

Terms & Conditions – Crew Placement

Issued January 2018

The use of crew placement services offered by Luxury Yacht Group LLC are governed by the terms and conditions set forth below.

These terms and conditions are specific to our Crew Placement services and supplement the “[Terms of Use](#)” and “[Privacy Policy](#)” that are common to all services provided by the Company.

1. Definitions

- 1.1 Company: Luxury Yacht Group LLC, a Florida registered company.
- 1.2 Crew: Any person or company submitting their information on the website, making verbal presentation to Company personnel, or otherwise indicating their desire to find employment through the Company.
- 1.3 Registration: The process undertaken by crew seeking work to submit their details to the company.
- 1.4 Employer: Any person or corporation requesting crew from the Company, the Employer can be the owner of the yacht, the captain or any crew member or agent acting on behalf of the owner. Luxury Yacht Group LLC does not employ Crew.
- 1.5 Website: The Company website www.luxyachts.com.
- 1.6 Job order: A request to find crew received by Company personnel.
- 1.7 Submitted or Submittal: The forwarding of or presentation of candidates from the Company to the Employer by any means.
- 1.8 Permanent: Any position which does not have a fixed end date or intended employment of greater than 90 days.
- 1.9 Temporary: Any position which has a fixed end date of employment less than 90 days.
- 1.10 Validity: These terms and conditions are valid until amended by the company and can be amended at any time.
- 1.11 Crew Coordinator: Company staff who match crew to specific job criteria.

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2. Fees

- 2.1 A fee will be payable to the Company whenever Crew Submitted to an Employer is hired within 36 months for captain candidates and 12 months from the date of Submission for all other candidates.
- 2.2 All fees are due payable at the company's office at 1362 SE 17th St, Ft Lauderdale, FL, 33316 USA.
- 2.3 There are no fees for crew to register and seek employment through the Company.
- 2.4 For Employers –
1. Permanent placement fee is equal to 100% of the first month's wages.
 - a. Good client discounts are available for multiple placements within the same 12 month period.
 - i. 1st placement – full fee
 - ii. 2nd placement – 10% discount
 - iii. 3rd placement – 20% discount
 - iv. 4th placement or more – 30% discount
 - b. To receive the “good client” discount the invoice must be paid within 14 days of the crew members arrival on board.
 2. Temporary placement fees are 25% of crew member earnings.
 - a. There are no quantity discounts available for temporary placements.
 - b. Temporary placement fees are payable upon receipt of the invoice.
- 2.5 Permanent Crew placement fees are payable within 14 days of the crew member's start date. . Failure to pay invoices by the due date will result in the loss of “Good Client” discounts and/or warranty. We offer no free trial period on permanent placements.
The invoice date will be the Crew's start date.
Temporary placement fees will be billed upon crew member departure or monthly whichever comes soonest.
- 2.6 All fees paid are non-refundable.
- 2.7 Known Crew –
1. Should a crew member be submitted by the Company and be previously known to the Employer, through introduction by another paid placement service, it is the burden of the employer to notify the company within 24 hours of receipt of the candidate's information. If notification is not received within 24 hours then it shall be viewed as a valid introduction and fees payable regardless of if another invoice is deemed payable by the second agency.

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2. The grace period above does not apply to crew whose resumes are requested by the employer directly from our website www.luxyachts.com. By requesting their resume you are warranting that you have not seen this crew member before and a fee will be payable should they be hired by you. (Utilizing this method provides a photograph of the candidate prior to requesting a resume.)
3. Should the employer also be searching for crew online using web searches or listing services it is the burden of the employer to disclose the names of any crew member already under consideration. Any crew member submitted by the Company and hired, who has not previously been declared by the Employer will be viewed as a valid introduction and fees payable. This clause is to avoid an Employer using our service to validate the quality of a crew member whose resume is online and avoid paying a fee.
4. In situations where the candidate is known of to the Employer but the Employer did not have the correct contact information a full placement fee is payable.

3. Service Credits for Crew Placement

- 3.1 There are no credits available for temporary crew placements.
- 3.2 Permanent Crew Placement Service Credits
 1. If the crew member hired leaves prior to 90 days without cause or is terminated with cause a full credit will be made to the employer's accounts for use against any future placement up to 365 days from the date of invoice.
 2. If the crew member hired within 91 and 180 days leaves without cause or is terminated with cause a 50% credit will be made to the employers account for use against any future placement up to 365 days from the date of invoice.
- 3.3 Service Credit Limitations
There is only one credit per placement.
- 3.4 The service credit is inapplicable in any of the following cases –
 1. Change in ownership of the vessel
 2. Change in captain or more than 50% of the crew
 3. Major change in schedule from that planned at the time of hire
 4. Failure by employer to maintain a safe working environment
 5. Failure by employer to maintain a drug free workplace
 6. Failure to pay within 14 days of invoicing
 7. Failure to notify the company's crew coordinator within 48 hours of crew member departure.
 8. When the employer is otherwise in default of this agreement

4. Rights to Information – Employers

You, the employer, agree to hold as confidential the identity of the candidates submitted by the company and further agree not to pass on or otherwise distribute resumes or contact information for applicants received from the company to any other person, or corporation other than for the purposes of reference verification and employment suitability verification. Any violation of this cause is a breach of the agreement. In the event of a breach of this clause the company will be entitled to charge you the equivalent permanent placement fee had they been employed by you for each candidate forwarded to a third party.

For fleet managers, additional yachts in your fleet would count as a “third party” and a fee would be payable should you submit the resume to another vessel in your fleet.

You warrant to indemnify and hold harmless the Company for any breach of data protection regulations caused by your failure to secure private information provided during this transaction with the Company and further warrant to return or destroy all resumes forwarded to you from the Company upon request.

5. Accuracy of Information – Crew

As a crew member seeking employment you are providing the Company with information and warranting such information as an accurate and true representation of your experience, certification and job skills.

You further agree that this information may be distributed by the Company to former Employers, prospective Employers and other parties without your knowledge for the purposes of finding you employment, verifying your experience, verifying your certifications or any other purpose deemed appropriate by the Company. You agree to indemnify and hold harmless the company from any damages caused through any misrepresentation or error made by you.

You must only provide the Company with information that you know to be true and accurate and entering erroneous information may have career and financial implications to you.

6. Website access

The company makes information available to crewmembers and employers where they can browse available jobs and crew through the internet. You acknowledge that you do not acquire any rights to reuse the content, layout and data in any manner. Use of the website and its data is governed by these terms and conditions. The data presented by the company is protected under international copyright laws.

7. Data accuracy

The company makes all reasonable efforts to ensure that the information presented to Employers is accurate prior to forwarding information to an employer; however, due to the fact that the data is being entered by individual crew members from various locations, it is agreed that no guarantee as to the accuracy of information presented is expressed or implied.

9. Non-Solicitation

It is agreed that the company will in no way induce or encourage crew members who are actively employed to seek other employment. Only crew members who have activated their registration without our influence will be considered for employment through our service.

10. Team placements

Many yacht crew work as a team with their partner. The company reserves the right to charge a second placement fee for the partner when the crew coordinator makes the employer aware of the team status during the initial introduction.

11. Hiring authority

The company assumes no authority to hire crew on your behalf. Our recommendation does not constitute a warranty that the crew member is a perfect match for your program and the liability for the costs associated with interviewing, hiring and whenever necessary, repatriating crew members rests solely with the employer. Luxury Yacht Group highly insists that all employers conduct detailed interviews and verifies all licensing and reference information before extending an offer of employment to any candidate.

12. Acceptance

These terms and conditions shall be deemed accepted by employers who place a job order with the company or by crew members who register on the website. The company reserves the right to change these terms and conditions from time to time and will post the changes on the website and make them available for clients to review upon request.

13. Jurisdiction – Choice of Law

1. Choice of Law – The laws of the State of Florida or the general maritime law of the United States shall govern any dispute arising out of this agreement.
2. Forum Selection – All disputes and suits arising out of this agreement shall be submitted to a court of competent jurisdiction in Broward County, FL, without prejudice to the company's rights under the general maritime law to pursue a maritime lien in rem against a responsible vessel, outside Broward County Florida.
3. Consent to Jurisdiction – The contracting parties hereto agree that the forum selection clause and choice of law provisions also constitute a waiver of any argument or defense based on lack of personal jurisdiction.