



# When Is a Yacht Broker or Central Agent Truly B2B?

Two-page teaser for French VAT positioning on charter brokers, stakeholders and central agents

This teaser is designed for owners, brokers, finance teams and advisers assessing whether a French yacht broker or central agent is supplying a narrow **B2B intermediary service** to the owner company, or whether the facts point to an **opaque intermediary / principal-like role** with different VAT consequences.

## The core distinction

The starting point is not whether the broker is based in France. The real questions are: **who is the customer, in whose name does the broker act, and what service is actually being supplied?**

- A clean B2B case usually means the broker invoices only a commission or agency fee to the owner company.
- That works best where the broker acts clearly in the owner's name and on the owner's behalf.
- If the broker instead acts in its own name, VAT law can treat it as having received and supplied the charter-related service itself.

### Likely B2B service to the owner

Owner company is the contractual recipient; broker is disclosed as agent only; broker invoices a commission fee; owner bears performance risk.

### Warning signs that B2B may be too simple

Broker signs MYBA paperwork, holds charter funds, is branded on brochures, controls guest-facing delivery, handles complaints and appears to the market as part of the charter offer.

## What the French / EU framework says

Rule	Why it matters for yacht charters
General B2B rule	If a broker is genuinely supplying a business service to the owner company, the place of supply may be where that business customer is established rather than France.
Own-name intermediation	If the broker acts in its own name but for another, Article 28 VAT Directive and CGI art. 256 V can deem the broker to have supplied the service itself.
Short-term hire of means of transport	If the true supply is closer to the charter itself, special place-of-supply rules for short-term hire of vessels can displace the simple commission analysis.

Photo: Monaco harbour view (public-domain image from Wikimedia Commons, used for illustration).

# Decision Factors and Court Support

The stronger the broker's control over contracts, money and guest-facing delivery, the harder it is to defend a narrow B2B commission story.

Factor	Leans toward simple B2B owner service	Leans toward opaque intermediary / more than B2B
Contracting role	Broker signs only as disclosed agent for owner.	Broker signs in its own name or is presented to the charterer as a core contracting party.
Money flow	Broker receives only agency commission.	Broker holds all charter funds, deducts commissions, remits balances, controls release timing.
Guest interface	Owner/captain carries the core performance relationship.	Broker manages guest expectations, complaints and issue resolution as part of delivery.
Brand / market presence	Owner is the clear commercial face of the offer.	Broker branding dominates brochures, platforms, listings or market access.

## Court cases and authorities that support this analysis

### Fenix International Ltd v HMRC, C-695/20

Confirms that where a taxable person acts in its own name but on behalf of another, Article 28 can deem that person to be the supplier of the services.

### Belgian State v Henfling, C-464/10

Useful authority on commission-agent characterisation: labels do not settle VAT treatment if the intermediary acts in its own name.

### CGI art. 256 V and BOFiP on intermediaries

French doctrine draws the same line: disclosed intermediary versus own-name intermediary. That is the legal bridge for testing stakeholder and central-agent models.

### CGI art. 259 / 259 A and French place-of-supply guidance

Even if there is a B2B element, special rules can apply where the real supply is closer to the charter itself or short-term hire of a vessel.

## Practical takeaway

A French yacht broker or central agent is **not automatically outside the B2B model** just because it is active during the charter. But once the broker signs documents, holds money, controls market access, carries stakeholder functions and appears to the charterer as part of the supplying structure, the safer legal question becomes: **is this still only a B2B commission service, or is it an own-name intermediary / principal-like supply?** That is the question a French VAT review should answer first.

Prepared as a concise teaser, not formal tax advice. A full opinion should test each charter contract, invoice flow, stakeholder account, brochure, booking-platform rule and complaint-handling chain.