

Regency Recruitment Candidate Terms and Conditions of Employment (FEBRUARY 2010)

Thank you for choosing Regency Recruitment as your employment partner. We are committed to sourcing fair, equitable and safe work for all candidates, through non-discriminatory equal opportunity employment practices.

Before we begin to work together, it is important that you read, understand and accept the following Terms and Conditions. They apply to all Candidates and have been compiled to protect you, our Clients and Regency Recruitment, and in no way compromise your options for registering with other agencies or seeking work on your own.

Best wishes,
Lara Quentrall-Thomas
Chief Executive Officer

A. Registration with Regency Recruitment is not a guarantee of employment.

B. PROCESSING FEE

There is a non-refundable processing fee payable when you arrive for an interview and for which you shall be issued a receipt. This fee covers administration of the registration, screening and interview process, and entitles you to your evaluation results. Please note that your application shall not be processed unless the fee is paid. The fee shall be:

- TT\$75 for appointments scheduled on Mondays to Fridays;
- TT\$100 for appointments scheduled on Saturdays.

C. INTERVIEWS WITH REGENCY AND OUR CLIENTS

Participating in interviews with Regency and / or our Clients is an essential part of the job placement process. Failure to attend an interview without advance notice to your Regency representative is unprofessional and disrespectful. **If you do not attend a scheduled interview for reasonable cause and fail to advise us in advance of your inability to attend, we reserve the right to refuse you other opportunities to be considered for employment.**

D. PERSONALITY AND SKILLS EVALUATION

All candidates are required to complete a one (1) hour long personality and skill evaluation after interview. If this is inconvenient, we can reschedule for a more convenient time, but reserve the right to not consider you for available vacancies until the evaluation has been completed. It is important to note that the Skills Evaluation is just one component of the registration process, and your score will not be the only factor we consider when selecting employment opportunities for you. The results of your evaluation will be emailed to you upon completion.

E. REFERENCES

Regency shall conduct at least two (2) references on each candidate. We reserve the right to refuse / withdraw services from, and employment to, any candidate who misrepresents their background, status, qualifications, experience or abilities.

F. LEGAL COMPLIANCE AND ETHICAL CONDUCT

Regency complies with all applicable employment legislation and accepted Industrial Relations guidelines in Trinidad and Tobago. Diversity should be promoted and valued, so we subscribe to a philosophy of non-discrimination and conduct all business in a fair, transparent and ethical manner.

G. OCCUPATIONAL SAFETY AND HEALTH

While the Client is responsible for providing a safe working environment , you also have a responsibility in this regard and shall play your part by:

- Not bringing weapons or hazardous materials of any kind on to Client premises;
- Not manufacturing, selling, distributing, possessing, using or being under the influence of any controlled substances or alcoholic beverages whilst on Client premises or performing Client work ;
- Acknowledging that all persons and property entering or leaving the Client premises are subject to search at any time;
- Remaining in authorized work areas only;
- Using only tools and equipment provided for the purposes of carrying out your work;
- Reporting unsafe work practices to Regency as soon as possible;
- Understanding your right to refuse to work if you believe you are in immediate danger of injury or harm, but acknowledging your responsibility to inform Regency immediately upon taking such a decision.

H. SUBSTANCE ABUSE POLICY

Regency is committed to the safety and protection of all personnel, Clients, the public, the environment and Regency property, providing a safe and productive workplace for everyone. When a person's performance is influenced by substance abuse, it affects us all, directly or indirectly. Therefore this policy applies to all candidates employed by Regency, including those on temporary and contract assignments with our Clients.

The Company expects all candidates to be safe, efficient and productive in performing their job assignments, and requires that candidates do not:

- Manufacture, sell, purchase, transfer, use or possess unlawful substances of any sort. This refers to illegal drugs or any other substances or materials, the manufacture, sale, purchase, transfer, use or possession of, which are prohibited by Trinidad and Tobago law;
- Manufacture, sell, purchase, transfer, use or possess unauthorized substances of any sort. This refers to (a) intoxicating beverages on client premises, without proper authorization (b) a lawful substance that is being abused or for which there is a pattern of improper use (c) a lawful substance, which has been used in a proper manner, but resulted in impairment of an individual's physical or mental capacity;
- Represent Regency or the Client, pursue Regency or Client business, or participate in Client events, under the influence of unlawful or unauthorized substances. The use of alcoholic beverages is prohibited on Regency or Client premises except when authorized.

Conditions of, and Compliance with, Substance Abuse Policy:

- Each candidate is personally responsible for complying with this Policy and your signature below indicates your compliance;
- Any candidate who refuses to sign this Policy shall not be registered;
- Any candidate who refuses to submit to random or pre-employment testing, or violates this Policy, shall be immediately removed from client premises and/or be subject to disciplinary action;
- Regency shall determine, on a case by case basis, whether to hire someone with a criminal record of substance abuse related offences.

Policy Violation. When the Company has reasonable suspicion that there is a violation of the policy by any candidate we reserve the right to:

- Search personnel, vehicles, personal property or any other items on Regency or Client premises for unlawful or unauthorized substances, with the assistance of law enforcement agencies when circumstances warrant;
- Test to determine the presence of any unlawful or unauthorized substances in an individual's body, prior to or during employment. A candidate's off-the-job use of unlawful or unauthorized substances which adversely affects job performance jeopardizes the safety of others at work or the security of Regency or Client premises

shall be considered a violation of this policy. Conviction of, or a plea of guilty or no contest to, any drug- or alcohol-related criminal offence is considered a violation of this policy.

I. IMPORTANT INFORMATION TO REMEMBER WHEN YOU ARE ON ASSIGNMENT/GOING FOR AN INTERVIEW:

- Please notify Regency of changes in your contact data or work situation immediately.
- Confine personal calls, text and email messages to your own time. When on assignment, leave the Regency number (868-625-6225) with your family for emergency calls so they can contact you through us.
- To protect your privacy, please do not give Clients your personal contact information but ask them to contact you through Regency.
- Call your Regency consultant AND NOT THE CLIENT if you are unable to report to an assignment or interview, are unable to work or require time off for any reason.
- If there are any problems whilst on assignment, please do not discuss them with the Client but talk to your Regency consultant immediately so we can meet with you to discuss your concerns.

J. CONTRACT EMPLOYMENT

(i) If you are selected for a contract assignment, regardless of length, you shall be engaged by Regency as our employee and contracted to work for our Client. Regency will issue you a Contract of Employment outlining the specific terms and conditions of employment for that contract / Client, which will include but not be limited to period of employment, location of work, salary and leave entitlements.

The following guidelines apply to all contracts regardless of length:

- We shall pay your salary directly into your bank account.
- Regency will pay your salary once we have been paid by the Client for the work you have done.
- Statutory Deductions will be made from all salaries and calculated on your earnings, according to Board of Inland Revenue, National Insurance Board and other related statutory guidelines.
- When on contract, your failure to report to work without informing us in advance shall result in our assumption that you no longer wish to work, and Regency / the Client shall replace you.
- You are a Regency employee. Please do not accept or approach our Clients for permanent work. Should you be offered permanent employment whilst on contract, please inform your Regency consultant immediately so we may assist with negotiations on your behalf.
- While on contract you are not entitled to participate in any Client employee schemes, including but not limited to, staff functions and events, uniforms, discount and benefit programs, credit card facilities, pension schemes, gym and club membership. If the Client wishes you to benefit from any employee schemes, they shall be provided to you through Regency.
- You are responsible for delivering the work you have agreed to perform and as outlined in the Client job description. You are also expected to comply with all Client directives, including but not limited to, dress code, hours of work and health and safety regulations.
- The Client must approve all time taken off work, in all cases except for unforeseen illness, whether paid or unpaid.
- The Client must approve all overtime before it is worked. Regency reserves the right to not pay unauthorized overtime.
- You shall not use Client vehicles, photocopiers, phones, email or any other property for personal use at any time nor shall you conduct any non-Client business activities on Client premises at any time. This includes sending personal mail through the Client mail system and / or selling, marketing or advertising any products, events or services on the premises without Client permission.

(ii) CHANGES TO CONTRACTS

Whilst we give advanced notice when we can, Regency reserves the right to alter any operational policies, conditions or guidelines, outlined in your contract of employment, without prior notice to candidates.

(iii) TERMINATION OF EMPLOYMENT

Whilst working for Regency on contract assignments, you are our legal employee. Therefore any termination of employment, for whatever reason, shall be guided by accepted disciplinary procedures as outlined in the Industrial Relations Act and relevant legal frameworks or precedents, and both Clients and candidates are expected to include Regency in all discussions and decisions.

(iv) PERFORMANCE

Regency reserves the right to withdraw candidates from any contract once your performance, skills, attitude or ethics are proven unsatisfactory and not in the best interest of Regency or the Client. If you do anything that brings Regency, our staff or Clients into disrepute, legal action may be pursued, your contract shall immediately be terminated and your record shall be removed from our database.

(v) CONFIDENTIALITY

You shall not at any time during your employment (except so far as is necessary and proper) or after the completion of a contract, disclose to any person, information or use of any information as to the practice, business, dealings or affairs of Regency Recruitment Limited, the Client or any of their customers or clients or as to any other matter which may come to your knowledge by reason of your employment. (This includes passwords and other information related to computer use in any form). A breach of this confidence may result in legal and / or disciplinary action against you.

K. PERMANENT EMPLOYMENT

Once you are employed for a permanent job by a Client, they shall pay your salary and make relevant deductions. Please note that once you are placed in a permanent position by Regency, we shall not offer you new employment opportunities until one or more of the following conditions have been met:

- You have worked successfully with the Client for at least three (3) years;
- You resign from the job;
- The Client retrenches you or makes you redundant;
- The environment is unacceptable and it is reasonable for you to refuse to continue work (in this instance, an intervention with the Client may be undertaken by Regency.)

REGENCY RECRUITMENT CONTACT DATA:

Address: #48 New Street, Port of Spain, Trinidad, WI.

Telephone: 868.625.6225 Fax: 868.625.8655

Email: regency@tstt.net.tt Website: www.regencytrinidad.com

STAFF:

CEO: Lara Quentrall-Thomas.

Operations Director: Karlene Hassanali.

Client Services: Prateema Sawh (Manager), Tamara D'Andrade, Vanessa Julien, Astrid Barnett and Ainka Primus.

Candidate Services: Kevin McClean (Manager), Abeke Forde, Sparkle Bain and Danielle Nivet.

Systems Administration: Stuart Patrick.

Finance: Melissa Shim (Manager), Patricia Del Pino (Payroll) Pamela Patrick and Sean Carimbocas

Signed in agreement with, and acceptance of, the Feb 2010 Candidate Terms and Conditions of Employment:

Name

Signature

Date