



**Regency Recruitment and Resources Limited  
Terms & Conditions of Business 2021**

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## 1. INTRODUCTION

This document sets forth the terms under which Regency shall provide Services to its Clients. For the purposes of these Terms and Conditions of Business, the following shall apply:

- (i) Regency Recruitment and Resources Limited will be referred to as 'Regency' or 'us' or 'our' or 'we'.
- (ii) The Company to whom services are provided will be referred to as the 'Client'.
- (iii) Any individual referred or provided by Regency for interview, permanent, temporary or contract work, will be referred to as the 'Candidate' which shall include singular and plural, and all genders.
- (iv) Terms and Conditions of Business will be referred to as 'Terms'.
- (v) '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.
- (vi) These Terms shall apply for an indefinite period of time.
- (vii) Regency reserves the right to change these Terms, with adequate notice to Clients and in compliance with accepted Industrial Relations practice and the laws of Trinidad and Tobago.

## 2. GENERAL TERMS

2.1	Confidentiality	All Candidate, Client and Regency information shall be deemed confidential.
2.2	Bribery	Regency prohibits all forms of bribery whether they take place directly or through third parties. Regency prohibits its employees from soliciting, arranging or accepting bribes intended for the employee's benefit or that of their family, friends or acquaintances.
2.3	Political Contributions	Regency, its employees, candidates 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.
2.4	Charity	Regency shall ensure that charitable contributions are not used as a subterfuge for bribery, and shall disclose all charitable contributions.
2.5	Gifts	Regency prohibits 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.
2.6	Procurement	Regency shall not deal with contractors and suppliers known or reasonably suspected to be paying bribes, and shall undertake appropriate due diligence in evaluating contractors and suppliers to ensure that they have effective anti-bribery Programmes.
2.7	HR Practices	All HR practices shall reflect Regency's commitment to ethical conduct. Diversity shall be promoted and valued, and Regency subscribes to a philosophy of non-discrimination.
2.8	Confidentiality and Disclosure	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 Confidential Information. The existence of any agreements and the Terms hereof shall only be disclosed to those parties directly involved, except by law or with prior written approval. Notwithstanding the foregoing, it is agreed that Confidential Information shall not include any information which has become publicly known through no wrongful act of either party, been rightfully received from a third party without restriction on disclosure and without breach of any agreement, been independently developed as evidenced by appropriate documentation, been approved for release by written authorization or is required to be disclosed pursuant to Trinidad and Tobago law.



2.9	Termination Conditions	Contracts and agreements between the parties shall be terminated with a minimum of sixty (60) days notice in writing, unless previously agreed. Upon termination of the relationship, parties shall have the right to request the return of all data, reports and other documentation and property, and reproductions of the same.
2.10	Force Majeure	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, pandemic or plant breakdown not caused by the fault or neglect of Regency, its 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.
2.11	Governing Law and Mediation	These Terms are governed by, and construed in accordance with, the laws of the Republic of Trinidad and Tobago. Any disputes shall be mediated in Trinidad and Tobago.

### 3. FINANCE

3.1	Currency	Costs included herein are in Trinidad and Tobago dollars.
3.2	VAT	Value Added Tax (VAT) at 12.5% shall be added to all invoices paid in Trinidad and Tobago.
3.3	Client Satisfaction	Unless and until Regency is notified of dissatisfaction, Clients shall be deemed to be fully satisfied and shall pay invoices presented to them within agreed timeframes.
3.4	Proof of Payment and Credit	Regency reserves the right to ask new Clients to provide proof of ability to pay invoices and to refuse credit to any Client at any time.
3.5	Failure to Pay	Any Client who fails to pay invoices within the agreed time may be subject to interest or referral to a debt collection agency. All costs incurred shall be passed on to the Client.
3.6	Terms	Payment terms are seven (7) days from date of invoice, unless otherwise agreed.

### 4. HIRING OF CANDIDATES

<b>PERMANENT RECRUITMENT (CANDIDATE ON CLIENT PAYROLL)</b>												
4.1	Fee	There shall be a placement fee of one (1) months' salary plus VAT.										
4.2	Refund	<p>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.</p> <p>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:</p> <table border="1" style="width: 100%; text-align: center;"> <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> <p>Any part of a week worked is deemed to be a full week.</p>	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											

<b>TEMPORARY OR CONTRACT ASSIGNMENTS (CANDIDATE ON REGENCY PAYROLL)</b>		
4.3	Fee	There shall be a monthly administration fee of \$1,800 or 10%, whichever is higher, added

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		to employer National Insurance contribution and salary of the Candidate. This fee may be negotiated for groups of 5+ candidates.
4.4	Completion of Assignment	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 or recovery of same.
4.5	Training and Supervision	The Client shall ensure that Candidates sent on assignment are trained in relevant policies and procedures. The Client shall supervise Candidates to ensure safety and wellness, compliance with standards, regulations and procedures, and pre-empt performance issues.
4.6	Performance Management	Regency should be included in all interventions or discussions related to Candidate performance, terms, conditions and assignment extension or termination. All mediation shall be held in Trinidad and Tobago.
4.7	Terms and Conditions	Terms and conditions of each assignment shall be presented to, and signed by, the Client prior to the commencement of the assignment. These include but are not limited to, leave, overtime, entitlements, termination and health plan.
<b>GENERAL</b>		
4.8	Screening	Regency takes all reasonable care in screening Candidates. We make all reasonable efforts to validate employment experience and academic qualifications, and take Candidate test scores in good faith.
4.9	Liability	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. If the Client entrusts a Candidate with money, security, valuables or negotiable documents, then such matters will be at the sole risk of the Client. 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.
4.10	Delayed Hiring	The re-interviewing, recommendation or employment of any Regency Candidate in any capacity, within twelve (12) months of the introduction date, will render the Client responsible for immediate payment of a placement fee of one (1) months' salary plus VAT.
4.11	Compliance	Regency shall provide advice but shall not be liable for Client failure to comply with Trinidad and Tobago industrial relations and labour legislation, standards and practices.

**5. PREPARATION AND OWNERSHIP**

These Terms and Conditions of Business were authored, edited and approved by Lara Quentrall-Thomas, Chairman of Regency Recruitment and Resources Limited, on 28<sup>th</sup> January 2021 and shall replace all previous Terms and Conditions of Business. They are the sole property of Regency and may not be altered or copied in any way without the express permission of Regency. Intellectual property created, made, or originated by Regency shall be the sole and exclusive property of the author except as she may voluntarily choose to transfer such property, in full, or in part. All rights are reserved, including any disposal, exploitation, reproduction, editing and distribution including the applications for property rights.



## 6. CLIENT ACCEPTANCE

Please initial each page and sign below.

WE HEREBY ACCEPT REGENCY RECRUITMENT AND RESOURCES TERMS AND CONDITIONS (2021):

\_\_\_\_\_  
*Name of Company Representative*

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Position in Company*

\_\_\_\_\_  
*Company Stamp*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*