Terms and Conditions for the Placement of Qualified Seafarer Candidates by Venture Yacht Crew – Client Terms and Conditions

1. Definitions

Venture Yacht Crew: Referred to as "we," "us," or "our."

Client: Any individual, company, or vessel that employs or seeks to employ a candidate through Venture Yacht Crew.

2. Services Provided by Venture Yacht Crew

Upon receiving a request from the Client, Venture Yacht Crew agrees to provide professional candidates in the yachting or household staffing fields. Our services are offered on an as-needed, day-to-day basis, with the Client solely responsible for determining their specific requirements and the duration of services. The Client will specify the candidate classification, applicable rates, and service duration when requesting assistance.

If at any point during the warranty period, the Client is dissatisfied with the performance of any candidate provided, they may notify us in writing or call. If requested we will provide a replacement who meets the required qualifications.

3. Privacy Statement

In accordance with applicable data protection laws, we inform you that any personal data provided will be processed in compliance with current legislation. Data may be disclosed to relevant public authorities or entities if necessary for service provision. Failure to provide this data may result in an inability to fulfil contractual services. Venture Yacht Crew ensures that all data will be processed lawfully, transparently, and accurately, and will take reasonable measures to delete or rectify inaccurate information.

Clients have the right to access, rectify, limit, delete, or oppose data processing by contacting us via postal address or email. We are committed to protecting your privacy, and only authorized employees will have access to client data.

4. Confidentiality Agreement

All information received from the Client shall be treated as strictly confidential. Venture Yacht Crew agrees not to disclose or use this information except for the benefit of the Client, the purpose of hiring a suitable candidate, and only with the Client's written consent.

5. Provision of Documents Required by MLC

To comply with MLC 2016 requirements (A1.4 para5(c)(iv)), the Client must provide a copy of the vessel’s registration document and crew insurance policy before any candidates are introduced. We will verify each candidate's identity, qualifications, and experience to ensure they meet the role's requirements. Additionally, candidates must be provided with their Seafarer's Employment Agreement (SEA) for review before and after signing, with a copy forwarded to Venture Yacht Crew.

6. Payment and Fees

Payment Terms: Payment is due within 30 days of the candidate's start date. Failure to meet payment terms will void any applicable warranties.

All Fee’s include a criminal record check and certificate verification by CrewPass if one has not been carried out in the previous 2 years.

Permanent Crew: 70% of one month’s salary (as per the seafarer’s SEA), with a replacement warranty valid for 60 days.

Example: A Deck Officer hired at €5,500 per month incurs a recruitment fee of €4,125

Seasonal Crew: 65% of one month’s salary for contracts under six months unless otherwise agreed in writing, with a replacement warranty valid for 60 days.

Example: A Chief Officer hired at €5,500 per month for a seasonal position incurs a recruitment fee of €3,575

Temporary Crew: 25% of total salary for periods under one month based on a daily rate, with a minimum fee of €200. If the candidate transitions to a permanent or seasonal position, fees will be adjusted accordingly, deducting any temporary fees previously paid.

Example: A Chief Officer hired at €350 per day for 14 days incurs a fee of €1,225.

Payment Methods: Payments made by credit card will incur a 2% surcharge to cover processing fees.

 All fees are exclusive of VAT and any other tax liabilities based on the vessel’s registration and flag state.

7. Duplicate Resumes

If the Client receives a duplicate resume for a candidate already known to them, they must notify us within 48 hours. Failure to do so will obligate the Client to pay the placement fee, regardless of other sources of the candidate’s resume.

8. Warranty

We offer a replacement guarantee for permanent or seasonal crew members if they leave or are dismissed within 60 days of the employment start date listed on the SEA. This warranty is subject to the following conditions:

Venture Yacht Crew is notified within five days of the crew member leaving the yacht.

The Client has complied with the terms of this agreement, including payment terms.

9. Disclaimer

We verify the references provided by candidates and disclose our findings to the Client. However, the Client may conduct additional investigations as needed. Venture Yacht Crew disclaims responsibility for any actions or damages caused by the candidate during their employment.

10. Entire Agreement

By accepting any candidate's resume or referral, the Client agrees to the fees and terms outlined above. These terms are legally binding for up to one year from the date of first receipt, regardless of signature.

11. Complaints Procedure

We strive to provide exceptional service to our clients and candidates. Should a complaint arise, please contact us at compliance@ventureyachtcrew.com with "Complaint" as the subject line. A company director will investigate the issue and respond with a resolution within four weeks. If unresolved, you may escalate the complaint to the MCA at mlc@mcga.gov.uk. We will also forward any unresolved complaints to the MCA