

TERMS AND CONDITIONS FOR CANDIDATES

OYSTER CREW, a division of Oyster Brokerage Limited, incorporated in England under Company Number 02995671, specialises in the introduction of professional seafarers ("Crew") to prospective employers, their representatives and/or agents ("Client").

OYSTER CREW is certificated MLC 2006 compliant as a recruitment and placement agency by the UK Maritime & Coastguard Agency.

Please read the following Terms and Conditions carefully before you accept them. Before submitting a profile or otherwise uploading any of your personal information, you must first indicate your agreement with these Terms and Conditions by ticking the consent check box provided as part of the online registration process. 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 your profile with us. OYSTER CREW may modify these Terms and Conditions at any time and will prompt you to accept them again in case of any changes.

Definitions

In these terms and conditions the following definitions apply:

Client means any corporation or individual to which a Candidate is introduced for the purposes of employment as Crew on or in connection with a yacht owned or managed or the subject of a crewing agency with the Client.

We/Us means OYSTER CREW, a division of Oyster Brokerage Limited, incorporated in England under Company Number 02995671: Registered address; Saxon Wharf, Lower York Street, Northam, Southampton, SO14 5QF, UK.

Candidate means you, being the Crew creating your online Crew profile and using the system for finding employment on a yacht, and being introduced by Us to the Client for interview and subsequent employment.

Candidate profile means the personal information that you have input to the System including, without limitation, your CV and other documents.

System means the online database that We use to store and manage all the information provided by Candidates.

SEA means Seafarer's Employment Agreement

Candidates' Rights And Obligations According To The Maritime Labour Convention (MLC) 2006.

The following terms and conditions have been written to advise, guide and protect a Candidate through a potential employment process. We ask the Candidate to read this information carefully and to look at this linked example of a [Seafarers Employment Agreement](#). This example of an SEA is provided by Mariners and Seafarers Ltd, UK, an MLC 2006 approved crew management company and includes the yacht's obligations to you under MLC 2006. It is ideally what a Candidate should be looking for in any SEA with an employer.

SEAs are required to comply with current applicable national laws and regulations. They should not be less favorable than the minimum standards of MLC. MLC gives the Candidate the right of sufficient time to study the content before and after signing a SEA with the Client. Please ensure that you read the example provided on the online registration form and tick the relevant box.

t: +34 619 147 056 e: crew@oysteryachts.com www.oysteryachts.com

Oyster Brokerage Limited, Saxon Wharf, Lower York Street, Northam, Southampton, SO14 5QF, UK

Registered in England No. 05657683

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It is also recommended that all sections of the SEA are completed and acceptable to you.

Any contract or agreement or other arrangement (whether made orally or in writing) entered into between any Candidate and a Client 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 Candidate 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.

Where a yacht does not need to comply with MLC or flies the flag of a country which has not ratified MLC, we recommend that you follow the terms of the approved SEA so far as possible. In any case you should make sure that you are in full agreement with the written conditions of employment offered.

Candidate Protection

MLC 2006 provides protection for such matters as the below. This is not an exhaustive list.

It requires Flag States to carry out regular inspections.

It sets out responsibilities of yacht owners to the seafarers.

It requires documentation to be provided for you, which makes clear the standards of working and living conditions on-board.

You will not be subject to exploitation by OYSTER CREW and similarly you should not be by the Client.

- OYSTER CREW will not charge candidates any direct or 'hidden' costs before, during or after the registration process through to placement.
- It is illegal to engage a person less than 16 years of age on a yacht (or 18 years of age as a Chef). OYSTER CREW will not therefore nominate such individuals to our Clients.
- The MLC has specific guidelines as to the permitted duties of a seafarer aged between 16-18 years. This information is available at <https://www.gov.uk/seafarer-working-and-living-rights/maritime-labour-convention>.
- All our Clients sign Terms and Conditions stating that the Client "has adequate Protection & Indemnity and other liability insurance to cover liability to all Crew, including repatriation expenses.
- We recommend that your final contract should contain a clause regarding repatriation to your point of embarkation, or a final destination mutually agreed by yourself and the Client.
- In cases of emergency OYSTER CREW will assist, at next of kin or concerned family members with any advice and guidance as reasonably possible, but subject always to obligations of confidentiality and Data Protection laws. Candidates are requested to maintain up-to-date records of their own personal contact details onto the system for use by Oyster Crew.
- OYSTER CREW do not have any means, mechanisms or lists intended to prevent or deter seafarers from gaining employment for which they are qualified.

Complaints and Grievances

Should you have any complaint or grievance whilst employed on a yacht following placement by OYSTER CREW, or are required to respond to any alleged complaint or grievance against you which you choose to contest, you are guided to follow the complaints and grievances procedure applied by your contract of employment and you may contact OYSTER CREW within 2 months if the shipowner is failing to meet their obligations to you as per your employment contract.

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Should you have a complaint or grievance concerning the conduct of OYSTER CREW or any of our personnel during the employment process, it should be brought to our attention promptly and in writing. It will be documented and as far as possible all efforts will be made to resolve the issue/s. You can view our Complaints Procedure [here](#).

Candidate Profile Data Agreement

OYSTER CREW is contracted to provide suitably qualified individuals to our Clients. In signing (ticking the online checkbox next to 'Terms and Conditions') on the registration webpage you are agreeing:

- To provide us on request with evidence of all your relevant qualifications and other statutory documentation including Passport, Certificates of Competency, STCW certification, marine medical (eg. ENG1), and references from previous employment;
- That the information you provide to us is always authentic and an accurate representation of your experience, training, qualifications and marine medical status.
- To keep us updated with any renewal or update of certification and marine medical compliance.
- To allow us to forward to the Client your full qualifications, certificates of training and medical document together with any other paperwork they may reasonably request.
- To upload only information and data in respect of your own Candidate Profile.
- To indemnify OYSTER CREW in relation to any loss and/or damage suffered, including any damages, arising in consequence of your Candidate Profile or otherwise in consequence of your breach of your obligations under these Terms.

Candidate Profile conditions

- You consent to OYSTER CREW using the information contained in your Candidate Profile in its discretion for the purposes of its business in providing an introduction service to its Clients.
- If you wish to make your Candidate Profile temporarily unavailable, you may do so at any time by indicating that you are 'Not Available For Work' in your Candidate Profile.
- If you wish to have your Candidate Profile permanently removed from the database, you may do so at any time by contacting us by email to Charlie.durham@oysteryachts.com. OYSTER CREW may retain archived copies of any information you have previously provided, notwithstanding the temporary or permanent removal of your Candidate Profile.
- We agree to use reasonable endeavours to prevent your personal information from being accessed by parties other than us. If, despite such efforts, any information is nevertheless accessed by a third party, you hereby release us from any liability for any loss or inconvenience you may suffer in consequence of such unauthorised access and from any other consequences thereof howsoever caused.
- In no circumstances shall OYSTER YACHTS be liable (whether in contract or in tort) for any loss of profit, loss of business, loss of opportunity, delay or other consequential or indirect loss, loss or corruption of data or information.