Yacht Chef Jobs Crew Placement Services

TERMS OF BUSINESS

These terms and conditions are between Yacht Chef Jobs Crew Placement and the Client for the provision of Crew Placement Services.

Yacht Chef Jobs Crew Placement specialises in the recruitment and placement of chefs for the yachting industry, private households, and traveling positions. This document outlines the terms and conditions under which Yacht Chef Jobs Crew Placement provides these services to the Client.

1. Definitions

1.1 Yacht Chef Jobs Crew Placement: Yacht Chef Jobs Crew Placement provides crew placement services for the yachting industry, private households, and traveling crew.

1.2 Client: Any individual or organisation that engages Yacht Chef Jobs Crew Placement to provide the Services.

1.3 Services: The recruitment and placement services provided by Yacht Chef Jobs Crew Placement to find suitable applicants for employment.

1.4 Applicant: A potential candidate presented by Yacht Chef Jobs Crew Placement to the Client for either temporary or permanent employment.

1.5 Applicant Profile: The resume or employment summary of the Applicant, including other personal information provided by the Applicant to Yacht Chef Jobs Crew Placement.

1.6 Introduction: The act of Yacht Chef Jobs Crew Placement, presenting an Applicant's Profile and/or arranging an interview between the Applicant and the Client.

1.7 Engagement: The employment of an Applicant by the Client, whether on a temporary or permanent basis.

1.8 Short-Term Engagement: An Engagement with a confirmed or intended duration of ninety (90) days or fewer, inclusive of travel and standby days, whether continuous or interrupted. This definition includes trial periods, temporary assignments, seasonal coverage, and delivery or passage crew hires, as recognised under MLC and standard yachting practices.

1.9 Fee: The amount payable by the Client to Yacht Chef Jobs Crew Placement for the Services rendered.

1.10 Engagement Fee: The deposit of €500 payable by the Client upon instructing Yacht Chef Jobs Crew Placement to commence the Services for a position under the Fixed Fee Option, as set out in Section 5.

1.11 Data Protection Legislation: Laws and regulations related to data protection, including GDPR and any updates or successors to such legislation, governing the handling of personal data.

1.12 GDPR: The General Data Protection Regulation (EU) 2016/679, which governs the protection of personal data.

1.13 MLC: The Maritime Labour Convention, 2006, of the International Labour Organization, as amended.

1.14 Sanctions Authority: The governments of France, the European Union, the United States, the United Kingdom, or any other relevant authority that imposes sanctions affecting the Services or the use of a Yacht.

1.15 Sanctioned Person: Any individual or entity listed under sanctions by a Sanctions Authority.

1.16 Sanctions and Export Control Laws: Regulations imposing economic, trade, or other restrictions as enforced by a Sanctions Authority.

1.17 Yacht: The vessel on which an Applicant is employed by the Client.

1.18 Position Description: The job description, requirements, package and expectations for the role the Client wishes to fill, as communicated to Yacht Chef Jobs Crew Placement through The Quick Crew Brief (Onboarding Form 2), The Deep Dive (Onboarding Form 3) or other correspondence.

Definitions importing the singular are to include the plural and vice versa.

2. Scope

These terms govern the contractual relationship between Yacht Chef Jobs Crew Placement and the Client, covering all aspects of the Services provided. Specific terms and conditions or written agreements may supplement these terms to address particular requirements of the Client. Yacht Chef Jobs Crew Placement offers Services

for the placement of both yacht crew and private household/traveling crew.

3. Acceptance

These terms and conditions are considered accepted by the Client once Yacht Chef Jobs Crew Placement receives instructions to provide the Services. Any amendments to these terms will be communicated in advance, and continued use of Yacht Chef Jobs Crew Placement's Services will signify the client's acceptance of the updated terms. Applicant Profiles will not be released to the Client until this signed agreement has been returned to Yacht Chef Jobs Crew Placement and, where the Fixed Fee Option has been selected, the Engagement Fee has been received.

4. Introductions

4.1 Yacht Chef Jobs Crew Placement initiates introductions following a request from the Client and are deemed accepted by the Client upon request for further details or interviews.

4.2 All Introductions and Applicant Profiles are strictly confidential and provided solely for the Client’s internal use in connection with the specific position described. The Client may not share, forward, or disclose any Applicant Profile to any third party, including but not limited to other yachts, captains, owners, management companies, recruitment agencies, or affiliated entities, without the Applicant’s prior written consent, and without notifying Yacht Chef Jobs Crew Placement.

4.3 The Client will be held liable for any costs, expenses, damages, and losses suffered or incurred by Yacht Chef Jobs Crew Placement or the Applicant arising from unauthorised disclosure or misuse of an Applicant Profile.

4.4 If any such disclosure results in the Engagement of the Applicant by a third party, whether directly or indirectly, the Client shall be liable to pay the full Fee to Yacht Chef Jobs Crew Placement as if the Client had hired the Applicant themselves. This obligation applies even if the Introduction is passed through intermediaries or occurs outside the original hiring context.

4.5 Non-Circumvention: If the Client Engages, whether directly or indirectly, any Applicant introduced by Yacht Chef Jobs Crew Placement, in any capacity or position (whether on the Yacht, any other vessel, in a private household, or otherwise), within twelve (12) months of the date of the Introduction, the full Fee shall become immediately due and payable by the Client to Yacht Chef Jobs Crew Placement, calculated in accordance with Section 7. This obligation applies whether or not the

Engagement relates to the original Position Description, applies equally to Engagements made through any third party, intermediary, or affiliated entity, and shall survive the termination of this agreement.

4.6 The Client shall notify Yacht Chef Jobs Crew Placement in writing within seven (7) days of any offer made to, or Engagement of, any Applicant introduced by Yacht Chef Jobs Crew Placement, including the agreed start date and full salary package. If the Client fails to disclose the salary, Yacht Chef Jobs Crew Placement may reasonably estimate it by reference to prevailing market rates for the position concerned and invoice accordingly.

5. Fee Options & Exclusivity

5.1 Fee Options: When instructing Yacht Chef Jobs Crew Placement to commence the Services for a position, the Client shall select one of the following two fee options:

(a) Fixed Fee Option: a fixed total Fee of €2,500 (plus VAT where applicable) for the placement, of which the Engagement Fee of €500 is payable upon instruction and is credited in full against the fixed Fee. The balance of €2,000 becomes payable upon Engagement of an Applicant, in accordance with Section 7.7.

(b) Success Fee Option: no upfront payment. Upon Engagement of an Applicant, the Fee is calculated in accordance with Section 7 (one month of the Applicant's offered salary, plus VAT at the applicable rate).

5.2 The Fixed Fee Option is available for permanent and long-term placements only. Short-Term Engagements (90 days or fewer) are always charged in accordance with Section 7.3, under either option.

5.3 If no Engagement results from a position for which the Engagement Fee was paid, the Engagement Fee shall remain available as a credit against any Fee (or Engagement Fee) payable in respect of any future recruitment instruction placed by the Client with Yacht Chef Jobs Crew Placement within twelve (12) months of the date of payment. The credit is not redeemable for cash and expires at the end of that twelve (12) month period.

5.4 The Engagement Fee is non-refundable once recruitment activities have commenced, including candidate sourcing, shortlisting, or internal review.

5.5 Exclusivity Period: Under both fee options, the Client appoints Yacht Chef Jobs Crew Placement as its exclusive recruitment and placement agency for the position

concerned for a period of seven (7) days (the “Exclusivity Period”), commencing: under the Fixed Fee Option, on the later of receipt of the Engagement Fee and receipt of the Position Description; and under the Success Fee Option, on the later of receipt of this signed agreement and receipt of the Position Description. During the Exclusivity Period, the Client shall not instruct, brief, or accept candidate introductions from any other recruitment agency, nor otherwise actively source candidates, for that position.

5.6 If the Client breaches Section 5.5, any Engagement Fee paid shall be forfeited and shall not be credited against any Fee (whether under Section 5.1 or 5.3), and Yacht Chef Jobs Crew Placement may suspend or terminate the Services for that position. Introductions already made shall remain protected under Sections 4.4 and 4.5.

5.7 Following expiry of the Exclusivity Period, the Client is free to engage other agencies for the position. The selected fee option, the credits under Sections 5.1 and 5.3, and the protections under Sections 4.4 and 4.5, shall remain unaffected.

6. Applicants

6.1 Yacht Chef Jobs Crew Placement commits to vetting each applicant with all reasonable care and skill to ensure they meet the client's specified requirements as outlined in the Position Description. This includes reasonable reputational and professional reference checks, and verification that the Applicant holds the qualifications, certificates (including STCW and medical certificates, where applicable), and documents necessary for the position concerned, in accordance with MLC Standard A1.4.

6.2 The Client will be responsible for satisfying itself as to the suitability of each applicant introduced by Yacht Chef Jobs Crew Placement before any engagement is carried out.

6.3 The Client shall be solely responsible for securing any necessary work permits, visas, flag state endorsements, or other legal authorisations required for the applicant’s engagement, including compliance with applicable immigration and maritime employment regulations. The client shall also bear all costs associated with the applicant’s employment, including, but not limited to, travel expenses to and from the place of work, accommodation (whether crew or guest-standard), onboard meals, medical insurance or repatriation coverage (where applicable), and any relocation costs. Yacht Chef Jobs Crew Placement shall not be liable for any such costs, nor responsible for ensuring the Applicant’s compliance with visa or work permit conditions after placement.

6.4 Yacht Chef Jobs Crew Placement endeavours to ensure reasonable standards of skills, integrity, and reliability by an Applicant. However, Yacht Chef Jobs Crew Placement will not be held liable for any direct or indirect loss, damage, or expenses arising from any act or omission by the applicant introduced by Yacht Chef Jobs Crew Placement, even if such act or omission is negligent, fraudulent, or reveals dishonesty.

6.5 If an Applicant voluntarily leaves their position within sixty (60) days of Engagement by the Client, and provided that the Fee was paid in accordance with Section 7.7, Yacht Chef Jobs Crew Placement undertakes to introduce a replacement applicant at no additional cost to the client. If a replacement applicant is successfully engaged, the sixty (60) day guarantee shall reset from the new date of engagement. This replacement guarantee applies only in cases of voluntary resignation. If the Client chooses to dismiss the Applicant, no replacement or credit shall be due, except where Yacht Chef Jobs Crew Placement, at its sole discretion, determines that the dismissal was justified and agrees to assist further. In the event that the replacement applicant also leaves their position within sixty (60) days, Yacht Chef Jobs Crew Placement may, at its sole discretion, either provide a further replacement or issue a credit note as described in Section 7.6. Yacht Chef Jobs Crew Placement shall not be obligated to provide more than one replacement or credit note per original Engagement. Further support beyond this point is not guaranteed and shall be entirely at the discretion of Yacht Chef Jobs Crew Placement.

6.6 Yacht Chef Jobs Crew Placement does not charge any fees or commissions to applicants.

7. Fee

7.1 Where the Success Fee Option applies, and except as provided for in sections 7.4 and 7.5, the Fee payable equals one month of the Applicant’s offered salary, plus VAT at the applicable rate. Where the Fixed Fee Option applies, the Fee is the fixed amount set out in Section 5.1(a), applied per position filled, and any Engagement Fee already paid for the position shall be deducted from it.

7.2 Under the Success Fee Option, for the recruitment of two or more applicants under one engagement, the Fee payable for the applicant with the highest salary amounts to 100% of their monthly salary. For each additional Applicant, the Fee payable amounts to 75% of their respective monthly salary, discounted.

7.3 For a short-term position (90 days or fewer, inclusive of travel days in accordance with MLC standards), the Fee payable amounts to one-third (33.3%) of the total salary

paid to the Applicant, subject to a minimum fee of €500.

7.4 If the Client wishes to extend the Engagement period or reemploy the applicant at a later date, whether for a definite or indefinite period, the client must notify Yacht Chef Jobs Crew Placement immediately and will be liable to pay the relevant fee to Yacht Chef Jobs Crew Placement.

7.5 In the event of extension of the engagement period or reemployment of the applicant, a fee will be due by the client to Yacht Chef Jobs Crew Placement for each additional engagement extension or reemployment period up to an overall engagement of the applicant for a period of up to ninety (90) days (whether such period is interrupted or not).

7.6 If Yacht Chef Jobs Crew Placement is unable to find a replacement as set out in section 6.5, the Client shall receive a credit note against the Fee paid, calculated as a proportion of the Fee as follows:

- If the Applicant was employed by the Client from one (1) to sixty (60) days, the credit will be calculated on the basis of 10% of the Fee paid for each full week not worked.

- If the Applicant was employed by the Client for more than sixty (60) days, the Fee shall be due in full, and no credit note will be issued.

The credit note can be used against future services provided by Yacht Chef Jobs Crew Placement.

7.7 Payment Terms: The Fee shall be invoiced upon the Applicant's acceptance of the position. Payment is due within fourteen (14) days of the invoice date and, in any event, no later than the Applicant's first day of Engagement. All Fees are exclusive of VAT, which shall be added where applicable. Late payments shall accrue interest and the fixed recovery indemnity provided under French law (Article L441-10 of the Code de commerce), and Yacht Chef Jobs Crew Placement may suspend the provision of the Services, including the replacement guarantee under Section 6.5, until payment is received in full.

7.8 The Fee shall be payable to the following bank account:

- Account Name: Dean Harrison

- IBAN: BE72 9671 8355 8116

- BIC / SWIFT: TRWIBEB1XXX

- Intermediary BIC (for international transfers only): TRWIBEB1XXX

- Bank Domiciliation: Wise, Rue du Trône 100, 3rd floor, Brussels, 1050, Belgium

- Reference to Include: Please include the yacht name or your email address as the payment reference.

7.9 Yacht Chef Jobs Crew Placement will never notify a change of its bank account details by email alone. Before acting on any purported change of account details, the Client must verify the change directly with Yacht Chef Jobs Crew Placement by telephone or another verified channel.

8. Data Protection

8.1 The Client will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of its Personal Data (as defined in the Data Protection Legislation) to Yacht Chef Jobs Crew Placement for the performance of the Services.

8.2 Yacht Chef Jobs Crew Placement acts as an independent data controller in respect of personal data processed in connection with the performance of the Services and shall:

• Process personal data lawfully, fairly, and only to the extent necessary for the performance of the Services, or as otherwise required by the laws of France;

• Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction, or damage.

9. Sanctions

9.1 The Client represents that it is not a Sanctioned Person, controlled by, or acting for the interests or on behalf of a Sanctioned Person.

9.2 The Client shall immediately inform Yacht Chef Jobs Crew Placement if, before or during a new recruitment assignment:

- The Client, its shareholders, or ultimate beneficial owners become a Sanctioned Person; or

- It is brought to the client's knowledge that the yacht, including its owners or users, becomes a Sanctioned Person.

9.3 The Client shall bear all costs, fees, and other liabilities relating to the salaries and possible repatriation of the crew introduced by Yacht Chef Jobs Crew Placement, which may result from sanctions being imposed on the Client or the Yacht.

9.4 The Client shall strictly comply with Sanctions and Export Control Laws, including the prohibition to use the Yacht, provide any services, or transport goods for the benefit of a Sanctioned Person.

10. Equal Opportunities

Yacht Chef Jobs Crew Placement will carry out the Services in compliance with the French laws and regulations relating to non-discrimination, particularly articles L122-45 of the Code du Travail and articles 225-1 to 225-3 of the Code Pénal. Any request from the client violating non-discrimination laws and regulations will lead Yacht Chef Jobs Crew Placement to immediately cancel the services and invoice the client for any fees due.

11. MLC 2006 Compliance

11.1 Yacht Chef Jobs Crew Placement operates as a private seafarer recruitment and placement service in accordance with Regulation 1.4 and Standard A1.4 of the MLC.

11.2 In accordance with MLC Standard A1.4, paragraph 5(b), no fees or other charges for recruitment, placement, or the provision of employment are borne directly or indirectly, in whole or in part, by the Applicant, other than the cost of the Applicant obtaining a national statutory medical certificate, national seafarer's book, and passport or other similar personal travel documents.

11.3 Yacht Chef Jobs Crew Placement maintains an up-to-date register of all seafarers recruited or placed through it, verifies that Applicants are qualified and hold the documents necessary for the position concerned, and makes proper arrangements for Applicants to be informed of their rights and duties under their employment agreement and to have the opportunity to examine that agreement before and after signing and to receive a copy of it.

12. Confidentiality

12.1 Both parties agree to maintain the confidentiality of all proprietary information, communications, documentation, and applicant profiles shared throughout the course of this agreement.

12.2 The Client acknowledges that all applicant profiles, internal notes, candidate feedback, and communications relating to the recruitment process constitute confidential and commercially sensitive information belonging to Yacht Chef Jobs Crew Placement.

12.3 Such information may not be disclosed, duplicated, forwarded, or shared with any third party, including, but not limited to, other yachts, captains, recruiters, management companies, or private employers, without the prior written consent of both the applicant and Yacht Chef Jobs Crew Placement.

12.4 Any unauthorised disclosure or misuse of confidential information, whether or not it results in an Engagement, may result in immediate suspension of services and legal recourse. This clause shall survive the termination of this agreement.

13. Limitation of Liability

Yacht Chef Jobs Crew Placement shall not be liable for any indirect, incidental, special, or consequential damages resulting from the use of its services or the actions of any applicant. In any event, Yacht Chef Jobs Crew Placement's liability shall not exceed the total fee paid by the client under this agreement.

14. Force Majeure

Neither party shall be liable for failure or delay in performing its obligations if such failure or delay is due to events beyond its reasonable control, including but not limited to acts of, war, terrorism, pandemic, governmental regulation, natural disaster, or labour strikes.

15. General

15.1 If any provision of these Terms of Business is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects its original intent.

15.2 These Terms of Business, together with any signed engagement documents and the applicable Position Description, constitute the entire agreement between the

parties in respect of the Services and supersede all prior discussions and understandings. Any variation must be agreed by both parties in writing.

15.3 A failure or delay by Yacht Chef Jobs Crew Placement to enforce any provision of these Terms of Business shall not constitute a waiver of that provision or of the right to enforce it later.

15.4 The Client may not assign or transfer its rights or obligations under these Terms of Business without the prior written consent of Yacht Chef Jobs Crew Placement.

16. Governing Law

These Terms of Business shall be governed by and construed in accordance with the laws of France, and the Client submits to the jurisdiction of the Commercial Court of Nice.

Client Name

_____

Position Title

_____

Contract Type

_____

Yacht Name

_____

Management Company

_____

Date

_____

Signature

_____

Electronic signatures shall be deemed equivalent to original signatures and legally binding under applicable law.

Reference:

(Used for communications, invoicing, and document tracking. Do not modify.)