



## Our Terms and Conditions of Business

### INTRODUCTION

It is important to us to ensure that you are fully advised of our terms and conditions of business before you enter into this agreement. Please ensure that you fully read and understand our terms and conditions before signing and instructing us to act on your behalf. These terms have been put in place to protect both you and us and to prevent any misunderstanding at a later date.

### THE CONTRACT

The contract is between yourself and Dovaston SLU (hereinafter Referred to as 'DU'). This contract will be construed in accordance with Spanish Law and both parties agree to submit to the jurisdiction of Spain. Dovaston SLU is owned and a member of Sovren House Group.

### AGREEMENT & ACCEPTANCE

Your acceptance to these terms and conditions will be deemed to take effect and accepted by you as soon as we have received your signed form attached to these terms and conditions and we have started to search for crew on your behalf at your request. Our terms and conditions are legally binding and you agree to be bound by the covenants and clauses contained herein.

### OUR FEE POLICY

The Client agrees to engage the services of Dovaston Crew SLU to supply qualified Candidates to be considered for employment. The Client is responsible for notifying 'DC' within 24 hours if Candidates, submitted by 'DC', have already been introduced by another company or source.

The fee for services rendered (the placement fee) becomes due and immediately payable at the stage where a client agrees to employ a DC Candidate (within a twelve (12) month period from introduction) regardless as to when the start date for employment commences. At this stage the client agrees to make payment of that invoice in accordance with the payment terms contained herein.

### Placement fees are as follows:

- (a) **Full-Time** (over 180 days), with the exception of Junior Crew, the fee due is 85% of one (1) month's gross salary.
- (b) **Seasonal** (91-180 days) The fee due is 75% of one (1) month's gross salary.
- (c) **Temporary** (1-90 days including trial periods) 20% of the total earnings, subject to a minimum charge of 200€ - to be charged on contract by contract basis.
- (d) **Junior Crew** (salary equivalent to 2.500,00€ per month). The fee due is 1.500€ fixed plus IVA providing an offer is made within one month of the instruction being received.

All fees are subject to 21% IVA in addition of the quoted price. Exceptions apply for companies held in the EU or any other foreign companies not registered in Spain, those companies must present VAT registration number.

Additional invoices will be issued if the Candidate is rehired for future dates.

### LIABILITY & EXPENSES

DC is not responsible, under any circumstances, for any monetary loss incurred by the Client regarding the placement of a Candidate. The yacht is responsible for repatriation of the Candidate(s), unless other arrangements have been agreed upon between the employer and the Candidate.

Candidates are hired at-will by the Client. Services provided by DC are free for crew members. It's the yacht Owner's responsibility to pay for the cost on necessary employment Visas and other expenses agreed between the client and the candidate.

### WARRANTY ON CREW

In the event that the hiring of a permanent Candidate proves unsuccessful, during the first sixty (60) days from the start date of employment (except Junior Crew), DC will offer a replacement Candidate if:

- A. DC's fee has been paid in full by the due date.
- B. DC is advised within twenty-four (24) hours of termination or resignation.
- C. Working conditions are normal and there has been no change of Captain, yacht Ownership, or job description, working hours or terms originally put forward to the candidate as presented to DC.

The same warranty applies where there is a prolonged period from the acceptance of a candidate to the start date where the Candidate decides through no fault of the client, not to start the position and the criteria at (A to C) above have been complied with.

DC promotes safe working conditions for all Crewmembers and can terminate this warranty should the yacht and/or the working conditions be deemed unsafe.

Replacement Candidates will carry a thirty (30) day warranty period beginning from their start date. In the event that DC is unable or unsuccessful in supplying a replacement Candidate immediately, a credit will be given to the value paid towards future placements for up twelve (12) months from the start date. If the Client chooses to engage the services of a replacement Candidate through another source the credit will be void.

### YACHT INFORMATION

In order for DC to maintain accurate information about yachts, DC requires copies of the following documents supplied from the Client, Captain or Yacht Manager:

- (A) Yacht's Certificate of Registry, Yacht details

- (B). Management Company address and VAT number

- (C) Passport N° (only if privately owned) and Complete Billing address

- (D). Copy of MLC 2006 compliance if applicable

### CANDIDATES

DC vets all registered Candidates by conducting interviews, reference verifications and attempts to ensure that Candidates certificates are valid and up-to-date. DC does not perform criminal Checks, but can do so for an additional fee.

### PAYMENT OF OUR FEES

Our fees become due and payable in full to **Dovaston Crew SLU** within Twenty-one (21) days starting from the date of employment offer and acceptance by one of our candidates and/or the production of an invoice from us. Payments can be made either by transfer, cheque or credit card (2% will be applied when payment is made by credit card, VISA or MASTERCARD). Late payments will carry a late payment fee of 10% of the overall amount outstanding. This will be invoiced separately and payable immediately. Late payment interest will be calculated on our fees at the rate of 1.5% per day on all outstanding amounts.

### CREDIT CARD RESERVATION

If you have provided us with your credit card details, by signing this agreement, you agree to us reserving an amount equivalent to 50% (to a maximum of 2.000€) of the placement fee on your credit card at the point of your instruction being received by us. We will not take this amount until such time that our fee becomes payable. When our fees become payable you authorise us to deduct 50% (to a maximum of 2.000€) of our fees from the credit card details you have provided above. We will of course contact you beforehand to inform you of this. The remainder of our fees will be subjected to the late payment fee and interest as set out above.

### QUALITY ASSURED SERVICE

Every effort will be made to meet your recruitment needs. If for any reason there is any aspect of our service that you feel is not meeting your expectations, please speak to us and we will try our very best to correct the matter immediately.



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