



FR.Y&C STANDARD TERMS AND CONDITIONS

1. The Service

1.1 French Riviera Yacht & Crew ("FR.Y&C") is a private placement agency established under French laws and MLC 2006 regulation specialising in the introduction of professional yacht personnel ("Crew" or "Candidates") to prospective employers, their representatives and/or agents ("Recruiter"). FR.Y&C's role is that of a personnel introduction agency ("the Service"). FR.Y&C only introduces Crew/Candidates to the Recruiter.

FR.Y&C provides services for matching offers of and applications for employment of seafarers, without becoming a party to the employment relationships which may arise therefrom. Any employment agreement or contract (whether made orally or in writing) entered into by the Recruiter and any Crew following an introduction by FR.Y&C is and remains the sole responsibility of the Recruiter.

1.2 The provision of the Service is subject to the written acceptance (by email or mail) of the Terms & Conditions contained herein ("Terms"). By entering into business with FR.Y&C the Recruiter is deemed to have accepted these Terms.

1.3 Any information and/or documentation (including, but not limited to, CVs, contact details, qualifications etc.) pertaining to any Crew introduced by FR.Y&C to the Recruiter is private and confidential and is for the sole use of the Recruiter and must not be disclosed to or used by any third parties without FR.Y&C's express written approval. The Recruiter is liable for any breach of this clause made by one of his employees.

2. Duties of FR.Y&C

2.1 The FR.Y&C shall search, interview, select and introduce to the Recruiter competent and qualified seafarers in accordance with the recruitment instructions of the Recruiter.

2.2 The FR.Y&C shall ensure that the Candidates:

- Satisfy the applicable requirements in respect of qualifications and certifications in accordance with the recruitment instructions of the Recruiter.
- Have passed a medical examination with a qualified doctor certifying that they are fit for the duties for which they are engaged and are in possession of a valid medical certificate in accordance with the applicable flag state requirements.
- Have a command of the appropriate language(s) of a sufficient standard to enable them to perform their duties safely.

3. Duties of the Recruiter

3.1 The recruiter will be responsible for the following:

- Prepare the working agreements a copy of which shall be sent to FR.Y&C and the related payrolls.
- Pay the agreed wages in due time.
- Arrange for pension administration and insurance for the Crew, a copy of which shall be sent to FR.Y&C.
- Arrange for transporting the Crew, including for repatriation.

- Train the Crew and supervise their efficiency.
- Maintain good and proper working conditions for the Crew.
- Ensure that the applicable requirements of the law of the flag of the Vessel are satisfied in respect of manning levels, rank, qualification and certification of the Crew and employment regulations including Crew's tax, social insurance, discipline and other requirements.

3.2 The Recruiter undertakes to send by email or mail to FR.Y&C as soon as he enters in business with FR.Y&C:

- The details of the boat on which the Crew is intended to work including its "boat register certificate".
- A copy of the crew insurance certificate.
- The details of the person to be invoiced, including, if a company is to be invoiced, an extract from the appropriate "companies' register".
- The Recruiter's VAT registration number.

4. Fee Policy

4.1 The provision of the Service will be subject to the payment of an appropriate placement fee calculated on the following basis:

- Regarding long term employment (i.e. 30 days and beyond):
 - o 70% of the gross monthly salary of the Crew member position: Steward/ess, Cook, Chef, Deckhand.
 - o 80% of the gross monthly salary of the Crew member position: Captain, Officer, Mate, Engineer.
- Regarding short term employment (i.e. under 30 days): 30% of the accumulated gross salary of the Crew member with a minimum charge of € 200. No warranty on short placement.

4.2 In the event that any Crew introduced by FR.Y&C to the Recruiter are employed or re-employed directly by the Recruiter (with or without FR.Y&C's involvement) within the period of one (1) year from the date of FR.Y&C's initial introduction of the Crew or the end of its employment, the Recruiter will be charged the applicable placement fee in accordance with the Fee Policy.

4.3 In the event the Recruiter obtains any information and/or documentation pertaining to the Crew from another source prior to FR.Y&C's initial introduction, the Recruiter must inform FR.Y&C immediately. FR.Y&C reserves the right to claim the introduction and any applicable placement fee should the Recruiter decide to use the information and/or documentation provided by FR.Y&C in favour of that provided by the other source.

4.4 Any special request from the Recruiter will be charged separately on an hourly basis. The applicable hourly rate will range from 100 € to 180 € per hour.

4.5 Any urgent placement request from the Recruiter that would lead FR.Y&C to work outside of the normal working hours



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(weekend, after 18:00 pm during the week,...) will be subject to a 20% fee increase.

- 4.6 FR.Y&C's fees are subject to a 5% disbursement charge to cover secretarial expenses, international phone calls, etc...
- 4.7 These fees do not include any third party professional fees which are engaged with Recruiter's prior approval.

5. Payment Policy

- 5.1 FR.Y&C's fees are payable within fifteen (15) calendar days from the date of invoice.
- 5.2 A 10% penalty rate will be applicable in case of late payment.
- 5.3 In the event that a short term 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.
- 5.4 VAT is not applicable to FR.Y&C's fees as per art. 293 B of the French Tax Code. FR.Y&C's invoices are therefore net of VAT in application of a special French tax regime.
- 5.5 In case of refunds, such refunds will be returned within thirty (30) calendar days from the termination of the placement.
- 5.6 In case the Recruiter decides to cancel a placement mission after he ordered it and before the recruitment, any time spent or expense incurred by FR.Y&C shall be subject to a consideration calculated on an hourly basis as per clause 4.4. This consideration will be immediately invoiced and payable.

6. Placement Warranty

- 6.1 Subject to strict compliance by the Recruiter with the provisions of clause 6.2,
 - Regarding long term employment (i.e. over 30 days):
 Should the placement leave without just cause or be dismissed with just cause within 30 days from the date of the signature of placement's employment agreement, FR.Y&C will undertake to introduce other Candidates within a reasonable period without any extra cost.

 The duration of the period of warranty can be extended at the Recruiter's choice. In consideration, an increased fee will be charged at the following rates:
 - o 20% of the gross monthly salary of the Crew member per month during the two first months;
 - o 10% of the gross monthly salary of the Crew member per month for the two (2) following months.
 - Regarding short term employment (i.e. under 30 days):
 No temporary placement warranty is given. Fees are calculated on a time on-board basis.
- 6.2 The Warranty shall only be valid if the placement fee is paid in accordance with the Payment Policy (article 5) and provided that FR.Y&C has been notified by the Recruiter in writing (by e-mail or mail) within five (5) working days from the date on which the employment was terminated. Should FR.Y&C not provide a replacement or the Recruiter find replacement by other ways, paid fee will be kept as credit for any future new placement for a period no longer than twelve (12) months.
- 6.3 The Warranty may be invalidated at FR.Y&C's discretion in the event of the following:

- Change of ownership of the yacht on which the Crew is / are employed,
- Any major change in schedule from that planned at the time of the employment of the Crew,
- Change of Captain or of the management company of the yacht on which the Crew is / are employed,
- Failure by the Client to maintain a safe working environment for the Crew, or
- Any other occurrence materially affecting the conditions of employment of the Crew, including a material change in the Recruiter's requirements (job description, required qualifications and the like).

7. Liability

- 7.1 All liability, whether in contract, tort or otherwise, for any loss, damage, cost or expense, is hereby excluded to the fullest extent permitted by French law.

8. Jurisdiction

- 8.1 Any dispute arising out of or in connection with these Terms shall be submitted to the jurisdiction of the French Courts and to their proceedings and laws.
- 8.2 FR.Y&C and the Recruiter 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 8.1, and hereby waive any objection to Proceedings in such courts.
- 8.3 The foregoing notwithstanding, FR.Y&C may bring or commence proceedings in rem to obtain security, seizure, arrest or any other similar remedy against any property belonging to the Recruiter in any other state or jurisdiction.

9. General

- 9.1 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.
- 9.2 Words denoting the singular include the plural and vice versa, and words denoting the masculine include the feminine and neuter and vice versa.
- 9.3 Failure by FR.Y&C to enforce any right does not result in waiver of such right.
- 9.4 Nothing in these Terms shall confer or purport to confer any right or benefit on any third party.
- 9.5 FR.Y&C reserves the right to amend these Terms from time to time.



Yacht Name : _____

Ship's owner address : _____

Captain's name : _____

Position : _____

Warranty : _____

Date : _____

Signature of the Client [Preceded by words « Read and approved »] :

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Fee policy summary:

Crew member (s)	Base fee	Warranty				
		2 months	3 months	4 months	5 months	6 months
Steward/ess, Cook, Chef, Deckhand	70%	Free	20%	20%	10%	10%
Total fee	70%	70%	90%	110%	120%	130%
Captain, Officer, Mate, Engineer	80%	Free	20%	20%	10%	10%
Total fee	80%	80%	100%	120%	130%	140%