



Crewbook Crew Recruitment Terms and Conditions – Clients

As at 15th of May, 2009

1. DEFINITIONS:

1.1 Crewbook : Crewbook Crew Recruitment, a NSW & QLD states' registered business of Australia

1.2 Crew/Candidate : Any person submitting their information on the website, making a verbal presentation to Crewbook personnel, faxing or mailing person details or any other form of submission of personal details whilst seeking employment.

1.3 Registration: The process undertaken by crew seeking work or clients seeking crew by submitting their details to Crewbook via website, email, fax, mail, phone or in person.

1.4 Employer/Client: Any person, corporation, company, yacht owner, yacht captain or any crew member or agent acting on behalf of a yacht or company.

1.5 Website: Crewbook website www.crewbook.com.au

1.6 Submitted or Submittal: The forwarding or presentation of candidates from the company to the employer by any means and valid for 12 months from the date of submission.

1.7 Crew Request: A request to find crew received by client/employer.

1.8 Permanent: Any position which does not have a fixed end date or intended employment longer than 90 days

1.9 Temporary: Any position which has a fixed end date of employment less than and up to 90 days.

1.10 GST: Compulsory Goods and Services Tax

1.11 Validity: These terms and conditions are valid until amended by Crewbook

2. SUBMISSION OF RESUMES :

2.1 Acceptance of resumes and submission of a crew request indicates acceptance of all terms and conditions contained in this contract. It is agreed that client has the authority to enter into such agreement on behalf of the vessel, owner or company.

2.2 It is the Clients' responsibility to inform Crewbook of Candidates previously known to the Client within 48 hours of receipt of resume. Otherwise it is agreed that the client is obligated to pay full placement fees.

2.3 The introduction of a candidate is confidential. The referral of a Crewbook candidate to a third party by the Client, renders you liable to pay recruitment fee's outlined in clause 3. In this case, crew warranty does not apply.

3. FEES:

3.1 Fees are payable to Crewbook each time a candidate is employed within a year from the date the candidate was referred to the Client.

3.2 (a) Permanent Placement - 6% of the annual wage + 10% GST

(b) Temporary Placement – 20% override of total wages paid or a minimum of \$150 + GST

3.3 Transactions over \$5,000AUS attract a 5% discount. Calculated before GST.

3.4 Annual wage is calculated including superannuation and holiday pay. Any travel, training, gratuities or other bonuses are not included in the annual wage calculations.

3.5 If a wage increase is offered after a trial period, the fee is based on the starting salary.

3.6 For Permanent Placement, fees are payable within 14 days of the first day employment.

3.7 For Temporary Placement, fees are payable within 14 days after the end of employment.

3.8. Invoices will be issued in the currency that the position is paid in. Invoices are subject to the foreign exchange rates on that day it is paid.

4. TERMS:

4.1 Notification of Employment – It is the clients' responsibility to inform Crewbook of a decision to accept a permanent or temporary candidate for employment within 7 days of commencement date by way of contractual agreement which includes as a minimum; start date and salary agreed.

In the case where a Temporary Candidate returns to work for the client after the initial employment period – within three months – permanent placement fees MINUS temporary placement fees already paid, will be due. Failure to inform Crewbook will subject the client to full permanent placement fees

4.2 Notification of Termination – In the event that a candidate is discharged with just cause, or voluntarily leaves said employer with or without just cause, within 30 days, it is the clients' responsibility to inform Crewbook within 7 days in order to be eligible for a replacement candidate.

4.3 Payment Terms – are as outlined in Section 3. If payment is not received within required time frame, the Client will forfeit warranty. In addition, interest of 1.5%, - calculated daily – will be due a further 7 days after payment date has expired. Client will also be responsible for reasonable costs associated with the collection of payment, including phone calls, court costs, legal fees and/or collection agency fees.

5. WARRANTY:

5.1 A standard guarantee is offered on all permanent crew placed by Crewbook. In the event that a candidate is discharged with just cause, or voluntarily leaves said employer with or without just cause, within 30 days from start date, we will replace the applicant once with no additional charge.

5.2 Every effort will be made to find a suitable and appropriate replacement. If unable to provide a suitable replacement within 45 days or another candidate is hired through other means, 20% of the gross placement fee will be retained by Crewbook and a credit for the remaining amount will be valid for 12 months from date of issue to be applied to any future crew placement for the client.

5.3 Replacement offer applies only if you have provided full payment of fees, Crewbook is notified of the termination within 7 days of its occurrence.

5.4 Warranty does not apply to Temporary Placements.

5.5 Only one credit note applies per placement

5.6 The credit note will not apply in the following cases

- a) Failure to comply with clauses 2-4
- b) Change in ownership of the vessel
- c) Change in the master/captain or over 50% of the crew
- d) Failure of employer/client to maintain a safe, drug free working environment

6. ACCURACY OF DATA

Reference checks are carried out as far as practical. We agree to make every reasonable effort to ensure the suitability of applicants on behalf of you. Crewbook will not forward any crew whom they believe is unsuitable or in anyway, inappropriate for the client. Crewbook provides no warranties in respect of the candidates' skills or experience. It is strongly recommended that any employer verify the credentials and job history of an applicant prior to hiring.

7. LIABILITY

7.1 Crewbook does not accept responsibility for any claim, error, loss, expense, damage, delay or injury of whatsoever nature, kind, however occasioned, whether by Our negligence, or the negligence of a candidate, other third party, their agents or otherwise, which may be suffered or incurred, whether directly or indirectly, in respect to the services provided under the Terms and Conditions or arising out of or in relation to the candidate.

7.2 Crewbook is not liable for any travel expenses in any circumstances incurred in the placement of any potential crew. The Client is responsible for any repatriation expenses for crew employed at foreign locations.

8. JURISDICTION

Every effort will be made to resolve disputes. In the event of any legal proceedings, the law of New South Wales, Australia will apply.