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📍 **Ahoy International S.L.**
Calle Soledad 4 bajos,
07001 Palma de Mallorca, Spain
☎ **+34 655 92 77 83**
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TERMS AND CONDITIONS OF BUSINESS

Ahoy International S.L

for Personnel Introduction Services

(v20DEC2023SATK)

Article 1 – The Service

- 1.1. Ahoy International S.L. (hereinafter referred to as “AI”) is a limited company registered at Chamber of Commerce of Palma de Mallorca having its legal address at Calle Soledad 4 bajos, 07001 Palma de Mallorca, Spain.
- 1.2. AI is specializing in provision of personnel introductory service (hereinafter referred to as “the Service”), namely the introduction of professional yacht personnel (hereinafter referred to as “Crew”) to prospective employers, their representatives, such as, but not limited to, captains of the vessels, and/or agents (hereinafter referred to as “Client” or “Clients”) with the purpose of permanent, seasonal or temporary employment of the Crew directly by the Client.
- 1.3. AI and the Client are hereinafter referred to as the “Party” or “Parties”.
- 1.4. The present Terms & Conditions in addition to any further written agreement between the parties constitute the contract between AI and the Client for the provision of the Service (hereinafter referred to as the “Contract”).
- 1.5. For the avoidance of doubt the present Terms shall apply, whether or not the Crew is placed for the same type of work as that for which the service was originally requested.
- 1.6. Although AI, as part of the Service, makes every effort to interview the Crew and diligently verify their details, references and qualifications, the Client shall be solely responsible for ascertaining the suitability of the Crew before employment.
- 1.7. AI endeavors to make its best efforts to give satisfaction to the Client by ensuring reasonable standards of skills, integrity, and reliability of the Crew, however AI will not be held liable for any direct, indirect loss, damage or expenses arising from any act or omission by the Crew introduced by AI even if such act or omission is negligent, fraudulent or reveals dishonesty.
- 1.8. The Client shall be responsible for obtaining work permits, visas and/or other authorizations required for the Engagement of the Crew. AI may assist with this, but additional charges will apply.
- 1.9. If the Client discloses the Crew details to a third party such action shall be deemed to be a third-party introduction (hereinafter referred to as the “Third Party Introduction”). Should such a Third Party Introduction result in employment of the Crew within 12 (twelve) months of AI’s introduction of the Crew to the Client, the Client shall be liable to pay the Placement Fee under Article 2 of the present Terms. Neither the Client nor the third party shall be entitled to any refund of the Placement fee under Article 4 of the present Terms under any circumstances.
- 1.10. AI assumes no liability for the costs associated with interviewing, hiring and, whenever necessary, repatriating of the Crew. Any costs related to crew members and their employment contracts shall be the responsibility of the Client.
- 1.11. Deviations from these Terms and Conditions are only valid when these explicitly have been agreed in writing by separate Agreement / Letter of Engagement.

Article 2 – The Fee Policy

- 2.1. Fees are non-refundable.
- 2.2. There is no fee charged for placing a crew search order with AI. A fee is only incurred if and when a Crew is employed by the Client.



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- 2.3. AI does not charge any fees or other costs to the Crew.
- 2.4. The provision of the Service will be subject to the Client's obligation of payment of an applicable placement fee (hereinafter referred to as 'the Fee') calculated on the following basis:
 - 2.4.1. Full-time Placements, being Crew employment(s) for a period exceeding 180 days (hereinafter referred to as the "Full-time Placement(s)"), shall be subject to the Fee equal to 100% of one month's gross salary of introduced and employed Crew;
 - 2.4.2. Seasonal Placements, being Crew employment(s) for a period from 91 days up to 180 days (hereinafter referred to as the "Seasonal Placement(s)"), shall be subject to the Fee equal to 70% of one month's gross salary of introduced and employed Crew;
 - 2.4.3. Temporary Placements, being Crew employment(s) on a daily, weekly or monthly basis for a period up to 90 days (hereinafter referred to as "Temporary Placement(s)"), shall be subject to the Fee equal to 20% of the accumulated salary earned for the period(s) employed subject to a minimum charge of 200 Euro per Employment period.
 - 2.4.4. In case of a rotation being on offer for a Crew, the Fee will be for the amount earned whilst working onboard and not assessed as divided per month over the course of a year.
- 2.5. Full-time and Seasonal Placement Fees are payable within 30 days from the date of employment or date of Company's invoice, whichever is sooner: this must include any incurred bank charges. Temporary placement fees are invoiced on the last day of employment and are payable within 30 days.
- 2.6. If the client wishes to extend the Engagement period or reemploy the Crew at a later date, whether for a definite or indefinite period, the Client must notify AI immediately and shall be liable to pay the Fee applicable to the overall period of the placement.
- 2.7. In the event of any Crew introduced by AI to the Client is employed or re-employed directly by the Client, be it with or without the involvement of AI, within the period of 1 (one) 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.
- 2.8. Upon receipt of the present Terms and from then onwards, the Client must declare any candidates already introduced via other sources. The Client agrees that at the point of receiving CVs, references and requesting contact with the Crew, any resulting placement shall be billable by AI. It is the responsibility of the Client to advise AI of duplicate CVs received from alternate sources, as well as names of candidates already in correspondence with regarding the position, within 24 hours of receipt of Crew profile from AI to be exempt from obligation to pay a Fee to AI.
- 2.9. It is the responsibility of the Client to notify AI within 24 hours should a candidate introduced by AI be subsequently hired.
- 2.10. Certain candidates choose to work as a team with their partner. Where more than one position is being recruited for, AI reserves the right to charge a second placement fee should the partner of the successful candidate be recruited as well, given that AI has made the Client aware of the partnership at the beginning of the recruitment process.
- 2.11. The fee shall be payable in AI nominated account stated below:
Ahoy International S.L.
IBAN: ES43 2100 0972 9002 0067 8205
BIC/SWIFT: CAIXESBBXXX (La Caixa)

Article 3 – Placement Warranty

- 3.1. There is no warranty/replacement period applicable to temporary placements.
- 3.2. Full-time Placement Warranty.
Should the Crew leave without just cause or be dismissed with just cause within the first 90 days of Full-Time Placement, a 90-day warranty period shall apply, where AI will endeavor to offer a one-time replacement candidate at no Fee to the Client provided Articles 3.5 and 3.6. respectively apply in full.
- 3.3. Seasonal Placement Warranty.



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Should the Crew leave without just cause or be dismissed with just cause within the first 1/3 period of the Seasonal, Placement, a warranty period of same length shall apply, where AI will endeavor to offer a one-time replacement candidate at no Fee to the Client provided Articles 3.5 and 3.6. respectively apply in full.

- 3.4. The Warranty shall only be valid if the Placement fee was paid in accordance with the payment policy as stated in Article 2 of the present Terms and provided that AI has been notified by the Client in writing (email) within 5 working days from the date on which the employment was terminated. The notification should state the reason for termination.
- 3.5. The Warranty may be invalidated at sole discretion of AI 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 of the yacht from that planned at the time of employment of the Crew;
 - c) change of Captain or of the management company resulting in the termination of the employment of any Crew introduced by AI;
 - d) failure by the Client to maintain a safe working environment for the Crew, or
 - e) any other occurrence materially affecting the conditions of the employment of the Crew, including a material change in the Clients requirements (job description, required qualifications and the like) without prior written notice to AI

Article 4 – Confidentiality and Data Protection

- 4.1. During the duration of the Agreement / Letter of Engagement it may from time to time be necessary for each Party to disclose to the other certain information. To the extent that such information is not already in the public domain, it shall be deemed to be Confidential Information and shall be held by the other Party in strict confidence and be disclosed to any third party only as far as is required for the provision of the agreed services.
- 4.2. In addition to the other obligations set out in this paragraph, AI will comply with the Spanish Law 3/2018 of 5 December on the Protection of Personal Data and the guarantee of digital rights (Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos personales y Garantía de los Derechos Digitales) and the EUROPEAN REGULATION (EU) 2016/679 FROM THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and free movement of this data and by which it is repealed the Directive 95/46/EC. However, due to the type of contractual relationship established between the Parties, personal data of special categories (medium and high security) will not be processed (i.e. personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic data or biometric data).
- 4.3. AI may keep Confidential Information including personal data in hardcopies in its offices and / or in a computerized filing system and take reasonable measures to protect them from unauthorized access and theft.
- 4.4. AI will communicate Confidential Information including personal data on a need-to-know basis and as required for the provision of the contracted service. Confidential Information including personal data may also be communicated to legal advisors, auditors, government authorities or courts in accordance with legal requirements or, if necessary, for the assertion of claims.
- 4.5. The obligations of this clause will continue after completion of the Agreed Services and/or termination of the present Contract for three (3) years but will cease to apply to any specific item of information which at any time becomes public knowledge other than in consequence of either party's breach.
- 4.6. Confidential Information including personal information may be kept on file after the termination of the present Contract at least until the time limits applicable to AI's legal, professional liability, accounting, and tax obligations and those deriving from data protection regulations. However, at any time, any person who's data is kept on file by AI has the right to access, rectify, delete, or limit the use of Confidential Information including personal data, which it may exercise against AI by means of a written request to AI's postal or electronic address indicated below.
- 4.7. For the avoidance of doubt, AI shall not to be held responsible for the non-compliance of other parties regarding protection of Confidential information.



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Article 5 – Termination

- 5.1 Either party may terminate the Contract giving the other party four weeks written notice. The Client shall pay AI the outstanding placement Fees due until the date of termination and there shall be no mutual obligations or liabilities after the termination except for the obligations set out in Article 4 (Confidentiality) of these Terms and Conditions.
- 5.2 Where a party considers the other party to be in breach of its obligations under the Contract, written notice should be sent to the defaulting party requesting that such default is rectified (if capable of being rectified) within a reasonable time of receipt by the defaulting party of such notice. If the defaulting party fails to rectify such default within the reasonable time period specified in the written notice referred to above, the party sending such notice may be entitled by written notice of termination to terminate the Contract provided that such default concerns the breach of a material term of the Contract.

Article 6 – Company's Staff

- 6.2. The agreed Services will be performed by one or more employees or associates of AI. This will in no case imply a direct nor a joint liability of the employees or associates of AI, which is expressly excluded.

Article 7 - Limited Liability

- 7.1. AI shall be liable only and exclusively for the services rendered and not for any information provided by any third parties such Crew or Clients .
- 7.2. The total liability of AI (including any damages, subsequent and consequential damages) shall be limited to the Fee effectively received from the Client for the Service under the present Contract.
- 7.3. All liability, whether in contract, tort or otherwise, for any loss, damage, cost or expense, is hereby excluded to the fullest extent permitted by law.
- 7.4. By agreeing to these Terms and Conditions. the client agrees to take full responsibility and ensure they have Protection and Indemnity cover to protect seafarers from being stranded in a foreign port.

Article 8 – Force majeure

8.1 Neither Party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent that the Party invoking force majeure is prevented or hindered from performing any or all of their obligations under this Agreement, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions:

- Acts of God;
- Any Government requisition, control, intervention, requirement, or interference;
- Any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;
- Riots, civil commotion, blockades, or embargoes;
- Epidemics;
- Earthquakes, landslides, floods or other extraordinary weather conditions;
- Strikes, lockouts or other industrial action, unless limited to the employees of the Party seeking to invoke force majeure;
- Fire, accident, explosion except where caused by negligence of the Party seeking to invoke force majeure; and
- Any other similar cause beyond the reasonable control of either Party.



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8.2 In the event of a force majeure circumstance occurring, the party wishing to rely upon force majeure shall send to another party a prompt written notice of such force majeure as soon as possible after its commencement and the end of such force majeure.

Article 9 – Severability

9.1. If any provision of the Contract is or becomes or is held by any arbitrator or other competent body to be illegal, invalid or unenforceable in any respect under any law or jurisdiction, the provision shall be deemed to be amended to the extent necessary to avoid such illegality, invalidity or unenforceability, or, if such amendment is not possible, the provision shall be deemed to be deleted from the Contract to the extent of such illegality, invalidity or unenforceability, and the remaining provisions shall continue in full force and effect and shall not in any way be affected or impaired thereby.

Article 10 – Law and Jurisdiction

- 10.1. These Terms and Conditions are governed by and construed in accordance with Spanish law.
10.2. For all and any disputes the parties submit themselves to the Courts and Tribunals of Palma de Mallorca, Spain.

Article 11 – Notices

- 11.1. All notices and communications under these Terms and Conditions must be in writing and English language, and addressed to the parties at the addresses and emails indicated in the present Terms under Article xx

Last revision December 20, 2023

Being a legal signatory of the Client I confirm that I agree to these Terms and Conditions and to the Placement Fees outlined in Article 2.

Client's Signatory Name:

Title:

Yacht name:

Yacht IMO number:

Date:

Signature

