



TERMS AND CONDITIONS – CREW

Please read the following Terms and Conditions carefully before completing your Registration for Our Services.

Registration for Our Services is taken as acceptance of our Terms and Conditions.

Reference to "you" means the person registering through the website or otherwise using Our Services for the purpose of finding employment on vessels.

Reference to "we", "us" and/or "Our" means Yachties of the World Recruitment Limited, a New Zealand registered company.

1. Definitions

Applicant means any person who registers with us for crew roles on vessels.

Applicant information includes all personal information provided by you to us including your CV.

CV means in the case of each Applicant, the relevant Applicants curriculum vitae or employment history.

Our Client(s) means the shipowner, Captain, or other crew, acting on behalf of the owner of the vessel who contact us regarding filling vacancies.

Placement Requests: means the request from Our Client to refer Applicants for particular roles and positions and will detail the particular qualifications and qualities Our Client is looking for.

Referred, Referral, Introduction: When we provide Our Client with the details of Applicants relative to Placement Requests.

Registration: The process of signing up to Our Services through the website and providing all relevant documentation and information to be placed in a role.

Yacht / Vessel / Ship means the vessel on which Applicant could be employed.

2. Service Description

Yachties of the World is a Private Seafarer Recruitment and Placement Service whose primary purpose is the recruitment and placement of seafarers motor yachts and fishing vessels. Our Services are an introductory service only, connecting suitable Applicants with Shipowners. We

do not employ Applicants. The Employer will be the shipowner, or any person otherwise designated as Employer by the shipowner.

We are recognised by Maritime New Zealand as being compliant with Recruitment and Placement Service standards outlined in the Maritime Labour Convention.

We may change our terms and conditions at any time and will notify you of any change. If you do not consent to those changes you can cease to use our services.

3. Our Process

On registration for Our Services you will provide us with all relevant information including uploading your CV and providing copies of your qualifications relevant to the roles you are seeking to fill.

We will verify the authenticity and validity of your qualifications and documentation.

By Registering for Our Services, you consent to us providing your personal information to Our Clients in response to relevant Placement Requests.

We do not guarantee placement. Our Clients may elect to shortlist and interview you. It is up to Our Client whether they offer you the role.

4. Maritime Labour Convention (MLC), 2006

a. Your Obligations

On Registering for Our Services you undertake to:

- Provide us with proof of age;
- Provide us with an up to date copy of your CV including two referees, any relevant certificates, any additional evidence of experience in the industry;
- Provide us with a copy of your current medical certificate;
- Advise us of your preferred roles and duration of work;
- Promptly advise us if any of your personal information changes - You are responsible for ensuring that your personal information held by us is accurate and up to date;
- Undergo / provide security or criminal check if required by a prospective employer;
- Undergo a drug or alcohol test if required by a prospective employer;
- Attend any interviews with us or with a prospective employer;
- Promptly advise us if you are employed in a role that we have referred you to or are otherwise unavailable for employment;
- Immediately advise us if you consider you are likely to suffer a monetary loss as a result of Our Client failing in their obligations under your Employment Agreement with them;
- You should be aware that your employment agreement should contain a clause regarding repatriation to your point of embarkation, or a final destination mutually agreed by yourself and your potential employer;
- You should have the opportunity to take the time needed to examine and seek advice on your employment agreement and freely enter into the agreement;
- Confirm when you have signed an Employment Agreement;
- Confirm when you have received a signed copy of your Employment Agreement;

- Ensure that you conduct yourself in a manner that safeguards that your qualifications are maintained and immediately advise us and your employer if your qualifications are in question.

b. Our Obligations

- We are required to verify qualifications of and documentation for all Applicants we provide services for, including that each Applicant:
 - is qualified to carry out the duties for the role which they are applying for;
 - holds all necessary documentation required.

By Registering for our Services, you are agreeing that you consent to us taking reasonable steps to comply with our obligations including contacting your referees, and verifying your qualifications.

- We must keep the following records for all persons we recruited or placed on a vessel:
 - the name of the vessel
 - the seafarers' qualifications;
 - the seafarers' record of employment with that Employer;
 - personal data relevant to that persons employment;
 - medical certificate(s) relevant to that persons employment.
- We must, to the extent practicable, confirm that the Owner of a vessel:
 - is insured to protect you against stranding; and
 - provides Seafarer Employment Agreements that are in accordance with the requirements of the relevant legislation that applies to them.
- As required by the MLC we have established a system of protection by means of an insurance policy to compensate seafarers, referred by us, for monetary loss (e.g. loss of wages and repatriation costs) that they may incur as a result of our failure or the relevant Employer to meet their obligations under the Seafarer Employment Agreement (SEA). Any claims need to be made in accordance with Our Complaints Process.
- We do not use any means, mechanisms or lists intended to prevent or deter seafarers from gaining employment for which they are qualified.
- We will not place any Applicant under the age of 16 years or below the minimum age specified by the vessel's flag (whichever is higher).
- We are contactable at all hours in the event of an emergency.

5. Complaints Process

Our complaints Process is set out in our Complaints Policy.

We will consider and respond to any complaints in case of any issues that may arise in terms of compliance of your employment with Maritime Labour Convention (2006) or our services.

Maritime New Zealand or the relevant flag state authority can also be contacted on in case of any MLC non-compliance issues.

6. Privacy and Information Sharing

We collect personal information from you, including information about your:

- name
- contact information
- next of kin contact details
- interactions with us
- qualifications and experience

We collect your personal information in order to comply with our legal obligations and provide our services. We agree to use our best endeavours to hold your information in a secure manner and prevent your personal information from being accessed and shared by parties other than us, except where disclosure is required by law or with your express permission.

If, despite such efforts, any information is nevertheless accessed by a third party other than us, you release us from any liability for any loss or inconvenience you may suffer in consequence of such unauthorised access and from any other associated consequences.

Besides our staff, we share this information with Our Clients as necessary in order to place you in suitable roles.

You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us at info@yachties.co.nz.

We will take appropriate steps to ensure that your data is kept securely and will use our best endeavours to protect the confidentiality of your personal information.

In the event you wish to withdraw from our services we will destroy your personal data held by us within twelve (12) months of the termination of our services. We are, however, required to maintain a copy of our contract with you for five (5) years.

7. Termination

These Terms and Conditions apply from the time you Register with us for our Services and will continue until:

- The terms are varied by us in writing and you do not consent;
- Either party terminates it by providing written notice at least thirty days in advance.

On Termination privacy obligations continue. If you have been referred for a placement prior to termination and are successful then these Terms and Conditions continue to apply.

8. Governing law and dispute settlement

These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by the laws of New Zealand. The parties agree that the New Zealand Courts shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions.

