

NZ Superyacht Services Limited & New Zealand Superyacht Academy Limited

Terms & Conditions

Effective 17 June 2025

1. Introduction

- These Terms & Conditions (“Terms”) apply to all services supplied by **NZ Superyacht Services Limited** and **New Zealand Superyacht Academy Limited** (“NZ Superyacht Services”, “NZ Superyacht Academy”, “we”, “our”, “us”) to any person or entity (“you”).
- By requesting or using our services you confirm that you have read, understood and agree to be bound by these Terms and any additional written agreement we issue.
- If a separate written agreement conflicts with these Terms, the most recent written agreement prevails to the extent of the conflict.

2. New Zealand Superyacht Services

2.1 Scope of Service

We provide yacht agency, logistics, provisioning, concierge, refit support and related services (the “**Superyacht Services**”) in New Zealand and overseas, as confirmed in writing.

2.2 Quotes & Payment

- All prices are in **New Zealand dollars (NZD)** and exclude GST unless stated otherwise.
- A **50 % deposit** is required for estimates over NZD 5,000.
- The balance is payable **by the 20th of the month** following the date of invoice, unless we agree otherwise in writing.

2.3 Cancellations

- You may cancel before work begins; we will refund any unused deposit **minus reasonable costs** already incurred.

2.4 Third-Party Suppliers

- Where we arrange goods or services from third parties, you contract directly with that supplier. Their terms apply in addition to ours.

2.5 Security & Customs

- You must provide accurate vessel, crew and itinerary information for customs, immigration and bio-security clearance. We are not liable for fines or delays resulting from incorrect or late information.

3. New Zealand Superyacht Recruitment

3.1 Compliance & Standards

We operate as an MLC 2006-compliant recruitment service in line with Regulation 1.4. Our services are provided to both yachts and crew on a good-faith basis, with no fees charged to crew. By registering with us, you agree to these terms and the appropriate use of our platform.

We commit to:

- Maintaining a secure, up-to-date, and confidential crew database;
- Validating references, qualifications, and certificates;
- Never charging crew members for placement;
- Never placing crew under the age of 18;
- Avoiding any discriminatory or “blacklist” practices.

3.2 Role as Agent

New Zealand Superyacht Recruitment acts solely as an introducer between crew and employers. We are not a party to any employment contract or responsible for employer obligations, including salaries, working conditions, repatriation, or disciplinary matters.

While we aim to place you with reputable employers, we do not guarantee:

- Job offers;
- Job suitability;
- Continued employment once placed.

We recommend that crew perform due diligence before accepting any offer.

3.3 Documentation Required from Crew

To be considered for placement, you must supply:

- A valid passport;
- STCW Basic Safety Training Certificate (all 5 modules);
- A valid Seafarers Medical Certificate (ENG1 or equivalent) in English;
- Any relevant visas or discharge books;
- Updated CV with references.

3.4 Employer Obligations

Employers (including captains and managers) are responsible for:

- Ensuring the yacht is MLC-certified, where applicable;
- Issuing a Seafarers Employment Agreement (SEA) in advance of embarkation;
- Providing fair terms of employment and adequate protection from abandonment or exploitation;

- Complying with relevant flag state regulations and applicable international standards.

3.5 Candidate Responsibilities

Before accepting a position, crew must:

- Review their SEA in full;
- Clarify working conditions, salary, leave entitlements and notice periods;
- Comply with the yacht's onboard policies including any Code of Conduct or Standing Orders;
- Ensure they meet any visa or travel documentation requirements for the job location.

3.6 Removal from Our Database

We reserve the right to remove crew from our database at our discretion, including cases of:

- Misrepresentation or falsification of documents;
- Poor conduct reported by employers;
- Inactivity or outdated profiles.

4. New Zealand Superyacht Academy

4.1 Bookings

- Book online at **nzsuperyachtservices.com** or by email.
- A **50 % deposit** secures your place. This deposit is **refundable only if written notice is received at least 30 days** prior to the selected course start date and includes a **valid reason** for cancellation.
- The **balance is due 14 days prior** to the course start date. Courses booked within 14 days require full payment at time of booking.

4.2 Payment Methods

- We accept credit card payments via our website (Shopify platform);
- Direct bank transfers; or
- Payment plans (must be arranged and approved prior to booking).

4.3 Payment Plans

We offer payment plans through a four-installment structure over eight weeks, similar to Afterpay.

- The first payment is required at booking to secure your place.
- The remaining three payments are scheduled at two-week intervals.
- Late payments will incur a **late fee of NZD 50** per missed payment.
- If a payment is missed and remains unpaid for more than **7 days**, the student will:
 - Be suspended from attending or completing the course;

- Forfeit any certification until full payment is made;
- Remain **personally liable for the full outstanding amount**, including any recovery costs.
- Payment plans are a privilege and may be revoked for any student who breaches these terms or defaults more than once.

4.4 Changes & Cancellations by You

Notice period
before course

start	Outcome
31+ days	Transfer to another date or cancel and receive a refund of any amount paid less NZD 250 + GST administration fee
15-30 days	Loss of deposit (50 % of course fee)
0-14 days / after start	No refund

- All requests must be in writing (email is sufficient) and are effective when acknowledged by us.
- Course materials already issued must be returned in resalable condition before any refund is processed.

4.5 Changes & Cancellations by Us

If we must reschedule or cancel a course (e.g. minimum numbers not met, trainer illness, force majeure) you may accept the new date **or** receive a **full refund** of fees paid. We will have no further liability.

4.6 Student Responsibilities

- Disclose any medical condition that may affect participation. We may refuse or terminate a booking where safety is compromised.
- Follow all health & safety instructions issued by trainers.
- Minimum age and other eligibility requirements are set per course. Students must meet these conditions before booking.

4.7 Sponsorship

We offer a limited number of sponsorships for selected courses through **New Zealand Superyacht Academy Limited**. Sponsorship terms are as follows:

- Sponsorships cover **100% of the course fees**;
- Return **flights and accommodation from anywhere in New Zealand** may also be provided to enable the student to attend the selected course.

Sponsorship Terms & Conditions:

- Sponsorships are granted at our sole discretion and subject to a signed agreement between the Academy and the sponsored student;

- Students must attend all required sessions and actively participate in the full course;
- If a student **fails to complete the course**, withdraws without valid reason, or breaches the Code of Conduct, the full value of the sponsorship may become **repayable by the student**;
- Travel and accommodation are arranged by us or reimbursed upon provision of itemised receipts (up to a capped amount);
- Sponsorships are not transferable or redeemable for cash;
- Sponsored students may be required to take part in reasonable promotional activity on behalf of the Academy (e.g. testimonials or media interviews).

4.8 Certificates

Certificates of completion are issued only to students who attend the entire course and demonstrate the required competence.

5. Force Majeure

Neither party is liable for delay or failure to perform caused by events beyond its reasonable control including natural disasters, pandemics, war, terrorism, strikes or government restrictions. If such an event lasts more than 30 days either party may terminate the affected services without penalty.

6. Liability & Indemnity

- Nothing in these Terms limits liability for fraud, personal injury or death caused by negligence.
- Subject to the preceding sentence, our **maximum aggregate liability** to you for any claim is limited to the amount you have paid for the specific service giving rise to the claim.
- You agree to **indemnify us** against any loss, damage or expense we incur as a result of your negligence, wilful misconduct or breach of these Terms.

7. Insurance

You are responsible for arranging adequate insurance for your vessel, crew or personal belongings as applicable. We strongly recommend that students obtain personal accident insurance covering marine training activities.

8. Privacy

We collect and store personal information securely in New Zealand in accordance with the **Privacy Act 2020**. We use it only for providing our services, meeting legal obligations or with your consent. You may request access to or correction of your information at any time.

9. Governing Law & Dispute Resolution

- These Terms are governed by the laws of **New Zealand**. You submit to the exclusive jurisdiction of the New Zealand courts.
- The parties will first attempt to resolve any dispute by mediation in **Auckland, New Zealand** using a mediator agreed by the parties or appointed by the Arbitrators' & Mediators' Institute of New Zealand (AMINZ).

10. Changes to these Terms

We may update these Terms from time to time. The latest version will be posted on our website and applies to new bookings or services from the date it is published.

11. Contact

NZ Superyacht Services Limited & New Zealand Superyacht Academy Limited

Email: academy@nzsuperyachtservices.com OR hello@nzsuperyachtservices.com

Phone: +64 027 390 9330

Postal: 52 Tasman View Road, Te Henga, 0781 New Zealand

End of Terms & Conditions