



Towngate House, 2-8 Parkstone Road, Poole, BH15 2PW

VAT No: 180707607

Quay Crew Candidate Terms & Conditions

By using this website you are indicating you agree with our terms and conditions. These may be changed at any time without notice.

Definition of Terms

- Quay Crew: Us, we, our, crew agency
- Client: Motor / sail yacht which employs you through using Quay Crew's services
- You: The candidate / crew member / person registering with Quay Crew
- MLC: Means the International Labour Organisation (ILO) Maritime Labour Convention (MLC,2006)

1: Quay Crew Discrimination Policy / Blacklist Policy

- Quay Crew is a Crew Agency which operates in a non discriminatory manner across gender, sexuality, race, religious beliefs, age and disability
- We welcome all applications from people of all backgrounds
- Quay Crew does not operate a 'blacklist' of any kind

2: Quay Crew Declaration Regarding Payments

- No crew member / candidate will be charged for registering or being represented by Quay Crew. The fee incurred during the recruitment process is solely paid by the client
- The crew member is not required to assist the yacht with any payments to ensure employment

3: Crew Requirements

- All information contained within the CV is to the best of your knowledge correct
- All the qualifications and references uploaded are your property and the information contained within is correct and not been falsified or edited in any way
- After registering and uploading your documentation, you must indicate your agreement with these Terms by ticking the check box which also indicates you have read and understood them. If you choose not to place a tick in this box you will be deemed to have not accepted these Terms and will not be able to register and be represented by us

- You agree to us using any information on your CV or in the documents uploaded to be used by us for the purpose of gaining you employment as we see fit
- You are required to take original copies of all your documentation on board with you for the clients records / inspections once you gain employment
- You are also required to bring original copies of all your documentation along to your registration interview (should you have one) with Quay Crew
- Should you become employed through a client of Quay Crew's that we have placed you into then you will be required to send a copy of your signed contract to us. If this is against your boats policy we will require an email confirming that you have received your contract, have signed it, have a copy and you are happy with it.

4: Seafarers Rights

Under the MLC 2006 Legislation, you as a seafarer are entitled to the following by all clients which are MLC 2006 Compliant

- Your contract should be written in English and contain information on employment agreements, wages, hours of rest, entitlement to leave, repatriation, compensation for a ship's loss or foundering, manning levels, career and skills development, employment opportunities
- You should receive, as a minimum, your contract via email prior to joining the client so you have the opportunity to seek 3rd party advice should you wish to
- The opportunity to read your contract before signing it
- Having signed your contract you are entitled to a copy of it
- The following contains some of your key rights but is not limited to:
- 10 hours of rest per 24 hours and 77 hours of rest per 7 days
- 2.5 days of holiday per calendar month
- Repatriation to your home country
- Suitable accommodation and recreational facilities

A full and detailed breakdown of your Seafarers rights can be found here

<https://www.gov.uk/seafarer-working-and-living-rights/maritime-labour-convention>

5: Complaints Procedure

- We are committed to providing the best possible service to our registered crew. Unfortunately things do occasionally go wrong and we aim to rectify that where we can
- Should you have a complaint with the service you have received from Quay Crew please let us know about it and address it to webmaster@quaycrew.com putting Complaint in the subject line
- We have 4 weeks to resolve it and should you feel the complaint has not been resolved then you are entitled to escalate this to the MCA
- We will respond to your email acknowledging the complaint and then investigate and discuss the matter with the 4 directors of the company
- Quay Crew will then respond with what they feel is an appropriate solution
- Should you feel after Quay Crew's response that your complaint is still unresolved you are entitled to take this further and contact the MCA direct using the following email address mlc@mcga.gov.uk

<https://www.gov.uk/government/organisations/maritime-and-coastguard-agency>

6: Confidentiality / Privacy

- At Quay Crew your details will never be passed onto a 3rd party which is not a client without your express permission, whether that is verbally, written or digital
- Only the directors and staff of Quay Crew have access to the database
- The database Quay Crew use is a British Company which utilises UK based servers and is fully compliant with the Data Protection Act
- Quay Crew is also a member of the Information Commissioners Office <http://ico.org.uk/>