

SERVICE AGREEMENT

entered into between

SOUTH AFRICAN YACHTIES CLOSE CORPORATION

(Registration Number **2007/242547/23**)

(**“SA Yachties”**)

and

_____)
(Identity Number _____)

(**“Client”**)

1. INTERPRETATION

1.1. In this agreement, unless the context indicates otherwise:

- 1.1.1. “**Applicable Law**” means the common law and statutory law applicable in South Africa, including any present or future constitution, decree, judgment, legislation, measure, requirement, order, ordinance, regulation, statute, treaty, directive, rule, guideline, practice, concession or request issued by any relevant authority, government body, agency or department or any central bank or other fiscal, monetary, regulatory, self-regulatory or other authority or agency, which is applicable to this agreement and the Parties;
- 1.1.2. “**Business Day**” means any day other than a Saturday, Sunday or statutory public holiday in South Africa, on which commercial banks are generally open for business in South Africa;
- 1.1.3. “**Client**” _____ means

(Identity Number _____);
- 1.1.4. “**Client Related Parties**” means a person, business, firm, undertaking or concern in or by which the Client is:
- 1.1.4.1. friends, associated or affiliated with; or;
- 1.1.4.2. directly or indirectly interested, engaged, concerned or employed with, directly or indirectly, whether as proprietor, partner, director, shareholder, employee, consultant, contractor, financier, agent, representative, assistant, friend, trustee or beneficiary of a trust, during the subsistence of this agreement;
- 1.1.5. “**Collection Account**” means the bank account to be indicated by the SA Yachties in writing from time to time and into which payments by the Client will be paid;
- 1.1.6. “**Confidential Information**” means any trade secrets, knowledge, data or other proprietary or confidential information relating to products, software programs, services, processes, know-how, designs, developmental or experimental work, computer programs, computer artwork, databases, other original works or authorship, customer lists, business plans, marketing plans and strategies, financial information or other subject matter pertaining to any business of SA Yachties, or any of SA Yachties’ clients, consultants, employees or licensees,

whether communicated in writing or orally, and is marked as "confidential" or "proprietary" or "secret" at the time of disclosure, or is unmarked, but is treated as confidential at the time of disclosure;

- 1.1.7. **"Consular Authority"** means the official representative in the Republic of South Africa of the government of different sovereign state;
- 1.1.8. **"CPA"** means Consumer Protection Act, 2008 (Act No. 68 of 2008);
- 1.1.9. **"Effective Date"** means the Signature Date;
- 1.1.10. **"Event of Default"** means any one or more of the events of default stipulated in **Annexure A**;
- 1.1.11. **"Intellectual Property Rights"** means patents (being registered patents and patent applications), trade secrets, confidential documents, concepts, plans, ideas, artwork, copy, photographs, drawings, specifications, reports, trademarks (whether registered or not), service marks, logos and marketing copyright, designs, technical know-how, specifications and data, product and product development, systems, statistics, methods, plans, software and information systems, programmes, intellectual property, tools, licensing arrangements or any other confidential or secret commercial, marketing, technical and/or financial information, held, owned or operated under licence by SA Yachties including the proprietary information contained in the Confidential Information;
- 1.1.12. **"Parties"** or **"Party"** means all the signatories to this Agreement or any one of them as the context indicates;
- 1.1.13. **"SA Yachties"** means **SOUTH AFRICAN YACHTIES CLOSE CORPORATION**, (Registration Number **2007/242547/23**);
- 1.1.14. **"Services"** means the services rendered by SA Yachties to the Client as set out in clause 4 below;
- 1.1.15. **"South African Yachties Fee"** means the service fee paid by the Client to SA Yachties in exchange for SA Yachties providing the Services, which service fee is set out in **Annexure C** below;
- 1.1.16. **"Signature Date"** means the date on which this agreement has been signed by the Parties by the last party signing;
- 1.1.17. **"VAT"** means value-added tax at the applicable rate in terms of the Value Added Tax Act, 89 of 1991; and;

- 1.1.18. “**ZAR**” means South African Rands, the lawful currency of South Africa.
- 1.2. Words importing the singular shall include the plural and vice versa, words importing any gender shall include the other gender/s and words importing persons shall include partnerships and bodies corporate.
- 1.3. The head notes to the paragraphs to this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.4. This agreement shall be binding on and enforceable by the permitted assigns or liquidators of the parties as fully and effectually as if they had signed this agreement in the first instance and reference to any party shall be deemed to include such party's permitted assigns or liquidators, as the case may be.
- 1.5. If any provision in clause 1 is a substantive provision conferring rights or imposing obligations on any party, then notwithstanding that such provision is contained in such clause, effect shall be given thereto as if such provision were a substantive provision in the body of the agreement.
- 1.6. Where any term is defined within the context of any particular clause in this agreement, the term so defined shall, unless it appears clearly from the clause in question that such term has limited application to the relevant clause, bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that such term has not been defined in this clause 1.
- 1.7. When any number of days is prescribed in this agreement, they shall be reckoned inclusive of the first and exclusive of the last day.
- 1.8. Should the day for payment of any amount due in terms of this agreement fall on a day which is not a Business Day, the relevant day for payment shall be the succeeding Business Day, provided that should the succeeding Business Day fall within the next month, the relevant date for payment shall be the preceding Business Day.
- 1.9. Save as provided in clause 1.8, should the day for the performance of any obligation in terms of this agreement fall on a day which is not a Business Day, then such obligation shall be performed on the immediately following Business Day.
- 1.10. Expressions defined in this agreement shall bear the same meanings in any annexure which does not contain its own definition of the same expressions.
- 1.11. Any reference to this agreement or any other agreement or document shall be construed as a reference to this agreement or such other agreement or document (as the case may be)

as each may have been or may, from time to time, be amended, varied, novated or supplemented.

1.12. Any reference in this agreement to legislation or subordinate legislation is to such legislation or subordinate legislation at the Signature Date hereof and as amended and/or re-enacted from time to time.

1.13. The rule of interpretation that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply.

1.14. In this agreement references to the term "include" and "including" shall be interpreted as meaning "include without limitation" and "including without limitation".

2. INTRODUCTION

2.1. The Client is desirous to:

2.1.1. engage, appoint and mandate SA Yachties to perform the Services for the Client; and;

2.1.2. keep confidential the Confidential Information and prevent circumvention by the Client,

and SA Yachties is desirous to:

2.1.3. accept such appointment, engagement and mandate to provide the Services to the Client,

in exchange for the Client paying SA Yachties the Service Fee, subject to the terms and conditions contained in this agreement.

2.2. Subject to the provisions of the CPA the Client is desirous to:

2.2.1. indemnify and hold harmless SA Yachties against any claims against SA Yachties, from any cause of action whatsoever; and;

2.2.2. waive any claim against SA Yachties,

arising out of SA Yachties performing the Services for the Client.

2.3. The parties accordingly wish to conclude this agreement.

3. **APPOINTMENT OF SA YACHTIES**

With effect from the Signature Date, the Client hereby appoints SA Yachties as its third party agent to provide the Services, and SA Yachties hereby accepts such appointment to provide such Services, subject to the terms and conditions of this agreement.

4. **SERVICES, AUTHORITIES AND OBLIGATIONS OF SA YACHTIES**

4.1. Subject to further provisions of this agreement and Applicable Law, SA Yachties shall provide to the Client with the Services which will consist of the following:

4.1.1. third party application on behalf of the Client to the Consular Authority for:

4.1.1.1. renewal of VISA's; or

4.1.1.2. newly issued VISA's; an/or

4.1.2. placement of the Client as employee upon luxury ocean liners; and/or;

4.1.3. talks and seminars by a representative of SA Yachties to a Client, or clients of the Client.

4.2. SA Yachties undertakes, for the duration of this agreement, to:

4.2.1. perform the Services, which services will include:

4.2.1.1. application to the Consular Authority on behalf of the Client for:

4.2.1.1.1. a newly issued VISA; or;

4.2.1.1.2. renewal of already issued VISA;

4.2.1.2. endeavour to find employment for the Client on super yachts;

4.2.1.3. perform talks and seminars for Clients on the following subjects:

4.2.1.3.1. ;Visa information for South African's working on yachts

4.2.1.3.2. ;Information on how to start in the super yacht industry

4.2.2. use the services of its own staff to perform its obligations under this agreement, which staff shall at all times remain employed by SA Yachties who shall retain all obligations in respect of such staff in its capacity as employer.

5. SERVICE FEE AND METHOD OF PAYMENT

- 5.1. In consideration of the Service, rendered by SA Yachties to the Client, the Client shall pay SA Yachties the Service Fee.
- 5.2. All payments to be made by the Client to SA Yachties in terms of this agreement shall be made by the Client:
- 5.2.1. to SA Yachties on the due date for such payment; and
- 5.2.2. in cash, in ZAR without any set-off, withholding or deduction of bank commission, by means of direct bank transfer of immediately available, freely transferable, cleared funds into the Collection Account.

6. INDEMNITY AND WAIVER

- 6.1. Subject to the provisions of the CPA the Client hereby irrevocably indemnify and hold harmless, SA Yachties and SA Yachties' proprietor, partner, director, shareholder, member, employee, consultant, contractor, agent and/or representative against all and any claims, loss, demands, damages, liability, costs and/or expenses of whatsoever nature, whether direct or consequential, including legal costs as between attorney and client, which the Client may suffer or sustain as a result of, or which may be attributable to the use by the Client of the Services (excluding gross negligence as envisaged in the CPA, if applicable), any action and/or omission, whether negligent (excluding gross negligence as envisaged in the CPA, in the event the CPA is applicable), of SA Yachties or SA Yachties' proprietor, partner, director, shareholder, member, employee, consultant, contractor, agent and/or representative.
- 6.2. The Client expressly agrees and promises to accept and assume all of the risks existing in the provision of the Services, both known and unknown, whether caused by the negligent acts or omissions (excluding gross negligence as envisaged in the CPA, in the event the CPA is applicable) of SA Yachties and SA Yachties's proprietors, partners, directors, shareholders, members, employees, consultants, contractors, agents and/or representatives.
- 6.3. The Client voluntarily releases, forever discharges, and agrees to indemnify and hold harmless SA Yachties and SA Yachties' proprietors, partners, directors, shareholders, members, employees, consultants, contractors, agents and/or representatives from any and all claims, demands, or causes of action, which are in any way connected with the provision of the Services, including any such claims which allege negligent acts or omissions (excluding gross negligence as envisaged in the CPA, in the event the CPA is applicable) of SA Yachties or SA Yachties' proprietors, partners, directors, shareholders, members, employees, consultants, contractors, agents and/or representatives.

6.4. The Client acknowledges and agrees that the activities involved in the Services, entail significant risks, both known and unknown, which could result in financial and/or emotional loss or damage to the Client, to property, or to third parties, therefore subject to the provisions of the CPA the Client hereby irrevocably waives and renounces all its present and future rights, title and interest in and unto any claim, loss, demand, damages, liability, costs and/or expenses of whatsoever nature, whether direct or consequential, that the Client has or will have against SA Yachties which may be attributable to any negligent (excluding gross negligence as envisaged in the CPA, in the event the CPA is applicable) action and/or omission, of any proprietor, partner, director, shareholder, member, employee, consultant, contractor, agent, representative, of SA Yachties arising out of the provision of the Services, as well as any claim, loss, demand, damages, liability, costs and/or expenses of whatsoever nature, whether direct or consequential, that the Client has or will have against SA Yachties which may be attributable to, or include, the following:

6.4.1. change of VISA related matters, rules and regulations by the Consular Authority, from time to time, with or without notice;

6.4.2. decision the Consular Authority whether or not to grant the VISA, which authority the Client acknowledges vests solely with the Consular Authority, and SA Yachties has no authority in this regard;

6.4.3. information provided on the website of SA Yachties, which information the Client agrees and acknowledges is:

6.4.3.1. merely a guideline within SA Yachties' scope of work;

6.4.3.2. neither conclusive nor exhaustive of VISA applications in general (SA Yachties recommend that the Client visit the official site of the Ministry of Foreign Affairs of the country for which the VISA is being applied for);

6.4.4. in the event that the:

6.4.4.1. validity of the passport of the Client is in question by the Consulate Authority or should the passport of the Client not meet the requirements indicated by the Consular Authority;

6.4.4.2. the passport of the Client does not contain at least two (2) consecutive pages marked "VISA";

6.4.4.3. the Client does not require a VISA to enter the Schengen area;

- 6.4.4.4. the Client insists on submitting the application for the VISA to the Consulate Authority, despite the application not meeting the Consular Authority requirements as indicated by SA Yachties;
- 6.4.4.5. processing by the Consulate Authority of VISA takes longer than anticipated or longer than indicated on the SA Yachties website, in which instance the Client acknowledges and agrees that should the Client's passport already be submitted to the Consulate Authority, then:
 - 6.4.4.5.1. the passport of the Client cannot be retrieved from the Consulate Authority; and;
 - 6.4.4.5.2. the Client will not be entitled to a refund of any portion of the Service Fee;
- 6.4.4.6. the Client's application is incomplete or has missing documents due to the Client not being in possession of the documents or not furnishing such documents or information to SA Yachties, in which instance the Client will be given the opportunity to reschedule their appointment with SA Yachties;
- 6.4.4.7. the VISA application is unsuccessful and the VISA is denied by the Consular Authority;
- 6.4.4.8. the Client is denied entry at the Schengen borders.

6.5. The Client acknowledges and agrees that:

- 6.5.1. the validity and enforceability of this release of liability and assumption of risk will be governed by the Applicable Law, including the CPA;
- 6.5.2. the Client bares the onus to apply at least 15 (fifteen) Business Days before the estimated date of entry by the Client into the Schengen area;
- 6.5.3. no application for a VISA can be lodged by SA Yachties with the Consulate Authority more than 3 months before the start date of the trip in the Schengen area;
- 6.5.4. processing time of the VISA application by the Consulate Authority remains the sole discretion of the Consular Authority.

6.5.5. the activities involved in the Services, entail significant risks, both known and unknown, which could result in financial and/or emotional loss or damage to the Client, to property, or to third parties,

therefore SA Yachties shall not be responsible for any loss or damage attributable to any of the afore said occurrences and the Client hereby irrevocably waives and renounces all its present and future rights, title and interest in and unto any claim, loss, demand, damages, liability, costs and/or expenses of whatsoever nature, whether direct or consequential, that the Client has or will have against SA Yachties which may be attributable to the afore said (save in the instance of gross negligence as envisaged in the CPA, should the CPA applicable).

7. **CONFIDENTIALITY**

- 7.1. The Client undertakes, for the duration of this agreement and subsequent to its termination:
- 7.1.1. not use the Intellectual Property Rights otherwise than as permitted by this agreement;
 - 7.1.2. to maintain the secrecy of the Confidential Information; and;
 - 7.1.3. to prevent the unauthorised use, dissemination, or publication of the Confidential Information; and;
 - 7.1.4. not disclose or permit the disclosure of the Confidential Information to any person, except that:
 - 3.1.4.1 which the Client can demonstrate by written records was previously known to any party;
 - 3.1.4.2 which are now, or become in the future, public knowledge other than through acts or omissions by the Client;
 - 3.1.4.3 which are lawfully obtained by the Client from sources independent of SA Yachties;
 - 3.1.4.4 disclosed to the Client Related Parties, but only on a need-to-know basis where such Client Related Parties shall agree in writing (under the Client own blanket or specific agreement form) to maintain the confidentiality of the Confidential Information as set forth in this Agreement. The Client will be responsible for any breach of confidentiality or any misuse of the Confidential Information by the Client Related Parties or any other party to whom the Client discloses the Confidential Information;

- 7.1.5. to keep permanently confidential the Confidential Information supplied to them;
- 7.1.6. not use the Confidential Information for its own benefit, or for the benefit of a third party (including the Client Related Parties) other than in contemplated in the Client, and will not permit such use, except with the prior, express written consent of SA Yachties.
- 7.2. The Client shall not circumvent or attempt to circumvent SA Yachties in any manner whatsoever and with the intention or effect of depriving SA Yachties of any fees, consideration, profit or other remuneration that would reasonably be expected to be derived from the Intellectual Property Rights.
- 7.3. The Parties shall at all times act towards one another in the utmost good faith.

8. **WARRANTIES**

- 8.1. The Parties give to each other the warranties stipulated in **Annexure B** from and after the Signature Date and such warranties shall be deemed to be repeated at all times hereunder.
- 8.2. Each of such warranties shall:
 - 8.2.1. conclusively be deemed to be a representation of the facts inducing the Parties to enter into this agreement;
 - 8.2.2. be material;
 - 8.2.3. insofar as any of the warranties are promissory or relate to a future event, be deemed to be given as at the due date for the fulfilment of the promise or the happening of the event, as the case may be;
 - 8.2.4. be a separate warranty and shall in no way be limited or restricted by reference to or inference from the terms of any other warranty.
- 8.3. The parties indemnify and hold each other harmless in the event of any loss or damage suffered pursuant to any warranty or undertaking above not being met.

9. **EVENTS OF DEFAULT**

- 9.1. The Parties hereby agree that all the terms and conditions of this agreement, are of a material nature.
- 9.2. Should the any Party (“**the Defaulting Party**”) commit a breach of any of the conditions of this Agreement, and fail to adhere to a written notice, delivered to the Defaulting Party by the other Party (“**the Aggrieved Party**”) as required herein, wherein the Defaulting Party is required to remedy such breach within a period of 10 (ten) Business Days after the written

notice has been delivered to the Defaulting Party, then the Aggrieved Party shall, without prejudice to any other rights he may have in law, be entitled to, by written notice to the Defaulting Party:

9.2.1. terminate this Agreement forthwith; and/or

9.2.2. damages for the loss of remuneration that would have been due or is reasonably perceived as having been due to the other party if the breach had not occurred; and/or

9.2.3. demand and be entitled to receive specific performance of the obligations (if any) breached by Defaulting Party.

10. SEVERABILITY

Each clause of this agreement is severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses shall be and continue to be of full force and effect.

11. NO CESSION OR ASSIGNMENT

Neither Party may cede or transfer any or all of its rights or delegate or transfer any or all of their obligations in respect of this agreement without the prior consent of the other Party.

12. APPLICABLE LAW AND JURISDICTION

This agreement will in all respects be governed by and construed in accordance with the laws of South Africa.

13. NOTICES AND DOMICILIA

13.1. For the purposes of the giving of notices and the serving of legal process in terms of this agreement, each of the parties chooses a *domicilium citandi et executandi* ("**Domicilium**") as follows:

13.1.1. **SA
Yachties:**

Physical:

Fax Number:

Electronic
mail:

Attention:

13.1.2. **Client:**

Physical

Fax Number:

Electronic
mail:

Attention:

13.2. Any party may at any time, by notice in writing to the other parties, change its Domicilium to any other address in South Africa which is not a post office box or *post restante*.

13.3. Any notice given in connection with this agreement shall, save where a particular form of notice is stipulated, be:

13.3.1. delivered by hand; or

13.3.2. sent by courier; or

13.3.3. sent by fax (if the Domicilium includes a fax number); or

13.3.4. sent by electronic mail (if the Domicilium includes an email address) ,

to the Domicilium chosen by the party concerned.

13.4. A notice given as set out above shall be deemed to have been duly given (unless the disputing party proves the contrary):

13.4.1. if delivered by hand, on the date of delivery; or

13.4.2. if sent by courier, on the date of delivery by the courier service concerned; or

13.4.3. if sent by fax, on the first Business Day after the date of transmission; or

13.4.4. if sent by electronic mail, on the first Business Day after the date of transmission.

13.5. Any written notice actually received by a party shall be valid, notwithstanding that it may not have been given in accordance with the preceding provisions of this clause 13.

14. **NO WAIVER**

No relaxation, indulgence or extension of time granted by either party ("**Grantor**") to the other party shall be construed as a waiver of any of the Grantor's rights in terms hereof, or a novation of any of

the terms of this agreement or estop the Grantor from enforcing strict and punctual compliance with the terms of this agreement.

15. **NO VARIATION**

No variation of, addition to, consensual cancellation of or waiver of any right arising in terms of this agreement (including this clause 15) shall be of any force or effect unless it is reduced to writing and signed by a duly authorised representative of each of the parties.

16. **WHOLE AGREEMENT**

This agreement constitutes the whole agreement between the parties in relation to the subject matter hereof and no party shall accordingly be bound by any undertaking, representation or warranty not recorded therein.

17. **COSTS**

17.1. Each Party shall bear their own the legal costs incidental to the negotiation, drafting and implementation of this agreement.

17.2. If an Event of Default occurs, the defaulting party shall be obliged to reimburse the aggrieved party on demand with any and all other costs of and incidental to this agreement as well as all other costs and expenses (including legal costs on the *de facto* scale as between attorney and client), which the aggrieved party may at any time incur in or about the exercise of any of its rights in terms of this agreement including collection commission, tracing fees, valuation charges, transport costs and other reasonable expenses in connection therewith.

18. **COUNTERPARTS**

This agreement:

18.1. may be signed in one or more counterparts all of which shall be considered one and the same agreement;

18.2. shall become effective when a counterpart has been signed by each of the parties to this agreement.

SIGNED AT ON THE DAY OF 2017.

AS WITNESSES:

1. _____ For: **(“SA YACHTIES”) SOUTH AFRICAN
YACHTIES CLOSE CORPORATION**
2. _____

Print Name: Samantha Karen Pott
who warrants that she is duly authorised to sign

SIGNED AT ON THE DAY OF 2017.

AS WITNESSES:

1. _____ For: **(“CLIENT”)** _____
2. _____

Print Name: _____
who warrants that he/she is duly authorised to sign

Events of Default

1. Any warranty, undertaking, representation or statement by any Party in the agreement, or in any notice or other document, certificate or statement delivered by it pursuant thereto or in connection therewith, is breached or proves to have been incorrect or misleading when it was made.
2. Any Party breaches any term of the Agreement.
3. Any third party lawfully takes possession or a receiver is appointed over any of the property or assets of that other party.
4. that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order

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Warranties

1. The Parties have the power and capacity to enter into and perform their obligations in respect of the agreement.
2. The agreement creates legal, valid, binding and enforceable obligations on the Parties.
3. The signature of, and the performance by the Parties of their obligations under, the agreement does not and shall not:
 - 3.1. contravene any Applicable Law to which the Parties are subject; or
 - 3.2. contravene any provision of its memorandum and/or articles of association or memorandum of incorporation.

Service Fees

1. Visa application for crew without jobs that are new to yachting and have never had a long visa – R3250.00. (Fee does NOT include visa fees or any further costs for flights, insurance, etc.)
2. Visa application for crew without jobs that have been in the yachting industry before – R3900 (subject to our discretion). (Fee does NOT include visa fees or any further costs for flights, insurance, etc.)
3. Visa applications sent from France for renewals (French Consulate) - €580 (subject to change depending on where the application is being sent from and which consulate the application will take place through).
4. Visa applications for crew with boat papers applying in South Africa - €150.
5. Silver information package – R600.
6. Gold information package – R800.
7. Platinum information package – R1000.
8. Recruitment fees – subject to contract.

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Refund policies

Refund policy for 'crew without jobs' visa applications:

1. **Incomplete documentation** – Full refund (less R1000 deposit) as we are not going to submit this application.
2. **If a visa is denied due to the client being un-truthful or submitting any forged documentation** – No refund.
3. **If the client has a visa denied because of an invalid passport** – No refund.
4. **Applicant wishes to withdraw their application after documentation has been sent or delivered to Jackie and meeting with Jackie has taken place** – R1000 non-refundable deposit will be kept, the rest will be refunded. Courier at clients own cost.
5. **Experienced yachtie, without boat papers who should get 1 year** – if they do not we will refund from the 'experienced yachtie' fee to the 'newbie yachtie fee' (6 months or less visa).
6. **Payment has been received for a new crew visa application and the applicant gets a job before the application has been handed in** – we will credit the fee paid (less the R1000 non-refundable deposit) to a 'Crew visa' price and refund any outstanding money should the prices vary.
7. **Visa issued is less than 6 months** – No refund. We are not able to control what decision the consulate makes on individual files. This is a risk you take with any visa application.
8. **Visa issued is not for 90 days** – No refund. We are not able to control what decision the consulate makes on individual files. This is a risk you take with any visa application.
9. **Visa issued is not a tourist visa** - No refund. We are not able to control what decision the consulate makes on individual files. This is a risk you take with any visa application.
10. **Applicant decides to cancel their trip and not use the visa issued** - No refund.
11. **Applicant loses the job that they had lined up and no longer wants to use their visa** - No refund.

Refund policy for the 'visa renewals' and 'crew with jobs' visa applications:

The following is a detailed description of when a refund is due for the 'visa renewals' and 'crew with jobs' visa applications, and when the fee will be forfeited:

1. **Incomplete documentation** – Full refund (less €150 deposit) as we are not going to submit this application.
2. **If a visa is denied due to the client being un-truthful or submitting any forged documentation** – No refund.
3. **If the client has a visa denied because of an invalid passport** – No refund.
4. **Applicant wishes to withdraw their application after documentation has been delivered to SA Yachties JHB and meeting with any staff from SA Yachties has taken place** – €150 non-refundable deposit will be kept, as well as any fees incurred for delivery, admin, calls, etc. the rest will be refunded. Courier to return the package is at the clients own cost.
5. **Less than a 1 year visa issued** – No refund.
6. **Payment has been received for a new crew visa application and the applicant gets a job on another boat in a different country before the application has been handed in** – we will credit

the fee paid which can be used for the new application (less the €150 non-refundable deposit and any other fees we incurred during the process).

7. **Visa issued is less than 6 months** – No refund. We are not able to control what decision the consulate makes on individual files. This is a risk you take with any visa application.
8. **Visa issued is not for 90 days** – No refund. We are not able to control what decision the consulate makes on individual files. This is a risk you take with any visa application.
9. **Visa issued is not a tourist/transit visa** - No refund. We are not able to control what decision the consulate makes on individual files. This is a risk you take with any visa application.
10. **Applicant decides to leave yachting or go to any non-Schengen area and not use the visa that was issued** - No refund.
11. **Applicant loses the job that they had lined up and no longer wants to use their visa** - No refund.
12. **Applicant cannot get a port letter after confirming they can (docs have not left yet)** – Refund less the 150 euro deposit.
13. **Applicant cannot get a port letter after confirming they can (docs have left and been submitted)** – Refund less the 150 euro deposit, courier fees and Capago fees.
14. **Applicant pays and receives documents list, but runs out of time and decides to go home to do the application (within 3 months of payment)**– Refund less the 150 euro deposit
15. **Applicant pays and receives documents list, but runs out of time and decides to go home to do the application or cancels (after 3 months of payment)**– NO REFUND, full payment is due. This amount can be kept as a credit for a future applications.
16. **Applicant changes from France to Italy application but cannot get a port letter (docs have not left yet)** – Refund less the 150 euro deposit.

Refund policy for any of the information packages we provide

1. **Client has paid but wishes to cancel the use of our services BEFORE any communication** - Full refund.
2. **Client has paid but wishes to cancel AFTER first meeting** – R600 for the first hour will be charged, and R200 for every hour after that for our time.
3. **Client is unhappy with our service** – full refund.

Refund policy for Recruitment services

1. Please see recruitment agreement for details