

# Terms & Conditions - Crew Placement Services

These terms and conditions apply as soon as the crew member, sourced and put forward by DECA Crewing, has signed an employment agreement or has performed labor on board your vessel. We kindly ask you to accept our Terms and Conditions before the process starts and respond via email, stating that you accept our Terms and Conditions.

## Definitions

<b>Crew/ Crew member</b>	Any person submitting their personal information via website, email, verbal presentation to the Company or otherwise indicating their desire to find employment through DECA
<b>Candidate</b>	A prospective crew member
<b>Client</b>	Any person or entity requesting crew from the Company (owner or Captain of a yacht, agent or management Company firm acting on behalf of them)
<b>Employer</b>	Any person or corporation seeking crew through DECA Crewing. This can be the owner, Captain or management Company of the vessel, acting on behalf of the owner
<b>Permanent placement</b>	Employment exceeding 180 days
<b>Seasonal placement</b>	Employment exceeding 60 days but less than 180 days
<b>Temporary placement</b>	Employment of less than 60 days

## Fees for crew

DECA will not charge any fee, whether directly or indirectly or otherwise, to the candidate and/or crew member.

## Fees for employer

Permanent placement	Equal to 100% of the gross monthly crew salary
Seasonable placement	Equal to 75% of the gross monthly crew salary
Temporary placement	Equal to 25% of the gross monthly crew salary

## **Payment terms**

### **Full-time and reasonable placements**

Payment must be received within 14 calendar days from the date of commencement of employment

### **Temporary placement**

Payment must be received within 7 calendar days from the date of invoice. In the event that a temporary placement is extended beyond the period for which the placement fee was originally calculated, we will issue an additional invoice for the shortfall due to us in accordance with the fee policy.

In the event that any crew introduced by DECA to the client is employed or re-employed directly by the client within a period of 1 year from the date of the initial introduction of the crew member, the client will be liable for the applicable placement fee in accordance with the fee policy.

After placement of a candidate DECA will no longer head-hunt that candidate nor extend offers unless and until a candidate has given notice of his or her intent to depart.

## **Warranties**

DECA will not be liable for any untrue statements or misrepresentation made by the crew member or the vessel operators.

## **Crew information**

Crew members are responsible for the accuracy of information on their CV's and the information contained within their profiles. Whilst reasonable efforts are made to verify the accuracy of information submitted by crew members, DECA accepts no responsibility should this information be inaccurate or any consequence resulting from inaccurate information.

## **Privacy**

DECA will never send CV's and/ or applications of candidates, nor spread personal information of candidates to clients without permission of the candidate.

## **Liability**

DECA assumes no liability for the costs associated with interviewing, hiring, accomodation, engaging, termination, repatriating or others associated with engaging the crew member.

The vessels operator and/ or associated entity:

- Has absolute discretion as to the employment or engagement of the crew member
- Is responsible for all acts and omissions of the crew member
- Is responsible for all remuneration or fees payable to the crew member. DECA is not and will not be the employer of any crew member at any time.

DECA is a crew recruitment agency and cannot be held under any circumstances for any loss, expenses, damagem delay, costs or compensation or actions of candidates after hiring.

## **Placement warranty**

### **Full-time placement warranty**

Should the placement leave within 14 days after the start of the employment, then DECA will provide a replacement. All warrenties under this section will only be acted upon by DECA if we have been notified by the client in writing (including by e-mail) within 5 working days from the date on which the employment was terminated.

### **Seasonable and temporary placement warrenty**

No seasonable or temporary placement is given.

***The intention of DECA is to build a good long-term relationship with her clients and candidates. We would appreciate it when you give us feedback regarding our services. If you have any comments or question please don't hesitate to contact us.***