



## **KnotSpirit Ltd. - Client Terms & Conditions**

### **1. The Service**

1.1 KnotSpirit Ltd. is a limited company specialising in the introduction of professional yacht personnel ("Crew") to prospective employers, their representatives and/or agents ("Clients"). KnotSpirit Ltd. became MLC Compliant as of Friday 23<sup>rd</sup> March, 2018. Our role is that of a personnel introduction agency "The Service". KnotSpirit Ltd. only introduce Crew to the Client and any employment agreement or contract (whether made orally or in writing) entered in to by the Client and any Crew following an introduction by us 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 into 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, CV's, 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 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, 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 KnotSpirit 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. To avoid any doubt, these Terms apply whether or not Crew are placed for the same type of work as that for which the service was originally affected.

1.6 On placement of a candidate, a copy of the SEA agreement is required by KnotSpirit Ltd. ensuring it is in compliance with MLC regulations. A blank copy may be kept on file for future reference to the requirements and offer from the vessel in question.

### **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 months)

The fee will be 100% of one month's gross salary.

(b) Seasonal Placements (Crew employed for a period exceeding three months but less than six months)

The fee will be 72.5% of one month's gross salary.

(c) Temporary Placements (Crew employed on a daily, weekly or monthly basis up to three months)

The fee will be 22.5% of the accumulated salary earned for the period(s) employed subject to a minimum charge of €225.

2.2 In the event that any Crew introduced by KnotSpirit Ltd. to the Client are 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 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 Unless credit is already established with the Client, the Client's full credit card details will be required in advance of securing a Crew Placement. The Client is therefore obliged to supply the necessary credit card information in order to make this possible. Payment will only be charged to the credit card if full payment is not received in accordance with this clause 3.

3.2 A surcharge of 0% of any placement fee will be applied when payment is made by Credit Card (VISA or MASTERCARD).

3.3 Full Time Placements:

(a) Payment must be received within thirty calendar days from the date of employment.

(b) Late payments could jeopardise warranty.

3.4 Temporary and Seasonal Placements:

(a) Payment must be received within fourteen calendar days from the date of invoice.

(b) Late payments could jeopardise warranty.

3.5 In the event that a Temporary or Seasonal Placement is extended beyond the period for which the fee was originally calculated, we will issue an additional invoice for the shortfall due to us in accordance with the Fee Policy. All selections will be charged for the period(s) employed, in accordance with the Fee Policy.

3.6 All Placement Fees with KnotSpirit Ltd. are VAT exempt.

### **4. Warranty**

4.1 Permanent Crew Member:

In the event that the hiring of a Permanent Crew Member is unsuccessful during the first ninety (90) days of employment, KnotSpirit Ltd. will offer a replacement Crew Member at no additional cost to the vessel if:

- (a) KnotSpirit Ltd. has been paid in full by the due date.
- (b) KnotSpirit Ltd. are advised within twenty-four (24) hours of termination or resignation.
- (c) Working conditions are normal, and there has been no change of Captain, Yacht Ownership or Job Description.

KnotSpirit Ltd. promotes safe working conditions for all Crew Members and can terminate this warranty should the yacht and/or working conditions be deemed unsafe.

#### 4.2 Seasonal Crew Member:

In the event that the hiring of a Seasonal Crew Member is unsuccessful during the first thirty (30) days of employment, KnotSpirit Ltd. will offer a replacement Crew Member at no additional cost to the vessel if:

- (a) KnotSpirit Ltd. has been paid in full by the due date.
- (b) KnotSpirit Ltd. are advised within twenty-four (24) hours of termination or resignation.
- (c) Working conditions are normal, and there has been no change of Captain, Yacht Ownership or Job Description.

KnotSpirit Ltd. promotes safe working conditions for all Crew Members and can terminate this warranty should the yacht and/or working conditions be deemed unsafe.

#### 4.3 Temporary Crew Member:

- (a) No temporary placement warranty is given.
- (b) Fees are calculated on a time on-board basis.

### **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 and Conditions, the client agrees to take full responsibility and ensure that they have Protection and Indemnity cover to protect seafarers from being stranded in foreign port.

5.3 On employment of a candidate, the client will need to supply a copy of their Protection and 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 KnotSpirit Ltd. 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 KnotSpirit Ltd. reserve the right to amend these Terms from time to time.

**8. Extra Crew**

8.1 Should the vessel require extra crew or staff, in the capacity of Captain, First Mate, Engineer, Chef, Stewardess, Deckhand, the same fee, unless otherwise negotiated, will be applied as per clauses 2.1 and 2.2 in this agreement, inclusive of warranty.

8.2 All Crew in a couple team, will be charged as per our normal Crew rate in full for both Crew member and partner, based on the total combined wage.

I confirm that I agree to these Terms and Conditions and to the Placement Fees outlined in Clause 2, and that should KnotSpirit Ltd. provide a successful candidate, the relevant fee will be charged.

**Name**

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**Signature**

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**On Behalf of Vessel Name /Client Name**

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**Date**

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