

# Crew Services Terms & Conditions

Northrop & Johnson Yachts-Ships LLC provides Northrop & Johnson Crew Services and associated websites, [www.northropandjohnson.com](http://www.northropandjohnson.com) and [www.njcrew.com](http://www.njcrew.com), for both employers seeking crew and for crew seeking employment through Northrop & Johnson Crew Services. The following terms and conditions govern the use of Northrop & Johnson Crew Services and apply to all entities that register and / or request use of our services.

## DEFINITIONS

–

**WHO WE ARE:** Northrop & Johnson Crew Services.

**WHO YOU ARE:** An individual or corporation, be it the yacht owner, captain, crewmember or agent acting on behalf of the owner, requesting crew from Northrop & Johnson Crew Services affirms that he/she has authority to hire.

## LET'S DEFINE THINGS

–

**TEAM PLACEMENT:** When Northrop & Johnson Crew Services introduces a crewmember, who is part of a team, and the partner is subsequently hired by the Employer, the Employer agrees to pay a second placement fee for the partner.

**TEMPORARY PLACEMENT:** Daywork, relief, freelance, delivery, seasonal or implied short-term placement is identified as a period of time less than 90 days in duration.

**PERMANENT PLACEMENT:** Any placement hired for an indefinite period of time, more than 90 days in duration.



**WE'VE GOT YOUR BACK:** Northrop & Johnson Crew Services offers a replacement guarantee. This applies if a permanent-placement crewmember leaves without cause or is terminated with cause within 180 days of embarkation. It is valid only for placements where the fee was paid within 15 days of the invoice date or crewmember embarkation, whichever first occurs. Northrop & Johnson Crew Services will endeavor to find a replacement once within the 180-day period of embarkation. Replacement is valid for 365 days after the departure date of a crewmember still under the 180-day guarantee. It is the responsibility of the Employer to notify Northrop & Johnson Crew Services in the event a crewmember is terminated or resigns.

**LET'S TALK MONEY:** A fee will be payable for any crewmember or team introduced by Northrop & Johnson Crew Services to the Employer, and who is subsequently hired within 12 months of the introduction. All fees paid are non-refundable. Full Fees will apply regardless of whether the crewmember or team was previously known to the Employer, with the exception that the Employer notifies N&J Crew Services within 24 hours of introduction.

Permanent placement fees are equal to 100% of one month's salary of the crewmember or team. Permanent placement fees are invoiced on the date of the respective crewmember's embarkation and are payable to Northrop & Johnson Crew Services within 15 days of invoice. Temporary placement fees are equal to 20% of the total compensation paid by the Employer (€50.00 minimum). Temporary placement fees are invoiced at the end of the respective crewmember's employment period and are payable on receipt of invoice.

**THE FINE PRINT:** Although Northrop & Johnson Crew Services makes diligent efforts during the screening process to ensure all information submitted to Employers is accurate, we ultimately cannot guarantee the accuracy of the information provided by crewmembers, nor are we responsible for any crewmember's actions during or following their employment. The Employer agrees Northrop & Johnson Crew Services is not liable for inaccuracies in a crewmember's licensing or references or any misrepresentation of previous work experience. The Employer or crewmember, as the case may be, irrevocably submits to the exclusive jurisdiction of such courts and waives any objection to venue, forum non-conveniens, or that the person requesting the crew placement service did not have actual or apparent authority to bind the yacht owner and/or crew employer. France maritime law, shall be applied to any dispute. The prevailing party shall be entitled to its attorney's fees in any such proceeding initiated for collection purposes.

**Date:**

**Signature:**

The above electronic signature expresses the Employer's agreement with the foregoing terms and conditions.