



Tahiti Crew Terms and Conditions

Tahiti Crew is a Professional Placement Agency which provides experienced and qualified crew from Tahiti and all over the world for the Luxury Super Yachts.

We ask that you accept our Terms and Conditions before the process starts, not to inconvenience you, rather to make sure that there are no surprises and so that you end up a satisfied client.

1) The profile

Tahiti Crew opened in March 2012, and it's primarily objective is to provide crew based in Tahiti to the SuperYachts. Locally, Tahiti Crew can provide the client with stewardesses, deckhands and crew chef. Tahiti Crew also has an International database and contacts for other ranks of crew that sometimes are already in Tahiti, finishing their contract from other yachts. Before bringing someone from overseas, make an enquiry with us as the perfect candidate for your boat might already be here in Tahiti.

Tahiti Crew's goal is to give you a cheaper solution (cutting the flight and other relevant expenses), and most importantly to give the client the possibility to have a face to face interview with the candidates.

2) The Service

1.1 -Placement following a request from the Client, Tahiti Crew will pass the resumes and other relevant details of any available persons who are known to Tahiti Crew and that Tahiti Crew believe may be suitable to meet the requirements of the Client.

1.2 -All information given to Tahiti Crew is confidential at all times, unless otherwise stated.

1.3 -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 remains the sole responsibility of the Client.

3) Fees

The Client agrees to pay a Fee to Tahiti Crew for the placement of a Crew Member in accordance with the following schedule:

Permanent Crew Member

Fee : 75% of the monthly Salary.

Applicable: For those employed for more than 90 days

**Guarantee*

If payment for the invoice is received within 14 days of the candidate boarding the yacht, Tahiti Crew will endeavor to replace the candidate up to twice during the first 90 days aboard.

Seasonal Crew Member Placement

➤ Fee : 50% of the monthly Salary.

Applicable : For those employed from 30 to 90 days

**Guarantee*

If payment for the invoice is received within 14 days of the candidate boarding the yacht, Tahiti Crew will endeavor to replace the candidate up to once during the first 60 days aboard.

Temporary Crew Member Placement

➤ Fee : 25% of the monthly Salary.

Applicable : For those employed from 1 to 30 days

**Guarantee*

No temporary placement warranty is given. Fees are calculated on a time onboard basis



4 - Condition of placement

- . 4.1 Tahiti Crew and the Client agree that its Fee is payable if a person is employed by the Client or any connected party directly or indirectly through Tahiti Crew's introduction.
- . 4.2 Should a Crew Member who has been initially introduced and presented to the Client by Tahiti Crew be engaged by the Client in employment within a period of one year of the date of that introduction, either as a Temporary Crew Member or Permanent Crew Member, the Client agrees to pay the Fee to Tahiti Crew for the service provided each time the Crew Member is hired.
- . 4.3 Tahiti Crew will issue an invoice to the Client for the Fee and the Client agrees to pay TC by the due date indicated on the invoice.
- . 4.4 Tahiti Crew shall be entitled to charge interest at the rate of 1.5% per month on any Fee or part thereof that remains unpaid after the due date indicated on the invoice.
- 4.5 If a Temporary Crew Member's employment is extended by the Client to 31 days or more, then the Seasonal Position Fee shall become due and Tahiti Crew agrees to credit the Temporary Placement Fee paid by the Client for that Crew Member toward the Seasonal Placement Fee.
- 4.6 If a Seasonal Crew Member's employment is extended by the Client to 91 days or more, then the Permanent Position Fee shall become due and Tahiti Crew agrees to credit the Seasonal Placement Fee paid by the Client for that Crew Member toward the Permanent Placement Fee.
- 4.7 If a Crew Member who has been introduced to a Client is referred to or their resume / curriculum vitae is provided to another vessel looking for crew and is subsequently employed by them within a period of one year of that introduction the Fee will be payable by the Client to Tahiti Crew.

5- Replacement Policy

- . 5.1 Provided Tahiti Crew's invoice has been paid by the due date, if a Permanent Crew Member voluntarily leaves the Client's employ without just cause or is dismissed for just cause within 90 days of the start of their employment, Tahiti Crew will make reasonable endeavours to replace, on two occasion only, that Permanent Crew Member, without any Fee payable by the client.
- . 5.2 It is the Client's responsibility to inform Tahiti Crew of the date and cause for termination of the Permanent Crew Member and notification must be made to Tahiti Crew within 48 hours of termination, and the replacement made within 12 months of the termination date, to be eligible for a credit toward the Fee for the placement of any Crew Member as set out in Clause 5.1 above
- . 5.3 If Tahiti Crew is unsuccessful in replacing the Permanent Crew Member, they agree to credit 100% of the Fee paid by the Client for the placement of the leaving Permanent Crew Member towards the Fee for a future Permanent or Temporary Crew Member.
- . 5.4 The replacement policy will not apply if the Permanent Crew Member leaves or is dismissed as result of :
 - . a a change in captain
 - . b a change in the beneficial ownership of the yacht
 - . c a change in the job responsibilities of the Permanent Crew Member
 - . d a decrease in salary of the Permanent Crew Member
 - . e a major change in schedule from that given at the time of hiring of the Permanent Crew Member.
- . 5.5 Please note that if Tahiti Crew cannot find any candidate locally, the client is prepared to cover the expenses of the candidate coming from overseas

6 – Payment

6.1 The due date of the payment will be mentioned on the invoice. Beyond this date, Tahiti Crew shall be entitled to charge interest at the rate of 1.5% per day on any Fee or part there of that remains unpaid after the due date indicated on the invoice.

6.2 The payment can be made by cash, money transfer, or to make it easier, directly through your local marine agent.

7- Other terms



7.1 If Tahiti Crew cannot provide a candidate locally, the owner or Captain of the yacht is

responsible for all travel and incidental expenses in getting the candidate to and from the yacht.

7.2 Tahiti Crew bears no responsibility for travel or repatriation costs to and from interviews or employment engagements. All travel arrangements are the sole responsibility of the Client or Crew Member as agreed between them.

8 - Liability

8.1 Tahiti Crew screens candidates, checks resumes, interviews candidates, checks references and confirms availability, as part of our service, but cannot be responsible for the actions of candidates after hiring. Our replacement guarantees do not include refunds.

8.2 Tahiti Crew or any representatives shall not be liable under any circumstances for any direct or indirect loss, expense, damage, costs or compensation which may be suffered or incurred by the Client arising from or in any way connected with the Client's employment of a Crew Member or the Crew Member's actions or omissions during their employment.

8.3 The Client understands that Crew Members hired by the Client are hired at will as employees of the Client and that Tahiti Crew cannot be held responsible for the actions of the Crew Member in any circumstance. It is also understood that the Crew Members are under no contract with Tahiti Crew, and that all taxes and employment eligibility requirements are the exclusive responsibility of the Client.

8.3 The Client agrees to take out and maintain in full force and effect for the duration of this Agreement all appropriate insurance relating to a Crew Member .

We are committed to a long-term relationship with our clients and welcome all feedback regarding our services, Terms and Conditions, and candidates. If you have any comments or

questions, you are always encouraged to contact your Crewing Consultant directly Tehani on tahiticrew@mail.com

I have read and understand Tahiti Crew's Terms of Engagement. Should I hire any of the candidates presented to me by Tahiti Crew, I agree to pay the specified amount.

Signed:_____ Date _____ Please print
name:_____ On behalf of: _____
Vessel:_____

This document should be signed and returned to Tahiti Crew prior to receipt of introduction of crew.