

**Regency Recruitment Limited
Terms & Conditions of Business – FEBRUARY 2010**

CONTENTS

1	Introduction
2	General Terms
3	Code of Ethics
4	Confidentiality
5	Force Majeure
6	Governing Law
7	Hire of Candidates
8	Liability and Responsibility
9	Payment Terms
10	Placement of Permanent Staff
11	Temporary Assignments – Monthly Rated
12	Temporary Assignments – Hourly, Daily and Weekly Rated
13	Disciplinary Action, Redundancy and Termination of Temporarily Employed Candidates
14	Additional Services
15	Preparation and Ownership of Terms and Conditions
16	Signed Acceptance

1. INTRODUCTION

For the purposes of these Terms and Conditions of Business, the following shall apply:

- (i) Regency Recruitment Limited will be referred to as ‘Regency’ or ‘us’ or ‘our’ or ‘we’.
- (ii) The Client will be referred to as the ‘Client’ or ‘Employer’.
- (iii) Any individual referred or provided by Regency Recruitment Limited for interviews, permanent, temporary or contract work, will be referred to as the ‘Candidate’, which shall include singular and plural, male and female.
- (iv) Terms and Conditions of Business will be referred to as ‘Terms’.

This document sets forth the Terms under which Regency shall provide Services to its Clients. For the purposes of these Terms, ‘Services’ shall include any accompanying material, documentation or deliverables created in performance of the Services, and these Terms shall apply to all contracts and agreements between Regency and its Clients.

These Terms shall apply for an indefinite period of time. Regency reserves the right to change the Terms, with adequate notice to Clients, at their discretion and in line with accepted Industrial Relations practice and the laws of Trinidad and Tobago.

2. GENERAL TERMS

2.1	All candidate information, and the introduction thereof, shall be confidential.
2.2	Regency shall not commence the search for a Candidate until these Terms have been signed by the Client, and in the case of permanent vacancies, the search for a suitable Candidate shall begin upon receipt of the retainer fee.
2.3	Whilst Regency’s primary service is recruitment of personnel, we do offer additional HR related and support services, details of which can be provided on request and which are also covered by these Terms.

Regency Recruitment Limited - Terms of Business © February 2010

#48 New Street, Port of Spain, Trinidad, WI

Tel: 868-625-6225 Fax: 868-625-8655

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

2.4	VAT at 15% shall be added to all prices quoted.
2.5	All figures in these Terms are quoted in Trinidad and Tobago dollars.

3. CODE OF ETHICS

3.1	Regency prohibits all forms of bribery whether they take place directly or through third parties. Regency also prohibits its employees from soliciting, arranging or accepting bribes intended for the employee's benefit or that of the employee's family, friends, associates or acquaintances.
3.2	Regency, its employees or agents shall not make direct or indirect contributions to political parties, organizations or individuals engaged in politics, as a way of obtaining advantage in business transactions.
3.3	Regency shall ensure that charitable contributions and sponsorships are not used as a subterfuge for bribery, and shall disclose all charitable contributions and sponsorships.
3.4	Regency shall prohibit the offer or receipt of gifts, hospitality or expenses whenever they could affect or be perceived to affect the outcome of business transactions, and are not reasonable and bona fide.
3.5	Regency shall conduct its procurement practices in a fair and transparent manner. Regency shall avoid dealing with contractors and suppliers known or reasonably suspected to be paying bribes, and shall undertake due diligence, as appropriate, in evaluating prospective contractors and suppliers to ensure that they have effective anti-bribery Programmes.
3.6	Human resources practices including recruitment, promotion, training, performance evaluation, remuneration and recognition shall reflect Regency's commitment to ethical conduct. Diversity should be promoted and valued, so Regency subscribes to a philosophy of non-discrimination
3.7	Regency reserves the right to ask Clients to comply with its' code of ethics, particularly in the fair and non-discriminatory treatment of all Candidates.

4. CONFIDENTIALITY

4.1	All parties shall keep in confidence any information relating to the products, services, product plans, methods of operations, trade secrets, business plans, business opportunities, finances, know-how or personnel data and all other confidential knowledge, data and information related to the business and affairs of Regency and the Client ("Confidential Information") that may be acquired pursuant to or in connection with this Agreement or the relationship contemplated by this Agreement.
4.2	During and after the term of this Agreement, neither party shall, without the prior written consent of an officer of either party, publish, communicate, divulge or disclose any such Confidential Information.
4.3	Upon termination of the relationship, both parties shall return records, data, notes, reports, material, equipment and other documentation and other property, and all reproductions of the same, furnished by Regency or The Client or developed or prepared pursuant to the relationship or relationships hereunder.
4.4	Notwithstanding the foregoing, it is agreed that Confidential Information shall not include any information which: (i) has become publicly known through no wrongful act of either party; (ii) has been rightfully received from a third party without restriction on disclosure and without breach of any agreement; (iii) has been independently developed as evidenced by appropriate documentation; (iv) has been approved for release by written authorization ; or (v) is required to be disclosed pursuant to a requirement of Trinidad and Tobago law.
4.5	The existence of any agreements and the Terms hereof shall not be disclosed to anyone other than those parties directly involved, except by law or as may be necessary to establish its rights hereunder or with prior written approval.

5. FORCE MAJEURE

5.1	Regency shall not be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strike, riot, war, fire, act of God, accident, plant breakdown not caused by the fault or neglect of Regency, it's staff or candidates, compliance with any law, regulation or order, whether valid or invalid, of the Republic of Trinidad and Tobago or any other governmental body or of any instrumentality thereof, whether now existing or hereafter created.
-----	---

6. GOVERNING LAW

6.1	These Terms shall be governed by and construed in accordance with the laws of the Republic of Trinidad and Tobago.
-----	--

7. HIRE OF CANDIDATES

7.1	The re-interviewing or employment of any Candidate in any capacity, within 12 months of the initial introduction date, will render the Client responsible for immediate payment of our stated placement fee(s) outlined in Section 9.
7.2	The passing of details of a Candidate to any other Entity / Employer, within 12 months of the initial introduction date and which then results in employment (of any nature), will render the Client / Employer responsible for our stated fee outlined in Section 9.

8. LIABILITY AND RESPONSIBILITY

8.1	Regency takes all reasonable care in selecting and screening Candidates, taking test scores, work experience, academic records and references in good faith.
8.2	Whenever possible, Regency verifies Candidate details but shall not accept any liability for loss, damage or claims whatsoever arising from the introduction or employment of a Candidate.
8.3	If the Client entrusts a Candidate with money, security, valuables or negotiable documents in any such respect, then such matters will be at the sole risk of the Client and Regency shall not be liable for any loss, action, proceedings, claims or demands, financial or otherwise, arising from the acts, omissions, negligence, fraud or other default on the part of the Candidate.
8.4	Regency takes the health and safety of all candidates very seriously and reserves the right to visit Client premises to ensure a safe and healthy working environment is being provided. The Client undertakes to supervise Candidates assigned to them, sufficiently to ensure and be aware of its satisfaction with the standards of workmanship. The Client is responsible for : <ul style="list-style-type: none"> - Ensuring the health and safety of Candidates while engaged in Client business; - Providing appropriate training, information and supervision as mandated by OSHA 2004; - Granting Regency access to review Client safety policies, prior to the commencement of work of any Candidate.
8.5	If Regency is unable to confirm whether a Candidate has completed an assignment, through failure of the Client to communicate such, we accept no liability for overpayments of salary.

9. PAYMENT TERMS

9.1	Unless and until we are notified of dissatisfaction, the Client shall be deemed to be fully satisfied and shall pay all invoices presented to them by Regency within the contractual agreed timeframe.
9.2	Regency reserves the right to ask new Clients to provide proof of ability to pay invoices. This can include, but will not be limited to, banking details and existing and / or past supplier references.
9.3	Regency reserves the right to refuse credit to any Client at any time.
9.4	Any Client who fails to pay invoices within the agreed time may be subject to interest and / or referral to a debt collection agency. Any costs incurred in this regard shall be passed on to the

Regency Recruitment Limited - Terms of Business © February 2010

#48 New Street, Port of Spain, Trinidad, WI

Tel: 868-625-6225 Fax: 868-625-8655

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

Client.

10. PLACEMENT OF PERMANENT STAFF

10.1	All fees for permanent placements shall be invoiced once the Candidate commences work.										
10.2	Invoices are payable within thirty (30) days of invoice date, unless otherwise agreed.										
10.3	The fees for the hire of a Candidate into permanent employment by a Client shall be as follows: <ul style="list-style-type: none"> Salaries at or below TTD10,000 per month = One (1) months' salary plus VAT. Salaries above TTD10,001 per month = One and a half (1.5) months' salary plus VAT. 										
10.4	A non-refundable retainer fee of TTD500 plus VAT is payable upon registration of a permanent vacancy with Regency.										
10.5	Upon successful placement of a Candidate with the Client, the retainer fee will be deducted from the placement fee.										
10.6	If a Candidate leaves the Clients' employ within the first ten (10) weeks of their permanent employment, Regency shall replace the Candidate at no additional charge, provided all fees have been paid. If we are unable to successfully replace the Candidate, the Client shall be entitled to a refund, provided all fees have been settled, as follows: <table border="1" data-bbox="272 842 1430 1020"> <tr> <td>1 week worked .. 90% refund</td> <td>2 weeks worked .. 80% refund</td> </tr> <tr> <td>3 weeks worked .. 70% refund</td> <td>4 weeks worked .. 60% refund</td> </tr> <tr> <td>5 weeks worked .. 50% refund</td> <td>6 weeks worked .. 40% refund</td> </tr> <tr> <td>7 weeks worked .. 30% refund</td> <td>8 weeks worked .. 20% refund</td> </tr> <tr> <td>9 weeks worked .. 10% refund</td> <td>10 weeks worked .. 0% refund</td> </tr> </table>	1 week worked .. 90% refund	2 weeks worked .. 80% refund	3 weeks worked .. 70% refund	4 weeks worked .. 60% refund	5 weeks worked .. 50% refund	6 weeks worked .. 40% refund	7 weeks worked .. 30% refund	8 weeks worked .. 20% refund	9 weeks worked .. 10% refund	10 weeks worked .. 0% refund
1 week worked .. 90% refund	2 weeks worked .. 80% refund										
3 weeks worked .. 70% refund	4 weeks worked .. 60% refund										
5 weeks worked .. 50% refund	6 weeks worked .. 40% refund										
7 weeks worked .. 30% refund	8 weeks worked .. 20% refund										
9 weeks worked .. 10% refund	10 weeks worked .. 0% refund										
10.7	Any part of a week worked is deemed to be a full week.										
10.8	To qualify for a refund, the Client must notify us in writing or by email, within five (5) working days, if a Candidate is no longer employed.										

11. TEMPORARY ASSIGNMENTS – MONTHLY RATED

11.1	Regency shall charge a monthly rate for each Candidate working on assignment for one (1) month or more, which shall be added to the monthly salary of the Candidate.
11.2	The monthly rate shall be: <ul style="list-style-type: none"> Salaries at or below TTD Eighteen Thousand (TTD18,000) per month = TTD Eighteen Hundred (\$1,800) plus Employer NIS plus VAT per month. Salaries from TTD Eighteen Thousand and One (TTD18,001) per month = Ten Percent (10%) of base salary plus Employer NIS plus VAT per month.
11.3	There shall be no adjustments for overtime and / or time not worked unless specifically agreed beforehand with the Client.
11.4	All leave payments shall be added to the monthly rate. These include, but are not limited to, vacation, sick and maternity leave; and shall only be applied once the Candidate is eligible and / or the leave is taken.
11.5	Entitlement payments shall be added to the monthly rate if / when they apply.
11.6	The monthly rate shall be applied to any group of five (5) or less Candidates. Rates for larger groups may be negotiated.
11.7	Candidate contracts may be terminated or extended, once adequate written or email notice is given by the Client : <ul style="list-style-type: none"> Contracts under three (3) months – two (2) weeks notice required

Regency Recruitment Limited - Terms of Business © February 2010

#48 New Street, Port of Spain, Trinidad, WI

Tel: 868-625-6225 Fax: 868-625-8655

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

	- Contracts over three (3) months – four (4) weeks required
11.8	Candidate contracts should run for no longer than three (3) years, at which time the Client shall be asked to consider the Candidate for permanent employment. If permanent employment cannot be provided, Regency reserves the right to reassign the Candidate to another Client.
11.9	During the contract period, Regency shall administer Candidate salaries, deductions and remittance of statutory payments.
11.10	The Client is responsible for payment of Regency invoices as contracted to ensure prompt payments to Candidates. This includes but is not limited to salaries, expenses, bonuses, commissions and other payments owed to Candidates.
11.11	Failure to pay Regency invoices, on time and as agreed, may result in cancellation of contract(s) and / or non-payment of bonuses, expenses or other payments owed to Candidates.
11.12	Participation in the Regency corporate Health Plan is available to all Candidates who are engaged in contracts of twelve (12) months or longer, with the Client’s consent. Health Plan contributions, and the administration thereof, are not included in the monthly rate.
11.13	If a Candidate has worked with the Client on a contract basis and the Client wishes to employ them permanently, the stated placement fee (Section 9) is due, regardless of the length of time the Candidate was employed on a contract basis.

12. CONTRACT ASSIGNMENTS – HOURLY AND DAILY RATED

12.1	Rates for the hire of Candidates for hourly or daily rated contracts are subject to approval of the Chief Executive Officer and effective at the time of confirmation of the assignment.										
12.2	The Client is subject to pay the rates for Candidates as agreed.										
12.3	The Client shall be billed for no less than the agreed contracted hours or one (1) working day, whichever is longer.										
12.4	A standard working day is eight (8) hours, including one (1) hour for lunch.										
12.5	<p>All Candidates shall be provided with lunch and rest breaks. The Minimum Wages Order of 2005 provides guidance in this area, as follows:</p> <p>4(1) A worker is entitled to a meal break of no less than three-quarters of an hour after no more than four and one-half consecutive hours, calculated from the scheduled time of commencement of duty and an additional rest break of no less than a quarter of an hour after a subsequent period of no more than three hours.</p> <p>(2) A worker on continuous or non-continuous shift work is entitled to a paid break of no less than twenty minutes after no more than four and one-half consecutive hours calculated from the scheduled time of the commencement of duty and an additional paid break of no less than ten minutes after a subsequent period of no more than three hours.</p>										
12.5	<p>Overtime will be charged once prior agreement has been given by the Client, who shall be charged for any work in excess of contracted hours of work. Recommended overtime rates according to the Minimum Wages Order are as follows:</p> <table border="1" data-bbox="284 1549 1469 1795"> <tr> <td rowspan="3"><i>For overtime worked beyond eight hours on a contracted working day</i></td> <td>First four (4) hours</td> <td>One (1) and one half (.5) times hourly rate</td> </tr> <tr> <td>Second four (4) hours</td> <td>Two (2) times hourly rate</td> </tr> <tr> <td>Thereafter</td> <td>Three (3) times hourly rate</td> </tr> <tr> <td><i>For time worked on day off</i></td> <td>First eight (8) hours</td> <td>Two (2) times hourly rate</td> </tr> </table>	<i>For overtime worked beyond eight hours on a contracted working day</i>	First four (4) hours	One (1) and one half (.5) times hourly rate	Second four (4) hours	Two (2) times hourly rate	Thereafter	Three (3) times hourly rate	<i>For time worked on day off</i>	First eight (8) hours	Two (2) times hourly rate
<i>For overtime worked beyond eight hours on a contracted working day</i>	First four (4) hours		One (1) and one half (.5) times hourly rate								
	Second four (4) hours		Two (2) times hourly rate								
	Thereafter	Three (3) times hourly rate									
<i>For time worked on day off</i>	First eight (8) hours	Two (2) times hourly rate									

Regency Recruitment Limited - Terms of Business © February 2010

#48 New Street, Port of Spain, Trinidad, WI

Tel: 868-625-6225 Fax: 868-625-8655

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

		Thereafter	Three (3) times hourly rate
	<i>For time worked on Sunday (once not a contracted work day)</i>	First eight (8) hours	Two (2) times hourly rate
		Thereafter	Three (3) times hourly rate
	<i>For time worked on public holiday (once not a contracted work day)</i>	First eight (8) hours	Two (2) times hourly rate
		Thereafter	Four (4) times hourly rate
12.6	Charges representing remuneration fees and expenses related to temporary assignments are invoiced weekly and must be paid within seven (7) days from the invoice date, unless otherwise agreed with the Client.		
12.7	The Client shall sign Timesheets provided. Such signature shall be deemed conclusive that the Client was satisfied with work done and shall pay all charges in full, without dispute or deduction.		
12.8	Failure by the Client to sign any time sheet or charge sheet, shall not preclude Regency invoicing in full for all time worked by the Candidate.		
12.9	If a Candidate has worked with the Client on a temporary basis and the Client wishes to employ them permanently, the stated placement fee is due (Section 9) regardless of the length of time the Candidate was employed on a temporary basis.		
12.10	Failure to pay Regency invoices, on time and as agreed, may result in cancellation of contract(s) and / or non-payment of salaries, bonuses, expenses or other payments owed to Candidates.		

13. DISCIPLINARY ACTION, SEVERANCE, REDUNDANCY OR TERMINATION OF TEMPORARILY EMPLOYED CANDIDATES – DAILY, HOURLY AND MONTHLY PAID

13.1	Candidates shall be employed by Regency and provided to the Client for a specific period of time, to perform specific work under specific conditions.
13.2	Regency is the Employer so a Client cannot unilaterally terminate the employment of any Candidate employed through Regency.
13.3	<p>TERMINATION OF CONTRACT</p> <p>If termination of a Candidate is being contemplated, this must be communicated to Regency immediately and prior to any action. Regency complies with all accepted local Industrial Relations protocols, and shall advise the Client as to appropriate steps to be taken, including notice and / or payment in lieu of notice.</p> <p>Whether a contract of employment is for a fixed term or for an indefinite period it may be terminated by either the employer (Regency) or the worker. There is no legislation governing termination of contracts in general in Trinidad and Tobago, and Common Law is applied in the absence of termination provisions in a collective agreement. There may be termination by performance, by expiry of a fixed term, by agreement of the parties or by breach. An employer has the right to dismiss an employee for just cause. The Common Law on summary and constructive dismissal also applies.</p>
13.4	<p>NOTICE OF TERMINATION</p> <p>A requirement for notice of termination is stipulated. For monthly paid employees this notice period is usually one (1) month.</p>
13.5	<p>RETRENCHMENT AND SEVERANCE</p> <p>According to the Retrenchment and Severance Benefits Act No 32 of 1985 - Section 3,</p>

Regency Recruitment Limited - Terms of Business © February 2010

#48 New Street, Port of Spain, Trinidad, WI

Tel: 868-625-6225 Fax: 868-625-8655

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



	severance does <u>not</u> apply to ‘workers on a specified fixed term basis’ –. <i>3 (1) This Act applies to persons falling within the definition of “workers” under the Industrial Relations Act with the exception of (e) workers employed on a specified fixed term basis or workers engaged to perform a specific task over an estimated period of time where these conditions are made known to the worker at the time of engagement.</i>
13.6	TERMINATION FOR CAUSE If a Candidate is accused of a crime or offence, fails or refuses to comply with written policies or reasonable directives of the Client, is guilty of serious misconduct in connection with performance, or materially breaches provisions of their contract - this must be communicated to Regency immediately by the Client. Regency will then determine appropriate disciplinary action, based on accepted principles and practices of good industrial relations.
13.7	Regency must be included in all mediations, interventions or discussions related to Candidate performance, terms, conditions and contract.
13.8	Regency reserves the right to hold the Client liable for : a) failing to communicate with Regency immediately anything related to the above; b) taking disciplinary action against the Candidate without discussion with Regency; c) payment of any wrongful dismissal or other claims which the Candidate may lodge as a result of (b).

14. ADDITIONAL SERVICES

14.1	Regency can provide additional services at additional cost, with the Client’s consent.
14.2	These services include but are not limited to : - advertising vacancies; - administration of health plan; - coordination of housing rental and vehicle leasing; - testing and screening shortlisted candidates not provided by Regency.

15. PREPARATION AND OWNERSHIP OF TERMS AND CONDITIONS

15.1	These Terms and Conditions of Business were authored, edited and approved by Lara Quentrall-Thomas, Chief Executive Officer of Regency Recruitment Limited, on 1 st February 2010 and shall replace all previous Terms and Conditions of Business. They are the property of Regency Recruitment Limited and may not be altered or copied in any way without the express permission of Regency Recruitment Limited.
------	---

16. SIGNED ACCEPTANCE

_____	_____
<i>Name of Company Representative</i>	<i>Company Name</i>

<i>Signature</i>	

<i>Date</i>	<i>Company Stamp</i>

Regency Recruitment Limited - Terms of Business © February 2010

#48 New Street, Port of Spain, Trinidad, WI

Tel: 868-625-6225 Fax: 868-625-8655

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