



SURGE CREW - TERMS OF BUSINESS

1. DEFINITIONS

1.1 In these Terms of Business:

- “Surge Crew” means Surge Yachting Ltd, trading as Surge Crew.
- “Client” means the yacht owner, captain, management company, or authorised representative engaging Surge Crew.
- “Candidate” means any crew member introduced by Surge Crew.
- “Introduction” means the provision of a Candidate’s details to the Client, whether verbally or in writing.
- “Placement” means the engagement of a Candidate by the Client or any related party, including within the same ownership, management company, or fleet, whether on a permanent, temporary, freelance, rotational, relief, consultancy, or any other paid basis.

2. SCOPE OF SERVICE

2.1 Surge Crew provides yacht crew recruitment and placement services, including:

- Sourcing and screening suitable candidates
- Conducting candidate conversations and suitability assessments
- Reference checking where applicable
- Introducing Candidates to Clients

2.2 Surge Crew acts solely as an **introduction agency** and does not:

- Employ crew
- Supply labour
- Issue contracts
- Manage payroll
- Provide onboard or operational services

2.3 All hiring decisions remain the responsibility of the Client.

2.4 The Client is responsible for ensuring that all seafarers are engaged under a compliant Seafarer Employment Agreement (SEA) and are informed of their rights and duties, in accordance with the Maritime Labour Convention (MLC, 2006).

2.5 The Client shall ensure that appropriate financial security is in place in accordance with MLC requirements, including repatriation (MLC A2.5.2) and shipowners’ liability (MLC A4.2), and agrees to provide evidence of such upon request.

3. NO FEES TO SEAFARERS

- 3.1 In accordance with the **Maritime Labour Convention, 2006 (MLC)**, Surge Crew does not charge seafarers any recruitment or placement fees at any stage of the recruitment process.
- 3.2 All recruitment fees are charged solely to Clients under agreed commercial terms.

4. FEES & PAYMENT

4.1 Temporary / Freelance / Relief Placements

For employment contracts **up to three (3) months**, the recruitment fee shall be **25% of the total contract value**. Where a temporary Candidate is subsequently offered permanent employment within 12 months of Introduction, the Permanent Placement Fee shall apply.

4.2 Seasonal Placements

For employment contracts **between three (3) months and six (6) months**, the recruitment fee shall be **75% of the candidate's first monthly salary**.

4.3 Permanent Placements

For employment contracts **exceeding six (6) months**, the recruitment fee shall be **80% of the candidate's first monthly salary**.

4.4 Multiple Placements

Each Placement shall be treated as a separate engagement, and a separate recruitment fee shall apply.

4.5 Payment Terms

Unless otherwise agreed in writing, fees become due once a Candidate commences employment. A Placement is deemed to commence on the first working day. Invoices are issued upon commencement and are payable within 14 days.

4.6 Non-Commencement

No fee is payable where a Candidate does not start employment.

4.7 Late Payment

Late payment may result in suspension of services and may incur interest in accordance with applicable legislation.



4.8 Contract Extensions

Where a temporary or seasonal placement is extended beyond the originally agreed contract duration, Surge Crew reserves the right to invoice the difference between the applicable fee tiers.

5. INTRODUCTIONS, OWNERSHIP & NON-CIRCUMVENTION

5.1 Introduction

An Introduction occurs where a Candidate's details are provided to the Client by Surge Crew, whether verbally or in writing.

5.2 Introduction Ownership

Where a Candidate introduced by Surge Crew is engaged by the Client, or any related party including within the same ownership, management company, or fleet, within 12 months of Introduction, the Placement shall be deemed attributable to Surge Crew and a recruitment fee shall be payable.

A fee shall also be payable where a Candidate introduced by Surge Crew is engaged by a third party following disclosure of the Candidate's details by the Client.

5.3 Prior Knowledge

If the Client has prior knowledge of a Candidate, this must be declared within 24 hours of receipt of the Candidate's details. Failing this, the Introduction shall be deemed valid.

5.4 Non-Circumvention

The Client agrees not to directly or indirectly engage, employ, or otherwise utilise any Candidate introduced by Surge Crew outside these Terms.

Any such engagement within 12 months of Introduction, whether by the Client or by any third party following disclosure of the Candidate's details, shall result in a recruitment fee being payable to Surge Crew.

5.5 Re-Engagement

Where a Candidate introduced by Surge Crew is re-engaged by the Client within 12 months of termination, a recruitment fee shall be payable.

6. REPLACEMENT & REFUNDS

6.1 Replacement Policy

The replacement policy applies on a per-Candidate, per-Placement basis.



6.2 No Refunds

Surge Crew offers a replacement policy only, not refunds.

6.3 Replacement Conditions

Where employment is terminated within 60 days of commencement, Surge Crew will, where commercially reasonable, endeavour to provide a suitable replacement Candidate at no additional fee, provided:

- Surge Crew is notified in writing within 48 hours of termination.
- The original invoice has been paid in full within agreed terms.
- The role, salary, rotation, and onboard conditions remain materially unchanged.
- Termination was not due to vessel sale, change of ownership, change of captain, or material programme changes.
- Termination was not caused by unsafe working conditions, Client misconduct, or misrepresentation of the role.

6.4 No Fee Refund

No refund of fees is provided under any circumstances.

6.5 Candidate Performance

Surge Crew does not guarantee Candidate performance, conduct, or longevity once onboard.

6.6 Rotational Crew

For rotational positions, the probationary period is assessed by reference to calendar days from the Candidate's commencement date, not the number of days actively worked onboard.

6.7 Partial Rotation Termination

Where a rotational Candidate completes only part of their first rotation and employment is terminated within 60 calendar days of commencement, the replacement policy may apply, subject to these Terms.

7. TRIAL PERIODS

- 7.1 Surge Crew does not offer trial placements. All Placements are considered confirmed upon commencement of employment.



8. CANDIDATE INFORMATION & VERIFICATION

8.1 Candidate Verification

Surge Crew takes reasonable steps to verify Candidate qualifications, certifications, and professional suitability, including conducting candidate conversations and obtaining references where appropriate. However, Surge Crew does not independently guarantee the authenticity or accuracy of documentation provided by Candidates.

8.2 Candidate Information

All information is provided in good faith. Surge Crew does not warrant the accuracy or completeness of information supplied by Candidates.

8.3 Client Responsibility

The Client remains responsible for final verification, suitability assessment, and hiring decisions.

8.4 Surge Crew may, where reasonably practicable, request sight of Seafarer Employment Agreements (SEA) or confirmation of MLC compliance. The Client remains responsible for ensuring all employment agreements are compliant.

9. NOTIFICATION OBLIGATIONS

9.1 The Client agrees to:

- Notify Surge Crew promptly upon commencement of a Placement, confirming the Candidate's start date and agreed terms
- Notify Surge Crew promptly of any termination of employment

10. LIMITATION OF LIABILITY

10.1 Surge Crew shall not be liable for:

- Acts, omissions, or conduct of any Candidate once engaged
- Losses arising from the Client's hiring decision
- Any indirect or consequential loss

10.2 Surge Crew's total liability shall be limited to the total recruitment fee paid for the Placement giving rise to the claim.



11. CONFIDENTIALITY & DATA PROTECTION

- 11.1 All Candidate information supplied by Surge Crew is confidential and provided solely for recruitment purposes.
- 11.2 The Client agrees to process Candidate data lawfully, use it solely for recruitment purposes, and delete it when no longer required
- 11.3 Surge Crew processes personal data in accordance with applicable data protection legislation and its Privacy Policy.

12. COMPLAINTS & DISPUTES

- 12.1 Any concerns relating to Surge Crew's services should be raised promptly and will be handled in accordance with Surge Crew's Complaints & Dispute Resolution Procedure.
- 12.2 Seafarers may also raise complaints directly with the Maritime & Coastguard Agency (MCA) at mlc@mcga.gov.uk where appropriate.

13. GOVERNING LAW & JURISDICTION

- 13.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

14. ACCEPTANCE

- 14.1 Instruction of Surge Crew, whether verbally or in writing, constitutes acceptance of these Terms of Business.

YACHT NAME: _____

NAME: _____ **TITLE:** _____

SIGNED: _____ **DATE:** _____