



Please read the following terms and conditions carefully before registering with **ReCrewt LTD**. Before completing registration and uploading any of your personal information or documents you must first indicate your agreement with these Terms by ticking the consent check box.

If you choose not to place a tick in this box you will be deemed to have not accepted these Terms and will not be able to register. If you agree to these Terms and Conditions, you accept and agree that **ReCrewt LTD** will forward your personal information to potential employers, including potential employers outside of the EU.

**ReCrewt LTD** may modify these Terms and Conditions at any time and will prompt you to accept them again in case of any changes.

## 1. Service Description

**ReCrewt LTD** provides exclusively an introductory service to candidates searching for a position within the yachting industry and does not provide any manning services. **ReCrewt LTD** will endeavor to assist candidates registered with the agency in their job search to the best of their ability, however candidates will not be forwarded for any position unless a registration form has been fully completed on the agency's website ([www.recrewt.com](http://www.recrewt.com)), consent given to collect and process personal data by accepting this Terms and Conditions and all the relevant documentation has been provided. **ReCrewt LTD** does not use any mean or mechanisms and has no lists that will prevent or deter seafarers from gaining employment. **ReCrewt LTD** does not charge fees of any kind to register with the agency and no fees will be charged to candidates upon gaining employment. **ReCrewt LTD** is an MLC compliant crew placement agency.

## 2. Candidates Rights and Obligations

2.1 To work as a seafarer you need to be over the age of 16. There are limitations involved with working onboard between the ages of 16-18. Candidates aged 16-18 are unable to undertake any position in the Galley and other restrictions may apply to conditions of employment. You understand and agree that proof of age will need to be presented. **ReCrewt LTD** may request to view an original copy of a current passport (or any other form of national identification) and be provided with a copy of it for its records.

2.2 **ReCrewt LTD** does not charge seafarers, directly or indirectly, in whole or in part, any fees for the registration of their details upon gaining employment. You understand and agree that the only fees that you will incur will be those needed to obtain a national statutory medical certificate, and national travel documents such as a passport or seaman's book, not including cost of visas which shall be borne by your potential employer.

2.3 To work as a seafarer you need to be medically fit. You understand that by accepting these terms and conditions you state that you have no physical or mental impediments to perform the job you are being forwarded to and that you are physically fit for the position



you will potentially employed. **Recrew LTD** will request to view an original copy of a national statutory medical certificate (ENG1 or any other accepted national seafarer medical from my country of citizenship). You understand and agree that should a drug or alcohol test be required by a potential employer you will not see any impediment to that taking place.

- 2.4 To work as a seafarer you need to hold the appropriate qualifications for the specific position you are being introduced. You understand and agree that you will provide copies of your certificates of competence, certificates and any other relevant documents to **Recrew LTD** and that all the necessary checks will be made to verify their authenticity and validity with the issuing training provider or national agency.
- 2.5 You understand and agree that you will need to provide copies of written employment references, with up to date contact information for those employment references and accept that those referees may be contacted by **Recrew LTD**. You understand and agree that should a security or criminal record check be required by a potential employer, you will not see an impediment to that taking place.
- 2.6 **Recrew LTD** will inform you of your salary, leave allowance and benefits onboard to the best of their knowledge and will fully explain your rights and duties with regards of the vessel. As a seafarer you need to be aware that you are entitled to an employment contract. **Recrew LTD** will inform you of the contents of a standard Seafarer Employment Agreement (SEA). **Recrew LTD** advises you that your final contract should contain a clause regarding repatriation to your point of embarkation, or a final destination mutually agreed by yourself and your potential employer. You should have the opportunity to examine and seek advice on your employment agreement and freely enter in to the agreement. A copy of your SEA may be requested by **Recrew LTD** as part of necessary records for MLC compliance.
- 2.7 **Recrew LTD** will, to the best of its ability and as far as practicable, make sure that your potential employer (shipowner) has the means of protecting seafarers from being stranded in a foreign port.
- 2.8 **Recrew LTD** has a complaints procedure to which you have access and will examine and respond to any complaints in case of any issues that may arise in terms of compliance of your employment with Maritime Labour Convention (2006). A copy of this internal procedure is included in Annex A of these Terms and Conditions. It is important to that you are aware that the Maritime Coastguard Agency (MCA) can be contacted on [mlc@mcga.gov.uk](mailto:mlc@mcga.gov.uk) in case of any non-compliance issues.
- 2.9 **Recrew LTD** has established a system of protection, by means of an insurance policy, to compensate seafarers introduced by the agency for monetary loss (loss of wages and repatriation costs) that they may incur as a result of the failure of its services or relevant employer (shipowner) to meet their obligations under the Seafarer Employment Agreement (SEA). Any claims, should they arise, are to be addressed to the Managing Director of **Recrew LTD** in writing.



### 3. General

You understand and agree that if you are no longer available for employment you should inform **Recrew LTD** within a reasonable time. You acknowledge that **Recrew LTD** may retain archived copies of any information you have previously provided up to 50 years from registration notwithstanding permanent removal of your Candidate Profile. If you wish to have your registration permanently deleted you may do so at any time by contacting **Recrew LTD** in writing.

**Recrew LTD** shall protect the privacy of seafarers registered with the agency. The seafarer information shall remain confidential and shall be disclosed to the extent that the information is required to be disclosed by law. Seafarer's personal data is collected with the explicit consent of the seafarer by agreeing to this Terms and Conditions. The seafarer's personal data shall be held in a secure manner. **Recrew LTD** shall not share any of your contact details to any other organisation or individual, other than potential employers, without the expressed permission of the seafarer. The seafarer will be able to check the information held by **Recrew LTD** by contacting the Managing Director ([crew@recrew.com](mailto:crew@recrew.com)). Any inaccuracies will be deleted or corrected promptly.

### 4. Governing Law

These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by the jurisdiction considered appropriate by the law of England. The parties irrevocably agree that the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).



### ANNEX A - Procedure OP05 – Complaints

