



# AQUEOUS

— CREWING —

SUPERYACHT CREW PLACEMENTS

## Terms and conditions for Crew

### Definitions

- **"Agency"** – Refers to Aqueous Crewing Ltd, the recruitment agency providing yacht crew placement services.
- **"Client"** – The yacht owner, yacht management company, captain, or employer engaging Aqueous Crewing to recruit crew.

- **"Candidate"** – Any seafarer/crew member introduced by Aqueous Crewing to the Client for employment.
- **"Vessel"** - Any watercraft the seafarer is placed on for employment.
- **"S.E.A"** - Seafarer Employment Agreement, is a legally binding contract between a seafarer (crew member) and their employer (shipowner or management company). It outlines the terms and conditions of employment, ensuring compliance with the **Maritime Labour Convention (MLC) 2006**.

## Introduction

1.1 Aqueous Crewing ("the Agency") provides recruitment services to yacht crew candidates seeking employment opportunities with yacht owners, captains, and management companies ("the Clients"). By registering with the ("Agency"), you ("the Candidate") agree to the following terms and conditions.

## Representation & CV Submission

2.1 The Candidate grants the ("Agency") permission to represent them and submit their CV and personal information to potential ("Clients").

2.2 The ("Candidate") confirms that all information and documentation provided (CV, qualifications, references) is accurate, up to date, and not misleading.

2.3 The ("Candidate") must promptly inform the ("Agency") of any changes in their availability, employment status, or personal details.

## Data Protection & Privacy

3.1 The ("Agency") will handle all personal data in accordance with its **Privacy Policy**.

3.2 Personal data will only be shared with ("Clients") for recruitment purposes.

3.3 The ("Candidate") has the right to request access, correction, or deletion of their personal data at any time.

3.4 By agreeing to these terms, the ("Candidate") is happy for their personal data to be uploaded onto our Customer database, which may involve a third party having access to the ("Candidate's") personal data.

## Candidate Responsibilities

4.1 The ("Candidate") is responsible for ensuring they hold all necessary visas, work permits, and certifications required for employment.

4.2 The ("Candidate") agrees to maintain professionalism and integrity throughout the recruitment process and during employment.

4.3 The ("Candidate") must disclose any potential conflicts of interest, criminal records, or medical conditions that may impact their ability to work in the screening process.

## **No Employment Guarantee**

5.1 The ("Agency") acts as a recruitment agency and does not guarantee employment, salaries, or conditions of work.

5.2 The ("Agency") is not responsible for any disputes between the ("Candidate") and the ("Client") once employment has commenced.

## **Direct Contact & Circumvention**

6.1 The ("Candidate") agrees **not** to directly approach or accept employment from a ("Client") introduced by Aqueous Crewing without informing the ("Agency").

6.2 If the ("Candidate") is employed by a ("Client") introduced by the ("Agency") within **12 months** of introduction, the ("Client") remains liable for recruitment fees.

## **Liability & Indemnity**

7.1 The ("Agency") shall not be liable for any loss, damages, or claims arising from employment obtained through its services.

7.2 The ("Candidate") agrees to indemnify the ("Agency") against any liabilities incurred as a result of false or misleading information provided by the ("Candidate").

## **Code of Conduct & Professionalism**

8.1 ("Candidates") must uphold high professional standards, adhere to ("Client") rules, and maintain confidentiality while employed.

8.2 Any reports of misconduct may result in removal from the ("Agency's") database.

## **Employment Terms & Conditions Responsibility**

9.1 The ("Candidate") acknowledges that all employment terms, including salary, duties, and working conditions, are agreed directly with the ("Client").

9.2 The ("Agency") does not provide employment contracts and is not responsible for enforcement.

9.3 The ("Agency") advises all ("Candidates") and successfully placed crew members to thoroughly review and understand their **Seafarer Employment Agreements (S.E.A's)** to ensure full compliance with **MLC 2006** regulations. We have attached a link below to the Gov UK website which explains the contents of an MLC compliant ("S.E.A").

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

9.4 Upon placement on a ("Vessel") through the ("Agency"), a copy of your **Seafarer Employment Agreement (S.E.A.)** may be requested to keep on file in our database for future reference.

## Health & Safety Compliance

10.1 ("Candidates") must comply with all relevant maritime safety regulations and are responsible for maintaining the required medical fitness and certifications.

## Fees

11.1 In compliance with the **Maritime Labour Convention (MLC) 2006**, the ("Agency") will **not** charge the ("Candidate") any fees for registration, placement, or employment services.

## Termination & Removal from Database

12.1 The ("Candidate") may request removal from the ("Agency's") database at any time by contacting the ("Agency") in writing, via email.

12.2 The ("Agency") reserves the right to remove a ("Candidate") from its database at its discretion, particularly in cases of dishonesty, misconduct, or breach of these terms.

## Confidentiality

13.1 The ("Candidate") agrees to keep all ("Client") information confidential and not to disclose any details of potential or confirmed employment to third parties.

13.2 Breach of confidentiality may result in removal from the ("Agency's") database and potential legal action.

## **Governing Law**

14.1 These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **Declaration & Agreement**

15.1 By registering with the ("Agency"), you confirm that you have read, understood, and agree to these terms and conditions.

15.2 Please sign below to confirm that you have read and understood the above terms and conditions.

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