

Mariners & Seafarers

Seafarer Employment Agreement

THESE EMPLOYMENT TERMS ARE AGREED BETWEEN:

SHIPOWNER	[name of company/partnership] , a [company/partnership] incorporated and existing under the laws of xxxxxxxxxxxxxxxx and with its registered office at xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx (hereinafter referred to as the “Shipowner”).
AND	
EMPLOYER	Mariners & Seafarers Limited , a company incorporated and existing under the laws of Jersey, with its registered office at PO Box 521, 9 Burrard Street, St. Helier, Jersey JE4 5UE (hereinafter referred to as the “Employer)
AND	
SEAFARER	[Full Name] [Date and place of birth]
PLACE OF WORK	M or S/Y [name of yacht] which is registered under the flag state of the United Kingdom (hereinafter referred to as the “Yacht”)
CAPACITY IN WHICH SEAFARER IS TO BE EMPLOYED	[Position]
FLAG STATE	UK

Period of Employment:

Date of Commencement	[date]
Permanent/Seasonal/Temporary	[finish date if known and/or port]
Probationary period	
Notice period during the Probationary period	
Notice period after successful completion of the Probationary period	

Remuneration

Gross monthly salary	[amount]
Salary review	[if applicable]
Bonus	[if applicable]

Repatriation

The agreed repatriation destination is	[name of port/country]
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Annual Leave

Monthly entitlement accrued on a pro-rata basis	2.5 days per month
Bank holiday entitlement accrued on a pro-rata basis	8 days

I confirm that I have freely entered this agreement with a sufficient understanding of my rights and responsibilities and I have been given an opportunity to review and seek advice on the agreement before signing.

Signature of Seafarer.....

Place this Agreement is entered into

Date this Agreement is entered into

I confirm that the Seafarer has been informed of their rights and duties under this agreement prior to or in the process of the Seafarer's engagement onto the vessel.

Signature of Employer.....

Date

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General Terms and Conditions

1. General

- 1.1 The Employer engages the Seafarer on board the Yacht for the duration of this Agreement. The Seafarer shall provide such services to the Employer, appropriate to their position both on board the Yacht and ashore. No part of the employment herein shall take place in or from Jersey.
- 1.2 The Seafarer will be required to undertake the tasks set out in the relevant job description. A copy of the current job description for the position of the Seafarer is contained at Annex 1 to this Agreement. The Employer reserves the right to amend this job description from time to time and any changes will be advised in writing. The Seafarer may also be required to carry out such additional or alternative tasks as may from time to time reasonably be required of them.
- 1.3 The Seafarer shall be required at such locations and in such regions of the world as the programme for the Yacht requires, providing reasonable notice is given (see 16.1).
- 1.4 It is the responsibility of the Seafarer to maintain, at the expense of the Shipowner, any and all professional qualifications and medical fitness certificate which may be required, by statute or the Employer, to perform their duties as provided for in this Agreement.
- 1.5 The Seafarer will be provided with a uniform, to be worn at all times whilst on board the Yacht. The Seafarer shall be responsible for ensuring that the uniform is at all times maintained in a clean and tidy condition and shall be responsible for the cleaning and maintaining of the uniform.

2 Termination

- 2.1 This agreement may be terminated for any reason on written notice by either party. The period of notice required to be given to the Seafarer by the Shipowner must not be less than that required to be given to the Shipowner by the Seafarer and, except in the case of a fixed term or voyage agreement, must be not less than 7 days.
- 2.2 This agreement may be terminated at shorter notice or without notice, without payment in lieu of notice, in the following circumstances:
- a) By mutual consent;

- b) As a result of the Seafarer's misconduct as detailed in clause 13.1; and
- c) When the Seafarer needs to terminate the agreement for compassionate or other urgent reasons

On termination of this agreement all remuneration due to the Seafarer will be paid without undue delay. This includes any accrued and untaken annual leave with pay.

3 **Remuneration**

- 3.1 This remuneration is net of bank charges and is payable in equal monthly instalments in arrears by direct bank credit transfer at monthly intervals. A payslip will be provided to the Seafarer when payment of their salary is made detailing wages, additional payments, permitted deductions and the rate of exchange used where payments has been made in a currency which is different from that agreed. Payments in respect of a period less than one month will be calculated at the rate of 1/30th of gross monthly salary per day.
- 3.2 The rate of pay for the Seafarer is subject to review by the Employer and any resulting changes will be effective from the date specified by the Employer and advised in writing.
- 3.3 The Seafarer acknowledges that they will be responsible for all personal income tax and national insurance/social security liabilities arising from their employment under this Agreement and hereby indemnifies the Employer against any claims that may be made by the relevant tax/government authorities against the Employer in respect of any income tax, national insurance/ social security or any other amounts which may be payable by the Employer relating to the Seafarer services hereunder.

4 **Working Hours**

- 4.1 The Seafarer shall be required to work such hours as are reasonably required to be compliant with MLC 2006 2.3 to properly fulfil their duties of employment as provided for pursuant to this Agreement. The hours of work will be arranged to ensure that the Seafarer receives a minimum of 10 hours available for rest in each 24 hour period and a minimum of 77 hours rest in each seven day period. This minimum period of rest may not be reduced below 10 hours except in an emergency.
- 4.2 The Seafarer may be required to work additional hours during an emergency affecting the safety of the Yacht, passengers, crew and cargo or to give assistance to other yachts or persons in peril. The Seafarer may also be required to work additional hours for safety drills such as musters, fire-fighting and lifeboat drills. In such circumstances the Captain will ensure that an adequate compensatory period of rest is provided.

5 Holidays

- 5.1 If the Seafarer's employment commenced or terminates part way through the year, entitlement to paid annual leave and public holidays during that year will be assessed on a pro rata basis. Periods of leave should commence, and finish, on a day that the Yacht is in port.
- 5.2 Holiday should be taken at such times as may be convenient to the Employer. The Seafarer must give written notice of not less than one month of their proposed holiday dates to the Captain. The Captain should advise the Employer of the holiday dates. The Captain reserves the right, on receipt of the Seafarers' notice of proposed holiday dates, to refuse to allow the Seafarer to take holiday on those dates. In such circumstances, the Seafarer will be advised within a period of 10 (ten) working days of the Captain receiving the Seafarer's request to take leave.
- 5.3 There is no provision for the carry over of paid annual leave from one year to the next. All paid annual leave must be taken in the year in which it accrues. There is also no provision for payment to be made in lieu of untaken leave except where paid annual leave has accrued but has not been taken at the date of termination of employment.
- 5.4 In the years of commencement and termination of employment basic holiday entitlement will be calculated pro rata. Upon termination of employment the Seafarer shall either be entitled to pay in lieu of any outstanding basic holiday entitlement or be required to repay to the Employer pay received in respect of holiday taken in excess of their basic holiday entitlement. In signing this Agreement the Seafarer authorises the Employer to deduct pay received in respect of holiday taken in excess of their basic holiday entitlement from any monies due to them on termination of their employment.
- 5.5 The Employer reserves the right to require the Seafarer to take any unused holiday during their notice period and will give them appropriate notice of such requirement.
- 5.6 For the purposes of calculating money in lieu of holiday due to the Seafarer or owed by the Seafarer to the Employer, one day's pay shall be 1/30th of their gross monthly salary.
- 5.7 For the purpose of taking annual leave, the Employer will provide one economy return air ticket to the Seafarer. If the Agreement terminates for any reason before or upon commencement of annual leave, no entitlement to such return ticket will accrue and clause 11 (repatriation) will apply. The Seafarer will have no entitlement to the return ticket if required by the Employer to take annual leave pursuant to clause 5.5.

6 Expenses

- 6.1 The Seafarer will be reimbursed with all reasonable out of pocket expenses wholly, should this situation arise, upon presentation of a summary of outstanding accounts supported by invoices and receipts.
- 6.2 The Seafarer will be entitled, whilst on board the Yacht, to food at the expense of the Shipowner or a food allowance. Reasonable food costs exclude luxury or expensive food items and is contemplated to mean what you would normally eat at home.
- 6.3 All alcoholic beverages kept on board are the property of the Shipowner and are for the consumption of the Shipowner and guests only.

7 Medical Certificate

- 7.1 The employment of the Seafarer is conditional upon the Seafarer holding, and continuing to hold, a valid medical certificate. In the event that the Seafarer at any time during their employment ceases to hold, such a medical certificate the Employer shall be entitled to terminate the employment of the Seafarer with immediate effect.
- 7.2 If a certificate expires while the Seafarer is at sea, the certificate is allowed to remain in force until the next port of call where the Seafarer can obtain a medical certificate from a qualified medical practitioner though this period shall not exceed 3 months.

8 Health and Social Security

- 8.1 If the Seafarer is on a voyage and becomes sick or injured, the Seafarer will be paid full wages as stated or calculated within this agreement until the Seafarer has been repatriated in accordance with section 9 below. After you have been repatriated you will be paid 100% of your normal basic wages up to a maximum of 16 weeks, or until recover if earlier, less the amount of any Statutory Sick Pay or Social security Sickness Benefit to which you may be entitled.
- 8.2 The Seafarer will be provided with any medical care on board that should become necessary, free of charge, including access to necessary medicines, medical equipment and facilities for diagnosis and treatment and medical information and expertise. Where practicable and appropriate, the Seafarer will be given leave to visit a qualified medical doctor or dentist in ports of call for the purpose of obtaining treatment.
- 8.3 In the event of sickness or incapacity, the Seafarer will be provided with medical care, including medical treatment and the supply of necessary medicines and therapeutic devices, and board and lodgings whilst away from home until recovery or until the sickness or incapacity has been declared of a permanent character, subject to a period of 16 weeks. In

addition the Shipowner will meet the cost of the return of property left on board to the Seafarer or the Seafarer's next of kin or nominated beneficiary.

- 8.4 In the event of the Seafarer's death occurring on board or ashore during a voyage, the Shipowner will meet the cost of burial expenses, or cremation where appropriate or required by local legislation, and the return of property left on board to the Seafarer's next of kin.

9 Repatriation

- 9.1 The Seafarer will be entitled to repatriation at the Shipowner's expense if you are away from your country of residence when this agreement is terminated:

9.1.1. by the Shipowner;

9.1.2. by the Seafarer in the event of illness or injury or other medical condition requiring your repatriation, the event that the ship is proceeding to a Warlike Operations Area or the event of termination or interruption of employment in accordance with an industrial award or collective agreement;

9.1.3. in circumstances where you are no longer able to carry out your duties under this agreement or cannot be expected to do so e.g shipwreck, the sale of the yacht or a change in the yacht's registration

- 9.2 The entitlement to repatriation includes transport to the place where the Seafarer signed this agreement, the Seafarer's country of residence, place stipulated by a collective agreement, or such other place as mutually agreed with the Shipowner when signing this agreement. Where you are entitled to be repatriated on the termination of this contract the transport will be by the most expeditious mode which would normally be considered economy air travel.

- 9.3 The maximum period of service on board following which the Seafarer is entitled to repatriation will always be less than 52 weeks minus the period of statutory leave.

- 9.4 The Employer is entitled to give notice pursuant to clause 2 above in the event that the Yacht upon which the Seafarer is employed is sold by the Shipowner and any new Shipowner has indicated to the Employer that it does not wish to employ the Seafarer.

- 9.5 You may not be entitled to repatriation at the expense of the Shipowner in circumstances where you have been dismissed on disciplinary grounds or have breached your obligations under this Agreement. In such circumstances the Shipowner will still be liable to repatriate you but is entitled to recover from any salary due to you the cost of doing so.

10 Employer Property

- 10.1 The parties acknowledge that all correspondence, customer lists and records, drawings, documents, products or work products used by or developed by the Seafarer in the course of their employment on board the Yacht and any other materials owned by the Shipowner or used by it in connection with the conduct of its business shall at all times remain the sole property of the Shipowner.
- 10.2 Upon termination of the employment of the Seafarer with the Employer for whatever reason the Seafarer shall forthwith return all correspondence, customer lists, drawings, documents and other papers, magnetic discs, tapes or other software storage media and all other property belonging to the Employer and /or Shipowner which may be in their possession or under their control. The Seafarer shall not without the written consent of the Employer retain any copies. If so requested by the Employer the Seafarer will sign a statement confirming that they have complied with this requirement, and payment of any sums due to the Seafarer may be withheld until the Seafarer has complied with this clause 10.2.
- 10.3 Where you lose personal property, as a result of the vessel on which you are serving foundering or being lost, the Shipowner will pay compensation up to a maximum as detailed in Annex 2.

11 Confidentiality

- 11.1 The Seafarer acknowledges that they may not during or after the termination of their employment use or disclose to anyone (other than in the proper course of their employment with the Employer) any information of a confidential nature relating to the Employer or to its business or trade secrets including, without limiting the generality of the above, confidential information relating to; financial information, commercial information, sales and marketing information and trade secrets, methods of business dealing, pricing policies, business plans, unpublished financial information of all kinds, customer lists, details of supply contracts, market research and technical information (for example information about computer software) including all information relating to agents, Shipowners and guests who have been on board the Yacht.
- 11.2 The Seafarer will keep confidential all information of a confidential, private or personal nature regarding the Yacht, the Employer, Shipowner, guests and charterers whether or not the same shall be common knowledge amongst fellow crewmembers or the public.
- 11.3 The Yacht's business is not to be discussed outside of the Yacht's crew. Shipowner's name, names of guests on board, charterers on board, value and costs, specific cruising schedules

etc. are not to be discussed by the Seafarer with any person save to the extent necessary for the performance of the Seafarer duties under this Agreement.

- 11.4 Discussing the Yacht's business with the guests or charterers is not permitted. Conversations with guests must be kept on a courtesy basis, and should be as brief as necessary to be comfortable for the guest. The Seafarer must ensure any conversation between the guests and crew focus on the guest's interest.
- 11.5 Under no circumstances should information concerning the crew, guests or indeed the yacht itself be disclosed on social networking websites such as Facebook or Twitter. Such information unsuitable for publication would include, but is not necessary limited to, the following:
- i. Details concerning the location of the yacht, crew or guests
 - ii. Name of yacht or any person on board the yacht
 - iii. Details concerning events which have taken place on board the yacht

12 Grievance Procedure

- 12.1 If the Seafarer has a grievance regarding employment, the Seafarer should follow the on board complaint procedure as detailed in Annex 3 to this agreement.

13 Disciplinary Rules and Procedure

- 13.1 The disciplinary rules applicable to the Seafarer shall meet the standards set out in the Code of Conduct for the Merchant Navy or in the Yacht's Standing Orders.

If you are dissatisfied with any disciplinary decision taken in relation to you, you should refer to the disciplinary procedure set out in the Code of Conduct, a copy of which will be on board the Yacht.

14 Drugs and alcohol

- 14.1 (a) The Seafarer is required not to be under the influence of alcohol or drugs whilst on duty;
- (b) The Captain will ensure that alcohol is only consumed on board by the crew when off duty and in moderate quantities.
- 14.2 The Seafarer may be requested to undergo random drug and alcohol tests to ensure compliance with clause 14.1, and a failure to submit to a test shall constitute grounds for summary dismissal.

14.3 It is the responsibility of the Seafarer to inform the Employer of all medication that they are taking, or may be required to take, whilst on board the Yacht and the Employer reserves the right to either suspend, or to terminate the employment of the Seafarer where, in the reasonable opinion of the Employer, the consumption of such drugs or medication may affect the performance of the Seafarers' duties so that they may endanger the Yacht or the people on board the Yacht

15 Authority

15.1 The Seafarer shall not, (except as may be necessary in an emergency situation and/or to safeguard the safety of the Yacht and those on board the Yacht and then only in so far as it is not possible to obtain the prior approval of the Employer and only in so far as is necessary to respond to such emergency situation) have any right or power to bind the Employer.

16 Variation to standard and other terms and conditions

16.1 The Employer reserves the right to make reasonable changes to these and any other agreed terms and conditions of employment. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to the Seafarer. The Seafarer will be given not less than one month's written notice, before significant changes are made, unless changes in the laws of relevant jurisdictions or emergency orders issued by relevant maritime agencies require immediate change or are required by the insurers(s) of the Yacht. Such changes will be deemed to have been accepted unless the Employer receives from the Seafarer an objection in writing before the expiry of the notice period.

17 Jurisdiction

17.1 This Agreement shall be governed and construed in accordance with Jersey law and the parties submit to the non-exclusive jurisdiction of the Jersey courts with regard to any dispute or claim under or in connection with this Agreement.

18 Pension

18.1 There is no pension or other benefit entitlement attached to this employment.

19 Collective Bargaining Agreements

19.1 Not applicable.

Annex 1**JOB DESCRIPTION –XXXXXXXXXXXXXXXXXX**

N.B. These terms are intended to assist the Seafarers and the crew in the safe operation of the Yacht.

Nothing in these terms should be construed as relieving the Seafarers or crew of their responsibilities, as defined by Law or Government Regulations with which they should be familiar, or form the exercise of sound judgement.

- To carry out regular safety drills with crew and guests at the Captain's request;
- Safeguarding the Shipowner, Manager and Employer's interests;
- Maintaining the Yacht to an excellent standard;
- Compliance with all local and international laws affecting the Yacht;
- Supervision of yachtyard personnel and outside contractors with regard to the Yacht;
- Working at such locations as the Yacht's programme dictates;
- Ensuring adequate provisioning of the Yacht;
- Ensuring the welfare and comfort of all persons, guests and crew, on board;
- Ensuring security and limited access to the Yacht at all times;

- To ensure the Yacht is kept immaculately clean and tidy both interior and exterior by a regular programme of cleaning and polishing.

Annex 2

HEALTH AND SOCIAL SECURITY/PERSONAL PROPERTY CREW COVER

Ref	Cover	
8.1	Sick Pay entitlement as percentage of normal basic monthly remuneration	16 weeks x 100%
8.2 and 8.3	Duration of medical care including medical treatment; supply of necessary medicines and therapeutic devices; board and lodgings whilst away from home	16 weeks
8.4	Permanent Total Disability Cover	[xxx]
8.4	Death	[xxx]
10.3	Maximum compensation payable for loss of personal property	[xxx]

Should you wish insurance over and above the benefits provided, as set out above, it is recommended that you take up additional personal insurance cover separately.

Annex 3

On Board Complaints Procedure

The on board complaints procedure aims to resolve any complaints quickly, effectively and at the lowest possible level.

- a) Complaints should be addressed to the head of the seafarer's department or to their superior officer.
- b) The head of department or superior office should attempt to resolve the matter within a prescribed time limit appropriate to the seriousness of the issue.
- c) If either the head of department or the superior officer cannot resolve the complaint to the satisfaction of the seafarers, or the seafarer considers that the complaint is not being dealt with within the time limit laid down, the seafarer may refer the matter to the master who should handle the matter personally.
- d) All complaints and associated decisions should be recorded and copies provided to the seafarer.
- e) If a complaint cannot be resolved on board within an agreed time limit, the matter should be referred ashore to the Shipowner in consultation with the seafarer concerned or any person they may appoint as their representative. The Shipowner should provide a right to appeal if the seafarer remains unsatisfied with the outcome.
- f) Seafarers should have the right at all times to be accompanied or to be represented by another seafarer of their choice.
- g) The Seafarer should not be subjected to any detriment as a result of making a complaint. 'Detriment' covers any adverse effect on a seafarer as a result of having made a complaint that is not manifestly vexatious or maliciously made.
- h) Action shall be taken against any person who has been found to victimise a complainant.
- i) In all cases seafarers should have the right to make complaints direct to the master, the Shipowner and the MCA and ashore to port state authorities.

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