



TERMS AND CONDITIONS

This Agreement shall be the law between the Client and Seaward International cc (T/A Seward Crew) and shall be interpreted in accordance with International Labour Convention (MLC2006) and United Kingdom Law, but not to the exclusion of the prejudice to the laws of the country of employment, international laws, covenants and practices.

In case of dispute involving this Agreement, the parties thereto must attempt to resolve them amicably. If the efforts to amicable settlement fail, then the dispute shall be referred to the International Chamber of Commerce for hearing and adjudication or to whatever administrative bodies/courts where the parties agree to have the dispute settled.

VESSEL DETAILS & DOCUMENTS

To ensure that we match the correctly qualified crew to the vessel it is important that Seaward Crew maintain a database containing copies of certain documents pertaining to each vessel. Thus, it is important that the Captain, manager or Client furnish us with scanned copies of the following documents along with this signed T&Cs prior to the placement of any crew candidates:

1. Vessel Registration Certificate
2. Minimum Safe Manning Document (if applicable)
3. Seafarer Employment Agreement (blank example)
4. Crewmember Confidentiality Agreement (if applicable)
5. Any other document that a candidate will be required to agree to prior to employment

CREW APPLICANTS

Seaward Crew conducts personal interviews will all applicants, checks all their certifications are valid and in date, and verifies all references before presenting any applicant for consideration to a vessel. However, Seaward Crew does not provide background checks on applicants.

EXPENSES, LIABILITIES AND RESPONSIBILITY

Seaward Crew does not charge any fee to the candidate / crew members. All placement fees are the responsibility of the client / vessel.

Under no conditions or circumstances is Seaward Crew liable of any financial losses incurred by the client regard to and resulting from the hiring of a Seaward Crew candidate.

Vessels compliant with MLC 2006, are responsible for all travel and repatriation expenses of the crewmember, as well as costs incurred regarding applications for visas.

Regardless of whether MLC 2006 compliant or not, the vessel / client is responsible for travel and repatriation expenses of the candidate unless otherwise agreed with the candidate during the hiring process. In this case Seaward Crew requires a copy of a written agreement between the client and the candidate as to the terms and conditions of his/her employment and travel expenses within 48hrs of hiring.

GUARANTEE

In the unlikely event that a candidate proves unsuccessful within 60 days of signing a Seaman's Employment Agreement, Seaward Crew will provide an alternative candidate at no additional cost provided that the original invoice has been paid in full, that working conditions onboard can be considered normal, and there has been no change of Captain or ownership during the initial period onboard. Seaward Crew must be notified immediately of the termination or resignation of the candidate and informed of the circumstances around the departure.

In the event that a suitable replacement candidate is not available, Seaward Crew will provide a credit to the clients account for a future recruitment. However, if the client chooses to fill the vacancy using another recruitment agency then the credit will be voided.



FEES

Seaward Crew endeavours to provide vetted and qualified crew candidates to the client based on the client's requirements. And the client hereby agrees to remunerate Seaward Crew for these services as follows.

Permanent crew member – employed with a long-term Seaman's Employment Agreement for more than 60 days – placement fee is an amount equal to 75% of one month's salary for the crew member, payable within 14 days of the crewmember signing onto the vessel.

Freelance / Temporary crew member – employed for less than 60 days - placement fee is an amount equal to 20% of the total salary paid to the crew member, payable within 14 days of the crewmember signing off the vessel.

The placement fee for Seaward Crew services is payable by the client if the client employs any candidate introduced to them by Seaward Crew within 6 months of the initial introduction.

The client must notify Seaward Crew immediately if a candidate introduced by Seaward Crew has already been introduced by another company.

PAYMENTS

Please indicate who is responsible for payment of invoices:

Owner _____ Captain _____ Management _____

By signing this document, you confirm that you are in agreement with these terms and Conditions.

Vessel Name _____

Client Name _____

Billing Address _____ (street)
_____ (city)
_____ (state & postal code)
_____ (country)

Billing Email _____

Signature _____ Date ____/____/____ (dd/mm/yy)

Invoices are due within 14 days of a candidate signing onto a vessel and are payable to Seaward International by credit card or bank transfer. The client is responsible for all placement fees and at no time may the candidate / crewmember be held responsible for any placement fees or expenses as per MLC2006.