



Crew Placement Terms & Conditions

.....Our big selling point is the 'price' we charge to recruit crew. Most crew agencies typically charge 1 months' salary for the crew they have recruited. At 'SYP' we only charge 65% of 1 months' salary and offer a larger discount for multiple positions.

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 Superyacht Prestige (hereinafter Referred to as 'SYP'). This contract will be construed in accordance with UK and both parties agree to submit to the jurisdiction of UK.

Agreement and 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.

The fee policy

The Client agrees to engage the services of SYP to supply qualified Candidates to be considered for employment. The Client is responsible for notifying 'SYP' within 24 hours if Candidates, submitted by 'SYP', 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 SYP 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 90 days),, the fee due is 65% of one (1) month's gross salary.
- (b) Temporary (1-90 days including trial periods) 25% of the total earnings, subject to a minimum charge of 200€ - to be charged on contract by contract basis. Additional invoices will be issued if the Candidate is rehired for future dates.

Liability & Expenses



SYP 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 SYP 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 SYP will offer a replacement Candidate if:

- A. SYP's fee has been paid in full by the due date.
- B. SYP 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 SYP.
- 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.
- SYP 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 SYP 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 SYP to maintain accurate information about yachts, SYP 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

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

Payment of fees

Our fees become due and payable in full to Superyacht Prestige Ltd 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 5% of the overall amount outstanding. This will be invoiced separately and payable immediately.

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.