

**SEAFARER EMPLOYMENT AGREEMENT (“SEA”)**

“ \_\_\_\_\_ ” Official No \_\_\_\_\_ (the “Yacht”)

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**1. This agreement is made between:**

**Seafarers name  
DOB  
Place of birth  
Passport number  
(the “Seafarer”)**

**&**

**Company name  
Address  
(the “Shipowner”)**

2. Capacity in which Seafarer is to be employed

The capacity in which the Seafarer is employed is .....

3. Period of Employment

The Seafarer will be employed without time limit until such time as the agreement is terminated by either party in accordance with this agreement.

4. Place of work

The seafarer's place of work will be on the Yacht.

5. Hours of Work and Wages

5.1. The Seafarer's hours of work will be arranged such as to ensure that you receive 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.

5.2. The Seafarer's working schedule will be directed by the Head of Department or by the Captain. During busy periods the Seafarer may be required to work seven days a week. The Seafarer's Head of Department and Captain will endeavour to arrange the working schedule to allow sufficient rest periods to avoid fatigue.

5.3. Merchant Shipping Regulations require the Captain or a person authorised by the Captain to maintain a record of the Seafarer's daily hours of rest. The records should be kept in English and the working language of the Yacht if that is not English.

5.4. The records of the Seafarer's hours of rest are required to be endorsed by the Captain or a person authorised by the Captain, and by the Seafarer, and a copy of the record as endorsed will be presented to the Seafarer.

5.5. The Seafarer will have the right to report a claim of insufficient rest to the Captain, Employer and/or Manager.

5.6. The Seafarer may be required, at the absolute discretion of the Captain, to work additional hours during an emergency affecting the safety of the Yacht, its passengers, crew or the marine environment or to give assistance to other ships 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 Seafarer will be provided subsequently with compensatory rest periods by Head of Department or Captain.

The wages on commencement will be ..... EUR/USD per month payable by bank transfer on or around the last day of each month.

A bonus equivalent to one month's salary will be made after each completed period of 12-month continuous employment if notice of termination/ resignation has not been issued by either party. Payment will not be pro rata for periods less than 12 months.

The Seafarer will be responsible for all statutory deductions due from the payment of wages.

Where a Seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, wages and other entitlements under the seafarers' employment agreement, relevant collective bargaining agreement or applicable national laws, including the remittance of any allotments as provided in paragraph 4 of this Standard, shall continue to be paid during the entire period of captivity and until the Seafarer is released and duly repatriated, or, where the Seafarer dies while in captivity, until the date of death as determined in accordance with applicable national laws or regulations.

For the purpose of this paragraph:

a) *piracy* shall have the same meaning as in the United Nations Convention on the Law of the Sea, 1982;

b) *armed robbery against ships* means any illegal act of violence or detention or any act of depredation, or threat thereof, other than an act of piracy, committed for private ends and directed against a ship or against persons or property on board such a ship, within a State's internal waters, archipelagic waters and territorial sea, or any act of inciting or of intentionally facilitating an act described above.

#### 6. Paid annual leave

The Seafarer is entitled to take 3.5 days paid annual leave in each month of employment, to include 12 Gibraltar public holidays in each year. The Seafarer will be paid normal basic remuneration during such leave. 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.

#### 7. Probation Period

The Seafarer's probation period shall be a period of three months following the date of commencement, during which time 7 days' notice is required to be given by either party.

## 8. Notice of Termination of Employment

Following the probation period, the length of notice which the Seafarer is obliged to give to terminate employment is 28 days.

The length of notice the Seafarer is entitled to receive from the Shipowner to terminate employment is 28 days.

Seafarer's employment agreements shall continue to have effect while a Seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it.

For the purpose of this paragraph:

a) *piracy* shall have the same meaning as in the United Nations Convention on the Law of the Sea, 1982.

b) *armed robbery against ships* means any illegal act of violence or detention or any act of depredation, or threat thereof, other than an act of piracy, committed for private ends and directed against a ship or against persons or property on board such a ship, within a State's internal waters, archipelagic waters and territorial sea, or any act of inciting or of intentionally facilitating an act described above.

### 8.1 Termination of Employment at shorter notice periods or without notice.

This agreement may be terminated at shorter notice or without notice under circumstances agreed in an applicable collective agreement or:

- a. if the Seafarer, the Shipowner or Shipowner's representative agrees that a shorter or no notice period is acceptable;
- b. in the case of the Seafarer's misconduct;
- c. when the Seafarer needs to terminate the agreement for compassionate or other urgent reasons, this shall be without penalty.

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.

## 9. Health and Social Security Benefits

If the Seafarer is on a voyage and becomes sick or injured, the seafarer will be paid normal basic remuneration as stated or calculated within this agreement until the Seafarer has been repatriated in accordance with section 10 below.

After the Seafarer has been repatriated, the Seafarer will be paid normal basic remuneration up to a minimum of 16 weeks or until recovery, if earlier.

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.

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 lodging away from home until recovery or until the sickness or incapacity has been declared of a permanent character, subject to a minimum 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. In the event of the Seafarer's death or long-term disability due to an occupational injury, illness or hazard occurring from the date on which the Seafarer leaves home to join the vessel to the date on which the Seafarer is duly repatriated, the Seafarer will be entitled to compensation, the levels of which are in Appendix 1.

In the event of the Seafarer's death the Shipowner will also meet the cost of burial expenses or cremation and the return of property left on board to the Seafarer's next of kin or nominated beneficiary.

## 10. Repatriation

The Seafarer will be entitled to repatriation at the Shipowner's expense:

- a. when this agreement expires;
- b. when this agreement is terminated;
- c. in the event of illness, injury, or other medical condition the Seafarer requires repatriation, (where medically fit to do so);
- d. the ship is proceeding to a Warlike Operations Area/ war zone and the Seafarer does not consent to go;
- e. in the event of termination or interruption of employment in accordance with an industrial award of collective agreement;
- f. in the event of shipwreck;
- g. in the event of the Shipowner not being able to continue to fulfil their legal or contractual obligations as an employer of Seafarers by reason of insolvency, sale of the ship or change in ships registration; and
- h. the maximum period of service on board following which the Seafarer is entitled to repatriation will always be less than 12 months.

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 the agreement.

The agreed repatriation destination is.....

The Regulation 19 of the Gibraltar Merchant Shipping (Maritime Labour Convention) Regulations 2012 on repatriation shall be made available to the Seafarer on board the ship.

## 11. Applicable Associated agreement

The Seafarer's employment will also be subject to the Non-Disclosure Agreement or other agreements made between the Shipowner and the Seafarer from time to time.

## 12. Shipowners Complaint Procedure

If the Seafarer has a complaint regarding employment, the Seafarer should follow the Shipowners on board complaint procedure. The procedure will be made available to the Seafarer, if requested, before signing this agreement. The Shipowner's complaint procedure will also be provided to the Seafarer on board the ship.

### 13. Disciplinary Rules and Procedures

The disciplinary rules applicable to the Seafarer shall meet the standards set out in the Code of Conduct for the Merchant Navy or, if the Seafarer's employment is covered by an applicable collective agreement, the disciplinary rules contained therein. The disciplinary rules which are applicable to the Seafarer's employment will be made available, if requested, before signing this agreement.

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.

Signed.....

Seafarer

Date.....

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.

Signed.....

Shipowner or Shipowner's Representative

This Agreement is entered into on board \_\_\_\_\_ on the \_\_\_\_\_ (the "Commencement Date of Employment")



## APPENDIX 1

### GENERAL TERMS AND CONDITIONS OF EMPLOYMENT FOR COMMERCIAL YACHT CREW

The following Terms and Conditions of Employment are in conjunction with the SEA and take effect subject to the Gibraltar Flag (“Flag State”) law. Should any provision fail to meet the requirements of to the Gibraltar Flag law it will be modified to the minimum extent required to achieve compliance but no more.

If any of the clauses conflict with those contained within the SEA, those in the SEA shall prevail.

#### 1) General

- a. You are employed in the capacity stated in your Seafarer Employment Agreement. Your duties on board the Yacht will be commensurate with the position to which you are appointed.
- b. 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 near first-class condition as befits a luxury charter yacht, consistent with usage and weather, for the enjoyment of the Shipowner and all guests, passengers and others on board. You will help ensure that all services, amenities and other facilities provided to the Shipowner and all guests, passengers and others on board are of the highest standard.
- c. Your original statutory and regulatory certification must be retained on board whenever serving on board the Yacht. You must also retain on board your copy of your SEA together with your copy of any terms and conditions of employment incorporated into it and make all of these available for inspection when required by port state and/or other regulatory authorities.
- d. You are obliged to have a valid passport and working visa if applicable at all times. Your original passport and any working visa must be retained on board whenever serving on board the Yacht.
- e. It is your responsibility, at your expense, to maintain all your statutory and regulatory certification required to perform your contracted position onboard, including (but not limited to) any STCW revalidation courses required as per your issuing authority of your certification.
- f. As and when required by the Shipowner you will attend and apply yourself diligently to training courses. The cost any such course will be covered by the Shipowner.
- g. During your employment you will not, without the prior written authority of the Shipowner (which it is at full liberty to withhold without giving reasons), undertake any work of any kind, whether paid or unpaid, for any other entity.
- h. You undertake to accept and abide by all reasonable and lawful instructions of the Shipowner and/or its representatives and in particular the full authority of the Master for 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 and to comply with all Shipowner rules and Standing Orders as in force from time to time.
- i. You will not, without the prior written authorisation of the Master (which the Master is at full liberty to withhold without giving reasons), bring any visitor on board the Yacht.
- j. Your normal place of work and accommodation will be on board the Yacht. 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 clothing and other effects in good condition on termination of your employment, fair wear and tear excepted.
- k. Uniform will be worn if and when required by the Shipowner and you will comply with any dress and/or appearance code implemented by the Shipowner from time to time.
- l. In the event that accommodation on board the Yacht is not possible, due to work, docking periods and other similar disturbances, alternate shore accommodation will be arranged by the Shipowner.

#### 2) Probation

- a. If a probationary period is specified in Section 7 of your SEA, your employment is initially probationary for approximately the stipulated period.
- b. At or about the end of the stipulated period you will be assessed for suitability for continuation of employment. The Shipowner might at that stage further extend probation.
- c. Probation ends only when it is specifically and unconditionally confirmed to you in writing that you have passed probation.
- d. Should your employment be terminated for whatever reason before your probation ends you will be paid only for the days you have worked on board the Yacht and for your Statutory Leave accrued up to the effective date of termination of your employment. Your Statutory Leave will be based on your minimum Flag State entitlement. If Flag State law recognises specific days within their calendar as Statutory Leave days, those days will form part of your entitlement only if they fall within your period of employment. Your employment may be terminated giving Probation Notice as specified in Section 7 of your SEA:

by either party whilst you are on probation; and

by the Shipowner if you do not pass probation.

### **3. Remuneration and other financial matters**

- a. Your salary will be paid by the Shipowner in arrears by the last normal working day of the month into a bank account nominated by you. Payments in respect of a period less than one month will be calculated at the rate of 1/365<sup>th</sup> of gross annual salary per day.
- b. Pay will commence on the day you depart to join the Yacht.
- c. Your salary is fully consolidated and all-inclusive. It covers all and any aspects of your service on the business of the Yacht which might be considered to qualify for payment, including (but not limited to) overtime and/or unsocial hours working and/or statutory/bank/public holiday working. It is also inclusive of payment for Paid Leave. There is no entitlement to any additional payment unless:
  - i. expressly provided for in these Terms and Conditions of Employment;
  - ii. specifically confirmed to you in writing; or provided for by Flag State law
- d. Except where required by law, you are liable to meet your own personal tax and social security or similar liabilities in whichever jurisdiction(s) such liabilities may arise. You will make accurate and timely returns to the tax and/or social security authorities as required by law and pay your taxes and social security contributions in full and on time. You will indemnify the Shipowner and keep it indemnified on a continuing basis if called upon to account to any authority for any tax or social security contributions, interest or penalties arising in respect of any payments made and/or benefits provided to you.
- e. Pay may be suspended if:
  - i. you do not work when scheduled to do so;
  - ii. you are absent without leave;
  - iii. you are sick but fail to provide appropriate sickness certification; or
  - iv. you unreasonably delay any investigation or disciplinary process.
- f. The Shipowner may make deductions from your pay for:
  - i. any monies due by you to the Shipowner;
  - ii. any repatriation costs which are recoverable under clause 8.b;
  - iii. any equipment or clothing provided to you which is lost, damaged, not maintained in good condition and/or not returned, subject to Flag State law;
  - iv. unpaid leave;
  - v. any Annual Leave taken in excess of accrued entitlement on termination of employment;
  - vi. for the cost of return ticket(s), if you are authorised to take prior to accruing under your entitlement to Annual Leave Flights;
  - vii. subject always to limitations of Flag State law, any costs reimbursable under Policy;
  - viii. any overpayment on termination of employment before your probation ends;

- ix. otherwise as provided by Flag State law.

For the purposes of clauses f.)iv. and f.)v each day to be deducted will be valued at the rate of 1/365<sup>th</sup> of your gross annual salary and pro rata for part days.

- g. Onboard subsistence, maintenance and running costs will be provided by the Shipowner. Detailed accounts of any such expenditure made by you or for which you are given responsibility by the Master are to be provided on a monthly basis or at such other intervals as required by the Master. Travel, accommodation and other out-of-pocket expenses incurred on the express prior written authority of the Shipowner or Master will be reimbursed on presentation of receipts acceptable to the Shipowner. The foregoing shall be without prejudice to the Shipowner's obligation to provide provisions and water which are suitable in respect of quantity, nutritive value, quality and variety and are otherwise fit for consumption according to Flag State law.
- h. No pension attaches to your employment. It is your responsibility to make appropriate and adequate provision for your retirement.
- i. 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 written authority of the Master (and then only on such terms as he may stipulate) may you accept gifts or gratuities from guests, passengers or others. Where you lose personal property, as a result of the Yacht foundering or being lost, the Shipowner will pay compensation up to the maximum of €5000 or such higher value as may be required by Flag State Law.

#### **4. Hours of Work**

- a. Your hours of work will be arranged such as to ensure that you receive a minimum of 10 hours available for rest in any 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.
- b. A schedule of each crew member's daily routine at sea and in port (in each case both with and without passengers onboard) will be posted in the crew area where it is easily accessible.
- c. You may be required, at the absolute discretion of the Master, to work additional hours during an emergency affecting the safety of the Yacht, its passengers, crew or cargo or the marine environment or to give assistance to other vessels or persons in peril. You may also be required to work additional hours for safety drills such as musters, fire-fighting and lifeboat drills. In such circumstances you will be provided subsequently with compensatory rest.

#### **5. Notice and termination of employment**

- a. Your employment may be terminated for any reason on written notice by either party in accordance with the length of notice detailed in Section 8 of your SEA, that is:
  - i. if you are on probation: Probation Notice.
  - ii. If you have passed probation: Notice (Not on Probation).
- b. Your employment may be terminated at shorter notice or without notice or payment in lieu of notice in the following circumstances:
  - i. by mutual consent;
  - ii. for gross misconduct (ref. 10h and handbook);
- c. by you when the Shipowner can no longer meet its obligations under your SEA;
- d. by you if the Yacht is bound for a War Zone (as prescribed by Flag State law) to which you do not consent to go;
- e. by you in circumstances where you need to terminate your SEA for compassionate or other urgent reasons;
- f. if, in the opinion of the Master, the Shipowner, your continued employment would be likely to endanger the Yacht or any persons onboard.
- g. Your employment may also be terminated with either your contractual notice in accordance with Section 8 of your MEA/SEA or 30 days' notice (whichever it the less) as a consequence of prolonged sickness or injury subject always to your entitlement to sick pay in accordance with clause 6l.
- h. When your employment is to end on a specific date, the effective date of termination of employment may in the

discretion of the Shipowner be deferred until the Yacht reaches a port from which you can be readily repatriated.

- i. Your employment will terminate automatically on the sale, loss, foundering or disposal of the Yacht, on the date of that event if the Yacht is in port at that time or, if at sea, on arrival and being made safe and secure at the next port. In such circumstances, you will be compensated in accordance with the Flag State law.

## **6. Health and Social Security Benefits**

- a. By accepting employment with the Shipowner you warrant that you are in good health and suffer from no illness or disability which might adversely affect your ability to discharge your duties on board the Yacht effectively nor your ability to travel to any location worldwide, either with the Yacht or to join it.
- b. You undertake, prior to commencement of your employment, to inform the Shipowner and Master of any pre-existing medical condition and of all medication that you are taking. The Master and/or the Shipowner reserve the right to refuse to employ you where, in the reasonable opinion of the Master or the Shipowner, the medical condition or the use of the medication may adversely affect your performance of your duties to the extent that the Yacht or the persons on board might be endangered. Failure by you to give notice of any pre-existing medical condition will result in forfeiture of rights to any benefits under your SEA and/or any personal accident cover or health insurance which might be in place.
- c. If you develop any medical condition or begin to take medication, you must immediately inform the Shipowner and the Master. The Master and/or the Shipowner reserve the right to suspend you and treat you as sick where, in the reasonable opinion of the Master or the Shipowner, the medical condition or the use of the medication may adversely affect your performance of your duties to the extent that the Yacht or the persons on board might be endangered.
- d. Your employment is conditional on, as required by the Shipowner from time to time, answering faithfully any questions on your state of health and further to you satisfactorily passing any physical examination and/or diagnostic testing, including but not limited to such x-rays, drug tests, TB, blood and urine or other tests as the Shipowner might in its discretion reasonably require. Such examination and/or testing shall be at the Shipowner's expense and conducted by a doctor or medical facility nominated by the Shipowner. You further undertake to submit to subsequent examinations and/or tests as required by the Shipowner from time to time in its discretion.
- e. You will, as and when required, authorise the disclosure of your medical records to any doctor nominated by the Shipowner.
- f. You consent to the disclosure to the Shipowner of any reports and to the provision of the results of any examinations and/or tests.
- g. Where, for the purposes of the preceding provisions, any specific authorisation is required from you, this will be provided promptly and without qualification.
- h. If you require medical care while you are on board this will be provided 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, you will be given shore leave to visit a qualified medical doctor or dentists in ports of call for the purpose of obtaining treatment.
- i. In the event of sickness or injury occurring between the Date of Commencement of Employment and the date upon which you are repatriated, you will be provided with medical care, including medical treatment and the supply of necessary medicines and therapeutic devices and board and lodging away from home; until your recovery or until your sickness or incapacity has been declared of a permanent character by a qualified doctor appointed by the Shipowner, subject to a maximum period of 16 weeks. This cost will be met by the Shipowner or until such time as such liability is assumed by public authorities. In addition, the Shipowner will meet the cost of the return of your property left on board to you.
- j. If you become incapacitated as a result of sickness or injury arising between the Date of Commencement of Employment and the date upon which you are repatriated:
  - i. you will be paid your normal basic salary until you have been repatriated in accordance with the repatriation provisions set out in Section 8; and

- ii. after you have been repatriated under the preceding provisions you will be paid sick pay.
- k. Sick pay is paid at a weekly rate of 1/52<sup>nd</sup> of annual salary per week less the amount of any Statutory Sick Pay or Social Security Sickness Benefit or other benefits to which you might be entitled (whether or not claimed).
- l. Entitlement to sick pay ends:
  - i. 16 weeks after the first day of injury or the first day of sickness; or
  - ii. (if earlier) on the date on which your employment was to end in any event (for example, if you had already given notice to terminate your employment at an earlier date) to the extent permissible in accordance with Flag State Law.
- m. During periods where you are entitled to sick pay you will accrue Paid Leave on the basis of your minimum Flag State entitlement.
- n. In the event of your death or permanent total disability due to an occupational injury, illness or hazard you will be entitled to compensation, the levels are which are detailed in the insurance documentation 'Permanent total disability' (so as to be regarded as permanently unfit for further sea service) is as declared by a qualified doctor appointed by the Shipowner.
- o. In the event of your 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 your property left on board to your nominated beneficiary. Any payment due under the personal accident insurance shall be paid to your nominated beneficiary, as nominated by you on the Shipowner's Crew Information Form. If you have no nominated beneficiary, benefits will be paid to the person or body empowered by law or otherwise to administer your estate.
- p. Certification confirming medical, personal accident, permanent and temporary disability and employer's liability insurance provided will be displayed in the crew mess. Benefits are subject to the terms and conditions of the applicable insurance policy. Should you wish insurance cover over and above the benefits provided you should take up additional personal insurance cover separately.
- q. In the event of prolonged or recurrent illness or serious injury, you must if requested undergo a medical examination by a registered medical practitioner appointed by, and at the cost of, the Shipowner. You will promptly and without qualification provide all necessary consents for the release of the report to the Shipowner. You agree that the report may be used to assist the Shipowner in managing your employment including where appropriate determining whether your employment should be terminated on account of your incapacity.

## 7. Leave

- a. Your personal holiday year ('the Year') will run from your Commencement Date of Employment
- b. Your minimum entitlement to annual leave with pay ('Paid Leave') is as stated in Section 6 of your SEA, that is your Annual Leave and in addition any Flag State Additional Days provided for in Section 5. The exception to this is as stipulated in clauses 2a and 6m.
- c. All Paid 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 Paid Leave except where this has accrued but has not been taken at the date of termination of employment. Any exception to this clause requires written authorisation from the Shipowner, which the Shipowner is at full liberty to withhold without giving reasons.
- d. Paid Leave is taken as follows:
  - i. If you are working a rotational schedule, Paid Leave will be taken based on that schedule. This may mean that on occasions you will have taken Paid Leave in excess of your accrued entitlement.
  - ii. If you are not working a rotational schedule, Paid Leave will be granted following written application to, and approval from, the Master, such application to be made as early as possible and in any event at least four weeks before the proposed date of commencement of the leave. It is in the Master's discretion whether or not to grant the request; if he refuses it, he does not have to give reasons.
- e. No Paid Leave is to be taken until it has been accrued unless with prior consent of the Shipowner. The Shipowner must give reasonable opportunity to take leave but is at full liberty to withhold consent without giving reasons.
- f. Exceptionally the Master might in his discretion allow unpaid leave where you have insufficient accrued Paid

Leave entitlement.

- g. If your employment terminates part way through a Year, your pro rata Paid Leave entitlement in that Year up to the effective date of termination of employment will be calculated and there will be deducted the number of days taken in the Year taken as Paid Leave. Each day to be paid in lieu (if days have accrued due to you but not been taken) or recovered (if in deficit) will be valued at the rate of 1/365<sup>th</sup> of your gross annual salary and pro rata for part days.
- h. In the case of notice of termination of your employment (for whatever reason), the Shipowner may at its sole discretion require you to take any accrued Paid Leave prior to the termination of your employment and may repatriate you early so that this can be done.
- i. For the purpose of taking Paid Leave, the Shipowner will provide ticket(s) to your Repatriation Destination in accordance with Section 5 of your SEA for each completed Year of employment. For the avoidance of doubt, you acknowledge that you will have no pro-rata ticket entitlement in respect of any incomplete Year or any ticket entitlement when not used during the Year unless specifically agreed with the Shipowner.
- j. If, by concession, the Shipowner advances a ticket to you during the Year, you will be liable to reimburse the cost of it if you leave employment (for whatever reason) before completing the Year
- k. If your employment is terminating and you are not to return to the Yacht after taking Paid Leave there will be no entitlement to a return ticket; instead the provisions of Section 8 (Repatriation) will apply.
- l. Paid Leave is inclusive of any paid annual leave entitlement provided for through Flag State law ('Statutory Leave').
- m. Your Statutory Leave entitlement will be treated as a single aggregate annual entitlement, accruing on a pro rata basis evenly through the Year. This is regardless of whether days provided for through Flag State law recognise bank, public and/or customary holidays taken in the Flag State and, if so, when these might arise.
- n. Clause 7k does not apply to the extent that Flag State law requires any day of Statutory Leave to be specifically recognised on the day it arises. In that event that day will accrue due to you and become part of your accrued Paid Leave entitlement only as it arises.
- o. Your Statutory Leave is taken automatically within your Paid Leave. It is taken each time you take Paid Leave:
  - i. on the first available days of Paid Leave of that Paid Leave; and
  - ii. in the final available days of your Paid Leave before returning to work on board the Yacht

so that all Statutory Leave which has accrued due to you to date in the Year will have been taken whenever you join the Yacht again.

## **8. Repatriation**

- a. Subject always to clause 9b, you will be entitled to repatriation to your Repatriation Destination if you are away from your country of residence when your SEA is terminated in any of the following circumstances:
  - i. by expiration;
  - ii. by termination in accordance with Section 5;
  - iii. by the Shipowner;
  - iv. by you in the event of illness or injury or other medical condition requiring your repatriation;
  - v. by you, where the Yacht is bound for a War Zone and you do not consent to go;
  - vi. in circumstances where you are no longer able to carry out your duties under your SEA or cannot be expected to do so including (but not limited to) where there has been any of: a shipwreck; insolvency of the Shipowner; the sale of the Yacht; or a change in the Yacht's registration.
  - vii. Subject always to any limitations imposed by Flag State law, you will not be entitled to repatriation in circumstances where you have terminated your SEA without giving due notice, been dismissed on disciplinary grounds or have otherwise breached your obligations under your SEA. In such circumstances the Shipowner is still liable to repatriate you under Flag State Law but then entitled to recover from you the cost of doing so, to the extent permissible with Flag State Law, by deduction from any payment of wages or other monies due to you and/or directly.

- b. You are also entitled to repatriation to your Repatriation Destination at the expense of the Shipowner if you have served continuously on board the Yacht for a period of 52 weeks minus your annual Paid Leave entitlement.

## **9. Collective Bargaining Agreement(s)**

- a. There are no collective bargaining agreements applicable to your employment.

## **10. Conduct**

- a. You will behave with decorum and discretion on board and ashore throughout your employment such that you will be a suitable ambassador for the Yacht, the Shipowner. You will not do or neglect to do anything which might impair the standing of the Yacht, the Shipowner.
- b. You must at all times adhere to the Shipowner's Alcohol and Drug Policy. Without detracting from that Policy, it requires that at no time whilst on duty (whether or not at sea) or at sea (whether or not on duty) will you consume, nor will you be under the influence of, alcohol.
- c. During your employment you will not at any time take unprescribed drugs (other than over-the-counter medication, approved, if appropriate, by the Master in accordance with the terms of clause 10.d).
- d. You will not without the Master's prior written approval take any prescription or non-prescription over-the-counter medication to the extent that such drugs may affect your ability to perform your duties.
- e. The Shipowner has zero tolerance to drug and alcohol abuse. You must never take, nor be in possession of, illegal substances of any kind, including so-called 'legal highs'.
- f. Random drug and alcohol tests may be carried out as and when considered appropriate by the Master. You may also be required to undergo a test if it is considered that you might be in breach of the Shipowner's Drug and Alcohol Policy. If you fail such a test, or refuse to carry out such a test, you may be subject to summary dismissal (that is immediate dismissal, without notice or pay in lieu of notice).
- g. You must not smoke on board the Yacht, nor will you allow smoking on board without the express permission of the Master.
- h. The disciplinary rules applicable to you are set out in the following which you should familiarise yourself with:
  - i. The Shipowner's Disciplinary Rules (which are based upon the UK Code of Conduct for the Merchant Navy, as agreed between the UK Chamber of Shipping, Nautilus International and the National Union of Rail, Maritime and Transport Workers and approved by the UK Department of Transport); and
  - ii. Standing Orders.
- i. If you are dissatisfied with any disciplinary decision taken in relation to you, you should refer to the Disciplinary Procedure. The Procedure is non-contractual. A copy can be accessed on board the Yacht on request to the Master.

## **11. On-Board Complaints Procedure and Grievance Procedure**

- a. If you have any complaint that the Shipowner is failing to meet obligations to you arising out of the International Labour Organization Maritime Labour Convention 2006 ('MLC'), the issue must be raised through Shipowner's On- Board Complaints Procedure.
- b. Any other complaint or grievance must be raised through the Shipowner's Grievance Procedure.
- c. The above procedures are non-contractual. Copies of them can be accessed on board the Yacht on request to the Master.

## **12. Policies, Procedures, Rules, Standing Orders and Crew Handbook**

- a. For the better regulation of employment the Shipowner may from time to time introduce Rules, Policies, Procedures and Standing Orders.
- b. Unless they specifically state otherwise, all Rules, Policies, Procedures and Standing Orders are non-contractual.
- c. The Shipowner will keep all Rules, Policies, Procedures and Standing Orders under review and may revise them from time to time in their discretion. Should any issue arise to which these are relevant it is the most

recently adopted version which will apply.

- d. The Shipowner may from time to time publish a Crew Handbook or other staff handbook. This will be for guidance only and its provisions shall not be contractual unless specifically stated to be so. If it incorporates Rules, Policies, Procedures or Standing Orders these remain subject to any subsequent revision.

### **13. Confidentiality**

- a. You acknowledge and agree that the Shipowner and any guests and passengers on the Yacht have a lawful and reasonable expectation of privacy.
- b. You will keep confidential:
  - i. all information of a confidential, private and/or personal nature (together "Privacy Information"); and/or
  - ii. any electronic, digital and/or manual depiction, description, recording and/or photograph (whether in hard, digital, electronic and/or other format) (together "Privacy Documents").
  - iii. in your possession, custody and/or under your control, where the same relates to or concerns the Yacht, the Shipowner and/or guests and/or passengers, whether or not the same shall be common knowledge and/or commonly circulated amongst fellow crewmembers on the Yacht. Where there might reasonably be any doubt as to whether such might be confidential, private and/or personal, you must regard it as so unless specifically told otherwise by the Master.
  - iv. All confidential records, documents and/or other material where the same relates to or concerns the Yacht, the Shipowner, and/or the guests and passengers on the Yacht (including, but not limited to, Privacy Information and/or Privacy Documents) (together "Confidential Information"), together with any copies or extracts from such Confidential Information made or acquired by you, shall be and remain the property of the Shipowner and such Confidential Information must be returned by you to the Shipowner on the termination of your employment for whatever reason and howsoever terminated.
  - v. On termination of your employment, for whatever reason and howsoever terminated, you shall, prior to the effective date of termination of employment, delete and warrant that you have deleted irretrievably any Confidential Information that you have stored on any magnetic or optical disk or memory in your possession or under your control. You will, if requested to do so, provide a signed statement that you have complied fully with your obligations under this clause and shall provide such reasonable evidence of compliance as may be requested.
  - vi. You agree not to post, share, disclose and/or in any way distribute by any means (including, but not limited to, social media, internet posting and/or otherwise) any Confidential Information to or with any third party.
  - vii. Any unauthorised disclosure by you of Confidential Information will render you liable to disciplinary action which may result in summary dismissal and/or to civil proceedings to restrain you from disclosing and/or further disclosing the Confidential Information to any third party and/or from making personal use and/or gain from the same and/or for damages, if loss or damage to the Shipowner and/or the guests and passengers on the Yacht or others results or might result from such disclosure.
  - viii. You should not discuss the terms of your employment with any other employee.
  - ix. The provisions of this Section 14 shall survive the termination of your employment, for whatever reason and howsoever terminated, without limit in time.

### **14. Health and safety**

- a. The Shipowner recognise that safe working is a joint concern for the Shipowner and its employees. The Shipowner is responsible for ensuring that working conditions conform to appropriate standards.
- b. You must at all times be familiar with and adhere to the Yacht's Safety Management System and the procedures and rules set out within it
- c. You are required at all times to observe and co-operate with safety procedures, to act in a responsible manner, not to engage in unsafe working practices and to ensure that at all times you take care not to endanger yourself or any other person.



- d. You must wear and/or use appropriate personal protective equipment as directed. You must keep this safe, clean and in good condition, and return it clean and in good condition (fair wear and tear excepted) on termination of your SEA or as required.
- e. You should be aware that, irrespective of any action taken by the Shipowner, if found contravening safety regulations you could be personally liable to criminal prosecution.
- f. You may from time to time be authorised by the Master to use any motorbike, wetbike, tender, dinghy or similar conveyance (a 'Conveyance') kept on board. The Shipowner will insure for usual liability risks arising from the use of any such Conveyance. Only the representatives and nominees of the Shipowner and its guests will be insured and a Conveyance shall be used only by such insured persons. You will use any Conveyance only to the extent authorised by the Master and only on the business of the Yacht. Whilst a Conveyance is in your possession, custody or control you will use best endeavours to ensure that the Conveyance is secure and not left unattended and will be responsible for any uninsured damage or other loss accruing to the Shipowner in consequence of your negligent act or omission. The Shipowner shall have no liability for damage, personal injury or death caused to you or your property as a result of your use of a Conveyance unless and to the extent that the negligence of them or others for whom they are responsible caused or contributed to such damage, injury or death.

## **15. Miscellaneous**

- a. You warrant that you have not been imprisoned or convicted of any criminal offence, other than a spent conviction that you are not required to disclose under the English and Welsh Rehabilitation of Offenders Act 1974 (as amended). You further warrant that you are not addicted to or dependant on alcohol or drugs and have never been dismissed by any previous employer for any such reason. Any breach of these warranties will constitute grounds for summary dismissal.
- b. The Master or the Shipowner are entitled in their discretion to undertake security checks on you from time to time. In the event of the checks providing information not disclosed by you which indicates that you are not a suitable person for employment on a Yacht (for example, because of a criminal conviction) your employment may be terminated forthwith.

## **16. Variation of Terms and Conditions of Employment**

- a. The Shipowner shall be entitled to vary your terms and conditions of your SEA and the terms and conditions of employment incorporated into it (including, but not limited to, these General Terms and Conditions of Employment) in its discretion to reflect the changing circumstances of the Shipowner and/or Yacht, for the better regulation of employment and/or for compliance. The Shipowner will give adequate notice of any material variations in writing.

## **17. Governing law**

- a. These terms and all matters (including, without limitation, any contractual or non-contractual obligation or dispute) arising from or connected with them shall be governed and construed and interpreted in accordance with Flag State law.