

## TERMS AND CONDITIONS FOR CLIENTS

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### 1. Business Description

- 1.1 OYSTER CREW, a division of Oyster Palma SL, incorporated in Spain under Company Number B65842080, specialises in the introduction of professional seafarers ("Crew") to prospective employers, their representatives and/or agents ("Client").

### 2. The Service

- 2.1. OYSTER CREW is a personnel introduction agency, which introduces the Client to candidates for appointment as Crew on or in connection with a yacht owned or managed by or the subject of a crewing agency with our Client (the "Service"). An introduction is effected by OYSTER CREW providing to the Client the name (with or without further details) of any prospective Crew who is registered with us as potentially available for placement, whether or not the Client decides to consider the Crew for appointment.
- 2.2. The provision of the Service to the Client is subject to the acceptance of these Terms & Conditions ("Terms"), either expressly in writing (including by email) or by the Client requesting and accepting the Service in which case the Client shall be deemed to have accepted these Terms.
- 2.3. Any contract or agreement or other arrangement (whether made orally or in writing) entered into between the Client and any Crew following an introduction by OYSTER CREW is, and shall remain, the sole responsibility of the parties thereto. OYSTER CREW shall not have any liability to either the Client or the Crew in any respect arising out of the entry into or performance or otherwise in relation to any obligations under such contracts, agreements or arrangements.
- 2.4. Copies of the final, signed SEA (Seafarer's Employment Agreement) must be given to the seafarer for their records.
- 2.5. In providing the Service OYSTER CREW shall use its reasonable endeavours to propose candidates for placement as Crew which meet the Client's requirements as described to us. Whilst we will take reasonable steps to verify the suitability and qualifications of any Crew we do not guarantee the completeness or accuracy of any of the information (including details, references and/or qualifications) provided to us and do not accept any responsibility for any deliberate or accidental misinformation. It is recommended that the Client conducts its own checks in relation to any Crew before appointment.
- 2.6. Introductions of Crew are confidential. Any information and/or documentation regarding Crew introduced by us to the Client is for the sole use of the Client for the purpose only of considering the appointment of the Crew by the Client and must not be disclosed to any third parties without our written approval.
- 2.7. Any disclosure by the Client to a third party of the identity of Crew introduced by us to the Client will be deemed to be a "Third Party Introduction". If that Third Party Introduction results in the appointment of the Crew by the third party (or by any other party who has received the information about the Crew from the third party) within 12 months of our first introduction of the Crew to the Client, then the Client will be liable to pay to OYSTER CREW a Placement Fee in accordance with clause 3.

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### 3. Fee Policy

3.1. The provision of the Service is subject to the payment of the following Placement Fees:

**Full-time Placements** - where the Crew is employed for a period exceeding six (6) months: The fee will be one (1) month's gross salary.

**Seasonal Placements** – where the Crew is employed for a period exceeding three (3) months but less than six (6) months: The fee will be 70% of one (1) month's gross salary.

**Temporary Placements** – where the Crew is employed for any period up to three (3) months: The fee will be 20% of the accumulated gross salary earned for the period employed subject to a minimum charge of €200.

**Freelance Instructor introductions** - where the crew is employed on an ongoing freelance basis over months or years. There will be a fixed introductory fee of 1,200 Euros.

3.2. In calculating the Placement Fees "gross salary" shall mean all amounts paid to the Crew by the Client for provision of services as crew, before tax and other charges (National Insurance, social security etc.), including any allowances for accommodation and subsistence (if applicable) except for any genuine reimbursable out of pocket expenses.

3.3. In the event that a temporary or seasonal placement is extended beyond the period for which the Placement Fee was originally calculated, an additional Placement Fee will become due to reflect the actual period of the placement.

3.4. In the event that any Crew introduced by us to the Client is employed or re-employed directly by or on behalf of the Client (with or without our involvement) within the period of one (1) year from the date of our initial introduction of the Crew, the Client will be charged the applicable Placement Fee in accordance with the fee policy; in the case of re-employment the Placement Fee shall take into account any initial Placement Fee already paid.

3.5. In the event that the Client obtains any information and/or documentation regarding the Crew from another source prior to our initial introduction the Client must inform us immediately. We reserve the right to claim the introduction and any applicable Placement Fee should the Client decide to use the information and/or documentation provided by us in preference to that provided by the other source.

### 4. Payment Terms

4.1. Placement Fees are incurred once the Seafarer Employment Agreements (Employment Contracts) have been signed by both the Employer and the Crew that were introduced by Oyster Crew.

4.2. Placement Fees in respect of Full-time Placements are due for payment within thirty (30) days of invoicing and for Temporary and Seasonal Placements within 14 days of invoicing. We reserve the right to charge interest on late payments at 5% per annum, compounded monthly.

4.3. As security for Placement Fees we may require the Client to provide credit card details in advance of any introduction by completion of a credit card form provided on request. Payment will be charged to the credit card if full payment is not otherwise received in accordance with this clause 4. A surcharge of 2% will be applied when payment is made by credit card.

4.4. Placement Fees with OYSTER CREW are exclusive of VAT when crew are placed outside of EU.

4.5. Oyster Crew invoices will be chargeable in Euros from Oyster Palma SL.

4.6. Bank charges for the payment of the Placement Fees shall be borne by the Client.

4.7. Placement Fees are payable notwithstanding the application of clause 5.1, before or after payment.

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### 5. Warranty Policy

- 5.1. Subject always to clause 5.2, should the placement under this agreement fail in circumstances where the Crew leaves the Client's employment without just cause or is dismissed for breach of the employment contract, in the case of a Full Time Placement within four (4) months after commencement of employment or in the case of Seasonal Placement within 60 days after commencement of employment, then OYSTER CREW will use its reasonable endeavours to find a replacement for which no further Placement Fees shall be paid. This shall not apply to Temporary Placements, in respect of which the Placement Fees are calculated on a time on board basis.
- 5.2. OYSTER CREW shall have no obligation under clause 5.1 to take any steps to find a replacement unless (a) we have been notified by the Client in writing (which may include by e-mail) within 7 days from the date on which the employment was terminated and (b) all Placement Fees have been paid.
- 5.3. OYSTER CREW's obligations under clause 5.1 shall be the Client's sole and exclusive remedy in case of failure in any placement or attempted placement of Crew.
- 5.4. "Just cause" referred to in clause 5.1 may (without limitation) include any of the following:
- 5.4.1. Change of ownership, Captain or management company of the yacht on which the Crew is employed;
  - 5.4.2. Any major change in schedule from that agreed at the time of employment of the Crew;
  - 5.4.3. Failure by the Client to maintain a safe working environment or adequate insurance for the Crew;
  - 5.4.4. Any other occurrence materially affecting the conditions of employment of the Crew, including a change in the Client's requirements (job description, required qualifications and the like).

### 6. Governing Law

- 6.1. This agreement is to be construed as a contract made in Palma, Mallorca, Spain and shall in all respects be governed in accordance with Spanish law.
- 6.2. Any dispute or difference arising between the parties hereto concerning these Terms, the parties agree to settle their dispute in an amicable way before any legal action is considered.

### 7. Liability

- 7.1. OYSTER CREW's liability under these Terms shall be limited to the remedy available pursuant to clause 5.1.
- 7.2. Neither party shall have any liability in any circumstances to the other for any loss of profit, loss of business, loss of opportunity, delay or other consequential or indirect loss.
- 7.3. The Client warrants that the yacht on which any Crew is placed pursuant to these terms has adequate Protection & Indemnity and other liability insurance to cover liability to all Crew, including repatriation expenses. The Client shall provide a copy of this insurance policy certificate to OYSTER CREW for their records before Crew are appointed, and to the Crew on request.

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### 8. General

- 8.1. If any part of these Terms is unenforceable the enforceability of any other part of the Terms will not be affected.
- 8.2. Words denoting the singular include the plural and vice versa, and words denoting the masculine include the feminine and neuter and vice versa.
- 8.3. Failure by us to enforce any right does not result in waiver of such right.
- 8.4. Nothing in these Terms shall confer or purport to confer any right or benefit on any third party.
- 8.5. OYSTER CREW reserves the right to amend these Terms and Conditions when we deem it necessary.

**I confirm that I agree to these Terms and Conditions and in particular to the Placement Fees outlined in clause 3.1**

Name/Model/Hull No. of Yacht: \_\_\_\_\_ Registry/ Flag: \_\_\_\_\_

Names of Owner(s): \_\_\_\_\_

Owner Registered Address (for invoicing purposes):

\_\_\_\_\_  
\_\_\_\_\_

VAT /Company ID / Passport no.

\_\_\_\_\_

\_\_\_\_\_  
Authorised Signature

\_\_\_\_\_  
Authorised Name

\_\_\_\_\_  
Date