Workbook

Sample Documents

For

Crew Employment

Sample Documents Enclosed

01 January 08

WMG®

Owners Maritime Office
Crew Welcome Letter

This is an example letter that the Captain includes with the employment documents
MEMORANDUM FROM THE CAPTAIN

DEAR ______________________,

Welcome on board. We are always very excited to see new crew working up to become an important part of our team of dedicated professionals. As you agreed prior to your joining we are counting on each crewmember to play an important role in developing this crew into a highly motivated and competent team.

Of course that means you are expected to help us with all the policies, standing orders and procedures. “Help” means to:

1. *first* is know what they are and to be able to articulate what they mean;
2. *second* is to lead by example – consistently and with enthusiasm.

Please have another careful read of all the policies, standing orders and job descriptions. If you would like further clarification on any aspect, make your notes and visit with the captain. We are dedicated to helping everyone understand the reasons behind all what we require so that you will earnestly support the program both on and off the boat.

Please carefully print your name and other personal information on the agreement page enclosed. It is the same as you have already agreed to, with your agreed start salary amount inserted appropriately. Hand this back to the Captain on completion.

We look forward to seeing you as a total success on board. We appreciate your enthusiastic support for our determination to look after the owner’s best interest, to make this yacht one of the most respected afloat, and to look after each other as dedicated professionals.

Welcome aboard!

_________________

Captain
This crew confidentiality agreement is intended to protect the owner and his guests
CONFIDENTIALITY AGREEMENT

Crew Members please initial and date every page at the bottom right corner.

This Confidentiality Agreement (this "Agreement") is made effective back dated as of _____________________;

between the owner _______________________________________________________(ltd/llc),
the yacht ________________________, and crewmember _____________________________

You hereby agree as follows:

I. CONFIDENTIAL INFORMATION and ACTIVITY. The term "Confidential Information and Activity" means any information or material which includes or involves the following:

Confidential Information includes without limitation:

- business records and plans
- financial statements
- guest lists, records, communications or any related information
- personal information of beneficial stakeholder or guests
- on board activity of beneficial stakeholder or guests
- past activity and future plans of beneficial stakeholder or guests
- copyrights and other intellectual property
- recordings, audio or video, of the yacht, beneficial stakeholders, guests or crewmembers
- written descriptions of the yacht, beneficial stakeholders, guests or crewmembers
- internet correspondence regarding the yacht, beneficial stakeholders, guests or crewmembers

You agree not to disclose the above information to anyone while employed or after your employment ends, under any circumstances, except as required by law.

This Agreement sets forth the entire understanding of the parties regarding confidentiality. This Agreement shall be construed under the laws of ________________________. The confidentiality provisions of this Agreement shall take full force and effect beginning on the date of your signing on board _______________________. This agreement has no expiration date, and will remain in full force and effect indefinitely.

By: ____________________

Recipient: ____________________
This crew agreement is intended to be used in cooperation with the MCA’s collective crew agreement.
Crew Agreement

On behalf of the Owning Company, we have the pleasure to offer you the position designated below, upon your acceptance of the terms, conditions, and policies stated in your Crew Agreement and in the separate Official Standing Orders.

Crew Name: ___________________________ Position: ___________________________
Passport: ___________________________ Address: _____________________________

Your contract will commence at the port of ___________________________,
In the country of ___________________________, on the ______ day of _____________, 200 ___.

Unless your contract is terminated prior to the expiration of 12 months, salaries will be reviewed every 12 months of employment, and by accepting a salary level you are agreeing to that level of pay for the following 12 months of employment. Your salary will be the equivalent of US$ ___________ per month, and will be directly deposited into your account at the end of each month. The Company will wire the full amount, without bank charge deductions, however if the receiving bank has an additional charge, this will be for the employees account.

You will receive insurance coverage, as described on the relevant insurance policy page posted.

You will receive 30 days' paid vacation time for each 12 months of continuous service. This time will be given in either a 30-day block period, or in shorter periods according to what is most convenient to the operation of the Yacht as decided by the Captain. After you have accrued 30 days' vacation, you will not be eligible to earn any additional vacation for that 12-month period. After 12 months of continuous service, if your employment is renewed, you will once again be entitled to earn additional vacation at a rate of 30 days per year. For each 12 months of service, regardless of how your vacation time is allocated, you will receive one round trip, least expensive ticket to your home, or to another vacation point not exceeding the cost of the round trip fare home.

At the Captain's discretion, self-evaluations will be submitted by each crewmember periodically each year. These self-evaluations will remain confidential, and will be responded to by the Captain verbally, and in a written evaluation once each year. The purpose of the evaluation is to offer guidance to the crewmember as to what issues are important to the organisation, and how the Captain views overall performance.

Subject to early termination by 30 days' written notice by you or the Company, you agree that you intend to make yourself available for a service period of twelve months, and you undertake during any notice period to continue to perform your duties at the discretion of the Captain. If this is your first term on board, a mutual introductory period of 6 months provides for immediate and no-cause termination of this agreement with remuneration paid only to date of termination.

Your employment may be terminated if, in the opinion of the Company or the Captain, your continued employment would be likely to endanger the Yacht or any person on board. The following types of conduct, amongst others, will justify such an opinion and will therefore lead to the termination of your employment either immediately or at the next port of call: assault; willful damage to the Yacht or any property on board; theft or possession of stolen property, unlawful possession or distribution of drugs or other illegal substances or offensive weapons or failure to notify the master of the presence on board of the same which is known to the crewmember; persistent or willful failure to perform duties; conduct endangering the Yacht of those on board, conspiring with others at sea so as to impede the progress of a voyage or the navigation of the Yacht in a manner likely to endanger the Yacht or any person on board, disobedience of orders relating to the safety of the Yacht or persons on board, incapacity through drink or drugs in a manner which might prejudice the safety of the Yacht or persons on board; sleeping on watch or abandoning watch in circumstances which might prejudice the safety of the Yacht or persons on board; smoking or using naked flame or unapproved electric or electronic apparatus in any part of the Yacht where safety might thereby be prejudiced or in prohibited areas; intimidation, coercion and interference with the working of other seamen; conduct which seriously detracts from the safe and efficient working of the Yacht or the social well-being of any other person on board; causing or permitting unauthorized persons to be on board the Yacht; repeated breaches of lesser infractions after warning.

Repatriation: You are entitled to a single economy flight paid by the Owning Company to ___________________________ at the end of your service with the Company, whether the period of employment is completed or not, save only where your employment is terminated (i) in accordance with the summary dismissal provisions of this Agreement or the Collective Crew Agreement, or (ii) by your resigning your position; and if notwithstanding this proviso, the Company is obliged by law to provide for your repatriation in the case of the termination of your employment in such circumstances, it may be entitled to deduct repatriation costs so incurred from your final remuneration.

Your behavior and performance will adhere to the following attached pages and the separate Standing Orders and Job Descriptions. Your initials on each page will indicate that you have carefully read, understand, and agree with the contents. Beyond your position's standard job description, you fully understand and agree that it is impossible to anticipate every event and hence every duty that may arise. Accordingly, you will be directed to work beyond the requirements of Sections 2 through 5, and will do so to the best of your ability, and as necessary to ensure that the operation is successful.

Please sign below if you have read, understand, and agree with all of the above, as well as Sections 2 through 5 of the Employee Agreement. Additionally that you have read, agree with and will comply the ship's specific standing orders.

Crewmember ___________________________ On behalf of the Administrator ___________________________

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Section 2: COMPANY PHILOSOPHY
2.1 The general comments below are intended to clarify the viewpoint and philosophy of our organization. Accepting a position within this organization is acknowledging and agreeing with this viewpoint and philosophy. Please give this careful consideration, as it is the foundation by which our standards are set.

2.2 By nature of a yacht's distant, and self-sustained management, the crew is required to be consistently self-motivated. More dramatically than elsewhere, yacht crewmembers influence their fellow employees' performance not only by their own performance, but also by the standard of their living habits.

2.3 A yacht crew is further burdened with the responsibility that their work habits, living habits and level of professionalism are directly representative of their shipmates, the owners, and the yacht. We are partially measured by the actions of our shipmates. You have been hired because it is believed that you will help to maintain or improve the level of respect that this organization earns and enjoys.

2.4 The yacht crew is required to accommodate the highest level of discreet, personalized service while paying extreme attention to detail. The ability to accomplish this level of service, while simultaneously performing on all levels of maintenance with equal enthusiasm and ability, is unique to the crew of a yacht. This Yacht requires the greatest effort by each crewmember.

2.5 Professionalism, Attitude, Consistency, and Talent are areas in which we all are required to set high goals for ourselves. Individually and as a group we enjoy great satisfaction in our work when we achieve a high standard in all of the four areas. It is an acronym well worth remembering.

2.6 All hands are expected to maintain, with grace and integrity, the highest possible standard of work ethics. The quality and consistency of our output must be equal or better than that of anyone in this industry. There is no reasonable explanation to produce less in quality or in quantity to that of any other seafaring organization in this industry. We hope to do better.

2.7 The impression that we give to each other, as well as to outsiders, must be that of sincere enthusiasm towards our work. It is imperative that we do not hinder each other's work in any way, nor cause others to work harder by any one person's lack of enthusiasm.

2.8 At every opportunity each crewmember should endeavor to improve his or her skills. Also, given the opportunity, it is mutually beneficial for the more knowledgeable to teach the less knowing. A 2.9 All department leaders are expected to contribute to the betterment of his or her team member's standard of Professionalism, Attitude, Consistency, and Talent, and all crew are expected to welcome this guidance.

2.10 Please read carefully the pages that follow regarding this organization's policies on behavior, living space procedures, general living conditions and general work habits. Do understand that these policies are intended for everyone's benefit, and that they will be adhered to without exception.

SECTION 3: DUTIES AND GENERAL BEHAVIOR
3.1 You will at all times be responsible for the safekeeping and welfare of the Yacht and all persons on board, whether in port or at sea, and you will help maintain the Yacht in as perfect order both mechanically and cosmetically as is consistent with usage and weather for the use of the Company, its guests and all others on board.

3.2 You will at all times keep your quarters clean and tidy and take all appropriate steps to preserve in good condition the equipment of the Yacht and all property on board, being responsible in particular for the return of all uniform and other effects in good condition, fair weather and tear excepted, on termination of employment.

3.3 During the period of employment, you will undertake no paid work of any kind for any other person or Company except with the written consent of the Company.

3.4 The Captain has full authority on board concerning maritime and navigational matters, the management, engagement and discharge of crew and all other matters relating to the operation of the Yacht and the conduct of the crew.

3.5 Crewmembers are expected to treat each other with professional maturity in working contacts, and like mature, thinking adults in personal contacts. Any concern or criticism must be brought up directly with the crewmember in question, with your department chief, or directly with the Captain. Discussing a problem outside of these parameters is not productive and therefore not acceptable. Discussing salaries is not productive, and therefore not acceptable.

3.6 Crewmembers will be considerate of their shipmate's senses. This includes seeing, smelling, and hearing. Amongst other things, this means that stereo and television noise must be kept down.

3.7 Unless otherwise informed, hard liquor is not permitted. While moored, during or around the evening time, beer and wine may be consumed depending on availability. There is a two beer limit, and wine consumption must be kept to a respectable level. This is to be kept in the crews’ living area. Alcoholic beverage found in personal stowage spaces will be confiscated. At no time while underway will alcoholic beverages be consumed.

3.8 You will keep confidential all information of a confidential, private, or personal nature regarding the Yacht, the Company, guests and passengers, whether or not the same shall be common knowledge amongst fellow crewmembers.

3.9 The Yacht's business is not to be discussed outside of the Yacht's crew. Maintenance, repair or general ship malfunctions must be discussed only in the interest of solving the problem, or for the purpose of sharing information in a constructive educational exchange. All communications with dock walkers is to be polite but brief. Size, speed, number of cabins, and crew are to be considered a reasonable exchange. Owner's name, what guests are on board, value and costs, specific cruising schedules etc., are not to be discussed.

3.10 Discussing the Yacht's business with charter or owner's guests is not permitted. Conversations with guests must be kept on a courtesy basis, and should be as brief necessary to be comfortable for the guest. Always focus any conversation on the guest's interest, not yours. Do not bother the owner with any aspects of the Yacht's business, whether it is operational or personal.

3.11 During or following your time employed here, you will not discuss the identity of the “beneficial” owner with any person, or organization. ____________________________ is the registered owning Company, and that may be disclosed as appropriate.

3.12 No one is permitted on board without prior consent of the Captain.

3.13 Funds for maintenance, running costs and on board subsistence will be provided by the Company. Detailed accounts of all such expenditure are to be provided on a monthly basis or at such other intervals as required by the Company, each crewmember's responsibilities in this regard being determined by the master. Out of pocket expenses incurred on the authority of the Company or Captain will be reimbursed on presentation of appropriate receipts.

3.14 Commissions, gratuities etc: You may not directly or indirectly solicit or accept personal fees or commissions of whatever nature whether from suppliers or others doing business with the Yacht nor without the express authority of the Administrator may you accept gifts or gratuities from guests or others.
SECTION 4: CREW LIVING AREA PROCEDURES

4.1 Mess Room: The crew’s mess room must be kept clean and organized at all times. The sink, counters, floors, cabinets, table and settee must be left clean and orderly upon departing the area.

4.1.1 Standard: No one is to leave dish or tableware in or around the sink and counter. You must clean and stow what you use at the moment you are finished with it. Magazines and newspapers are to be neatly replaced, with the newspaper returned to order of sections so that the next reader may enjoy it. Throw pillows are to be neatly adjusted, and the entire area is to be made clean and orderly on your departure.

4.1.2 Responsibility: The stewardess on mess duty will be charged with meal set up and take down, as well as general vacuuming and cleaning of surfaces. The crewmember on watch will be charged with the overall tidiness of the crew’s mess. They are to ensure that all counters, sink (strainer cleaned) and table are cleared and cleaned. Also to remove garbage and clean container at the end of each day. The crewmember on watch will be accountable for the condition in which the crew’s mess is kept. During service the standby watch team will assume these duties and responsibilities.

4.1.3 General: All crewmembers are required to assist as much as practical with the overall orderliness of the mess room, and are expected to make an honest effort at maintaining as well as improving the condition of the crew’s living areas and work spaces.

4.2 Cabins and Heads: The crew’s cabins and heads are to be kept in a clean, orderly, well stowed, seamanlike fashion. A preventative maintenance schedule will be posted inside each cabin door, indicating which crewmember is responsible for cleaning the head room and the cabin, to take place twice each week in the double cabins, and three times each week in the triple cabin. You are sharing equally with your cabin mates, and you must be considerate of their senses of seeing, smelling and hearing, as well as feeling.

4.2.1 Laundry: Dirty uniform clothing is to be given to the laundry daily. Dirty personal clothing will be cleaned when time permits, please consult with the person in charge. Linens are laundered every 7 days. A schedule will be posted by the person in charge, and must be followed. Towels also are to be cleaned every 7 days, not more or less.

4.2.2 Heads: Showers, sinks, mirrors, counters and WC are to be wiped clean after each use. Towels and Shower mats are to be shaken and neatly hung after each use. Waste baskets are to be emptied daily. Personal effects are to be bestowed in your locker after each use. Respect for your cabin mate’s personal effects is a serious requirement. Nothing is to be placed in the WC other than the designated toilet paper. Anything else, including paper towels and regular tissue, may cause serious damage to the sanitation system. Use only cleaning chemicals approved by the chief stewardess.

4.2.3 Cabins: Cabins are to be kept in show ready condition. Bunks are to be neatly made when not in use. All clothing and shoe ware are to be carefully stowed, and uniform clothing is to be stowed in such a way as to eliminate wrinkling. All personal effects and counters are to be kept tidy. Overall the cabins, lockers and drawers are to be kept in seamanlike fashion.

4.3 By signing below, you are confirming your agreement to comply with the letter and intent of the above. Constantly failing to fulfill your obligation may result in the termination of your employment.

5. ______________  10. ______________ 15. ______________
5. ______________  10. ______________ 15. ______________
5. ______________  10. ______________ 15. ______________
5. ______________  10. ______________ 15. ______________
5. ______________  10. ______________ 15. ______________
5. ______________  10. ______________ 15. ______________

SECTION 5: PERSONAL APPEARANCE, HYGIENE & HEALTH

5.1 All men are to shave each morning when guests are on board. When guests are not on board a 2nd day shave is acceptable while on duty. Beards and mustaches are not acceptable unless agreed by the Captain. During passages, when guests are not on board, beard growing contests are acceptable, but must be clean shaven upon entering the destination port. Sideburns are to be kept above the vertical center of the ear.

5.2 Men are not to wear bracelets or necklaces while on duty. Earrings are not acceptable at any time.

5.3 Women are not to wear more than one earring per ear while on duty, and are not to wear excessive jewelry. Please consult with the chief stewardess if you have any questions.

5.4 Women are not to wear excessive make-up, or high contrast nail polish, while on duty.

5.5 All hands must keep hair appropriately neat while on duty.

5.6 All hands are to wear the appropriate uniforms in the appropriate fashion. Please consult with the chief stewardess or chief mate if there are any questions.

5.7 When off duty, when departing or re-entering the Yacht, proper appearance is necessary.

5.8 Showers are to be taken each night at least. This will keep the linens cleaner.

5.9 Teeth are to be brushed after meals to assure a clean appearance with guests and associates.

5.10 Bed linens and towels are to be cleaned as per Section 5 of this Agreement.

5.11 Each crewmember shall submit to such inoculations and other medical tests and procedures as may be directed by the master.

5.12 Agreeing to sign on with us is your confirmation of a complete understanding of your responsibilities towards your employment and the policies and rules set out in this Employee Agreement. If you consistently fail to fulfill your obligations, you will jeopardize your employment and risk disciplinary action or dismissal.

Welcome to the team!

Please read carefully. When you agree with these policies and the official standing orders, please initial here.

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These job description & standing orders are attached with the employee agreement to give clarity to each position’s role & responsibility
Owner’s Maritime Office

Fleet

Official Standing Orders
And
Job Descriptions

INTRODUCTION

These and other posted operational Standing Orders should be read by all prospective crewmembers before signing their Employee Agreement, which includes under separate cover the following:

Sections 2 through 5 detailing:
Section 1: Commitment Letter
Section 2: Company Philosophy
Section 3: Duties and General Behaviour
Section 4: Crew Living Area Procedures
Section 5: Personal Appearance, Hygiene & Health

The Commitment Letter page also includes a sentence signifying agreement with these Orders. These Standing Orders are in cooperation with the Ship’s Policies, and in some cases may be redundant.

Not withstanding this agreement, the Captain’s command may override all duties and orders within, providing that any such tactical command change is for the benefit of, or safety of the vessel.
INDICATION OF INDIVIDUAL RESPONSIBILITIES

THE CAPTAIN

The CAPTAIN is responsible for the safety, overall running and financial management of the vessel and crew. The captain must ensure that all international laws and local regulations are adhered to while the vessel is at sea, in port or on dry-dock.

The captain is responsible for the ethical representation of the owner's best interest, while ensuring that the crew are provided with the necessary tools, time, training and encouragement to achieve professional excellence.

The captain must communicate clearly and unambiguously with the crew to ensure that there is appropriate understanding - by each person - of the ship’s policies, the purpose of those policies, and the critical nature of each crew person's supporting of those policies.

The captain will treat all crew fairly and appropriately, providing them with leadership and personal attention while allowing his department chiefs to manage their departments.

The captain will consult with each department chief and the chef in planning maintenance and general operations to ensure good coordination between the departments.

The captain will ensure that a detailed watch schedule is posted indicating work hours and watch teams. He may from time to time alter an already posted schedule to ensure the ship is protected and the crew have the appropriate rest.

The captain will do all that is necessary to ensure the safe and efficient operation of the yacht in all instances. He will ensure that all procedures as defined in the SMS are understood and followed and recorded as appropriate.

ALL OFFICERS

All OFFICERs and department chiefs will act with integrity in supporting the captain with the crew. When instances of crewmembers’ inappropriate actions or conversations take place, especially those of a complaining or coercive nature, the officer and department chief will act directly with that crewmember in order to mitigate if possible. All officers and department chiefs will inform the captain when these or other crew policy related instances occur, and generally keep the captain informed of crew moral and discipline.

Note: The order of the following crew positions is not indicative of any order of importance, responsibility or authority. It is laid out in this way so that positions in the three departments are linked to facilitate reference to integration and order of department activity.
THE CHIEF ENGINEER

The CHIEF ENGINEER, in conjunction with the first officer and chief stewardess, will ensure that the crew are in complete understanding of the ship’s policies and procedures and will work to support the captain’s standing orders and tactical orders.

The chief engineer will ensure that all regulatory aspects and operational procedures are fully complied with as per the SMS and that all Critical Equipment is identified.

The chief engineer is responsible for co-ordinating with the captain, first officer and chief stewardess all planned maintenance schedules.

The chief engineer is responsible for the running, maintenance and repair of all mechanical, electrical and electronic equipment. This comprises all machinery in the engine room, domestic equipment, bridge equipment and deck equipment.

The chief engineer keeps detailed, accurate and up-to-date logs for all equipment, systems and engineering activities. He maintains an accurate and up-to-date inventory of spare parts, technical consumables and tools.

The chief engineer will assist as necessary in the manoeuvring, line / fender handling, anchor handling, tender launching and handling, and generally assist on deck as needed for the safe and effective execution of guest activities. The chief engineer will assist as directed by the captain in the conduct of bridge watches, harbour watches and anchor watches. The chief engineer will participate in all aspects of the engine room’s technical and cosmetic maintenance, which includes, cleaning, polishing, prepping and when appropriate painting according to the procedures outlined by the captain.

The chief engineer will work with the first officer to ensure that the crew are properly familiar, trained and drilled in all safety operations according to the SMS.

THE 2ND ENGINEER / ASSISTANT ENGINEER (pending man.doc / license)

(Note: when referencing 2nd engineer it also included asst engineers)

The 2nd ENGINEER will work at the captain and chief engineer’s direction (and discretion) to ensure that all crew are informed of the ship’s policies, the purpose of those policies and the critical nature of each crew person’s supporting of those policies.

The 2nd engineer will fulfil all duties and tasks delegated to him by the captain and / or chief engineer. These duties and tasks will include engineering, bridge watches, harbour watches, anchor watches, guest activities, standard yacht operations, administrative work, safety management, physical labour in cleaning, prepping, painting, repairing and maintaining of all surfaces and equipment.

The second officer will work with the chief engineer, first officer and safety officer to ensure that the crew are properly familiar, trained and drilled in all safety operations according to the SMS.

The 2nd engineer will follow the instructions of the first officer and the engineering officer according to normal shipboard practices.
THE FIRST OFFICER

The FIRST OFFICER is responsible in ensuring that all crew are informed of the ship’s policies, the purpose of those policies and the critical nature of each crew person supporting of those policies. The 1st officer is the second in command and will act with integrity as a supporting conduit between the captain and the crew. When instances of a crew members inappropriate actions or conversations occur, especially those of a complaining or coercive nature, the 1st officer will act directly with that crew member to mitigate, if possible, and will always inform the captain.

The 1st officer will fulfil all duties and tasks delegated to him by the captain. These duties and tasks will include bridge watches, harbour watches, anchor watches, administrative work, safety management, physical labour in cleaning, prepping, painting, repairing and maintaining of all surfaces and equipment.

The 1st officer is responsible to ensure the highest standards for cleaning, maintaining and repairing the vessel’s hull, deck, superstructure, tenders and equipment (with the exception of the Engineer’s responsibilities) and for co-ordinating with other department chiefs in the planning and execution of vessel maintenance and operations – in this respect like all others, he is expected to physically participate in the execution of daily tasks.

The 1st officer oversees the preparation of the vessel for sea and berthing and briefs crewmembers on their deck duties at these times. When guests are on board he oversees and participates in deck operations in respect to guest activities.

In conjunction with the Chief Stewardess, he ensures the crew are neat and in the correct uniform and that proper routines and disciplines as described within the ship’s policies and standing orders are followed. In conjunction with the Chief Stewardess, he ensures that the crew mess and cabins are clean, tidy and properly run.

The first officer must be familiar with all aspects of the vessel and be able to assume command if the Captain is absent or incapacitated.

The first officer will ensure that the crew are properly familiar, trained and drilled in all safety operations according to the SMS.

THE 2ND OFFICER

The 2nd OFFICER will work at the captain and first officer’s direction to ensure that all crew are informed of the ship’s policies, the purpose of those policies and the critical nature of each crew person’s supporting of those policies.

The 2nd officer will fulfil all duties and tasks delegated to him by the captain or first officer. These duties and tasks will include bridge watches, harbour watches, anchor watches, guest activities, standard yacht operations, administrative work, safety management, physical labour in cleaning, prepping, painting, repairing and maintaining of all surfaces and equipment.

The second officer will work with the first officer to ensure that the crew are properly familiar, trained and drilled in all safety operations according to the SMS.
THE DECK-HAND

The DECK HAND is responsible for cleaning and maintaining the exterior and technical spaces of the vessel to standards and procedures set down by the Captain and 1st officer.

The deckhand will fulfil all duties and tasks delegated to him by the captain, 1st officer or 2nd officer. Additionally the deckhands will be responsive to and follow the instructions of the chief engineer and in cases of interior activity, will follow the instructions of the chief stewardess. These duties and tasks will include bridge watches, harbour watches, anchor watches, standard yacht operations (including guest services), administrative work (chart corrections), safety management, physical labour in cleaning, prepping, painting, repairing and maintaining of all surfaces and equipment.

The deckhand is to always be neat and in the correct uniform – worn correctly - and that proper routines and disciplines as described within the ship’s policies and standing orders are followed. As described in the procedures, he ensures that the crew’s mess and cabins are clean, tidy and properly run.

He must have a full working understanding of all safety procedures and equipment.
THE PURSER (could also be purser-chief stewardess)

The PURSER, in conjunction with the first officer, chief engineer and chief stewardess will ensure that the crew are in complete understanding of the ship’s policies and procedures and will work to support the captain’s standing orders and tactical orders.

The PURSER is responsible for assisting the Captain in the financial management of the vessel, as well as overall administration of the interior crew. She is responsible for the disbursement and accounting of funds to each department, the bookkeeping of all expenditures for the yacht, and creating monthly expense reports for the owner. The purser works with the chef and chief stewardess (if a separate person from the purser), the chief engineer and the 1st officer in the budgeting, stock control and purchasing of onboard supplies and provisions. The purser operates and administers the yacht’s computer and communications and deals with the vessel’s secretarial work.

The purser, in conjunction with the chief stewardess (if a separate person) delegates areas of responsibility to each stewardess and implements the detailed in-service schedule.

When guests are onboard the purser generally caters to any specific requests of the Owner, the Guests, and/or the Captain and assures special events and occasions are properly attended to. She assists the Captain in researching areas the yacht visits and helps organize information and activities that will enhance the Owner’s and Guest’s enjoyment of the cruise.

The purser assists the stewardesses in all aspects of their duties as needed and in conjunction with the chief stewardess, ensures that the interior crew work to a high standard at all times, that the guests are properly cared for and all their requirements are met.

The purser will fulfil all duties and tasks delegated to her by the captain. These duties and tasks may include bridge watches, harbour watches, anchor watches, administrative work, safety management, physical labour in cleaning, prepping, painting, repairing and maintaining of all surfaces and equipment.

The purser will work with the first officer to ensure that the crew are properly familiar, trained and drilled in all safety operations according to the SMS.

When the purser is the same person as the chief stewardess, combine both job descriptions found in these standing orders.
THE CHIEF STEWARDESS (could also be purser-chf stew)

The CHIEF STEWARDESS in conjunction with the first officer, chief engineer and purser, will ensure that the crew are in complete understanding of the ship’s policies and procedures and will work to support the captain’s standing orders and tactical orders.

The chief stewardess will fulfil all duties and tasks delegated to her by the captain. These duties and tasks may include bridge watches, harbour watches, anchor watches, administrative work, safety management, physical labour in cleaning, prepping, painting, repairing and maintaining of all surfaces and equipment.

The chief stewardess is responsible for supervising the other stewardesses. She maintains an accurate inventory of all service items and supplies and arranges relative purchases. She also ensures that the interior areas are maintained to the highest standard and, if necessary, instigates maintenance work for said areas. When there are guests onboard she ensures that the interior crew work to the highest standard at all times, that the guests are properly cared for and all their requirements are met.

The chief stewardess ensures that the in-service schedule is implemented, understood and followed. Maintenance period schedules will be coordinated with the captain.

In conjunction with the officers, the chief stewardess ensures that the crew are neat and in the correct uniform – worn correctly - and that proper routines and disciplines as described within the ship’s policies and standing orders are followed. In conjunction with the officers, she ensures that the crew’s mess and cabins are clean, tidy and properly run.

The chief stewardess will work with the first officer to ensure that the crew are properly familiar, trained and drilled in all safety operations according to the SMS.

Note: When the purser is the same person as the chief stewardess, combine both job-descriptions found in these standing orders.
THE STEWARDESS

The STEWARDESS is responsible for cleaning the interior, undertaking laundry duties, serving and looking after guests, all to the highest standard and according to specific posted procedures. She ensures her allotted areas are cleaned immaculately, beds are properly made and bed linen and towels are changed as directed. She launders guest clothing, crew clothing, bed linen, towels etc., executing this to a high standard and according to posted procedures.

Throughout her watch she ensures that the guests are discretely monitored and taken care of, and that all guest areas, cabins, heads, pantries, day toilet are kept clean and tidy.

The stewardess will fulfil all duties and tasks delegated to her by the captain, purser or chief stewardess. These duties and tasks may include bridge watches, harbour watches, anchor watches, administrative work, safety management, physical labour in cleaning, prepping, painting, repairing and maintaining of all surfaces and equipment.

The stewardess is to always be neat and in the correct uniform – worn correctly - and that proper routines and disciplines as described within the ship’s policies and standing orders are followed. As described in the procedures, she ensures that the crew’s mess and cabins are clean, tidy and properly run.

She must have full working understanding of relevant safety procedures and equipment.

CHEF (sometimes crew cooks depending on hiring circumstances) (he = she = he)

The CHEF is responsible for providing all guest and crew meals and victuals. He / she undertakes all victual requirements for passage making, periods in port and cruising with and without guests. He plans menus and caters for guests’ requirements. He provides, at the set times, lunch and dinner for the crew, and budgets to comply with the food allowance specified.

The chef keeps an accurate, complete and up to date inventory of all equipment, accessories and food-stuffs.

The chef keeps the galley, refrigerators, freezers and storerooms immaculately clean and organised at all times. He provides the Purser with careful accounts of all foods purchased, and a record of all food stock used.

The chef will fulfil all duties and tasks delegated to him by the captain. These duties and tasks may include bridge watches, harbour watches, anchor watches, physical labour in cleaning, prepping, painting, repairing and maintaining of all surfaces and equipment.

The chef must have a full working understanding of relevant safety procedures and equipment.
**GENERAL**

All members of crew are liable to be called upon to assist others in various tasks on board. Whilst the above responsibilities apply to the individual's position, every crewmember will be expected to help in other areas and to do so with enthusiasm.

**SAFETY TRAINING**

At the captain’s discretion, the yacht may pay for crew training pertinent to safety onboard as per the Captain’s decision. Crew who leave within 6 months of the paid course will have 100% of the course fees deducted from their last salary. Crew who leave after 6 months, but prior to 12 months of the paid course will have 50% of the course fees deducted from their last salary. Unless agreed to in writing beforehand, the days that the crew are absent from the vessel for the training will be deductible from that month salary or final month’s salary. The crew are responsible for their living expenses while off the vessel for these training courses.

**CIVIL LAW**

The Captain or the Owner of the vessel will not be held responsible for any offence committed ashore by any crewmember. Crew acting in an irresponsible manner while ashore may be dismissed summarily without repercussion.

**PROBLEMS OR COMPLAINTS.**

Any problems or complaints regarding other crew, the running of the vessel, or any other reasons should be addressed to the captain or the head of department as soon as possible.

**PERSONAL RELATIONSHIPS**

The instigation of intimate personal relationships is not permitted between crewmembers on board, and dismissal is the likely result. If you find yourself developing a mutual friendly and not yet intimate relationship with a shipmate, which is based on trust and respect over a period of at least 6 months, there is possibility that formal permission will be granted and the necessary cabin arrangements made as practical. Your informing the captain of this development will not result in dismissal and will be approached with earnest attention. But you must inform the captain before on board intimacy occurs.
This ECS is a useful tool for the Captain to transmit crew information to the shore office in the event of an emergency situation
Emergency Contact Information

This form is designed to collect personal information with regard to making emergency contact to your next of kin or to the person that you designate as your emergency contact. The information provided is forwarded to the Designated Person Ashore to maintain in the event of an emergency. All information provided is maintained confidential unless it is needed to make an emergency notification at which time it will only be used for that purpose. Make all entries legible and use dark ink.

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name:</td>
<td></td>
</tr>
<tr>
<td>Passport #:</td>
<td>Place and date issued:</td>
</tr>
<tr>
<td>Nationality:</td>
<td>Place of Birth:</td>
</tr>
</tbody>
</table>

Home Address:

Contact the following in the event of an emergency:

- [ ] Spouse: [ ] Husband [ ] Wife [ ] Employer
- [ ] Mother [ ] Father [ ] Brother [ ] Sister

Other Family Member (specify relationship): [ ]

Other Person (specify relationship): [ ]

Name of Contact:

Address:

Phone:

Pager:

Special Instructions:

Status on board:

- [ ] Owner Guest [ ] Charter guest
- [ ] Permanent Officer / Crew [ ] Service contractor
- [ ] Other [ ]

Blood Type: [ ]

Medical Allergies: [ ]

Other notes or comments: [ ]

This information will be provided to the D.P.A. and will be used in the event of an emergency.

More forms available: pubs@wrightmaritime.com
These evaluation forms can be completed by the Captain for each crew member as a self evaluation.
Confidential Report
Employee Evaluation

Completed By: □ Self □ Captain

<table>
<thead>
<tr>
<th>NAME:</th>
<th>EMPLOYMENT: FROM</th>
<th>To</th>
<th>REASON FOR REVIEW:</th>
</tr>
</thead>
<tbody>
<tr>
<td>POSITION:</td>
<td></td>
<td></td>
<td>Education Level:</td>
</tr>
<tr>
<td>AGE:</td>
<td>D.O.B.:</td>
<td>LICENSE:</td>
<td></td>
</tr>
</tbody>
</table>

This evaluation offers guidance to the employee. Whether it is a "Self-Evaluation" or an Evaluation by the captain, it is intended for the benefit the employee. Users are encouraged to circle, cross-out, or add notes as appropriate to provide the correct essence of opinion.

### ABILITY

1. Totally fulfils all competency levels for current position. □ Has improved.
2. Has shown a high ability in all aspects of his/her work. □ Has improved.
3. Has shown satisfactory ability in all aspects of his/her work. □ Has improved.
4. Has shown satisfactory ability in most aspects of his/her work. □ Has improved.
5. Lacks ability, but willing to learn. □ Has improved.
6. Has little or no ability and has not improved.

### CONDUCT

1. Conduct has been exemplary. □ Has been a good influence.
2. Has given no cause for complaint. □ Has improved.
3. Occasionally guilty of minor offences. □ Has improved.
4. Repeatedly guilty of minor offences. □ Has been a bad influence.
5. Causes trouble by creating mistrust between crew members. □ Has improved.
6. Has been guilty of serious misconduct, and has been reprimanded accordingly.

### COMPATIBILITY

1. Has a natural tendency to get along with others. □ Has been a good influence.
2. Has never been known to quarrel with anyone. □ Has improved.
3. Occasionally has minor quarrels with others. □ Has improved.
4. Does not mix well with others, but causes no trouble. □ Has improved.
5. Frequently quarrels with others. □ Has improved.
6. Causes trouble by speaking badly of other crew members. □ Has been a bad influence.

### DILIGENCE

1. Has been a self motivated hard worker at all times. □ Has been a good influence.
2. Has always been a good worker on instruction. □ Has improved.
3. Works as required with a good attitude. □ Has improved.
4. Works as required but lacks consistency. □ Has improved.
5. Works but requires much supervision. □ Has improved.
6. Is not making an effort and lacks any sign of diligence. □ Has been a bad influence.

This evaluation will not be discussed beyond the individual, the department head and the captain unless actions by the employee challenging reprimand and / or dismissal require. A copy of the report / evaluation may be made for the employee upon request. A copy will be kept in the employee's file for future referencing.

Crew person

Department Head

Date:

Master

Copies handed to:

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Employee Evaluation

Completed By:
☐ Self  ☐ Captain

TIME KEEPING
1. Always punctual and voluntarily works in excess of required duty.
2. Always punctual and will work in excess of what is required when asked.
3. Punctual, will work in excess of what is required when asked but tends to be a clock watcher.
4. Occasionally late.
5. Frequently late.
6. Has missed ship's sailing

DISCIPLINE
1. Continues to fully agree with philosophy and policies as originally laid out, and acts accordingly.
2. Has adapted well to the policies and rarely fails to abide accordingly.
3. Has indicated understanding and agreement, but occasionally fails to abide accordingly.
4. Has often failed to abide to the policies, but has tried to improve.
5. Has often failed to abide to the policies and has inadvertently caused others to fail.
6. Has consistently failed to abide to the policies and has incited others to do likewise.

INTEGRITY
1. Has been entirely trustworthy and dependable.
2. Has been generally trustworthy and dependable.
3. Has had occasional lapses of dependability and / or truthfulness. (circle or cross out as appropriate)
4. Has had frequent lapses of dependability and / or truthfulness. (circle or cross out as appropriate)
5. Has proven to be untrustworthy and / or undependable. (circle or cross out as appropriate)
6. Has incited others to be untrustworthy and / or undependable. (circle or cross out as appropriate)

RESPONSIBILITY
1. Completely responsible beyond the current position's requirements.
2. Completely responsible according to the current position's requirements.
3. Has rarely failed to fulfil responsibilities.
4. Generally reliable, but occasionally fails to fulfil responsibilities.
5. Frequently fails to fulfil responsibilities.
6. Has failed to be responsible and has caused others to fail in their responsibilities.

HEALTH
1. Maintains a healthy lifestyle and has the physical strength for all duties.
2. Generally leads a healthy lifestyle.
3. Leads a healthy lifestyle, but has health problems and requires medical attention.
4. Leads a generally unhealthy lifestyle.
5. Leads an unhealthy lifestyle and / or is unfit for duty. (circle or cross out as appropriate)

PERSONAL APPEARANCE
1. Always demonstrates a dignified - professional presentation in manner and appearance.
2. Generally demonstrates a dignified - professional presentation in manner and appearance.
3. Generally neat and professional, but occasionally appears less so.
4. Frequently fails to present a neat and professional appearance, but accepts positive criticism.
5. Generally sloppy and shows no real sign of potential improvement. (circle or cross out as appropriate)

Crew person ____________________________ Department Head ____________________________ Master ____________________________

Date: ____________________________
Copies handed: ____________________________

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Employee Evaluation

Completed By:
☐ Self  ☐ Captain

OVERALL ASSESSMENT
1  A great asset to the ship. Suitable for advancement anytime. (circle or cross out as appropriate)
2  A good crew person that works well; to be considered for advancement with more experience.
3  A good crew person that shows signs of continued improvement. (circle or cross out as appropriate)
4  A good crew person that works well.
5  A good crew person that works well, but has lapses in some aspects of overall activity.
6  A good crew person that works well, but has failed to perform according to ship's policies.
7  A crew person whose continues employment requires immediate improvement of activity.
8  A crew person who is not suitable for continues employment.

WMG

This section is filled in on a scale from one (1) to ten (10): One = as bad as possible and Ten = as good as possible. Include additional notes as appropriate to assure the correct essence of opinion.

CROSS REFERENCE EVALUATION

<table>
<thead>
<tr>
<th>Ability</th>
<th>Conduct</th>
<th>Compatibility</th>
<th>Diligence</th>
<th>Time Keeping</th>
<th>Discipline</th>
<th>Integrity</th>
<th>Responsibility</th>
<th>Health</th>
<th>Personal Appearance</th>
<th>Overall Assessment</th>
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</tbody>
</table>

NOTES AND COMMENTS

Crew person

Department Head

Master

Date: __________________________

Copies handed: __________________________

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It is very helpful to crew scheduling to layout a two week plan so all crew have a sense of order
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<thead>
<tr>
<th>DAY</th>
<th>Monday</th>
<th>Tuesday</th>
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<td>05.Dec.05</td>
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<td>1900</td>
<td>1900</td>
<td>1900</td>
<td>1900</td>
<td>1900</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Capt. Jack</td>
<td>Onboard</td>
<td>Onboard</td>
<td>Onboard</td>
<td>Onboard</td>
<td>Holland</td>
<td>Holland</td>
<td>Holland</td>
</tr>
<tr>
<td>CREW</td>
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<td>0715-1800-d</td>
<td>0730-1700</td>
<td>0715-end</td>
<td>In-service</td>
<td>In-service</td>
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<tr>
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<tr>
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<td>In-service</td>
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<td>0830-1700</td>
<td>0830-end</td>
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<tr>
<td>13</td>
<td>Terri</td>
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<tr>
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<td>0900-end</td>
<td>In-service</td>
<td>In-service</td>
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*Watch’s are not traded without prior permission by the captain.*

<table>
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<tr>
<td>Capt. Jack</td>
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<td>Holland</td>
<td>Holland</td>
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<tr>
<td>11</td>
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<td>In-service end</td>
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<td>Janice</td>
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<td>In-service</td>
<td>In-service</td>
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<td>0815-end-I</td>
<td>0800-1200</td>
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<tr>
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<td>0800-1200</td>
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<tr>
<td>16</td>
<td>Chef Patrick</td>
<td>In-service</td>
<td>In-service</td>
<td>In-service</td>
<td>In-service</td>
<td>0900-end</td>
<td>0900-1300</td>
</tr>
</tbody>
</table>
This is an example end employment letter to ensure full agreement on the termination conditions prior to the crew member disembarking.
End of Employment Letter for ________________

I will received full remuneration to the following in payment by wire transfer on the 28\textsuperscript{th} of February 2006 and so sign this letter in good faith.

Based on 2700.usd prorated by 30 days = 90.usd per day

February employment period Feb 1\textsuperscript{st} to the 12\textsuperscript{th}: 1,080.usd
Vacation owed (22 days): 1,980.usd
Total to be wired: 3,060.usd

Vacation based on 2.5 days per month x 8.5 months of employ = 22 days

My repatriation has been arranged by the vessel, and I take responsibility to travel accordingly.

I will not pursue Sample Company Limited, Captain John Doe, any officer of the owning company, the principal shareholder of the owning company or any officer of WMG or its subsidiaries for any reason in the future. I have been treated fairly in all matters.

Further, I will not disclose the identity of the owner / principal shareholder to anyone for any reason.

_______________________     __________________
Sample Crew Name                    DATE

__________________
Master

Sample Company Ltd.
This is a useful spreadsheet to track crew salaries
### 230ft Yacht

<table>
<thead>
<tr>
<th>Position</th>
<th>Date Hired</th>
<th>Years In Rating</th>
<th>Hire Date</th>
<th>Total Yrs o/b</th>
<th>Aug-07 Pay Scale</th>
<th>Industry Average</th>
<th>Names</th>
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</thead>
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<td>25-Mar-05</td>
<td>3.0</td>
<td>2.0</td>
<td>0.7</td>
<td>0.00</td>
<td>0.00</td>
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<td>2 Chf. Engineer</td>
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<td>7.0</td>
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<tr>
<td>3 2nd Engineer</td>
<td>20-Nov-05</td>
<td>5.0</td>
<td>2.0</td>
<td>0.5</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>4 (1) 1st Officer</td>
<td>14-Dec-05</td>
<td>5.0</td>
<td>2.0</td>
<td>0.3</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>5 (2) 2nd Mate</td>
<td>01-Mar-06</td>
<td>3.0</td>
<td>1.0</td>
<td>0.01</td>
<td>0.00</td>
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<td></td>
</tr>
<tr>
<td>6 (3) Boson</td>
<td>8-Sep-04</td>
<td>1.0</td>
<td>1.0</td>
<td>1.5</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>7 (4) Deckhand</td>
<td>7-Sep-04</td>
<td>5.0</td>
<td>3.0</td>
<td>1.5</td>
<td>0.00</td>
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</tr>
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<td>8 (5) Deckhand</td>
<td>25-Apr-05</td>
<td>3.0</td>
<td>2.0</td>
<td>0.8</td>
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<tr>
<td>9 (6) Extra DH spare</td>
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<td>0.0</td>
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<tr>
<td>10 (7) Asst Eng / DH</td>
<td>13-Jun-05</td>
<td>1.0</td>
<td>1.0</td>
<td>0.8</td>
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<td></td>
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<tr>
<td>11 (1) Chief Stew</td>
<td>26-Aug-05</td>
<td>0.2</td>
<td>0.0</td>
<td>0.6</td>
<td>0.00</td>
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<tr>
<td>12 (2) Stew</td>
<td>25-Jul-05</td>
<td>3.0</td>
<td>1.0</td>
<td>0.05</td>
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<tr>
<td>13 (3) Stew</td>
<td>20-Nov-05</td>
<td>4.0</td>
<td>3.0</td>
<td>0.4</td>
<td>0.00</td>
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</tr>
<tr>
<td>14 (4) Stew</td>
<td>4-Sep-04</td>
<td>1.5</td>
<td>1.0</td>
<td>1.5</td>
<td>0.00</td>
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<tr>
<td>15 (5) stew/cook</td>
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<tr>
<td>16 (6) Food/Bev Mng</td>
<td>11-Mar-06</td>
<td>6.0</td>
<td>5.0</td>
<td>0.05</td>
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<tr>
<td>17 Chef</td>
<td>10.0</td>
<td>1.0</td>
<td>0.0</td>
<td>0.3</td>
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</table>

**Industry Average for EXPERIENCED* Crew**

Note: * EXPERIENCED refers to minimum time in stated position

Note: Average for 60m to 75m yachts. Lower level crew are paid less on larger yachts because of:
1. less responsibility;
2. less experience;
3. management structure and guidance

Note: "*"
* EXPERIENCED refers to minimum time in stated position
1: Lower level (stew / deck / asst eng): 2 years in position;
2: Department Chiefs: 3 years in position
3: Captains: 5 years in position / active grade - same size

Note: Experienced also indicates appropriately certified for position
This is the MCA’s Guidance Note on crew agreements for U.K. yachts
Approval of Crew Agreements – Yachts

Notice to all Owners/Agents of Privately Operated Yachts with Paid Crew, Owners/Agents of All Commercially Operated Yachts and Masters and Seafarers serving on such vessels

Summary

This Note gives advice on the Crew Agreement requirements for private pleasure yachts and commercially operated yachts, including motor yachts.

1. Section 25(1) of the Merchant Shipping Act 1995 provides that, unless specifically exempted from the requirement, an agreement in writing (a “crew agreement”) “shall be made between each person employed as a seaman in a UK ship and the person(s) employing him and shall be signed both by him and by or on behalf of them”. Regulation 4(1) of the Merchant Shipping (Crew Agreements, Lists of Crew and Discharge of Seamen) Regulations 1991 provides that the requirement to have a crew agreement shall not apply to pleasure yachts engaged on coastal voyages or engaged on any other voyage provided that not more than 4 members of the crew receive wages for their employment. In this context “Coastal” means a voyage between places in the British Islands (including the Republic of Ireland) or from and returning to such a place during which, in either case, no call is made at any place outside of those islands.

2. In summary, a crew agreement is required to cover those employed on a yacht unless specifically exempted. Section 25(3) of the Merchant Shipping Act 1995 provides that the provisions and form of a crew agreement must be of a kind approved by the Secretary of State, in practice the Maritime and Coastguard Agency (the Agency), and different provisions and forms may be so approved for different circumstances.

3. The Agency, in consultation with the yachting industry, has produced a minimum standard agreement for yachts, which takes account of the fact that many UK registered yachts do not operate to/from UK ports. The crew agreement is available from Marine Offices in the UK or the MCA distributors – iForce (Details at Annex 6). The standard agreement is regarded as an approved agreement and subject to the comments in Paragraphs 9 and 12 below may be used without individual submission to the Agency for approval provided that it is not modified in any way by those who use it.

4. Employers who wish to use agreements other than the standard form, including indefinite agreements, or who wish to use modified versions of the standard form will be required to submit them to the Agency for approval not less than 14 days before the agreement is to be used. Approval will not be given to such agreements unless they comply with ILO Convention 22 (Seamen’s Articles of Agreement). In addition, the terms of employment must not conflict with the general law of the United Kingdom nor place the UK in breach of its international obligations (e.g. ILO Convention 87 (Freedom of Association and Protection of the Right to Organise)). Where the terms of an existing agreement are to be modified following agreement between the employer and a seafarers’ organisation it will still be necessary
to notify the change to the Agency to ensure that the new agreement does not conflict with any of the criteria outlined above. All crew agreements must be in the form prescribed for the standard agreement (see Paragraph 6 below) and contain contractual provisions dealing with the matters set out in Paragraph 7 of this Notice. In considering requests for approval of non-standard or indefinite agreements the Agency will have regard to the need to ensure that the seafarers are as adequately protected under these agreements as they would be under the standard form of agreement. Before approving a non-standard agreement the Agency will wish to know the views of any organisation representing the seafarers concerned on the proposed agreement or modification.

The Secretary of State may grant exemptions from the requirement to have a crew agreement where he is satisfied that the seafarers to be employed otherwise than under a crew agreement will be adequately protected.

5. Non-standard agreements, indefinite agreements, modifications to standard agreements or applications for an exemption from the requirement to have a crew agreement should be submitted for approval direct to MSPP 3 C, Seafarer Health & Safety Branch, Maritime & Coastguard Agency, Spring Place, 105 Commercial Road, Southampton, SO15 1EG

CONDITIONS AND PROCEDURES APPLYING TO ALL CREW AGREEMENTS

Form of Agreement

6. By the form of agreement is meant its size, shape, layout and provision for information, as distinct from the contractual clauses.

Note – Although the MCA provides crew agreement documentation, there is nothing to prevent owners producing their own versions of the crew agreements, lists of crew and lists of persons under 18, providing they replicate exactly the information on the Agency’s versions. Computer generated versions of the forms are acceptable provided they are printed out, prior to signing, and are sent in printed form to the Registry of Shipping and Seamen. Copies of the outer cover, contractual clauses and lists of crew etc. are to be placed on the MCA Website at www.mcagency.org.uk to facilitate owners, companies or masters downloading the most up to date documentation as and when they need it.

Outer Cover – ALC 1

An outer protective cover of sufficient size to protect the crew agreement and associated documentation should be provided.

Particulars on the Front of Outer Cover

The front of the outer cover should contain sufficient information to enable the ship and its owners to be easily identified; and for provision to be made for recording the dates and places of the commencement and termination of the agreement. The front of the outer cover will accordingly provide for the following information to be recorded:

- name of the ship, port of registry and official number;
- description of the ship, e.g. motor yacht, sailing yacht; cruiser etc.
- register (net) tonnage;
- name and address of registered owner or manager;
- dates and places of commencement and termination of the agreement.

Provision should be made on the inside of the Outer Cover for entries by superintendents and proper officers.

A specimen of an outer cover (ALC 1) in A4 format is at Annex 1.

Incorporation of Contractual Provisions

The contractual provisions should be enclosed in the outer cover and attached to it. Provision should be made for the signature of the employer or master.

A specimen of the contractual provisions in A4 format is at Annex 2.

Incorporation of List of Crew – ALC 1 (a), & (b)

In accordance with regulations made under Section 78 of the 1995 Act the list of the crew may be enclosed in the outer cover. In addition to the particulars of the seafarers required by regulations made under Section 78 it contains
provision for the insertion of rates of pay, and for the signatures of the seafarers as parties to the agreement.

Specimens of the List of Crew [ALC 1(a) & ALC 1(b)] in A4 format are at Annex 3.

Rates of pay

The entry for each seafarer in the list of crew must indicate the rate of pay at which he is serving at the time of engagement. If more convenient, Company pay scales, or individual agreements with seafarers, from which this may be determined may be annexed to the agreement but the entry “As agreed” is not acceptable.

List of young persons

In accordance with Section 55 of the Merchant Shipping Act 1995, and the Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Employment of Young Persons) Regulations 1998, a summary of the provisions of the regulations and a list of young persons under the age of 18 is required to be included in every crew agreement. Provision should be made for such a list. The summary is contained in form ALC 1(c) Rev 10/98 which supersedes previous versions of this form.

A specimen of ALC 1(c) in A4 format is at Annex 4.

Contractual provisions

7. The Agency will expect a crew agreement to contain contractual provisions governing the following matters:

- the persons between whom the agreement is made;
- the description of the voyage or voyages to which the agreement relates and their geographical limits and/or the duration of the employment;
- the capacity in which each seafarer is to be employed;
- the pay, hours, leave and subsistence;
- the other rights and duties of the parties to the agreement;
- the terms under which either of the parties may give notice to terminate the agreement;
- the circumstances in which, notwithstanding the provisions governing the giving of notice, the agreement may be terminated by either of the parties

8. The provisions of the standard agreement cover the matters set out in Paragraph 7 of this notice. These provisions would be regarded as approved provisions and subject to the comments in Paragraphs 9 and 12 may be used without seeking prior approval from the Agency. The use of a standard agreement does not preclude the employer and the seafarer entering into a separate contract of employment, covering matters such as discipline, holiday entitlement etc., providing such contract does not conflict with the requirements of the crew agreement. The provisions of the standard agreement are set out in Annex 2 to this notice.

9. The clauses dealing with the duration and scope of the voyage and the rate of wages require the insertion of further particulars before they are complete. Subject to the limitations set out in Paragraph 12 of this Notice the particulars agreed between the two parties may, without a specific request for approval, be inserted within the approved provisions.

Opening a Crew Agreement

10. A crew agreement comprises the outer cover – ALC 1; list of crew ALC 1(a); List of persons exempted from the requirement to sign a crew agreement – ALC 1(b); list of young persons – ALC 1(c); and contractual clauses ALC (YT) 1(d). To open the crew agreement the employer or Master completes and signs the contractual clauses – ALC (YT) 1(d). These are then placed in the outer cover – ALC 1 together with blank sheets of ALC 1(a), ALC 1(b) and ALC 1(c). As each crew member signs on he should read the contractual clauses and if he agrees to sign on his details should be fully entered on the List of Crew – ALC 1(a), which he should then sign. If the crew member is under 18 his name should also be entered on the List of Young Persons – ALC 1(c). The list of exempted persons – ALC 1(b) is for signature by those not required to sign the crew agreement. Often this is the Master if he has signed the crew agreement on behalf of the owner, and it also covers any supernumeraries such as contractors etc. engaged on work on-board the yacht whilst it
is at sea. In addition to the above a copy of the crew agreement must be displayed for the crew to refer to at any time. Form ALC 6 is available for this purpose.

A specimen of ALC 6 in A4 format is at Annex 5.

11. Changes to the crew list as the result of seafarer leaving or joining the vessel must be notified to the employers/managers/owners by the most expeditious means as they are required to maintain ashore in the UK an up to date list of all crew currently on the vessel. MGN 111 refers to this requirement.

CONDITIONS AND PROCEDURES FOR STANDARD AGREEMENT

Limitation on Use of Voyage Clauses

12. The voyage clauses approved for use in the standard agreement may leave open for agreement between the parties the details of the voyage or the duration of the agreements. These provisions may only be used as approved when taken with the notice clauses to provide for employment for a maximum of 12 months. This period is subject to any additional period provided for in the associated notice clauses. The geographical limitations of a voyage clause should be clearly stated when the clause is completed and used.

Submission of Crew Agreements and Lists of Crew

13. The crew agreement and list of crew together with the Official Log Book for the same period must be forwarded to a superintendent or proper officer within 3 days of the expiry of the agreement. If the vessel closes an Agreement at a port outside the United Kingdom which does not have a resident British Consul the documents should be sent to The Registrar General of Shipping and Seamen, Anchor House, Cheviot Close, Parc Ty Glas, Llanishen, Cardiff, CF14 5JA.

CONDITIONS AND PROCEDURES FOR INDEFINITE CREW AGREEMENTS ONLY

14. The concept of fixed term crew agreements embodies certain features, which impose conditions in addition to those listed in Paragraph 7. Wages are due only on discharge or termination of the agreement and any earlier payments are considered to be advances; similarly there is no requirement for leave to be allowed and the circumstances in which a seafarer or employer can give notice are related to the location of the vessel. It would be inappropriate to apply these conditions to agreements which are to run indefinitely and so in addition to the requirements of Paragraph 7, such agreements must state:

- the intervals at which wages are to be paid;
- the method of calculating leave entitlement;
- the maximum period that a seafarer can be required to remain on board between leave periods (in many cases a copy of the duty rosters will be sufficient);
- the notice required from each party to terminate a seafarer’s employment under the agreement which should be not less favourable than the provisions of Section 49 of the Employment Protection (Consolidation) Act 1978 except in the following cases:
  (a) by mutual consent;
  (b) if medical evidence indicates that a seafarer is incapable of continuing to perform his duties by reason of illness or injury;
  (c) if, in the opinion of the Master, the continued employment of the seafarer would be likely to endanger the ship or any person on board;
  (d) if a seafarer, having been notified of the time the vessel is due to sail, is absent without leave at the time fixed for sailing and the vessel proceeds to sea without him or if substitutes have been engaged. Substitutes shall not, however, be engaged on a crew agreement more than 2 hours before the time fixed for sailing.

Submission of Crew Agreements and Lists of Crew

15. The crew agreement and list of crew together with the Official Log Book for the same period must be forwarded to a superintendent or proper officer within 3 days of the expiry of
the agreement. If the vessel closes an Agreement at a port outside the United Kingdom which does not have a resident British Consul the documents may be sent by letter post only to The Registrar General of Shipping and Seamen.

Crew Lists on Demand

16. In order that the Agency can have up to date information on the composition of the crews of vessels, the Registrar General of Shipping and Seamen is empowered to demand a list of crew at any given date and this must be supplied within 28 days. These checks will be made on a random basis or whenever there is cause to question the composition of the crew of a particular vessel

Repatriation

17. The provisions of the Merchant Shipping (Repatriation) Regulations 1979 apply to paid crew employed on UK registered yachts and require the employer to repatriate and/or maintain crew in accordance with those regulations. In those cases where such action is not taken by the employer, UK Consuls are able to take the necessary steps, at the employers expense.

16. Further information on crew agreement requirements for yachts can be obtained from MSPP3C, Seafarer Health & Safety Branch, Maritime & Coastguard Agency, Spring Place, 105 Commercial Road, Southampton, SO15 1EG.

Tel No. 02380 329246
Fax No. 02380 329251
MC 23/1/0248
May 2000
The form and provisions of this agreement are approved by the Maritime and Coastguard Agency under Section 25(3) of the Merchant Shipping Act 1995.

If the form and provisions of this agreement are amended or clauses added without the prior approval of the Maritime and Coastguard Agency it will not be regarded as approved under the said section of the Act.

<table>
<thead>
<tr>
<th>Name of ship:</th>
<th>Port of registry</th>
<th>Official number</th>
<th>Gross tonnage</th>
<th>Nett tonnage</th>
<th>Kilowatts</th>
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<tr>
<td>*M/V</td>
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<tr>
<td>*S/S</td>
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</table>

(*Delete whichever is inappropriate)

<table>
<thead>
<tr>
<th>Name and address of registered owner</th>
<th>Description of the ship (e.g. whether passenger ship, tanker, ferry, general cargo, bulk carrier)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date and place of commencement of agreement and list of crew</th>
<th>Date and place of termination of agreement and list of crew</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date ______________________ place _____________________</td>
<td>Date ______________________ place _____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of master ______________________________________</th>
<th>Signature of master ____________________________________</th>
</tr>
</thead>
</table>

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**OFFICIAL USE**

Received by the superintendent/proper officer at the port of ____________________________ on: ____________________

An executive agency of DETR

---
CONTRACTUAL CLAUSES

THIS AGREEMENT is made between (here insert name and address of the employer)
...................................................................................................
...................................................................................................
..............................................(herein called ‘the employer’) and each of the seamen whose name is included in the list of crew incorporated in this Agreement

IT IS AGREED THAT

(i) the employer will employ each seaman and the seaman will serve in the capacity and at the rate of wages expressed against his name in the list of crew incorporated in this Agreement,

(ii) this Agreement shall be for a voyage or voyages within (geographical limits to be stated, e.g. near coastal, unlimited or by reference to geographical locations including latitude and longitude)

...........................................................................................
and is not to extend beyond the expiration of twelve months from the date of the first signature to this Agreement or the time at which the ship first arrives at the port of final destination (country to be stated, e.g. United Kingdom)

...........................................................................................
after that period;

(iii) after either

(a) one voyage has been completed by a seaman under this Agreement or

(b) seven days have elapsed since a seaman’s employment under this Agreement commenced;

either the seaman or the employer may give to the other notice (in writing or orally before a witness) to terminate the seaman’s employment under this Agreement such notice to take effect at a Port in

...........................................................................................(state country) and to be given not less than ....................................................hours/days* (exclusive of Saturdays Sundays and Public Holidays) either before the ship is due to arrive at that port or if the employment is to terminate at the port where the ship is when the notice is given before it is due to sail.

(iv) In relation to an individual seaman this Agreement may be terminated:-

(a) by mutual consent;

(b) if medical evidence indicates that a seaman is incapable of continuing to perform his duties by reason of illness or injury;

(c) by appropriate notice in accordance with the provisions of this Agreement;

(d) if a seaman is absent without leave at a time for sailing;


*delete as appropriate

(e) if in the opinion of the master the continued employment of the seaman would be likely to endanger the vessel or any person on board

(v) the employer agrees that if a seaman shows to the satisfaction of the master or the employer that he can obtain the command of a ship or an appointment as mate or engineer or to any post of higher grade than he actually holds, or that any other circumstance has arisen since his engagement which renders it essential to his interests that he should be permitted to take his discharge he may claim his discharge provided that without increased expense to the employer and to the satisfaction of the employer or his agent he furnishes a competent and reliable man in his place. In such case the seaman shall be entitled to his wages up to the time of leaving his employment;

(vi) insert any further provisions about pay and any provision about hours of work, leave and subsistence unless this is specified in separate contract(s) of employment with the seaman/seamen concerned.

Note:- Only clauses for which the employer has the approval of the Maritime and Coastguard Agency may be included as contractual clauses except for those in (vi) above relating to pay, hours of work, leave and subsistence provided they comply fully with the requirements of current Merchant Shipping Legislation, or Merchant Shipping Notices in respect of those matters.

Signature of employer, master or any other person authorised by the employer.
...................................................................................................
Date...........................................................................................
Place ..........................................................................................
# List of Crew and Signatures of Seamen Who Are Parties to the Crew Agreement

<table>
<thead>
<tr>
<th>Reference No.</th>
<th>Name of Seaman (Block Letters)</th>
<th>Discharge Book No. (if any), or date and Place of Birth</th>
<th>Name of Ship in which last employed*</th>
<th>(a) Address of Seaman</th>
<th>Rate of Wages</th>
<th>Date of commencement of employment on board</th>
<th>(a) Signature of Seaman on engagement</th>
<th>(b) Signature of Seaman on discharge or if not discharged, the reason for being left behind, if known</th>
<th>(c) Signature of person before whom the Seaman is discharged</th>
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<td>(a)</td>
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<td>(c)</td>
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## Certificates of Competency and or Service Held by Seamen Listed Above

<table>
<thead>
<tr>
<th>Ref No. (As above)</th>
<th>Capacity in which employed</th>
<th>No. of Certificate of Competency</th>
<th>Describe in Full Certificate of Competency and or Service Held Including All Endorsements <em>E.g. Restrictions, Dangerous Cargo Endorsements.</em></th>
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* If more than 12 months before commencing this employment, also give year of discharge

● Please state if none held
# List of Crew Relating to Seamen Exempted Under Section 25(5) of the Merchant Shipping Act, 1995 from the Requirement to Sign a Crew Agreement

<table>
<thead>
<tr>
<th>Reference No.</th>
<th>Name of Seaman (Block Letters)</th>
<th>(a) Address of Seaman</th>
<th>Capacity in which employed</th>
<th>Date of commencement of employment on board</th>
<th>(a) Signature of Seaman on Discharge or if not Discharged, the reason for being left behind, if known</th>
<th>(b) Signature of person before whom the Seaman is Discharged</th>
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* If more than 12 months before commencing this employment, also give year of discharge

(This Summary is required to be included in every crew agreement by regulation 9(2))

No person under school leaving age may be employed in any ship.

Where young persons under the age of 18 are employed in a ship, appropriate measures shall be taken to protect them from the risks to their health and safety which are a consequence of their lack of experience, absence of awareness of existing or potential risks, or lack of maturity.

Young persons under the age of 18 may not begin work, unless –

- an assessment has been carried out of the risks to their health and safety as a result of their inexperience, absence of awareness of risks, or lack of maturity.
- the young persons have been informed of the findings of that assessment, and appropriate measures taken for their protection.

Young persons shall not be employed in work which is objectively beyond their physical or psychological capacity or otherwise involves exposure to the risks identified in the Schedule to the Regulations, unless that work is –

- indispensable for their vocational training; and
- is performed under the supervision of a competent person.

Young persons shall be provided with

- a rest period of 12 hours in every 24 hour period;
- a rest period of 2 days in every week;
- where daily working time is more than four and a half hours, a rest period of 30 minutes;

except where the young person is working –

- under a schedule of duties complying with regulation 9 of the Merchant Shipping (Safe Manning, Hours of Work and Watchkeeping) Regulations 1997, or
- under another relevant agreement; or
- on a fishing vessel;

in which case they shall be allowed compensatory rest time and measures shall be taken to ensure that there is no risk to their health and safety.

Young persons shall be entitled to a free assessment of their health and capacities before starting work in a ship, and to free monitoring of their health, where the risk assessment identifies a significant risk to their health or where they are regularly required to work at night, for as long as they are exposed to that risk.

Young persons shall not be employed in any capacity unless the Master is in possession of a Medical Certificate issued by a duly qualified medical practitioner certifying that person is fit to be employed in that capacity. In cases of urgency a proper officer may authorise a young person to be employed without a certificate up to but not beyond the first port of call where there is a duly qualified medical practitioner.

The agreement with the crew must contain a list of all members of the crew under 18 years of age with the dates of birth and dates on which they became employed in the ship.
# LIST OF YOUNG PERSONS

<table>
<thead>
<tr>
<th>Reference No. in list of crew</th>
<th>Surname and other names in full</th>
<th>Date of Birth</th>
<th>Place of Birth</th>
<th>Capacity</th>
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ENTRIES BY SUPERINTENDENTS AND PROPER OFFICERS
## Copy of Crew Agreement

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
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<tbody>
<tr>
<td>Name of ship</td>
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<tr>
<td>Port of registry</td>
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<tr>
<td>Official number</td>
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<tr>
<td>Register (net) tonnage or in case of a fishing vessel its registered length</td>
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<tr>
<td>Name and address of registered owner</td>
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<tr>
<td><strong>Place and date of commencement of agreement</strong></td>
<td>date:</td>
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<td>place:</td>
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</table>

Attach here the contractual clauses

(ALC 1 (d), ALC(FSG) 1(d) or ALC(NFD) 1(d))
Obtaining Copies of Crew Agreement Documentation from iForce (formerly Eros Marketing Support Services)

Copies of crew agreement documentation can be obtained from “iForce” at the following address:

iForce
Unit B
Imber Court Business Park
Orchard Lane
East Molesey
KT8 9BZ

Tel: +44 (0)20 8957 5028
Fax: +44 (0)20 8957 5012

To assist in the prompt supply of such documentation, orders should quote the form number and title of the forms as follows:

ALC1          Crew Agreement and List of Crew – Outer Cover – *(supplied as single folders – A3 size approx)*

ALC(YT) 1(d)  Contractual Clauses – Yachts – *(supplied as single sheets)*

ALC 1(a)      List of Crew and Signatures of Seamen Who are Parties to the Crew Agreement – *(supplied as pads of 50 sheets – each covering 9 persons – A3 size approx)*

ALC 1(b)      List of Crew Relating to Seamen Exempted Under Section 25(5) of the Merchant Shipping Act, 1995 from the Requirement to Sign a Crew Agreement – *(supplied as pads of 50 sheets – each covering 15 persons – A3 size approx)*

ALC 1(c)      List of Young Persons – *(supplied as pads of 50 sheets – each sheet covering 14 persons – A3 size approx)*

ALC6          Copy of Crew Agreement – *(supplied as single sheets – A3 size approx)*