



**Regency Recruitment and Resources Limited**  
**Terms & Conditions of Business**  
**MAY 2023**

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1. INTRODUCTION

This document sets forth the terms under which Regency shall provide Services to our Client. 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) These Terms and Conditions of Business will be referred to as ‘Terms’.
- (iv) Any individual referred or provided by Regency for interview, permanent, temporary or contract work, pursuant to the Terms will be referred to as the ‘Candidate’ which shall include singular and plural, and all genders.
- (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 the Client.
- (vi) These Terms shall apply for an indefinite period of time.
- (vii) Regency reserves the right to change these Terms, with adequate written notice to Clients and in compliance with accepted Industrial Relations practice and the laws of Trinidad and Tobago.

2. GENERAL TERMS

2.1	Bribery	<ul style="list-style-type: none"> <li>i. Regency prohibits all forms of bribery, whether they take place directly or through third parties.</li> <li>ii. Regency prohibits its employees from soliciting, arranging or accepting bribes intended for the employee’s benefit or that of their family, friends or acquaintances, including gifts.</li> <li>iii. Regency prohibits the offer or receipt of hospitality whenever it could affect, or be perceived to affect, the outcome of business transactions, and is not reasonable and bona fide.</li> </ul>
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2.2	Charity	Regency shall ensure that charitable contributions are not used as a subterfuge for bribery.
2.3	Confidentiality and Disclosure	<ul style="list-style-type: none"> <li>i. 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.</li> <li>ii. 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.</li> <li>iii. 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.</li> <li>iv. All candidate referrals made by Regency are made on a confidential basis and the Client shall hold Regency harmless from any liability resulting from Client’s unauthorized disclosure or misuse of information regarding any candidates or their candidacy.</li> </ul>
2.4	Corporate Governance	<ul style="list-style-type: none"> <li>i. We are committed to ensuring that our business is conducted in all respects according to rigorous ethical, professional and legal standards.</li> <li>ii. All the laws that regulate and apply will be complied with.</li> <li>iii. We endeavour to ensure that stakeholders have confidence in the decision-making and management processes of our company, by the conduct and professionalism of all staff. We do this by continually training and developing our staff.</li> <li>iv. All companies and individuals with whom we have a business relationship will be treated in a fair, open and respectful manner.</li> <li>v. Feedback on performance will be actively sought, and we will continually review all activities to ensure best practice is observed at all times.</li> <li>vi. We will allow our Clients and vendors to give feedback on our performance and ensure that all customer comments are analysed, responded to and where appropriate, acted upon.</li> </ul>



2.5	Equality and Diversity	<ul style="list-style-type: none"> <li>i. We shall eliminate discrimination on any grounds and promote equality of opportunity across the entire value chain.</li> <li>ii. We aim to ensure that our Clients and Candidates are able to work together in confidence and be treated with respect by all.</li> <li>iii. Our contracts will take account of the needs of a diverse Client and Candidate base.</li> </ul>
2.6	Force Majeure	<p>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.</p>
2.7	Governing Law and Mediation	<p>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.</p>
2.8	Political Contributions	<p>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.</p>
2.9	Procurement	<p>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.</p>
2.10	Standards of Business Practice	<ul style="list-style-type: none"> <li>i. We believe that a responsible approach to developing relationships between companies and the communities they serve, global or local, is a vital part of delivering business success.</li> <li>ii. When carrying out our business, in consultation with our Clients, we will consider the environmental, social and economic issues.</li> <li>iii. Our contracts will clearly set out the agreed terms, conditions and the basis for our relationship.</li> <li>iv. We will continually review our policies and business practices to ensure fairness and ethical practice in all our business relationships.</li> </ul>



2.11	Termination	<p>i. Contracts and agreements between the parties shall be terminated with a minimum of thirty (30) days notice in writing, unless previously agreed.</p> <p>ii. Upon termination of the relationship, parties shall have the right to request the return of any proprietary data, reports and other documentation and property, and reproductions of the same.</p>
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### 3. FINANCE

3.1	Currency	Costs quoted 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	Interest of 10% per month will be charged on unpaid invoices more than sixty (60) days past due.
3.6	Terms	Payment terms are seven (7) days from date of invoice, unless otherwise agreed.

### 4. HIRING OF CANDIDATES

PERMANENT RECRUITMENT		
4.1	Fee Options	<p><b>CONTINGENT FEE :</b></p> <ul style="list-style-type: none"><li>- For salaries of less than TT\$10,000 per month there shall be a placement fee of one (1) months' salary plus VAT payable when a Candidate is successfully placed with the Client.</li></ul> <p><b>RETAINED FEE:</b></p> <ul style="list-style-type: none"><li>- For salaries above TT\$10,000 per month, there shall be a placement fee of one (1) month's salary, broken into three tranches and payable upon completion of each of the following performance milestones:</li><li>- Milestone 1: Confirmation of search mandate and acceptance of Terms – 50%</li><li>- Milestone 2: Confirmation of agreed shortlist for client interview - 30%</li></ul>



		<ul style="list-style-type: none"><li>- Milestone 3: Written accepted offer received by client / Balance of fee based on final offer to successful candidate – 20%</li></ul> <p>Note: <i>Salary</i> is defined as the Candidate’s fixed monthly salary at the time of hire and shall not include any benefits, bonuses, commissions, or other compensation.</p>
4.2	Refund Policy	<p>In the event the employment of a Candidate referred to Client under these Terms lasts less than one (1) month, and provided that all fees and expenses relating to such referral have been paid, Regency will attempt to refer a replacement candidate for the same position at no additional charge to the Client.</p> <p>Regency’s obligation under this agreement is limited to attempting to find a replacement candidate. No refund will be paid if Client hires a replacement from another source, or if Client is no longer actively seeking to fill the position.</p> <p>To qualify for a refund, the Client must notify Regency in writing or by email within five (5) working days if a Candidate is no longer employed.</p> <p>If Regency is unable to successfully replace the Candidate, the Client shall be entitled to a refund, provided all fees have been settled, as follows:</p> <ul style="list-style-type: none"><li>- 1 week worked = 90% refund</li><li>- 2 weeks worked = 80% refund</li><li>- 3 weeks worked = 70% refund</li><li>- 4 weeks worked = 60% refund</li></ul> <p>Any part of a week worked is deemed to be a full week.</p> <p>The refund shall not apply if the candidate is retrenched by the Client or resigns because Client has significantly modified their job duties, assigned them to another position, or in other way misrepresented the original job engagement.</p>



TEMPORARY AND CONTRACT ASSIGNMENTS (CANDIDATE ON REGENCY PAYROLL)		
4.3	Fee	<ul style="list-style-type: none"> <li>i. There shall be a monthly administration fee of TT\$2,000 or 15%, whichever is higher, added to employer National Insurance contribution and salary of the Candidate.</li> <li>ii. This fee may be negotiated for groups of 5+ candidates.</li> </ul>
4.4	Completion of Assignment	<ul style="list-style-type: none"> <li>i. 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.</li> <li>ii. The Client shall be required to give no less than thirty (30) days notice of end / non-renewal of contract.</li> </ul>
4.5	Training and Supervision	<ul style="list-style-type: none"> <li>i. The Client shall ensure that Candidates sent on assignment are trained in relevant policies and procedures.</li> <li>ii. The Client shall provide all required EAP, tools and equipment to ensure the Candidate is equipped to adequately and safely perform assigned tasks.</li> <li>iii. The Client shall supervise Candidates to ensure safety and wellness, compliance with standards, regulations and procedures.</li> </ul>
4.6	Performance Management	<ul style="list-style-type: none"> <li>i. Regency should be included in all interventions or discussions related to Candidate performance, terms, conditions and contract extension or termination.</li> <li>ii. Regency must be advised of any dissatisfaction with Candidate performance, in a timely manner, so that proper IR practices and protocols may be followed.</li> <li>iii. All mediation shall be held in Trinidad and Tobago, virtually or in person.</li> </ul>
4.7	Terms and Conditions	Terms and conditions of each specific assignment shall be presented to, and signed by, both the Candidate and Client prior to the commencement of the assignment. These include but are not limited to, leave, overtime, entitlements, termination and health plan.



GENERAL		
4.8	Screening	<ul style="list-style-type: none"> <li>i. Regency takes all reasonable care in screening Candidates.</li> <li>ii. Regency facilitates screening of candidates through reference checks, academic validation and interviews.</li> <li>iii. We make all reasonable efforts to validate employment experience and academic qualifications, and take Candidate test scores in good faith.</li> <li>iv. Regency does not guarantee the performance of any candidate or the accuracy of information provided regarding a candidate.</li> <li>v. Additional screening can be provided if required and at additional cost.</li> </ul>
4.9	Liability	<ul style="list-style-type: none"> <li>i. 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.</li> <li>ii. 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.</li> <li>iii. 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.</li> </ul>
4.10	Delayed Hiring	The employment of any Regency Candidate in any capacity, or introduction of a Regency candidate to another employer, 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.
4.12	Acceptance	Client acceptance of candidate details from Regency, interviewing of candidates referred by Regency, or employment of any such candidates shall constitute Client acceptance of the terms and conditions herein.





**5. PREPARATION AND OWNERSHIP**

- i. These Terms and Conditions of Business were authored, edited and approved by Lara Quentrall-Thomas, Chairman of Regency Recruitment and Resources Limited, on 17<sup>th</sup> May 2023 and shall replace all previous Terms and Conditions of Business.
- ii. They are the sole property of Regency and may not be altered or copied in any way without the express permission of Regency.
- iii. Intellectual property created, made, or originated by Regency shall be the sole and exclusive property of Regency except as they may voluntarily choose to transfer such property, in full, or in part.
- iv. 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 2023:

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

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

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

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

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

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