

Terms and Conditions

Colton Yacht Crew

Standard Terms

Colton Yacht Crew (CYC) is specializing in the introduction of professional yacht personnel ("Crew") to prospective employers, their representatives, and/or agents ("Clients").

Our role is that of a personnel introduction agency, referred to as "The Service." We are solely responsible for introducing Crew to the Client. Any employment agreement or contract (whether verbal or written) made between the Client and any Crew member following our introduction is the sole responsibility of the Client. However, we always encourage crew to make sure they sign a seafarers' contract before joining any yacht.

The provision of our services is conditional upon the Client's written acceptance of the Terms & Conditions outlined here ("Terms"), which can be accepted via email. By engaging in business with us, the Client is considered to have accepted these Terms.

If the Client has received any documentation about the Candidate from another source before our initial introduction, the Client must notify us within 24 hours. We reserve the right to claim the introduction and any applicable placement fee if the Client decides to use the information or documentation provided by us instead of that from the other source.

Notification of Employment: Clients must inform Colton Yacht Crew within 24 hours of hiring any crew member, providing details of the start date, salary, and the Terms and Conditions of employment.

Upon the placement of a candidate, Colton Yacht Crew requires a copy of the SEA (Seafarer Employment Agreement) to ensure it complies with MLC regulations.

If any Crew introduced by us is hired or rehired directly by the Client (with or without our involvement) within one (1) year from the date of our initial introduction, the Client will be charged the applicable placement fee according to our fee policy.

Fee Policy:

The provision of services will be contingent upon the payment of an appropriate placement fee, calculated as follows:

1. Permanent Placements: For all permanent crew placements (Crew employed for a period exceeding five (5) months): The fee will be 100% of one (1) month's gross salary.

We provide a 3-month, single replacement guarantee, which is non-transferable to any other role. This guarantee applies exclusively to the role filled and is a like-for-like replacement warranty.

If you choose to hire from another agency or through your private network for the same role, the replacement guarantee will be considered void, and the warranty offer will no longer apply.

The Warranty shall only be valid if the placement fee is paid and if we have been notified by the Client in writing within 48 hours from the date on which the employment was terminated.

2. Seasonal Placements: Crew employed for a period exceeding three (3) months but less than five (5) months): The fee will be 80% of one (1) month's gross salary.

Should the crewmember leave without just cause or be dismissed with just cause within thirty (30) days then a temporary placement fee will be charged, and the balance of the seasonal placement fee will be kept as credit for any future new placement for a period no longer than twelve (12) months.

3. Temporary Placements (Crew employed on a daily, weekly, or monthly basis for up to three (3) months):
The fee will be 25% of the total accumulated salary earned during the employment period(s), with a minimum charge of €300.

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

Payment Terms:

Payments can only be paid by bank transfer.

The Client is liable to pay the bank charges for the payment of the placement fee.

The Client will be invoiced on the date the crewmember joins the vessel.

Permanent Placements: Payment must be received within thirty (30) calendar days from the date the invoice has been sent and the date the crewmember joined the vessel.

Temporary and seasonal placements: Payment must be received within fourteen (14) calendar days from the date of invoice.

The client is responsible for all travel and incidental expenses.

If a temporary or seasonal 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 by the fee policy. All placements will be charged for the period(s) employed.

VAT will be added to the placement fee invoice if applicable.

By agreeing to these Terms & Conditions, the client agrees to take full responsibility and ensure that they have Protection & Indemnity cover to protect seafarers from being stranded in a foreign port.

Please complete the required fields below:

Vessel Name:

Captain/HOD Full Name:

Vessel Registration Number:

Vessel Registration Address:

Private or Commercial Vessel:

Management Company Name and Address:

Billing address (if different to above):

Authorised Signature:

Date:

Alongside the above details, please send over:

- The ship's certification of registry
- VAT Exemption Certificates (if applicable)
- P&I Certificate