



Terms & Conditions

Maritime Crew Placement

TERMS AND CONDITIONS (CLIENT)

MSWI Crew Placement (“www.maritimeschool.net”) provides a website to facilitate the employment of qualified personnel by Superyacht owners, operators and agents. By accessing or using the website and services, you (“the client”) agree to be bound by the terms and conditions

1. The Contract

1.1. Maritime Crew Placement (hereafter “the Company”) endeavours at all times to comply with its obligations under the Maritime Labour Convention 2006 (MLC) and related primary and secondary SXM legislation.

1.2. These terms and conditions should be read in a way that is consistent with the MLC and related legislation at all times and where conflict arises the MLC will take priority.

2. Definitions

2.1. “Company”: MaritimeCrew Placement, a SXM registered Company (SF Sailing NV), operates www.maritimecrewplacement.com. Also refers to trading name: Maritime Crew Placement.

2.2. “Crew / Crew member”: Any person submitting their information via website, email, through verbal presentation to the Company or otherwise indicating their desire to find employment through Maritime Crew Placement.

2.3. “Candidate”: A prospective Crew member.

2.4. “Engagement”: When a Candidate and/or Crew member enters into any employment contract (including a Seafarers Employment Agreement) with a Client.

2.5. “Registration”: The process undertaken by Crew seeking work to submit their details to the Company.

2.6. “Client”: Any person or entity requesting Crew from the Company, including but not limited to the owner of the yacht, the yacht, the captain or any other Crew member or agent or management firm acting on behalf of them. Maritime Crew Placement is not and will not be the employer of any Crew member at any time. The Client is responsible for all remuneration to the Crew Member.

2.7. “Website”: The Company website, www.maritimecrewplacement.com.

2.8. “Seeking crew form”: A request to find Crew received by the employer.

2.9. “Submitted, submission or submittal”: The forwarding of or presentation of Crew from the Company to the Client by any means are valid for 12 months from the date of submission. So should you hire a Candidate we have sent within 12 months from the date of submission you will be liable for the full fee.

2.10. “Full-time”: Any position which either:

2.10.1. does not have a fixed end date; and/or

2.10.2. intended employment of longer than ninety (90) days; and/or

2.10.3. Any actual employment that is longer than ninety (90) days.

2.11. “Temporary”: Any position which either:

2.11.1. has a fixed end date; and/or

2.11.2. intended employment is less than ninety (90) days.



- 2.12. “MLC”: International Labour Organisation’s (ILO) Maritime Labour Convention 2006, and any successor or amendment treaty to the same.
- 2.13. “Services”: the Company shall gather information and availability of Crew and provide the Client with appropriate contact details of suitable Crew members who confirm that they wish to be considered for the position offered by the Client. The Company provides an introduction-only service; any engagement shall be negotiated and entered into directly between the Client and the Crew Member.
- 2.14. “Seafarers Employment Agreement (SEA)”: the agreement governing the seafarer's work on the ship, as defined by regulation 3 of the Merchant Shipping (Maritime Labour Convention) (Recruitment and Placement) Regulations 2014.

3. Fee Policy

3.1. The provision of the services will be subject to the payment by the Client of an appropriate placement fee calculated on the following basis:

3.1.1 Full-time Placements (Crew employed for a period exceeding ninety (90) days):

The fee will be 85% of one month’s gross salary.

3.1.2 Temporary Placements (Crew employed on a daily, weekly or monthly basis up to ninety (90) days):

Fees are calculated on a time on-board basis. The fee will be 20% of the accumulated salary earned for the period(s) employed subject to a minimum charge of \$200.

3.1.3 In the event that any Crew introduced by the Company to the Client is employed or re-employed directly by the Client (with or without our involvement) within the period of one year from the date of our initial introduction of the Crew, the Client will be liable for the applicable placement fee in accordance with the fee policy.

3.1.4 In the event that the Client obtains any information and/or documentation relating to the Crew from another source prior to the initial introduction by the Company, the Client must inform the Company of the fact immediately.

3.1.5 The Company reserves the right to claim any applicable fee, including but not limited to the introduction fee and/or placement fee should the Client decide to use the information and/or documentation provided by us in favour of that provided by the other source.

3.1.6 At no point will the Company charge any fee, whether directly or indirectly or otherwise, to the Candidate and/or Crew member. All fees charged by the Company in accordance to the provision of services to the Client will be the sole liability of the Client.

3.1.7 The Company requires all contracting Clients to not pass on the cost of fees and/or any charges (unless expressly excluded below) to the Crew member and/or Candidate. The Client accepts that any breach of this clause (3.1.7) could constitute a repudiatory breach of contract that may result in liability for damages.

4. Payment Policy



- 4.1. Unless credit is already established with the Client, the Client's full credit card details will be required in advance of securing a placement. The Client is therefore obliged to supply the necessary credit card information in order to make this possible.
- 4.2. Payment will only be charged to the credit card if full payment is not received in accordance with this policy (see below).
- 4.3. A surcharge of 3% of any placement fee will be applied when payment is made by credit card.
- 4.4. Full-time Placements: Payment must be received within thirty (30) calendar days from the date of commencement of employment;
- 4.5. Temporary placements: Payment must be received within fourteen (14) calendar days from the date of invoice.
- 4.6. In the event that a temporary placement is extended beyond the period for which the placement fee was originally calculated, we will issue an additional invoice for the shortfall due to us in accordance with the fee policy.
- 4.7. All placements will be charged for the period(s) employed, in accordance with the fee policy
- 4.8. All placement fees with Maritime Crew Placement are VAT exempt.
- 4.9. The Client has a maximum period of ninety (90) days of the start of the employment to raise concern about the Crew placed and take appropriate actions and terminate the employment of the placed Crew in order to be eligible to a replacement.
- 4.10. If payment is not received within the relevant time periods stipulated in 4.4 and 4.5 above, (including by credit card), the Company reserves the right to:
 - 4.10.1 Charge 5% of the amount owed per day until the total balance (including accrued charges under this clause) is settled by the Client.
 - 4.10.2 Enforce this contract by legal proceedings in the Courts of St Maarten.
- 4.11. If the Client is not satisfied with the Crew member placed the Client must, as soon as reasonably practicable and in any event, subject to clause 4.9 above:
 - 4.11.1. raise their concerns with the Company;
 - 4.11.2. if necessary, terminate the employment of the relevant Crew member employed; and
 - 4.11.3. request a replacement.
- 4.12. In the event that a Client does not follow clause 4.11 above, a 20% charge of the overall earning of the placed Crew will be charged.

5. Placement Warranty

5.11. Subject to strict compliance by the Client of these provisions:

Full Time Placement Warranty

Should the placement leave without just cause or be dismissed with just cause within ninety (90) days of the start of the employment then a temporary placement fee will be charged and the balance of the full time placement fee will be kept as credit for any future, new placement for a period no longer than twelve (12) months.

Temporary Placement Warranty

No temporary placement warranty is given. Fees are calculated on a time on-board basis (Crew employed on a daily, weekly or monthly basis up to ninety (90) days): The fee will be 20% of the accumulated salary earned for the period(s) employed subject to a minimum charge of \$200.



5.11.1. Any and all warranties given under this section shall only be valid if the placement fee is paid in accordance with the payment policy (clause 4 above).

5.11.2. Further to the preceding clause 5.11.1., all warranties under this section will only be acted upon by the Company if we have been notified by the Client in writing (including by e-mail) within five (5) working days from the date on which the employment was terminated.

5.11.3. In the event that the Company does not provide a replacement or the Client finds replacement by other means, fees already paid will be kept as credit for any future new placement for a period no longer than twelve (12) months.

5.11.4. Any and all warranties under this clause may be invalidated at our absolute discretion in the event of the following:

5.11.4.1. Change of ownership of the superyacht on which the Crew is/are employed;

5.11.4.2. Any substantial change in schedule from that planned at the time of the employment of the Crew;

5.11.4.3. Change of Captain and / or of the management company;

5.11.4.4. Any change actioned by the Client or third party that results in the termination of the employment of any Crew introduced by us;

5.11.4.5. Failure by the Client to maintain a safe working environment for the Crew;

5.11.4.6. Any other occurrence materially affecting the conditions of employment of the Crew, including a material change in the Client's requirements (job description, required qualifications and the like) without prior notice to us; and/or

5.11.4.7. Any breach by the Client, either directly or indirectly, of the MLC and/or related legislation governing labour conditions.

6. Confidentiality Clause

6.11. The Company will keep confidential all information imparted by the Client which relates to the business of the Client and which the Client declares is confidential or may otherwise be reasonable expected to be confidential.

6.12. The Client specifically acknowledges that information marked as to be disclosed to Candidates and/or Crew members (either on the website or otherwise) shall not be considered confidential.

6.13. All information in respect of a Crew member is confidential information imparted to the Client for the sole purpose of enabling the Client to determine whether the Crew member is suitable for engagement. The Client warrants to keep such information confidential and will not use it for any purpose other the verification of information supplied.

6.14. The Company may withhold information known to it about a Candidate and/or Crew member if required to do so by the individual concerned, or by International Convention, and / or the Data Protection Act 1998 or by law.

7. MLC Compliancy Requirements – the Company

7.11. The Company will endeavour to operate its services in an orderly manner that protects and promotes seafarers' employment rights as provided for in the MLC.



7.12. The Company will operate in conformity with all standardized systems of licensing and/or certification or other forms of regulation as may be established from time to time in accordance with the MLC.

7.13. The Company will comply with Regulation 1.4 (A1.4) MLC and specifically the requirements of subsection 5 including:

7.13.1. The Company will not use any means or mechanisms intended to prevent or deter seafarers from gaining employment where otherwise qualified;

7.13.2. No fees or charges for seafarer recruitment or placement or for the provision of employment for seafarers will be borne directly or indirectly in whole or in part by the seafarer, with the exceptions of the costs of the seafarer obtaining:

7.13.2.1. a national statutory certificate;

7.13.2.2. the national seafarers' book;

7.13.2.3. a passport or similar travel documents, but not including however the costs of visas which shall be borne by the ship-owner and/or Client.

7.13.3. The Company will maintain an up to date register of all seafarers recruited or placed through them to be available for inspection by competent authorities.

7.13.4. The Company will ensure that Crew members are aware of their rights under the MLC, including the right to see the conditions of their contract of employment prior to engagement with the Client and to be given their own copy of the contract.

7.13.5. The Company will take reasonable steps to ensure that Candidates recruited or placed by them are qualified and hold the documents necessary for the job concerned.

7.13.6. The Company will take reasonable steps to verify that the seafarers' employment agreements are compliant with applicable laws and regulations and consistent with any relevant collective bargaining agreement that forms part of the employment agreement.

7.13.7. The Company will take reasonable steps to verify that the Client has the means to protect seafarers from being stranded in a foreign port.

7.13.8. The Company will examine and respond to any complaint concerning their activities and advise the competent authority of any unresolved complaints.

7.13.9. The Company will require the Client to obtain insurance prior to engagement of Crew members sufficient to compensate and safeguard Crew members from suffering financial or other loss.

9. MLC Compliance Requirements – General

9.11. All parties agree to any supervision and control of seafarer recruitment and placement services by the relevant competent authority operating in accordance with national law.

9.12. All parties will cooperate with any investigations undertaken by the competent authority.

9.13. All parties will comply with the national operating standards and practices in respect of:



9.13.1. Medical examinations

9.13.2. Identity documentation and other necessary documents as may be necessary to gain employment

9.13.3. Record keeping of seafarers' information, including the maintenance of such records, which shall include:

9.13.3.1. Seafarers qualifications;

9.13.3.2. Record of employment;

9.13.3.3. Personal data relevant to employment;

9.13.3.4. Medical data relevant to employment.

9.13.4. All information kept by either party shall be received and retained with due regard for the right to privacy and the protection of confidentiality and will be subject to national laws in respect of data protection.

9.13.5. Records of emergency contact information will be maintained.

9.13.6. A means by which seafarers can contact an emergency contact at all times.

9.13.7. Procedures to prevent exploitation of seafarers, including where instances arise from the issue of joining advances or any other financial transaction between the ship-owner and/or Client and the Crew member.

9.14. All parties will clearly notify the Crew member of any costs that may be applicable to the commencement of employment before engagement.

9.15. All parties are responsible to verify all qualifications independently prior to and as soon as the crew member joins the vessel.

10. Crew Information

10.1. Crew members are responsible for the accuracy of information on their CV's and the information contained within their profiles on the Company database. Whilst reasonable efforts are made to verify the accuracy of information submitted by Crew members, the Company accepts no liability should this information be inaccurate or any consequences resulting from inaccurate information.

10.2. The Company operates in accordance with all applicable discrimination laws and legislation.

10.3. The Company shall not be liable for any failure on the part of the Client to comply with all applicable discrimination laws and legislation.

10.4. The Client permits the Company to process its personal data as defined by the Data Protection Act 1998, including but not limited to the transfer of that personal data outside of the EEA, and recognises that the consent for any such transfer is necessary for the effectiveness of this agreement.

11. Liability

11.1. The Company assumes no liability for the costs associated with interviewing, hiring, accommodation, engaging, terminating, repatriating or others associated with engaging the Crew. All liabilities as listed above will be the responsibility of the Client.

11.2. The Client:

11.2.1. has absolute discretion as to the employment or engagement of the Crew member



11.2.2. is responsible for all acts and omissions of the Crew member

11.2.3. is responsible for all remuneration or fees payable to the Crew member.

11.3. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, cost or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the employer arising from the placement of a Crew member.

11.4. In the event that a Crew member is dismissed by the Client for any cause or leaves before the end of the anticipated engagement, the Company shall have no obligation to find a replacement or to provide contact details of alternative Crew members, same as otherwise provided for in the circumstances contained in these Terms and Conditions.

11.5. The Client indemnifies the Company against any loss, damage or expenses suffered by them arising from the referral of, or any acts or omissions of, any Crew member, or otherwise arising from any breach of these Terms and Conditions.

11.6. The provisions of clause 11 continue to bind the parties after these Terms and Conditions have ceased to apply.

11.7. While the Company endeavours to respond to queries promptly and maintain an operational website at all times it shall not be liable for failure to do so.

11.8. If and in the event that liability cannot be excluded it shall be limited to the fee paid by the Client in relation to the relevant Crew member.

11.9. The Company shall not be liable for any failure on the part of the Client to comply with the Merchant Shipping (Maritime Labour Convention) (Recruitment and Placement) Regulations 2014 and / or the Merchant Shipping (Hours of Work) Regulations 2002 as amended.

12. Expenses

12.1. The Client is responsible for all hiring expenses incurred.

13. Contract

13.1. Receiving these Terms and Conditions via post or email will be considered an acceptance of the contents contained within unless otherwise indicated by the Client within 48 hours of receipt of the Terms and Conditions.

13.2. The Company reserves the right to change these terms periodically. The Client will be sent the updated Terms and Conditions and has the right to renegotiate the terms should they prove unsatisfactory, subject to notification by the Client in writing of the intention to renegotiate within 14 days of the receipt of the updated Terms and Conditions.

14. Law and Jurisdiction

14.1. These Terms are governed by the law of St.Maarten and the MLC (2006).