



# SOVREN

## 1. INTRODUCTION

These Terms and Conditions set out the terms on which Sovren Crew "SC" agrees to provide the Client with details of persons who may be suitable to be employed by the Client as Temporary, Seasonal and Full Time Term (as defined below) and the terms upon which "SC" will be remunerated if the Client employs any such referred person.

### Definitions in this Terms and Conditions:

**Crew Member** - means a person employed by the Client as a direct or indirect result of the efforts of SC.

**Client** - means a person or entity requesting SC to provide crewmembers.

**Consequential Loss** - means consequential or indirect loss under applicable law; and direct or indirect loss of use, contract, revenue, or (anticipated) profit, howsoever caused; whether or not foreseeable at the effective date of this T&C.

**Fee** - means the fee payable to SC by the Client for the placement of a Crewmember, in accordance with Clause 4 below.

**Gross salary** - means the Crewmember's salary gross of any taxes, fees or deductions of any kind.

**MLC** - means the Maritime Labour Convention (MLC2006) and any amendment thereto or substitution thereof.

**Temporary Term** - means a Crewmember who is employed, or intended to be employed by the Client for 60 days or less.

**Seasonal Term** - means a Crewmember who is employed, or intended to be employed by the Client for 61 days until 180 days.

**Full Time Term** - means a Crewmember who is employed, or intended to be employed by the Client for more than 181 days including rotational employment.

**Ship owner** - shall mean the party named as "Ship owner" on the Maritime Certificate for the Vessel.

## 2. THE CONTRACT & DISPUTE RESOLUTION

This contract is between yourself and Sovren Crew.

This contract shall be governed by and construed in accordance with Spanish Law and any dispute arising out of or in connection with this contract shall be referred to arbitration in Spain or any statutory modification or re-enactment

## Our Terms and Conditions for Crew Placement

thereof save to the extent necessary to give effect to the provisions of this Clause. Sovren Crew is owned and a member of Sovren House Group.

### 3. AGREEMENT & ACCEPTANCE

Your acceptance to these terms and conditions will be deemed to take effect and accepted by you as soon as have one of the following;

1. Have received your signed yacht details form and signed T&C's if a new client.
2. Not heard to any indifference of disagreement within 48 hours if a returning client.
3. SC begin to search for crew on your behalf at your urgent request by email.

Our terms and conditions are legally binding and you agree to be bound by the covenants and clauses contained herein.

**Notifications** - The Client agrees to notify SC promptly:

- 3.1 Of any offer of employment tendered to a person introduced by SC.
- 3.2 Whether the offer has been accepted.
- 3.3 The details of any accepted offer including the Crewmember's name, start date, position of employment, location of employment and Gross salary.
- 3.4 If a short term or temporary Crewmember's employment is extended into the next employment bracket.

### 4. OUR FEE POLICY

Following a request from the Client, SC will pass the curriculum vitae or other relevant details of any available persons who are known to SC and that SC believe may be suitable to meet the requirements of the Client.

The Client agrees to pay to SC for the placement of a Crewmember in accordance with the following schedule:

- (a) **Full-Time** (over 180 days), the fee due is 85% of one (1) month's gross salary.
- (b) **Seasonal** (61-180 days), the fee due is 75% of one (1) month's gross salary.
- (c) **Temporary** (1-60 days including trial periods) 20% of the total earnings (subject to a minimum charge of 250€).

All fees are subject to 21% IVA in addition of the quoted price. Exceptions apply for companies held in the EU or any other foreign companies not registered in Spain,

those companies must present VAT registration number.

Additional invoices will be issued if the candidate is rehired for future dates, or the Crewmember stays on board longer than agreed for Temporary and/or Seasonal Terms.

SC vets all registered candidates by conducting interviews, reference verifications and attempts to ensure that candidate's certificates are valid and up-to-date. SC does not perform criminal checks.

### 5. PAYMENT OF FEES

SC and the Client agree that its fee is payable if a person is employed by the Client or any connected party directly or indirectly through SC's introduction.

SC will issue an invoice to the Client for the fee and the client agrees to pay SC by the due date indicated on the invoice.

On placements with a lead-time of 4 weeks or more, a percentage of 20% of the overall fee shall be due to secure the selection. Once the crewmember has begun then remaining fee request shall be payable as per below.

Our remaining fees become due and payable in full to SC within twenty-one (21) days from the candidate start date on board, in order to comply with the warranty period offered (please see clause 9), whether on a trial period (trial periods should be advised at the onset of vacancy request). Payments can be made by either transfer, cheque or credit card (2% will be applied when payment is made by credit card, VISA or MASTERCARD). Late payments will carry a payment fee of 10% of the overall amount outstanding per month. This will be invoiced separately and payable immediately.

Should a Crewmember who has been initially introduced and presented to the Client by SC be engaged by the Client in employment within a period of one year of the date of that introduction, either as a Temporary, Seasonal or Full Time Term Crewmember, the Client agrees to pay the Fee to SC for the service provided each time the Crewmember is hired.

If a Crewmember who has been introduced to a Client is referred to or their curriculum vitae is provided to another vessel looking for crew and is subsequently by them within a period of one year of that

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introduction the fee will be payable by the Client to SC.

**6. WARRANTY & REPLACEMENT ON CREW**

Provided SC invoice has been paid by the due date, if a Full Time Term voluntarily leaves the Client's employ without just cause or is dismissed for just cause within 60 days of the start date of their employment, SC will make reasonable endeavours to replace, on one occasion only, that Full Time Term Crewmember, without any Fee payable by the Client.

Provided SC invoice has been paid by the due date, if a Seasonal Term voluntarily leaves the Client's employ without just cause or is dismissed for just cause within 30 days of the start date of their employment, SC will make reasonable endeavours to replace, on one occasion only, that Seasonal Term Crewmember, without any Fee payable by the Client.

If SC is unsuccessful in replacing the Full Time and/or Seasonal Term Crewmember, they agree to credit 100% of the Fee paid by the Client for the placement of the leaving Full Time and/or Seasonal Term Crewmember towards the Fee for a future Full Time, Seasonal and/or Temporary Term Crewmember. This credit will be valid for 12 months from the termination date.

If the Client chooses to engage the services of a replacement candidate through another source the credit will be void.

It's the Client responsibility to inform SC of the date and cause for termination of the Full Time and/or Seasonal Term Crewmember and notification must be made to SC within 24 hours of termination to be eligible for a credit toward the Fee for the placement of any Crewmember.

The replacement policy will not apply if the Full Time and/or Seasonal Term Crewmember leaves or is dismissed as results of:

**A.** SC's fee has not been paid in full by the due date (21 days after starting date on board). A Temporary Term fee will be issued.

**B.** SC is not advised within twenty-four (24) hours of termination or resignation.

**C.** Working conditions are not normal and there has been no un-notified change of captain, change in the beneficial ownership

of the yacht, change of job description/responsibilities, working hours or terms originally put forward to the candidate as presented to SC, rotations are not applicable, and/or arrest or detention of the yacht.

The same warranty applies where there is a prolonged period from the acceptance of a candidate to the start date where the candidate decides through no fault of the client, not to start the position and the criteria at (A to C) above have been complied with.

SC promotes safe working conditions for all crewmembers and can terminate this warranty should the yacht and/or the working conditions be deemed unsafe.

**7. TERMS OF EMPLOYMENT, LIABILITY & EXPENSES**

The Client understands the Crewmembers hired by the Client are hired at will as employees of the Client and that SC cannot be held responsible for the action of the Crewmember in any circumstance. It is also understood that the Crewmember are under no contract with SC, and that all taxes and employment eligibility requirements are the exclusive responsibility of the Client and Crewmember.

SC is not responsible for travel or repatriation costs to and from interviews or employment engagements. All travel arrangements are the sole responsibility of the Client or Crewmember as agreed between them.

The Client agrees to comply with applicable regulations applying to the employment of the Master and Crew Maritime Labour Convention, 2006. For commercially registered yachts, the Client agrees:

**7.1** To ensure compliance with the MLC 2006 in respect of the Crew placed by SC.

**7.2** To procure insurance cover or financial security to satisfy the Ship owner's financial security obligations under the MLC 2006.

SC shall be under no liability whatsoever to the Client for any loss, damage or delay howsoever arising in the course of the Services or any task in any way connected with the Services (Losses), UNLESS the

same is proved to have resulted solely from the wilful misconduct of SC; in such case, SC's liability for each incident or series of incidents shall never exceed the Fee (or the annual Fee, when applicable) payable hereunder (Capped Amount). For the purpose of this provision, wilful misconduct means a personal act or omission committed with the intent to cause harm to people or damage to property, with knowledge that such act or omission would probably result in same. The Client shall protect, defend, indemnify and hold SC and its affiliates companies harmless from and against all claims, demands, proceedings, fines, costs, taxes and expenses in connection to the Losses regardless of cause, to the exception of the Capped Amount and from and against Consequential Loss, regardless of cause.

**8. DATA-PROTECTION LAWS**

The Client acknowledges that SC is subject to Data Protection laws and expressly agrees that SC will process the Client's data including any Client and crew's personal data (as defined under the Data Protection Act 1998 and following updates) as necessary to perform the Services or any other services SC may propose. SC shall:

a) Allow the Client reasonable access to personal data, as necessary to ensure its compliance with the above.

b) Provide the Client a copy of their processed personal data upon reasonable request.

c) Rectify without delay any inaccurate personal data which has been notified by the Client.

d) will not pass on the personal contact details or CV or candidates without the agreement and awareness of Sovren Crew.

**9. QUALITY ASSURED SERVICE**

Every effort will be made to meet your recruitment needs. If for any reason there is any aspect of our service that you feel is not meeting your expectations, please speak to us and we will try our very best to correct the matter immediately.

Name:

Position:

Date:

Signature:

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