



Connecting World-Class Yachts with Hardworking Crew

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1. The Service

Client Terms and Conditions

1.1 **TYS Recruitment Ltd.** is a UK registered limited company (address: 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, UK) specialising in the introduction of professional yacht personnel (“Crew”) to prospective employers, their representatives and/or agents (“Clients”). Our role is that of a personnel introduction agency “The Service”. We only introduce Crew to the Client and any employment agreement or contract (whether made verbally or in writing) entered into by the Client and any Crew following an introduction by us is and remains the sole responsibility of the Client.

1.2 The provision of the Service is subject to the written acceptance (by email) of the Terms & Conditions contained herein (“Terms”). By entering business with us the Client is deemed to have accepted these Terms.

1.3 Although we make every effort as part of the service to interview Crew and verify their details, references and/or qualifications, we strongly recommend that the Client

conducts its own investigations before entering into an employment agreement or contract with the Crew.

1.4 Any information and/or documentation (including, but not limited to, resumes, contact details, qualifications etc) pertaining to any Crew introduced by us to the Client is for the sole use of the Client and must not be disclosed to any third parties without our expressed written approval. Introductions of Crew are confidential. If a Client discloses a Crew's details to a third party, that will be deemed to be a "Third Party Introduction".

If that Third Party Introduction results in a placement of the Crew by the third party within 12 months of the agency's introduction of the Crew to the Client, then the Client will be liable to the agency for payment of a "Placement Fee" in accordance with clause 2. Neither the Client nor the third party shall be entitled to a refund of the Placement Fee under clause 4 in any circumstances.

1.5 These Terms constitute the contract between TYS Recruitment Ltd.. and the Client for the supply of permanent or temporary staff (to be engaged directly by the Client) and are deemed to be accepted by the Client by virtue of either an Introduction, a Placement Offer or Placement, a request by the Client to receive information regarding Crew, to interview Crew or the passing by the Client of any information about Crew to any third party. For the avoidance of doubt, these Terms apply whether Crew are placed for the same type of work as that for which the service was originally affected.

1.6 In alignment with MLC Requirement, Standard A1.4 para 5(c)(ii): On placement of a candidate, the agent will request a copy of the candidate's seafarer employment agreement before and after it has been signed, to ensure that it aligns with Flag State laws and regulations, including any Collective Bargaining agreement (CBA). This is used to send to the successful candidate and keep on record.

2. Fee Policy

2.1 The provision of the Service will be subject to the payment of an appropriate placement fee calculated on the following basis:

a, **Full-time Placements** (Crew employed for a period exceeding six (6) months): The fee will be 90% of one (1) month's gross salary.

b, **Seasonal Placements** (Crew employed for a period exceeding two (2) months but less than six (6) months): The fee will be 75% of one (1) month's gross salary.

c, **Temporary Placements** (Crew employed on a daily, weekly or monthly basis up to two (2) (c) months): The fee will be 40% of the accumulated salary earned for the period(s) employed subject to a minimum charge of €300.

2.2 In the event that any Crew introduced by us to the Client are employed or re-employed directly by the Client (with or without our involvement) within the period of one (1) year from the date of our initial introduction of the Crew, the Client will be charged the applicable placement fee in accordance with the fee policy.

2.3 In the event the Client obtains any information and/or documentation pertaining to the Crew from another source prior to our initial introduction the Client must inform us immediately. We reserve the right to claim the introduction and any applicable 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. Payment Policy

3.1 Payments can only be paid by bank transfer.

3.2 Full-time Placements: Payment must be received within thirty (30) calendar days from the date of commencement of employment, late payments jeopardise warranty.

3.3 Temporary and seasonal placements: Payment must be received within fourteen (14) calendar days from the date of invoice.

3.4 Any late payment will incur an additional 5% charge which will be added to the outstanding invoice.

3.5 In the event that a temporary or seasonal 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. All placements will be charged for the period(s) employed, in accordance with the fee policy.

3.6 All placement fees with TYS Recruitment Ltd. are VAT exempt.

3.7 The Client has a maximum period of 1 month on seasonal contract and 2 months on permanent contract from the date of invoice to raise concern about the crew placed and

take appropriate actions and terminate the employment of the placed crew to be eligible to a replacement.

3.8 The client is liable to pay the bank charges for the payment of the placement fee

3.9 A surcharge of 2.9% of any placement fee will be applied when a placement is made by credit card.

4. Placement Warranty

4.1 Subject to strict compliance by the Client with the provisions of clause 4.2

- a. *Full Time Placement Warranty*: Should the placement leave without just cause or be dismissed with just cause within three (3) months 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.
- b. *Seasonal Placement Warranty*: Should the placement leave without just cause or be dismissed with just cause within thirty (30) days, the balance of the seasonal placement fee will be kept as credit for any future new placement for a period no longer than twelve (12) months.
- c. *Temporary Placement Warranty*: No temporary placement warranty is given. Fees are calculated on a time on-board basis.

4.2 The Warranty shall only be valid if the placement fee is paid in accordance with the payment policy (clause 3.3) and if we have been notified by the Client in writing (by e-mail) within 48 hours from the date on which the employment was terminated. Should we not provide a replacement, or the client finds replacement by other ways, credit will be kept as credit for any future new placement for a period no longer than twelve (12) months.

4.3 The Warranty may be invalidated at our discretion in the event of the following:

- a. Change of ownership of the yacht on which the Crew is/are employed, any major change in schedule from that planned at the time of the employment of the Crew.
- b. Change of Captain or of the management company resulting in the termination of the employment of any Crew introduced by us.

- c. Failure by the Client to maintain a safe working environment for the Crew, or 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.

5. Liability

5.1 All liability, whether in contract, tort or otherwise, for any loss, damage, cost or expense, is hereby excluded to the fullest extent permitted by law.

5.2 By agreeing to these Terms & Conditions, the client agrees to take full responsibility and ensure that they have Protection & Indemnity cover to protect seafarers from being stranded in a foreign port.

5.3 On employment of a candidate, the client will need to supply a copy of their Protection & Indemnity certificate with a clear indication of the expiration.

6. Jurisdiction

6.1 Any dispute arising out of or in connection with these Terms shall be submitted to the non-exclusive jurisdiction of the English Courts.

6.2 We, and the Client, irrevocably agree that any legal suit, action or proceedings ('Proceedings') arising out of or in connection with these Terms may be brought in such courts as referred to in clause 6.1, at the option of the party taking Proceedings, and hereby waive any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

6.3 The foregoing notwithstanding, we may bring or commence proceedings in rem to obtain security, seizure, arrest or any other similar remedy against any property belonging to the Client in any other state or jurisdiction.

7. General

7.1 If any part of these Terms is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms will not be affected.

7.2 Words denoting the singular include the plural and vice versa, and words denoting the masculine include the feminine and neuter and vice versa.

7.3 Failure by us to enforce any right does not result in waiver of such right.

7.4 Nothing in these Terms shall confer or purport to confer any right or benefit on any third party.

7.5 We reserve the right to amend these Terms from time to time.

I confirm that I agree to these Terms and Conditions and to the Placement Fees outlined in 2.1

Name:

Position:

Vessel Name:

Date:

Vessels Billing Address (*for invoicing purposes*):