



Terms and Conditions of Business

1. The Service

1.1 TMC YACHTING – MANUELA COSTANZO ("The Company") is a Monegasque registered company authorized and specialised in the Selection and Placement of professional yacht and ship crew ("Crew") to prospective employers, their representatives and/or agents ("Client"). Our role is that of an introduction agency ("the Service"). We only introduce Crew to the Client and any employment agreement or contract (whether made orally 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 or fax) of the Terms & Conditions contained herein ("Terms"). By entering into business with us the Client is deemed to have accepted these Terms.

1.3 The Company obtains details from applicants concerning their qualifications and experience. The Company endeavours to check all information possible. The Company will use its best endeavours to ensure that the applicant is suitable to the Client's requirements, as may be known to the Company, but the Client has the final decision and responsibility in the choice of the applicant he employs.

1.4 Any information and/or documentation (including, but not limited to, CVs, 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 express written approval.

2. Fee Policy

2.1 The Company's fees for this introduction service are as follows:

(a) **All Permanent Placements** (over 2 months) will be the equivalent of 100% of the average monthly gross salary.

(b) **All Seasonal/Temporary Placements** (daily, weekly, up to 2 months) will be the equivalent of 20% of the total salary proposed during the employment paid. A minimum fee of € 50,00 will be charged.

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 in accordance with the Fee Policy.

2.3 For all Permanent Placements should the applicant leave or be discharged by the Client for a good reasons within a period of 3 months, TMC YACHTING reserves the right to replace the applicant once at no extra cost to the Client.

2.4 In the event that a Permanent Placement Crew member leaves within **thirty (30)** calendar days from the date employment commenced and the placement fee has not been received, we reserve the right to change the status of that placement to a Seasonal/ Temporary Placement and to charge a Seasonal/Temporary Placement fee instead, in accordance with the Fee Policy.

2.5 In the event the Client obtains any information and/or documentation pertaining to the Crew from another source prior to 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.

3. Payment Policy

3.1 Unless credit is already established with the Client, the Client's full credit card details will be required in advance of securing a placement. Payment will only be charged to the credit card if full payment is not received in accordance with this clause 3.

3.2 TMC YACHTING is accepting all Credit Card, including American Express, Visa, Mastercard, Bankamericard.

3.3 Permanent Placements: Payment must be received within thirty (30) calendar days from the date of commencement of employment.

3.4 Seasonal /Temporary Placements: Payment must be received within fourteen (14) calendar days from the date of invoice.

3.5 In the event that a 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 in accordance with the Fee Policy. All placements will be charged for the period(s) employed, in accordance with the Fee Policy.

3.6 All placement fees are subject to VAT charged at 20% unless the Client to whom our invoice is to be addressed can prove their right to VAT Exemption, in which case a "ZERO" rated VAT invoice will be issued.

3.7 If payment is not received by the due date, interest shall become due and payable from the due date until the date of actual payment at an annual rate of 9%.

3.8 Our replacement guarantees do not include refunds.

4. Placement Warranty

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

(a) Permanent Placement Warranty

Should the applicant leave without just cause or be dismissed with just cause within three (3) months, the company reserves the right to replace the applicant once at no extra cost to the Client, only if the invoice has been paid.

(b) Seasonal Placement Warranty

No replacement guarantee.

4.2 The Permanent Place Warranty shall only be valid if the placement fee is paid in accordance with the Payment Policy (clauses 3.3 – 3.4) and provided that we have been notified by the Client in writing (by fax or e-mail) within five (5) working days from the date on which the employment was terminated. Should we not provide a replacement or the client finds replacement by other ways, paid fee (recalculated the difference between the permanent and the seasonal fees) will be kept as credit for any future new placement for a period no longer than twelve (12) months.

4.3 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 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.

5. Jurisdiction

5.1 These terms are subject to Monegasque law and any dispute arising under them shall be submitted to the jurisdiction of the Monegasque Courts.

6. General

6.1 It is the Client's responsibility to inform the Company of the condition of the employment (start date, salary, billing details and VAT status), prior of the Crew member working start.

6.2 The employment of any candidate introduced by the Company must be in accordance with the specified flag state rules of the yacht and the Captain and Owners of the yacht shall have sole responsibility in ensuring the respect of these regulations and all associated obligations.

7. Declaration

Date: _____

Yacht Name: _____

Client Name: _____

POSITION (Owner, Agent or Captain): _____

Owning Company (as shown on the ship Certificate): _____

Registered name and address: _____

VAT Number _____

CERTIFICATE OF INCORPORATION Number _____

SIGNED: _____