



CLIENT TERMS AND CONDITIONS

1. The Service

- 1.1 A-Z Yachting Ltd, is a UK registered limited company (address: Towngate House, 2-8 Parkstone Road, Poole, BH152PW) specializing in the introduction of professional yacht personnel (“Crew”) to prospective employers, their representatives and/or agents (“Clients”). Our role is that of a personnel introduction agency “The Service”. We only introduce Crew to the Client and any employment agreement or contract (whether made verbally or in writing) entered into by the Client and any Crew following an introduction by us is and remains the sole responsibility of the Client.
- 1.2 The provision of the Service is subject to the written acceptance (by email) of the Terms & Conditions contained herein (“Terms”). By entering business with us the Client is deemed to have accepted these Terms.
- 1.3 Although we make every effort as part of the service to interview Crew and verify their details, references and/or qualifications, we strongly recommend that the Client conducts its own investigations before entering into an employment agreement or contract with the Crew.
- 1.4 Any information and/or documentation (including, but not limited to, resumes, contact details, qualifications etc.) pertaining to any Crew introduced by us to the Client is for the sole use of the Client and must not be disclosed to any third parties without our expressed written approval. Introductions of Crew are confidential. If a Client discloses a Crew’s details to a third party, that will be deemed to be a “Third Party Introduction”.
If that Third Party Introduction results in a placement of the Crew by the third party within 12 months of the agency’s introduction of the Crew to the Client, then the Client will be liable to the agency for payment of a “Placement Fee” in accordance with clause 2. Neither the Client nor the third party shall be entitled to a refund of the Placement Fee under clause 4 in any circumstances.
- 1.5 These Terms constitute the contract between A-Z Yachting Ltd. and the Client for the supply of permanent or temporary staff (to be engaged directly by the Client) and are deemed to be accepted by the Client by virtue of either an Introduction, a Placement Offer or Placement, a request by the Client to receive information regarding Crew, to interview Crew or the passing by the Client of any information about Crew to any third party. For the avoidance of doubt, these Terms apply whether Crew are placed for the same type of work as that for which the service was originally affected.



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- 1.6 On placement of a candidate, a copy of the SEA agreement is required by A-Z Yachting Ltd, ensuring it complies with MLC regulations. A blank copy may be kept on file for future reference to the requirements and offer from the vessel in question.
- 1.7 On initiating an Agreement for A-Z Yachting to manage the position, the Client must declare any candidates already received via other sources.

2. **Fee Policy**

- 2.1 The provision of the Service will be subject to the payment of an appropriate placement fee calculated on the following basis:
- A. **Full-time Placements** (Crew employed for a period exceeding six (6) months): The fee will be 100% of one (1) month's gross salary.
- B. **Seasonal Placements** (Crew employed for a period exceeding three (3) months but less than six (6) months): The fee will be 80% of one (1) month's gross salary.
- C. **Temporary Placements** (Crew employed on a daily, weekly or monthly basis up to three (3) (c) months): The fee will be 30% of the accumulated salary earned for the period(s) employed subject to a minimum charge of €300.
- 2.2 In the event that any Crew introduced by us to the Client are employed or re-employed directly by the Client (with or without our involvement) within the period of one (1) year from the date of our initial introduction of the Crew, the Client will be charged the applicable placement fee by the fee policy.
- 2.3 In the event the Client obtains any information and/or documentation pertaining to the Crew from another source before our initial introduction the Client must inform us immediately.
We reserve the right to claim the introduction and any applicable placement fee should the Client decide to use the information and/or documentation provided by us in favour of that provided by the other source.
- 2.4 In the case of a rotation being on offer to a candidate, the fee will be for the amount earned whilst working on board and not assessed as divided per month over the course of a year.



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3. Payment Policy

- 3.1 Payments can only be paid by bank transfer.
- 3.2 Full-time Placements: Payment must be received within twenty-one (21) calendar days from the date of commencement of employment, late payments could jeopardize warranty.
- 3.3 Temporary and seasonal placements: Payment must be received within fourteen (14) calendar days from the date of invoice.
- 3.4 If a temporary or seasonal placement is extended beyond the period for which the placement fee was originally calculated, we will issue an additional invoice for the shortfall due to us by the fee policy. All placements will be charged for the period(s) employed, by the fee policy.
- 3.5 VAT will be added to the placement fee invoice if applicable.
- 3.6 The Client has a maximum period of 6 weeks from the date of invoice to raise a concern about the crew placed and take appropriate actions and terminate the employment of the placed crew to be eligible for a replacement.
- 3.7 The agency reserves the right to charge interest on invoiced amounts unpaid by the due date at the rate of 5% per month per month as a late payment fee, based on the date of invoice.
- 3.8 The client is liable to pay the bank charges for the payment of the placement fee.



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4. Placement Warranty

4.1 Subject to strict compliance by the Client with the provisions of clause 4.2,

Full-Time Placement Warranty

Should the placement leave without just cause or be dismissed with just cause within three (3) months then a seasonal placement fee will be charged, and the balance of the full-time placement fee will be kept as credit for any future new placement for a period no longer than twelve (12) months.

Seasonal Placement Warranty

Should the placement leave without just cause or be dismissed with just cause within thirty (30) days then a temporary placement fee will be charged, and the balance of the seasonal placement fee will be kept as credit for any future new placement for a period no longer than twelve (12) months.

Temporary Placement Warranty

No temporary placement warranty is given. Fees are calculated on a time-on-board basis.

4.2 The Warranty shall only be valid if the placement fee is paid by the payment policy (clause 3.) and provided that we have been notified by the Client in writing (by e-mail) within 48 hours from the date on which the employment was terminated. Should we not provide a replacement, or the client finds a replacement in other ways, a credit will be kept as credit for any future new placement for a period no longer than twelve (12) months.

4.3 Warranty periods for Captain, Chief Officer, Chief Engineer, Chief Stewardess/ Interior Manager and Purser are extended to 6 months (183 days) for permanent placements.

4.4 The Warranty may be invalidated at our discretion in the event of the following:

- A. Change of ownership of the yacht on which the Crew is/are employed
- B. any major change in schedule from that planned at the time of the employment of the Crew
- C. Change of Captain or the Management company resulting in the termination of the employment of any Crew introduced by us,
- D. Failure by the Client to maintain a safe working environment for the Crew
- E. Any other occurrence materially affecting the conditions of employment of the Crew, including a material change in the Client's requirements (job description, required qualifications and the like) without prior notice to us.



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5. Liability

- 5.1 All liability, whether in contract, tort or otherwise, for any loss, damage, cost or expense, is hereby excluded to the fullest extent permitted by law.
- 5.2 By agreeing to these Terms & Conditions, the client agrees to take full responsibility and ensure that they have Protection & Indemnity cover to protect seafarers from being stranded in a foreign port.
- 5.3 On employment of a candidate, the client will need to supply a copy of their Protection & Indemnity certificate with a clear indication of the expiration.

6. Jurisdiction

- 6.1 Any dispute arising out of or in connection with these Terms shall be submitted to the non-exclusive jurisdiction of the English Courts.
- 6.2 We, and the Client, irrevocably agree that any legal suit, action or proceedings ('Proceedings') arising out of or in connection with these Terms may be brought in such courts as referred to in clause 6.1, at the option of the party taking Proceedings, and hereby waive any objection to proceedings in such courts on the grounds of venue or because the proceedings have been brought in an inconvenient forum.
- 6.3 The foregoing notwithstanding, we may bring or commence proceedings in rem to obtain security, seizure, arrest or any other similar remedy against any property belonging to the Client in any other state or jurisdiction.



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7. **General**

- 7.1 If any part of these Terms is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms will not be affected.
- 7.2 Words denoting the singular include the plural and vice versa, and words denoting the masculine include the feminine and neuter and vice versa.
- 7.3 Failure by us to enforce any right does not result in waiver of such right.
- 7.4 Nothing in these Terms shall confer or purport to confer any right or benefit on any third party.
- 7.5 We reserve the right to amend these Terms from time to time.

Last Revision: May 2024.

I confirm that I agree to these Terms and Conditions and the Placement Fees outlined in 2.1

Date:

Boat Name:

Boat Representative's Name and Position:

Client Signature: