



**KNOT**  
passion.bound

## **KnotSpirit Ltd. - Terms and Conditions for Temporary and Permanent Candidates.**

### **Definitions:**

In these Terms and Conditions, the following definitions apply:

#### **Client:**

The person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 (English Law) to which the Candidate is introduced and is the registered Owner of the Vessel.

#### **Consultancy:**

KnotSpirit Ltd. Registered Address: First Floor, 85 Great Portland Street, London, W1W 7LT

#### **Vessel:**

The vessel to which the Consultancy provides a Candidate for interviews and subsequent employment.

#### **Candidate:**

The person/crew member introduced by the Consultancy to the Client for interview and subsequent employment.

Please read the following Terms and Conditions as guidance and potential employment protection.

KnotSpirit Ltd. does not use any means, mechanisms or black lists intended to prevent or deter seafarers from gaining employment for which they are qualified.

There are no costs directly or indirectly, in whole or in part payable by the candidate other than the cost of obtaining a statutory medical certificate, National Seafarers Book - if applicable, Passport and or other personal travel documents. The cost of visas will be borne by the vessel owner.

KnotSpirit Ltd. will at no cost assist concerned Next of Kin or family members with any advice and/or guidance where possible.

Upon request, KnotSpirit Ltd. will endeavor to obtain a draft Seafarers Employment Agreement (SEA) for the information for the candidate which encompasses, as far as possible, the vessels obligations to you under MLC 2006.

SEA's are required to comply with current national laws and regulations and should include any Collective Bargaining Agreement that may apply to them. Together they should not be less favorable than the minimum standards laid down by the MLC. This gives sufficient time to study the content before and after signing a SEA with the Client. Please ensure you also receive a copy of this.

Upon placement on a vessel through the means of recruitment via KnotSpirit Ltd. a copy of your SEA will be requested by us to keep on file for future reference.

The following link will provide more information regarding the Maritime Labour Convention (MLC) for your perusal.

<https://www.gov.uk/seafarer-working-and-living-rights/maritime-labour-convention>

In summary it requires Flag States to carry out regular inspections. It sets out responsibilities of vessel owners to the seafarers and requires documentation to be provided, which makes clear the standards of working and living conditions on-board. **KnotSpirit Ltd. will endeavor to make sure that the Client is financially stable and able to fulfil its obligations to you.**

It is illegal to engage a person less than 16 years of age on a vessel (or 18 years of age as a Chef). KnotSpirit Ltd. will not nominate such individuals to our Clients. Should you have any complaint or grievance whilst employed on a yacht following placement by KnotSpirit Ltd. or are required to respond to any alleged complaint or grievance levelled against you which you choose to contest, you are guided to follow the complaints and grievances procedure outlined on-board. Should you have a complaint or grievance concerning the conduct of KnotSpirit Ltd. during the employment process, it should be brought to our attention immediately and in writing.

It will be documented and as far as possible all efforts will be made to resolve the issue/s. Please refer to our Complaints and Procedures link on our website.

If this remains unresolved we will bring it to the attention of the appropriate representative of the 'flag state'.

KnotSpirit Ltd. is not responsible for any damages resulting from the actions taken by us, or a competent authority, in order to resolve the complaint.

Under the MLC, KnotSpirit Ltd. is contracted to provide suitably qualified individuals for our Clients. Upon registering as a member on knotspirit.com, you are guaranteeing that you will provide us upon request with your statutory documentation including any Certificates of Competency, Passport, STCW certification, your marine medical (e.g. ENG1) and any references from previous employment.

You also undertake that the information you provide to us is always authentic and an accurate representation of your experience, training, qualifications and marine medical status. You also agree to keep us updated with any renewal or updated certification and marine medical compliance. If placed you will also need to provide the vessel or their representatives with your full qualifications, certificates of training and medical document together with any other documentation they may reasonably request.

**Updated: January 2018**