end of the Assignment where it is for a period of one week or less) the Client shall (a) for the Temporary Worker, sign the Temporary Worker's time sheet (in a form provided by Merco) verifying the number of hours worked by the Temporary Worker during that week; or (b) verify the execution of the consultancy services by signature of a form provided to the Client for this purpose.

4.2 Signature of the time sheet or other relevant form by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet or other relevant form produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform Merco as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with Merco to enable Merco to establish what hours, if any, were worked by the Temporary Worker or the services provided by the Consultant. Failure to sign the time sheet or other relevant form does not absolve the Client's obligation to pay the Fees in respect of the hours worked.

4.3 The Client shall not be entitled to decline to sign a timesheet or other relevant form on the basis that he is dissatisfied with the work performed by the Temporary Worker or the services provided by the Consultant. In cases of unsuitable work the Client should apply the provisions of clause 9.1 below.

5. PAYMENT OF THE TEMPORARY WORKER OR THE CONSULTANT

5.1 Merco assumes responsibility for paying the (i) Temporary Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker; and/or (ii) the Consultant.

6. TRANSFER AND INTRODUCTION FEES

6.1 The following definitions apply in this clause: "Extended Hire Period" means a period of hire of the Temporary Worker, Applicant or Consultant being 12 weeks during which the Client shall pay the Hourly Charge for each hour the Temporary Worker, Applicant or Consultant is Supplied.

"Introduction Transfer Time" means 6 months from the date of the Introduction.

"Supply Transfer Time" means:

(a) during the Assignment; or
(b) if the Assignment has ended, then within whichever is the longer of either:
(i) 14 weeks from the start of the first Assignment (each new assignment where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment shall also be considered to be the 'first Assignment' for these purposes); or

(ii) 8 weeks from the day after the last day the Temporary Worker, Applicant or Consultant worked on the Engagement

"Third Party Transfer Engagement" means where a Temporary Worker, Applicant or Consultant has been Supplied by Merco for an Engagement (whether introduced by Merco or a third party), or Introduced by Merco but not Supplied by Merco and the Client introduces the Temporary Worker, Applicant or Consultant to a third party who Engages the Temporary Worker, Applicant or Consultant;

"Transfer Compensation" means the Extended Hire Period or the Transfer Fee

"Transfer Engagement" means where a Temporary Worker, Applicant or Consultant has been Supplied by Merco for an Engagement (whether introduced by Merco or a third party), or Introduced by Merco but not Supplied by Merco and the Client:

(a) Engages the Temporary Worker, Applicant or Consultant directly on its own account; or
(b) Requires the Temporary Worker, Applicant or Consultant to be Supplied by another Employment Business; and

"Transfer Fee" means a fee calculated as follows: 15% of the Remuneration applicable during the first 12 months of the Transfer Engagement or, if the actual amount of the Remuneration is not known, the Hourly Charge multiplied by 300. In the event that the Transfer Engagement is for a fixed term of less than 12 months the Transfer Fee will be reduced pro rata PROVIDED THAT if the Transfer Engagement is extended beyond such

initial fixed term or if the Client re-engages the Temporary Worker, Applicant or Consultant within 3 months of the termination of the first Transfer Engagement then the Transfer Fee shall be increased to cover the second period of Transfer Engagement up to the termination of the second Transfer Engagement or until the Temporary Worker, Applicant or Consultant has been engaged for 12 months across both the first and second Transfer Engagement Periods, whichever is sooner.

6.2 Where there has been:

- (a) a Supply and a Third Party Transfer Engagement occurs during the Supply Transfer Time; or
 - (b) an Introduction but no Supply and a Third Party Transfer Engagement occurs during the Introduction Transfer Time;
- then the Client shall be liable for the Transfer Fee.

6.3 Where there has been:

- (a) a Supply and a Transfer Engagement occurs during the Supply Transfer Time; or
 - (b) an Introduction but no Supply and a Transfer Engagement occurs during the Introduction Transfer Time;
- then the Client shall be liable for the Transfer Compensation.

6.4 Where clause 7.3 applies, the Client may elect between the Extended Hire Period and the Transfer Fee by giving written notice to Merco ("Transfer Notice"). The Client shall give the Transfer Notice not less than 7 days prior to any of the Transfer Engagement. Where the Client does not give a Transfer Notice in accordance with this clause then the Client shall be deemed to have elected to pay the Transfer Fee.

6.5 Where clause 7.3 applies and the Client gives a Transfer Notice electing for an Extended Hire Period and Merco is unable to Supply the worker for all or part of the Extended Hire Period then, subject to clause 6.6 the Extended Hire Period shall be deemed to be reduced to the period that the Temporary Worker, Applicant or Consultant is Supplied if any.

6.7 Where illness or injury prevent Merco from Supplying a Temporary Worker only for 4 or more days, which shall be qualifying days for the purposes of Statutory Sick Pay ("SSP"), during the Extended Hire Period, the Extended Hire Period shall be extended by a period equivalent to the total period of absence. Where Merco pays the Temporary Worker SSP during the Extended Hire Period the Client shall reimburse Merco for it.

6.8 No refund of the Transfer Fee will be paid in the event that the Transfer Engagement or Third Party Transfer Engagement subsequently terminates.

6.9 VAT is payable in addition to any payment due as part of the Transfer Compensation.

7. LIABILITY

7.1 Merco is providing a Service to the Client by acting as an Employment Business within the

meaning of the Act and the Regulations and the Client acknowledges that Temporary Workers, Applicants and Consultants are not employees of Merco but are engaged by Merco under contracts for services for the purpose of Supply.

Accordingly:

- (a) So far as permitted by law, Merco is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker, Applicant or Consultant for all or part of the period of booking or for the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker, Applicant or Consultant.
- (b) So far as permitted by law, the Client shall be responsible for all acts, errors or omissions of the Temporary Worker, Applicant or Consultant, whether wilful, negligent or otherwise as though the Temporary Worker, Applicant or Consultant was directly contracted by the Client.

7.2 For Temporary Workers, the Client will comply in all respects with all relevant statutes including, the AWR, the Working Time Regulations, the Health and Safety At Work Act, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Clause 6 above), including in particular the provision of adequate and reasonable Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.

7.3 The Client warrants that it knows (having made reasonable enquiry) of no reason within its organisation why it would be detrimental to the interests of the Temporary Worker, Applicant or Consultant for the Temporary Worker, Applicant or Consultant to fill the Assignment.

7.4 The Client undertakes not to request the supply of a Temporary Worker, Applicant or Consultant to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed someone who has been transferred by the Client to perform the duties of the person on strike or taking official industrial action.

7.5 So far as permitted by law, the Client shall indemnify and keep indemnified Merco against any costs, claims or liabilities incurred by Merco arising out of the Introduction or Supply of a Temporary Worker, Applicant or Consultant or of a Qualifying Temporary Worker to the Client for and Engagement or arising out of any breach of these Terms by the Client.

7.6 Temporary Workers are for the duration of their Assignment, under the supervision, direction and control of the Client.

7.7 For the avoidance of doubt, the Consultant is not under the supervision, direction and control of either Merco or the Client and the Client does not have the right to supervise, direct or control the Consultant and no Consultant is an agency worker as defined in the AWR.

8. TERMINATION

8.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's performance of the Engagement.

If the Client reasonably considers that the services of the Temporary Worker, Applicant or Consultant are unsatisfactory, the Client may terminate the Engagement either by instructing the Temporary Worker, Applicant or Consultant to leave the Engagement immediately, or by directing Merco to remove the Temporary Worker, Applicant or Consultant. Merco may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, Applicant or Consultant, provided that the Assignment terminates: -

(a) Within four hours of the Temporary Worker, Applicant or Consultant commencing the Assignment where the booking is for more than seven hours; or
(b) Within two hours for bookings of seven hours or less
(c) Within two days if the assignment is longer than two months
and provided that the Client notifies Merco in writing of the unsuitability of the Temporary Worker, Applicant or Consultant and the termination of the Engagement within 48 hours of the termination of the Assignment.

8.2 The Client shall notify Merco in writing immediately and without delay and in any event within 24 hours if the Temporary Worker, Applicant or Consultant fails to attend work or notifies the Client that the Temporary Worker, Applicant or Consultant is unable to attend work for any reason.

9. BOOKING AND CANCELLATION

9.1 Where the Client requires or may require the services of a Temporary Worker, Applicant or Consultant for more than 48 hours in any week, the Client must notify Merco of this requirement before the commencement of that week.

9.2 If the Client wishes to reduce, cancel or amend an Engagement where the Temporary Worker, Applicant or Consultant is Supplied or to be Supplied by Merco, the Client shall give Merco at least 3 working days written notice (and at least 7 working days written notice for shifts booked for public holidays and for bookings of more than 2 weeks). Failure to do so will result in a cancellation fee being charged to the Client equal 75% of the total booking in lieu of notice.

9.3 If a Candidate leaves an assignment prematurely or fails to attend, please telephone Merco immediately. The Staff and management of Merco are available by telephone 24 hours a day on 0208 947 3077.

Terms and Conditions for the Supply of Permanent Staff

1. NOTIFICATION AND FEES FOR SUPPLY OF PERMANENT STAFF

1.1 The Client agrees:

a) To notify Merco immediately of any offer of an Engagement which it makes to the Applicant; b) To notify Merco immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to Merco; and c) To pay Merco's fee within 30 days of the date of invoice

1.2 Except in the circumstances set out in clause 3 below, no fee is incurred by the Client until the applicant commences the Engagement when Merco will render an invoice to the Client for its fees.

1.3 Merco reserves the right to charge interest on invoiced amount unpaid for more than 30 days at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

1.4 The standard fee payable to Merco by the Client for an Introduction resulting in an Engagement is 15% of the gross annual salary applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

1.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 1.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 12 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the commencement, whichever is the sooner.

2. REFUNDS

2.1 In order to qualify for the following refund, the Client must pay Merco's fee within 30 days of the date of invoice and must notify Merco in writing of the termination of the Engagement within 7 days of its termination.

2.2 If the Engagement terminates before the expiry of 3 months from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out in the schedule to these Terms of Business.

2.3 In circumstances where clause 1.5 applies, the fee stated in clause 1.4 is payable and there shall be no entitlements to refund.

3. CANCELLATION FEE

3.1 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay Merco a minimum fee of £1000.00, subject to suitability as stated in Clause 5.

4. INTRODUCTION

4.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by Merco which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of Merco's fee as set out in clause 1.4 with no entitlement to any refund.

4.2 An introduction fee calculated in accordance with clause 1.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through Merco, whether direct or indirect, within 6 months from the date of Merco's Introduction.

4.3 Where the amount of the actual Remuneration is not known Merco will charge a fee calculated in accordance with clause 1.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to Merco by the Client and/or comparable positions in the market generally for such positions.

4.4 In the event that any employee of Merco with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving Merco's employment, the Client shall be liable to pay an introduction fee to Merco in accordance with clause 1.4.

5. SUITABILITY AND REFERENCES

5.1 Merco endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.

5.2 Merco endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.

5.3 Merco endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.

5.4 Notwithstanding clauses 5.1, 5.2 and 5.3 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any reference provided by the Applicant to it or Merco before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

5.5 To enable Merco to comply with its obligations under this clause the Client undertakes to provide to Merco details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order work in the position; and any risks to health and safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

6. LIABILITY

6.1 Merco shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with Merco seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of Merco to introduce any Applicant. For the avoidance of doubt, Merco does not exclude liability for death or personal injury arising from its own negligence.

7. SCHEDULE: SCALE OF REFUND

7.1 The following scale of refund only applies in the event that the Client complies with the provisions of clause 1.1 of the B Terms of Business.

7.2 Where the Applicant leaves during the first 3 months of the Engagement, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 2.

Week in which the Applicant leaves	% of introduction fee refunded
0 – 2	90% or free replacement
3 – 4	80%
5 – 8	50%
9 – 12	20%

7.3 There will be no refund where the Applicant leaves after the 12th week of the Engagement.

C. GENERAL PROVISIONS – APPLICABLE TO BOTH A AND B TERMS AND CONDITIONS

1.1 These Terms are governed by the laws of England & Wales and the parties submit to the exclusive jurisdiction of the Courts of England.

1.2 These Terms contain the entire agreement between the Parties and unless otherwise agreed in writing by the Parties, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

1.3 No variation or alteration to these Terms shall be valid unless the details of such variation or alteration are agreed in writing between the Parties in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

1.4 The invalidity, unenforceability or illegality of any provision (or part of a provision) of these Terms under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.

1.5 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the commercial intention of the Parties.

1.6 No failure on the part of any Party to exercise and no delay on its part in exercising any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude or prejudice any other or further exercise thereof or the exercise of any other right or remedy.

1.7 Any waiver, and any consent by any Party under any provision of these Terms, must be in writing and may be given subject to any conditions the waiving/consenting Party thinks fit. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

1.8 A person who is not a party to these terms cannot enforce or enjoy the benefit of any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

1.9 These Terms shall benefit and be binding on

the Parties, their respective successors and any permitted assignee or transferee of some or all of a Party's rights or obligations under these Terms. Any reference in these Terms to any Party shall be construed accordingly.

1.10 Merco may assign or transfer all or any part of its rights or obligations under these Terms but the Client may only do so with the prior written consent of Merco.

1.11 Unless the context otherwise requires, references to the singular include the plural and reference to one gender includes a reference to the other gender.

1.12 Writing or written includes faxes and email.

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

1.14 A reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

DECLARATION

I hereby agree to the terms and conditions specified in this Client Terms and Conditions document.

Print Name:

Signed:

On behalf of (Hospital/Practice name):

.....

Designation:

Dated:

Please return a signed copy of this page to Merco Recruitment Ltd:

Fax: 0203 060 3929

Post: 1st Floor, St George's House, 3-5 Pepys Road, Raynes Park, London, SW20 8NJ.