

Certificate Number: 23569530/R&PCoC/JAN17/0131



MARITIME LABOUR CONVENTION, 2006 CERTIFICATE OF CONFORMITY

Issued under the authority of the Government of the United Kingdom of Great Britain and Northern Ireland by the Maritime and Coastguard Agency, an Executive Agency for the Department for Transport.

COMPANY

Name	West Nautical Ltd		
Address	Baltic Place		
	South Shore Road		
	Gateshead		
Postcode	NE8 3AE	Country	United Kingdom

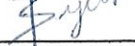
THIS IS TO CERTIFY

That the above recruitment and placement agency has been audited for compliance with paragraph 5 of Standard A1.4 of the Maritime Labour Convention, 2006 with respect to supplying seafarers to the yacht industry.

This certificate of conformity is valid until 20th December 2021 subject to an intermediate audit taking place at any point between the range-dates stated overleaf.

Completion date of the audit on which this Certificate is based 20th December 2016.

Issued at Maritime and Coastguard Agency Headquarters on 24th January 2017.

Signed 
(Signature of the duly authorized official issuing the Certificate)



Name: TUSHAR BIJUR

Official Stamp

Intermediate audit

Range dates: 20th December 2018 to 20th December 2019

Name ASIF HANIF
Signed Asif Hanif
Date 27 NOV 2019



Additional Audits

Additional audit:

Name
(if required)

Signed

Date

Additional audit:

Name
(if required)

Signed

Date

Additional audit:

Name
(if required)

Signed

Date



Official Stamp

Official Stamp

Official Stamp



Terms and Conditions of Business for the Introduction and Engagement of Permanent and Temporary Candidates to the Client

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

'Candidate'

Means the person introduced by the Consultancy to the Client for an Engagement.

'Client'

Means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Candidate is introduced

'Consultancy'

Means West Nautical Limited, Baltic Place, South Shore Road, Tyne & Wear, NE8 3AE

'Engagement'

Means the assignment, employment or use of the Candidate by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services.

'Introduction'

Means (i) the Client's interview of a Candidate in person or by visual web or verbal telephone, following the Client's instruction to the Consultancy to search for a Candidate; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Candidate; and which leads to an Engagement of that Candidate.

'Remuneration'

Includes consolidated salary payable to, or receivable by the Candidate for services rendered to or on behalf of the Client.

1.2 Unless the context requires otherwise, references to the single include the plural.

1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1 These Terms constitute the contract between the Consultancy and the Client and are deemed to be accepted by the Client by virtue of an introduction to, or the Engagement of a Candidate or the passing of any information about the Candidate to any third party following an introduction.

2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Consultancy, these Terms of Business prevail over any other terms of business or conditions put forward by the Client.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Consultancy and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after such varied terms shall apply.



WEST NAUTICAL

3. NOTIFICATION AND FEES

- 3.1 The Client agrees:
- a. To notify the Consultancy immediately of any offer of an Engagement which it makes to the Candidate;
 - b. To notify the Consultancy immediately that its offer to an Engagement of the Candidate has been accepted and to provide details of the remuneration to the Consultancy; and
 - c. To pay the Consultancy's fees within 30 days on the date of invoice.
- 3.2 Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Candidate commences the Engagement when the Consultancy will render an invoice to the Client for its fees.
- 3.3 The Consultancy reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 5% per month from the due date until date of payment.
- 3.4 The fee payable to the Consultancy by the Client for an introduction resulting in an Engagement is the amount equal to:

Seagoing engagements:

Permanent engagements	- 90 % of the usual monthly wage
Temporary up to 3 months	- 45 % of the usual monthly wage
Temporary up to 1 month	- 25 % of the usual monthly wage

Shorebased engagements:

Permanent engagements	- 12.5 % of the usual annual salary
-----------------------	-------------------------------------

VAT will be charged on the fee if applicable.

4. REFUNDS

- 4.1 In order to qualify for the refund, the Client must pay the Consultancy's fees within 30 days of the date of invoice and must notify the Consultancy in writing of the termination of the Engagement within 7 days of its termination.
- 4.2 If the Engagement is terminated before the expiry of 30 days the commencement of the Engagement (except where the Candidate is made redundant, or the conditions of service are changed by the Client) the Client shall receive a credit against the fee paid equal to 100%. Alternatively, at the discretion of the Client, the Consultancy will endeavour to replace the candidate with another, suitably competent and qualified, who is acceptable to the Client, and in timeframe, at no extra cost.

5. INTRODUCTIONS

- 5.1 Introductions of Candidates are confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by the Consultancy which results in an Engagement with that third party within 6 months of the introduction renders the Client liable to payment of the Consultancy's fee as set out in clause 3.4 with no entitlement to any refund.
- 5.2 An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Candidate engaged as a consequence of, or resulting from an introduction by or through the Consultancy, whether direct or indirect, within 6 months from the date of the Consultancy's introduction.



WEST NAUTICAL

- 5.3 Where the amount of the actual remuneration is not known the Consultancy will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Candidate has been engaged with regard to any information supplied to the Consultancy by the Client and/or comparable positions in the market generally for such positions.

6. SUITABILITY AND REFERENCES

- 6.1 The Consultancy endeavours to ensure the suitability of any Candidate introduced to the Client by reference checking and obtaining confirmation of the Candidate's identity; that the Candidate has the experience, training, qualifications and any authorisation, which the Client considers necessary or which may be required by law or by any professional body; and that the Candidate is willing to work in the position which the Client seeks to fill.
- 6.2 At the same time as proposing a Candidate to the Client the Consultancy shall take all such steps reasonably practicable to inform the Client of such matters in clause 6.1 as they have obtained confirmation of.
- 6.3 The Consultancy endeavours to take all such steps as are reasonably imposed by law or any professional body to enable the Candidate to work in the position, which the Client seeks to fill.
- 6.4 The Consultancy endeavours to take all such steps reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position, which the Client seeks to fill.
- 6.5 Notwithstanding clauses 6.1, 6.2, 6.3 and 6.4 above the Client should also satisfy itself as to the suitability of the Candidate and the Client shall also take up any references provided by the Candidate to it or the Consultancy before engaging such Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the flag state or country in which the Candidate is engaged to work.
- 6.6 To enable the Consultancy to comply with its obligations under clauses 6.1, 6.2, 6.3, and 6.4 above, the Client undertakes to provide the Consultancy details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and working regimes/routines; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and, if applicable, any exceptional risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Candidate to commence, the duration or likely duration of the work; the minimum rate of remuneration, and any other benefits that would normally be offered; the intervals of payment of the remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client. (The foregoing requests are obligations placed on Consultancies, which they should endeavour to obtain from the Client).

7. LIABILITY

- 7.1 The Consultancy shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Consultancy seeking a Candidate for the Client or from the introduction to or engagement of any Candidate by the Client or from the failure of the Consultancy to introduce any Candidate. For the avoidance of doubt, the Consultancy does not exclude liability for death or personal injury arising from its own negligence.

8. LAW

- 8.1 These Terms are governed by the Law of England & Wales and are subject to the exclusive jurisdiction of the Court of England & Wales.