



## WEST NAUTICAL

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

#### 1. DEFINITIONS

1.1 In these Terms of Business, the following definitions apply:

'Candidate'

Means the person or persons introduced by the Consultancy to the Hirer for an Engagement, who understands their rights and duties in seeking employment under the Maritime Labour Convention (2006).

'Hirer'

Means a person (including an employment business) to whom an employment agency or employment business introduces or supplies or holds itself out as being capable of introducing or supplying a work-seeker as defined in The Merchant Shipping (Maritime Labour Convention) (Recruitment and Placement) Regulations 2014.

'Consultancy'

Means West Nautical Limited, 18a Osborne Road, Jesmond, Newcastle upon Tyne, NE2 2AD, UK

'Engagement'

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

'Introduction'

Means (i) the Hirer's interview of a Candidate in person or by visual web or verbal telephone, following the Hirer's instruction to the Consultancy to search for a Candidate; or (ii) the passing to the Hirer 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 Hirer.

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

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

#### 2. THE CONTRACT

21 These Terms constitute the contract between the Consultancy and the Hirer and are deemed to be accepted by the Hirer 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.

22 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 Hirer.

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



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### 3. NOTIFICATION AND FEES

- 31 The Hirer 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.
- 32 Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Hirer until the Candidate commences the Engagement when the Consultancy will render an invoice to the Hirer for its fees.
- 33 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.
- 34 The Consultancy shall at no stage request payment from the Candidate for any reason or purpose.
- 35 The fee payable to the Consultancy by the Hirer 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

**Shoreside engagements:**

Permanent engagements	12.5% of the usual annual wage
Temporary up to 3 months	3.5% of the usual annual wage



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### 4. REFUNDS

- 4.1 In order to qualify for the refund, the Hirer 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 Hirer) the Hirer shall receive a credit against the fee paid equal to 100%. Alternatively, at the discretion of the Hirer, the Consultancy will endeavour to replace the candidate with another, suitably competent and qualified, who is acceptable to the Hirer, and in timeframe, at no extra cost.

### 5. INTRODUCTIONS

- 5.1 Introductions of Candidates are confidential. The disclosure by the Hirer 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 Hirer 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.
- 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 Hirer 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 Hirer by reference checking and verifying the Candidate's identify; that the Candidate has the experience, training, qualifications and any authorisation, which the Hirer 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 Hirer seeks to fill.
- 6.2 At the same time as proposing a Candidate to the Hirer the Consultancy shall take all such steps reasonably practicable to inform the Hirer 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 Hirer 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 Hirer or the Candidate for the Candidate to work in the position, which the Hirer seeks to fill.
- 6.5 The Consultancy shall not use any means, mechanisms or lists (i.e., a Blacklist), to prevent Candidates from gaining employment for which they are qualified, and that no bargaining agreements shall be considered by the Consultant or any Hirer.
- 6.6 The Consultancy shall not recruit for any Hirer who has a vessel flying the Flag of a State which has not ratified the Maritime Labour Convention (2006).
- 6.7 Notwithstanding clauses 6.1, 6.2, 6.3 and 6.4 above the Hirer should also satisfy itself as to the suitability of the Candidate and the Hirer shall also take up any references provided by the Candidate to it or the Consultancy before engaging such Candidate. The Hirer 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.
- 6.8 To enable the Consultancy to comply with its obligations under clauses 6.1, 6.2, 6.3, and 6.4 above, the Hirer undertakes to provide the Consultancy details of the position which the Hirer 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



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the Hirer 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 Hirer and what steps the Hirer has taken to prevent or control such risks. In addition, the Hirer shall provide details of the date the Hirer 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 Hirer. (The foregoing requests are obligations placed on Consultancies, which they should endeavour to obtain from the Hirer).

### **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 Hirer arising from or in any way connected with the Consultancy seeking a Candidate for the Hirer or from the introduction to or engagement of any Candidate by the Hirer 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.