



## Maritime Crew Placement TERMS AND CONDITIONS (CREW)

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

### 1. General principles

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”: Maritime Crew Placement, a SXM registered Company (SF Sailing NV), operates www.maritimeplacement.com. Also refers to trading name: MSWI 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 and/or www.maritimecrewplacement.com.

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 Vessel Operator or an Associated Entity and/or to be engaged as an independent contractor or as an employee, either directly or indirectly through any other Company or entity, to work on or in connection with any Vessel Operator or an Associated Entity. Maritime Crew Placement (www.maritimecrewplacement.com) is not and will not be the employer of any Crew member at any time.

2.5. “Commencement Date”: the date on which the Crew member starts performing services for the Vessel Operator or an Associated Entity.

2.6. “Refer” or “Referral”: the forwarding of contact details of the Crew member by the Company to a Vessel Operator.

2.7. “Crew Details”: personal details, work experience, work history, qualifications and availability supplied to the Company by the Crew member.

**updated @2021**



2.8. “Vessel Operator’s Criteria”: details, requirements or otherwise, supplied by the Vessel Operator about the Vessel Operator or the specific position.

2.9. “Match”: when the Company determines at its discretion that a Crew member’s details satisfy a Vessel Operator’s Criteria.

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

### 3. Services

3.1. The Company shall maintain a database of Crew’s Details and Vessel Operator’s criteria.

3.2. Where a Match occurs the Crew member agrees that the Company may at its discretion provide the Vessel Operator with the Crew member’s details.

3.3. This is an introduction only service and any engagement shall be negotiated and entered into directly between the Vessel Operator (or Associated Entity) and the Crew member. The Vessel Operator (or Associated Entity) is solely responsible for all remuneration to the Crew member.

### 4. Fees

4.1. 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, Candidate or Crew member, with the exceptions of the costs of the seafarer obtaining:

4.1.1.1. a national statutory certificate;

4.1.1.2. the national seafarers’ book;

4.1.2. a passport or similar travel documents, but not including however the costs of visas which shall be borne by the Vessel Operator or Associated Entity.

4.2. The Crew member recognises that the Company may charge the Vessel Operator for successful placements of Crew members.

4.3. Crew members shall advise the Company of any engagement with a Vessel Operator or Associated Entity that occurs within 12 months of a referral taking place.

4.4. The Crew member shall not withhold any information which may prohibit the Company charging or recovering the appropriate fee from the Vessel Operator or Associated Entity.



## 5. Warranties

5.1. The Company will not be liable for any untrue statements or misrepresentations made by the Crew member or the Vessel Operators.

5.2. All implied terms, conditions or warranties are excluded from this contract to the maximum extent permitted by the law.

## 6. MLC Compliancy Requirements – the Company

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

6.2. 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.

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

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

6.3.2. 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:

6.3.2.1. a national statutory certificate;

6.3.2.2. the national seafarers' book;

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

6.3.3. 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.

6.3.4. The Company will take reasonable steps to 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 Vessel Operator and to be given their own copy of the contract.

6.3.5. 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.

6.3.6. The Company will take all reasonable steps to ensure that the Vessel Operator has the means to protect seafarers from being stranded in a foreign port.

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

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

**updated @2021**



6.3.9. The Company will take reasonable steps to notify the Crew member of any costs that to its knowledge may be applicable to the commencement of employment before engagement and that the Candidates and/or Crew members are advised of any particular conditions applicable to the job for which they are engaged and are made aware of a ship-owner or Client's policies relating to the employment.

6.3.10. The Company will take reasonable steps to verify that the labour conditions on ships where Crew are placed are in conformity with applicable collective bargaining agreements concluded between ship-owners' and seafarers' representative organisations.

## 7. MLC Compliancy Requirements – General

7.1. 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.

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

## 8. Crew Information

8.1. 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 responsibility should this information be inaccurate or any consequences resulting from inaccurate information.

8.2. The Crew Member and / or Candidate permits the Company to process his / her 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.

## 9. Liability

9.1. The Company assumes no liability for the costs associated with interviewing, hiring, accommodation, engaging, terminating, repatriating or others associated with engaging the Crew.

9.2. The Vessel Operator and/or Associated Entity:

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

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

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



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

9.4. 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 engagement, same as for provided in the circumstances contained in these Terms and Conditions.

9.5. The provisions of clause 9 continue to bind all parties after these Terms and Conditions have ceased to apply.

9.6. 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.

## 10. Contract

10.1. Receiving these Terms and Conditions via post or email will be considered an acceptance of the contents contained within unless otherwise indicated by the Crew member within 48 hours of receiving the Terms and Conditions.

10.2. The Company reserves the right to change these terms periodically. The Crew member will be sent the updated Terms and Conditions.

## 11. Law and Jurisdiction

These Terms are governed by the law of St Maarten and are subject to the exclusive jurisdiction of the Courts of ST Maarten.