

Crew Handbook

Introduction to the Employee Handbook

This Crew Handbook has been designed to provide an accessible source of information for all Employees about a broad range of matters related to their employment.

Communication is the key to successful professional relationships, and by having a clear understanding of what is expected of us through the provision of policies and procedures we are able to work together effectively and be treated in a fair and consistent way.

Policies, Procedures, Rules, Instructions and Standing Orders are intended to regulate and provide clarification and as such shall be adhered to by all Employees.

It is a contractual requirement that you read the Crew Handbook and keep abreast of amendments or additions made to it. Please take the time to read through all sections of the Handbook, as it will help you to perform your role effectively.

From time to time the Crew Handbook may be varied to reflect best practice. The Employer will give notice of changes to Employees and this may be given in various forms, e.g. electronically, verbally, or in writing.

Failure to follow the requirements set out in the policies and procedures may result in action. If you are unclear about any aspect or have any questions as to the meaning of the Seafarers Employment Agreement, or any other points contained in the Crew Handbook, or how they apply to you, then these queries should be addressed in the first instance to your Captain. If you do not raise any queries you will be deemed to understand all the terms in full and to appreciate their importance.

In this Crew Handbook: -

- unless the context otherwise requires words, importing the singular includes the plural and words denoting persons shall include corporations and vice versa;
- any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it; and
- the paragraph headings do not form part of this agreement and shall not be taken into account in its construction or interpretation and references to paragraphs are references to paragraphs of this agreement

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Definitions

“Additional Hours”	means the hours worked in addition to the Normal Hours, which will not be paid as overtime; see Section 3 of this Crew Handbook
“Alcohol”	means, but is not limited to: beer, lager, cider, wine, fortified wine, spirits and liqueurs.
“Annual Leave”	means a paid number of days each year that an Employee is allowed to be away from work. For the purposes of this Agreement, the holiday year runs for 12 months from 1 st January to the 31 st December. The following are not considered Annual Leave: <ul style="list-style-type: none">• Shore Leave (as defined below)• Sick Leave (as defined below)• Compassionate Leave (as defined below)• Compensatory Leave of any kind (as defined below)• Public Holiday Leave (as defined below).
“Captain”	means the Master of the Yacht on which the Employee is serving and who may act as an authorised person of the Employer in all matters pertaining to Employees on the Yacht.
“Certificates”	means the qualifications issued by the Flag State on whose Yacht the Employee is working or other authorised body including medical certificates and other non-seafaring certificates required to carry out your duties.
“Charterer”	means a person or company hiring the Yacht for use.
“Commencement Date”	means the date employment of the Employee begins.
“Compassionate Leave”	means additional leave granted to a Employee by the Captain in relation to the death or serious illness of a family member.
“Compensatory Leave”	means leave of any kind as determined by the Flag State that is not Annual Leave.
“Consolidated Wage”	means the amount of wage, for all Normal and Additional Hours worked, as specified in Section 3 of this Crew Handbook.
“Crew Take On Form”	means the form an Employee completes and signs prior to commencing employment.
"Data"	means information in a form in which it can be processed automatically or manually with the intention of being automatically processed.
"Data Controller"	means a person (normally the company or body corporate) who either alone, or jointly in common with other persons, determines the purposes for which and the manner in which any personal data are to be

	processed.
"Data Subject"	<p>means an individual to whom personal data relate. A Data Subject has the right of access to:</p> <ul style="list-style-type: none"> • A description of the data held relating to him or her; • A description of the purposes for which the data is held; • A description of the potential recipients of the data; • Information as to the source of the data; and • To be given a copy of the data upon written request. <p>A Data Subject also has a number of other rights available to them under the Law, including the right to have incorrect information about them corrected, erased or destroyed; the right to object to receiving direct marketing information; the right to seek compensation from a data controller where a breach of the Law or Principles has been identified; the right to stop processing that causes damage or distress and rights in relation to automated decision-making processes.</p>
"Designated Person (DP)"	means the person or persons ashore with direct access to highest level of management and who has the responsibility and authority to monitor the safety and pollution prevention aspects of the operation of the Yacht.
"Employee"	means the person employed on the Yacht in the capacity as per their job title, also referred to as crew.
"Employer"	means the company that employs the crew.
"Employment Period"	means the date of the commencement of employment to the date of termination of employment
"Flag State Regulations"	means the Regulations of the Flag State of the Yacht on which you are serving.
"Guest"	means an individual who is sailing on the Yacht at the direct invitation of the YOC or who has chartered the Yacht.
"Handbook"	means the Crew Handbook.
"Maritime Labour Convention (MLC)"	means the convention adopted by the International Labour Organisation (ILO) on the 7 th of February 2006 and with entry into force on the 20 th of August 2013, governing matters in relation to Seafarer's living and working conditions.
"Normal Hours"	means a maximum of 8 hours per day or 48 hours worked per week.

“Official Log Book (OLB)”	means the official record of events and entries required by the Flag State and other competent authorities.
"Personal Data"	consists of information about a living individual who can be identified from those data; or from those data and other information that is in the possession of, or is likely to come into the possession of the relevant data controller, and includes expressions of opinion about an individual who can be so identified and any indication of the intentions of the data controller or any other person in respect of an individual who can be so identified.
“Public Holiday Leave”	means the number of paid days awarded by the Government of the Flag State to Employees, which cannot be considered as Annual Leave.
“Safety Management Manual (SMM)”	means the document provided by the YMC for the safe operation of the Yacht.
“Safety Management System (SMS)”	means the documents provided by the YMC to the Employees which include the policy, procedures and instructions; the responsibilities, and authorities; the lines of communication between ship and shore; and audit systems; as set out in Safety Management Manuals (SMM) Part A and Part B of the SMS to ensure conformity with the ISM and ISPS Codes.
“SEA”	means the Seafarers Employment Agreement that stipulates the terms of your employment.
“Seaman’s Discharge Book (SDB)”	means an Employee’s identification document or equivalent, which can, amongst other things, be used to record the period of employment on board under the SEA.
“Shore Leave”	means leisure time spent ashore with the permission of the Captain, which is <u>not</u> Annual Leave.
“Sick Leave”	means time off due to illness or injury, which is not Annual Leave.
“Social Security”	means any government programme to which contributions are made by the Employee or Employer for the Employee’s benefit, such as retirement, health, medical, unemployment, etc.
“Superior”	means the Employee that you directly report to on the Yacht.
“Substance Abuse”	means ordinary substances such as solvents or glues or other commercially available medicinal remedies used for other than their intended purposes, i.e. to become intoxicated.
“Unauthorised Drugs”	means any drug (apart from small quantities of commercially available flu remedies and similar preparations), which has not been prescribed by a fully

qualified medical practitioner for use by a particular Employee.

“Visitor”

means any other person who boards the Yacht who is not an Employee or a Guest.

“Yacht”

means the vessel on which the Employer has seconded you in the capacity of Employee.

“Yacht Management Company (YMC)”

means the company that has assumed responsibility for the operation of the Yacht.

“Yacht Owner (YO)”

means owner of the Yacht.

1. **Job Title, Duties and Responsibilities**

During the term of your employment you shall faithfully serve the Employer and any Yacht that you are seconded to and use your best endeavours to devote your whole working time, attention and abilities to perform your duties in accordance with your Job Title, as set out in your SEA.

You accept that the Employer may at its discretion require you to perform other duties or tasks not within the scope of your normal duties and agree to perform those duties or undertake those tasks as if they were specifically required under your Job Title, providing that at all times those duties fall within your capabilities. In particular, you shall undertake to comply with the Standing Orders of the Yacht that you are seconded to, Watches, the Merchant Navy Code of Conduct and the Yacht's SMM. In accepting employment you confirm that you shall review and keep yourself apprised of these documents and agree to abide by their contents.

You shall carry out your duties for the Employer but shall from time to time undertake these duties at the instruction of the immediate superior, and legitimate government officials. The operational hierarchy is as follows:

- **YO**
- **YMC**
- **The Captain**
- **Your Superior**

For the purposes of the Handbook, your duties will be the services customarily required of an individual holding the position of your Job Title. The SMM may define further duties and responsibilities. In accepting employment you acknowledge that you have been provided with a copy of this document, read and understood the same and agree to abide by its contents.

During secondment you undertake to behave with decorum and discretion on board any vessel that you are seconded to and ashore such that you shall at all times be a suitable ambassador for the Yacht, the YO and the Employer and that you will not impair their standing.

The appropriate Superior shall undertake to perform annual reviews of the performance of your duties on a mutually agreed date and provide copies to the Employer.

2. **Wages**

From the Commencement Date you shall be paid a **consolidated** monthly wage as defined in your SEA per month, at a rate of 1/30th monthly salary per day, and will normally be paid gross in arrears no later than the 5th day of the following month directly into your nominated bank account/s. Wages are paid for the period from the first of each month until the end of the month and will be pro-rated in the month of joining and leaving.

Wages are subject to any deductions required by law, regulation or other enactment containing such requirement or as agreed with the Employee or as a result of any sums due or becoming due to the Employer.

3. **Working Hours**

The Employee shall be required to work such hours as reasonably required to fulfil their duties of employment as provided pursuant to this Crew Handbook.

The Normal Hours worked shall not exceed eight (8) hours per day, or forty eight (48) hours per week. However, the Employee will be expected to work Additional Hours to meet the

operational requirements of the Yacht, within the limitations described under the requirements of the Flag State and STCW 95 in relation to hours of work and rest.

Minimum hours of rest shall not be less than:

- 10 hours in any 24-hour period; and
- 77 hours in any 7-day period.

Hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.

Additional Hours will not be paid as overtime; however, the Captain will credit the Employee with compensatory hours of rest calculated at the rate of 1.25 of the Additional Hours worked and allocate these hours over the duration of the Employment Period or given as additional Annual Leave days.

Flag State Regulations require the Captain or a person authorised by the Captain to maintain a record of your daily hours of rest. The records will be kept in English and the working language of the vessel if that is not English.

The records of the hours of rest are to be kept by you and endorsed by the Captain of the Yacht or a person authorised by the Captain. A copy of the endorsed record shall be provided to you for your records.

At the absolute discretion of the Captain of the Yacht, you may be required to work further 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. 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 with subsequent compensatory rest period(s).

4. Watches and Manning

- Watch lists will be set by the Captain, and will generally follow rota system.
- When operating, the Yacht must be sufficiently manned so as to comply with the Minimum Safe Manning Regulations taking into account the need for the provision of Shore Leave as stated in the paragraph below. Details of the required levels of manning are found in the Yacht's Minimum Safe Manning Document (MSMD) (where applicable) which is kept on board.
- Any Employees listed on the MSMD should be able to return to the Yacht within a short period (e.g. one hour's drive) and at short notice if required. Employees should stay in contact with the Yacht in case plans change.
- In any case, there are to be at least three Employees on board (one from each department) and on watch at all times. These watchkeepers may also be those Employees required to be on board under the minimum manning regulations.
- If the Captain intends to depart from the levels of the MSMD when not in full operational condition (for example, when laid up, in a period of refit or during an extended stay alongside), the Captain is to inform the YO in advance. The YO will then seek approval from the flag. Alternative procedures may then be required to be in place.

5. Place of Work

Due to the nature of your employment, you do not have a normal place of work; however, it shall be such Yacht as determined by the Employer from time to time. During your secondment to any Yacht, you shall be required to perform your duties on board the Yacht and whichever waters it sails in.

6. Probation

From your Commencement Date the probation period as specified in your SEA shall apply during which, the period of notice shall be seven days by either party to the SEA. Either the Employer or the Employee can terminate the SEA during this period without justification.

If your probationary period is found to be satisfactory, your employment will be confirmed to you and your notice period will become that specified in your SEA.

7. Termination

- a. Normal Notice
- b. Disciplinary procedure
- c. Gross Misconduct
- d. Sickness
- e. Poor performance
- f. Background checks and criminal background

a. Normal Notice

If notice to terminate has been given by either party or if the Employer terminates the Employee's employment without notice, the Employer reserves the right, exercisable in its absolute discretion, to terminate employment by making a payment in lieu of the notice required above or any unexpired period of such notice. The period of notice is as specified the SEA.

When employment is terminated any outstanding accrued Annual Leave will be reimbursed as a payment (at a rate of 1/30th monthly salary per day).

If either the Employee or Employer serves written notice to terminate employment, (see **Section 38** Notices), the Employee may be required not to attend the Yacht for the duration of the notice period or any part of such notice period and the Employee may be relieved of the performance of some or all of their duties during such period. In this event, the Employee may be required to be available to attend the Yacht and be contactable at all times, and to not undertake alternative employment unless agreed by the Employer, although he or she may search for employment with a view to starting after the end of the notice period.

If the Employer exercises its rights under this paragraph above, the Employer shall continue to pay the Employee's full basic salary and may continue to provide benefits as offered at the time that notice is given, until the expiry of any notice period, unless and until the employment is summarily terminated during the notice period and provided that the Employer shall be entitled to waive any notice required to be given by the Employee pursuant to any of the terms set forth herein. Such action taken on the part of the Employer shall not constitute a breach of the terms set forth herein in any way in respect of which the Employee would have any claim against the Employer.

In the event that the Employee fails to work any period of their notice period, the Employer reserves the right to deduct a sum equivalent to the days not worked from the Employee's final salary payment (at a rate of 1/30th monthly salary per day).

b. Disciplinary Procedure

i. Principles

The objective of the disciplinary policy is to encourage Employees to achieve and maintain standards of behaviour, attendance and performance and to ensure that in situations where the Employer's rules are breached everyone is treated in a fair and consistent manner. The Employer believes in the importance of understanding what has led to a particular situation and the aim is to ensure that Employees have a fair hearing and that we work towards re-establishing co-operation and preventing re-occurrence of the problems.

It is important that Employees understand that failure to achieve the required standards of work or conduct may lead to disciplinary action and could ultimately lead to dismissal.

Employees will not be dismissed for a first breach of discipline except in the case of serious misconduct, when the penalty will normally be dismissal without notice and without pay in lieu of notice.

Employees should be fully aware of the standards required and follow all the guidelines contained in the Handbook. If clarification of any points is required, Employees should refer to their Captain, or Superior directly.

ii. Procedure

Before taking disciplinary action, the Captain will make efforts to resolve the matter by informal discussions with Employees and by providing any guidance and advice that may be necessary. If this is not successful and we are unable to resolve the issue satisfactorily, or the matter is more serious, the formal procedure will normally be implemented progressively, typically in the following stages:

- Level 1 – Formal Verbal Warning
- Level 2 – Final Warning (Written)
- Level 3 - Dismissal

In all instances, the Captain will aim to establish the facts, as quickly as possible and no disciplinary action will be taken until the matter has been fully investigated.

At each stage of the formal process Employees will:

- be given notice of the meeting;
- be advised of the nature of the alleged misconduct;
- be given the opportunity to state their case;
- have the right to be accompanied by a fellow Employee of their choice. This Employee may act in a supporting capacity but cannot represent him or her;
- have the right to appeal against any disciplinary action taken against them.

Please note that the procedure may be implemented at any stage if the Employee's alleged misconduct warrants such action.

iii. Level 1: Formal Verbal Warning

If, despite informal discussions, an Employee's conduct or performance does not meet acceptable standards, he or she will be given a formal verbal warning and will be told:

- the reason for the warning;
- that this warning is the first stage of the disciplinary procedure;

- that he or she has a right of appeal.

A brief note of the warning will be kept on the Employee's file but this will lapse after a period of 12 months or such other period as the Employer may specify and be removed after this time if the agreed level of performance or conduct has been maintained.

iv. Level 2: Final Warning (Written)

In the event of failure to improve during the period set out in Level 1 or if the performance or conduct is sufficiently serious to warrant only one written warning then a final written warning may be issued.

This will follow a full discussion with your Captain, during which the Employee will have every opportunity to refute the allegations. If proven, details of the final warning will be confirmed in writing and cover the following:

- the reason for the warning;
- details of the changes in conduct and improvement in standards required;
- dates of any reviews agreed; and
- confirmation that failure to make the required improvements may result in dismissal.

The Employee will be asked to sign this final written warning and will be given a copy for his or her own reference. A copy of the written warning will be kept on file but will lapse after 12 months or such other period as the Employer may specify and be removed after this time if the agreed level of performance or conduct has been maintained.

v. Level 3: Dismissal

Dismissal will result in the following circumstances:

- if the required improvement in conduct or performance defined in level 2 is not met;
- without any of the stages 1 and 2 having been implemented, if the level of conduct or performance indicates an Employee is unwilling or unable to meet the required standards; or
- without any of stages 1 and 2 having been implemented, if there is a specific instance of serious negligence, lack of judgment or any other actions, which in the Employer's view represents performance level or conduct that is seriously below what is expected.

Before dismissal, a full discussion will be held with the Captain, during which the Employee will be given every opportunity to refute the allegations.

A formal letter of termination of employment will be issued within 14 days of the dismissal interview which will record the reason(s) for dismissal and, where appropriate and relevant, the previous warning(s) given.

At all stages of the disciplinary process except dismissal the Employee may be given the opportunity to be retrained where appropriate.

It should be noted that disciplinary action might not necessarily follow a sequential/ consecutive path and the Employer reserves the right to start at any stage of the disciplinary process.

vi. Appeal Process

The appeal process is intended for Employees who may feel that the disciplinary action taken against them or their dismissal from the Employer is unfair. Employees are therefore entitled to appeal at any stage of the disciplinary process.

This is an internal mechanism between Employer and Employee, which exists to examine the circumstances and procedures leading up to disciplinary action/ dismissal, and to establish whether disciplinary action / dismissal was a fair and reasonable option.

- The Employee may appeal to the Employer, and this must be done in writing within 7 days of the disciplinary action / dismissal, stating the grounds for the appeal.
- A representative of the Employer will hear the appeal; this will be someone who has not been involved in the initial proceedings. The appeal will review but cannot increase a disciplinary penalty.
- The decision of the Employer hearing the appeal is final. There is no further right of internal appeal.

Please note that this internal process does not affect any external rights the Employee may have.

vii. Disputes under conditions of employment

The Industrial Disputes and Conditions of Employment allows for disputes between employers and employees (or between an employee and employees) to be referred, through the Industrial Disputes Officer, for resolution by a third party, voluntarily, by conciliation or arbitration or ultimately by a compulsory independent Industrial Tribunal. Where the Employer and Employee are unable to reach an amicable solution to a contractual dispute both parties agree to submit to resolving their differences via the Industrial Disputes Officer.

c. Gross Misconduct

In cases of gross misconduct, no disciplinary action will be taken until the case has been fully investigated.

If a decision is taken to suspend an Employee while investigations take place, this will be on full pay and confirmation given in writing.

Where the investigation concludes there was gross misconduct, immediate dismissal will result.

There may be circumstances where it is appropriate to terminate your employment without giving notice.

The following are examples of incidents that will result in immediate dismissal. The list is not comprehensive and is not intended to be exhaustive.

- Serious damage to the Yacht or the property contained on thereon and/or to the property of the YO to whom the Employee provides services from time to time.
- Falsification of reports, accounts, expense claims, self-certification forms, employment applications or any other records or reports.
- Persistent or wilful failure to perform or carry out employment duties or reasonable instructions of the Captain.
- Absenteeism without leave at a time fixed for sailing.
- Intoxication by reason of drink or drugs or having illegal drugs in their possession, custody or control whilst carrying out employment duties hereunder.
- Serious breach of the terms and conditions of employment.
- Violent, dangerous or intimidating conduct or serious abusive behaviour.
- Possession of offensive weapons.

- Sexual, racial or other harassment of a fellow Employee or occupant or visitor to a Yacht upon which the Employee performs their duties.
- Negligence resulting in serious loss, damage or injury.
- Serious cases of non-compliance with health, the SMM and safety systems and instructions.
- A criminal offence committed outside of the workplace (the nature of the offence being incompatible with the employees job/position).
- Making any form of secret personal financial profit in their role as an Employee of the Employer or in the performance of their duties.
- Transacting personal business during working hours to further personal business interest.
- Abusive language to visitors or occupants of the Yacht on which they perform duties.
- Theft or possession of stolen property or failure to notify the Employer of the same.
- Sleeping during or abandoning watch in circumstances prejudicial to the safety of the Yacht or any Yacht upon which the Employee is carrying out their duties or to the persons on board such Yacht.
- Smoking or using a naked flame or unapproved electric or electronic apparatus in any part of the Yacht upon which the Employee carries out their duties where safety might be prejudiced or in prohibited areas.
- Conduct prejudicial to the safe and efficient working of the Yacht upon which the Employee carries out their duties.
- Causing or permitting unauthorised persons to be on board the Yacht upon which the Employee carries out their duties.
- Breach of the Confidentiality Section in this Crew Handbook.
- Failure to perform or attend to their duties at the time specified by either the Captain, or the Standing Orders.

d. Termination during Sickness

Should the Employee be on a voyage at the time that they become sick or injured, the Employee shall be paid their normal basic remuneration until they have been repatriated. Following repatriation, the Employee shall be paid in accordance with **Sections 12 Sickness and 14 Medical insurance** provided, below, irrespective of whether the Employee continues to be employed or their contract has been terminated.

The Employer reserves the right to terminate the employment of any Employee absent through sickness or injury at any time on due notice, or without notice in the circumstances envisaged below.

- Refusal by the Employee to undergo a medical examination by a registered medical practitioner appointed by and at the cost of the YO, if requested by the Employer or Captain.

This medical report may be used to assist the Employer in determining whether the Employee's employment should be terminated on account of their incapacity. The Employee continues to accumulate entitlement to leave for periods of incapacity, until the employment is terminated.

The payment of sick pay will not affect any decision to dismiss.

e. Poor Performance Policy and Procedure

The Captain of any Yacht that you are seconded to will at all times endeavour to ensure that you achieve and maintain a high standard of performance in your work. To this end, the Captain will ensure that standards are established, performance is monitored, and that you are given appropriate training and support to meet these standards.

Where a Captain first establishes that your performance is unacceptable, an informal discussion will be held with you to try to establish the reason. Should this discussion determine that you are not capable of attaining the established standards within a reasonable time, the Captain shall have the discretion to place you back on probation for 1 month. Your further employment would immediately become subject to the terms and conditions of **Section 6 Probation** above and any clause in your SEA. If at the end of the new probationary period the Captain is not satisfied that you meet the required performance standards, he may at his sole discretion terminate your employment.

In the event the Captain decides to terminate your employment, he will confirm your dismissal in writing. You will at that point have recourse to the appeals procedure set out in the Crew Handbook.

f. Background Checks

Employees are required to inform the Employer immediately on the event that he or she has been or is convicted by any court for any criminal offence (other than a motor traffic, speeding or parking offence not involving disqualification).

Should the Employer deem it appropriate, the Employee may be subject to international background and/or international criminal record checks. In accepting employment with the Employer, you hereby unequivocally give your consent to this procedure. Information as to any adverse finding received by any party during any such checks shall be treated in the strictest confidence and the Employer hereby undertakes that you shall be afforded the opportunity to make representation on any such adverse findings before any further action is taken.

8. Repatriation

Repatriation to the place mentioned in the SEA will be at the expense of the Yacht Owner.

Repatriation expenses shall be at economy class rates.

The Employee will be entitled to repatriation, at the expense of the Yacht Owner:

- in the event of illness or injury or other medical condition requiring the Employee's repatriation, in the event that the ship is proceeding to a Warlike Operations Area or the event of termination or interruption of employment in accordance with an industrial award or collective agreement;
- in circumstances where the Employee is no longer able to carry out their duties under this agreement or cannot be expected to do so e.g. shipwreck, the sale of the Yacht or a change in its registration, and;
- the Employee's maximum period of service on board following which they are entitled to repatriation shall always be less than 12 months minus annual leave;
- in the event of termination where the Employee is in serious default of their employment obligations;

Additional repatriation costs include the following:

- reasonable expenses for accommodation, food, pay and allowances from leaving the Yacht until the agreed destination is reached;
- Transportation of 45kg of personal luggage.

The entitlement to repatriation entails transport to the place as noted on the Crew Take On Form and in the SEA or such other place as mutually agreed with the Employer. For the sake of clarity, the place of repatriation shall be a place where the Employee has a significant connection, such as family or established residence.

In the event that the Yacht is sold, lost or foundered, the Employee will be repatriated and compensated for loss of work. The determination for such compensation shall be as specified in **Section 7a Termination** above or a period of 2 months salary where the notice period is less than two months or until the Employee finds alternative employment where that is less than 2 months. Where the Yacht is sold and normal notice has been given to the Employee prior to the date of sale, the 2 months salary will **not** be paid.

In the event of termination where the Employee is in serious default of their employment obligations the YO and Employer will repatriate the Employee and deduct the cost from the employee's final wages up to the value of €1,000.

9. **Annual Leave**

All Employees are encouraged to take their full Annual Leave to ensure they are fit and able to carry out their roles effectively.

i. **Annual Leave Entitlement**

The entitlement to Annual Leave is as set out in your SEA.

ii. **General Principles**

Your Annual Leave entitlement excludes Public and Bank holidays and shall in the first instance be taken in strict agreement with the Captain and/or YO. Annual Leave will be granted providing it does not affect the operations of the Yacht. Any Public holiday that you shall be entitled to shall be determined by the Flag State of the Yacht during the course of your secondment thereon. Annual Leave should be taken during the calendar year in which it accrues. If any such accrued Annual Leave is not taken by 31st December in any calendar year, it will be deemed forfeited unless any such accrued Annual Leave falls within the probationary period, as defined herein, or **otherwise** agreed in writing with the Captain and/or YO. Where the Employee is the Captain, the Employee shall give written or verbal notice in advance to the YMC and/or Employer in respect of their own Annual Leave. Within the first 12 months of signing the SEA, the Employee must take all Annual Leave accrued from the date of commencement as written in the SEA. The YO's decision as to when Annual Leave may be taken is final, except where the Employee is the Captain, in which case it will be the Employer granting the approval.

Annual Leave is:

- paid in arrears;
- accrued but is not normally granted in any probationary period from the date continuous employment began;
- not normally granted until it has been earned;
- on termination of employment, the Employee shall receive pay in lieu of accrued, but untaken, Annual Leave at a rate of 1/30th monthly salary per day. If however at the termination of employment the Annual Leave taken exceeds the Employee's accrued Annual Leave, then the Employee accepts that the Employer has the right to deduct payments made in excess of Annual Leave entitlement from any money owing to the Employee at the time of leaving employment at a rate of 1/30th monthly salary per day.

In addition to Annual Leave the Employee is entitled to the Public Holidays of the Flag State. In the event the Employee is required to work on a Public Holiday they will be not be entitled to payment in lieu, they will be given the next available day in lieu as notified by the Captain.

In principle, Crew Members have the right to take Annual Leave anywhere they wish and must submit an Annual Leave request to the Captain for approval. However, due to the nature of the Yacht operation of the yacht the YO will have the final approval of Annual Leave in the months from May to 1st October.

The Employer may request the Employee to take Annual Leave at any time where the operation of the yacht permits including during notice given under Section 7a above.

Those on Annual Leave should only be recalled to duty in cases of extreme emergency and with Crew Member consent.

The Captain shall maintain records of Annual Leave. The Annual Leave request form is available from the Captain

Note that the following are not considered Annual Leave:

- Shore Leave;
- Sick Leave;
- Compassionate Leave;
- Compensatory Leave of any kind;
- Public Holiday Leave.

Where the Employee resigns and does not work the Notice period they will not be entitled to payment in lieu of accrued but unused Annual Leave.

10. Shore Leave

You are entitled to Shore Leave. All shore leave will be notified to you by the Captain. Shore Leave will be dependent upon the voyage plans, guest schedules and related matters. Shore leave shall only be permitted for all crew including the Captain such that there are always adequate crew members on board for the safety of the Yacht and that those ranks needed to meet Minimum Safe Manning Document are within one hour's drive away and are readily contactable. The Captain will keep a record of all shore leave taken.

11. Other Time Off

11.1 Additional Time Off

The Captain may, on a discretionary basis, provide the crew with additional time off the Yacht, which is not Annual Leave, Public Holiday Leave or Shore Leave.

Any time off allocated by the Captain as additional time off does not qualify for any additional salary if it is not offered or not taken. It does not accumulate any value resulting in compensation during the validity of the Agreement or when the Agreement is terminated by either Party.

11.2 Compassionate Leave

In some circumstances, you may need a period of absence due to reasons other than sickness and medical treatment (e.g. bereavement) and a paid Compassionate Leave

allowance of 5 days is available to assist Employees. Longer periods may be taken on a discretionary basis only and approval is required from the Employer.

12. Sickness

If you are absent through illness, accident or other incapacity you must report or cause to be reported this fact as soon as practicable to your Captain or your Superior. You should also give an indication of when it is likely that you will return to work and the reason for your absence. It is not acceptable to leave a telephone message or report your absence via text message.

a. Sickness While on Annual Leave

If an Employee is sick when on Annual Leave from any Yacht, he or she is not entitled to reclaim the time as sickness except on production of a doctor's certificate.

b. Uncertified Sick Leave

A signed doctor's certificate must be provided for any period of absence due to illness or injury in excess of two days (whether in whole or in part) and continuation certificates must be sent for prolonged absence. A maximum of 5 days uncertified Sick Leave is permitted in any consecutive 12-month period. In the event that this limit is exceeded, the Employer may ask for the time to be taken as Annual Leave or unpaid leave.

c. Certified Sick Leave

On receipt of doctor's certificates, sickness payments for Indefinite Employees will normally be made at the rate of basic salary.

d. Remuneration

During any period of absence through illness, accident or other incapacity duly certified in accordance with the provisions of this paragraph, you will be entitled:

- (i) to receive your agreed remuneration (including all benefits) as long as the sick or injured Employee remains on board or is repatriated;
- (ii) to receive all of your agreed remuneration (including all benefits) up to a maximum of 16 weeks from the date of injury or illness, the amount of salary may be reduced on a pro-rata basis where the Employee is in receipt of statutory benefits from any government source;
- (iii) and thereafter to receive no further remuneration or benefit.

The Employee shall be provided with any medical care on-board as 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 Employee shall be given leave to visit a qualified medical doctor or dentist in ports of call or other nearest place for the purpose of obtaining treatment.

e. Appointments (doctors/specialists/dentists etc)

Prior approval should be gained for absences during the working day, and the time made up as agreed with your Captain or your Superior.

13. Maternity

In the event that an Employee becomes pregnant during the period of employment:

- a. the Employee shall advise the Captain and/or YO as soon as the pregnancy is confirmed;
- b. the YO will repatriate the Employee as soon as reasonably possible but in no case later than the 26th week of pregnancy; and where the nature of the Yacht's operations could in the circumstances be hazardous – at the first port of call;

14. Medical Insurance provided

In the event of sickness or incapacity, the Employee shall be provided, at no cost to the Employee, with medical care, including medical treatment and the supply of necessary medicines and therapeutic devices and board and lodgings away from home until their recovery or until their sickness or incapacity has been verified by a medical practitioner. In addition, the YO will meet the cost of the return of the Employee's property left on board to them or their next of kin in the event of death.

In the event of the Employee's death occurring on board or ashore during a voyage, the YO shall meet the cost of burial expenses and the return of their property left on board to their next of kin, to whom the next of kin death benefits will be paid in accordance with the P&I insurance or medical benefits policy.

The specific details of the P&I and medical benefits policies are available on request from the Captain.

15. Complaints Procedure

For Employees (excluding the Captain)

We recognise that, from time to time, you may wish to seek redress for grievances relating to your employment. In this respect, our policy is to encourage free communication between you and your Superior, Captain, and the Employer to ensure that questions and problems arising during the course of employment can be aired and, where possible, resolved quickly and to the satisfaction of all concerned.

The following procedure should be adopted where you have a grievance arising from your employment, except where the matter constitutes an appeal against a disciplinary decision which should be taken up in accordance with the Employer's separate disciplinary appeals procedure.

Level 1

The first stage is for you to raise the matter with your Superior, verbally or in writing. If you are invited to a meeting to discuss the grievance, you have the right to be accompanied by a colleague. After due consideration, a response to the grievance should be given, if possible, within 5 working days of the meeting or letter being received. If the grievance cannot be resolved amicably at this level, level 2 will apply. You have the right to raise the matter directly with the Captain, if you so wish.

Level 2

If the matter is not resolved, the complaint should be presented to the Captain within 5 days of the initial outcome. The Captain will obtain the original record, record any additional information and discuss the decision with you and your Superior in an attempt to reach a satisfactory solution. Again, you have the right to be accompanied by a colleague. After consideration, a response to the grievance will be given if possible within 5 working days of the meeting. Failure to reach an agreement at this level will result in level 3 becoming applicable.

Level 3

You may appeal within 7 days of the decision should you still remain dissatisfied. The Employer will then hear the complaint, with the Captain and again, you have the right to be accompanied by a work colleague. The Employer will give due consideration to the problem and a decision given in writing, if possible within 10 days of the matter being referred to this stage of the procedure.

Level 4

You may appeal within 7 days of the decision should you still remain dissatisfied. The Employer alone will then hear the complaint, and again, you have the right to be accompanied by a work colleague. The Employer will give due consideration to the problem and a decision given in writing, if possible within 14 days of the matter being referred to this stage of the procedure. This will be the final decision.

For the Captain

Level 1

The first stage is for you to raise the matter with the YO, if there is one, alternatively the Employer, verbally or in writing. After due consideration, a response to the grievance will be given, if possible, within 5 working days of the complaint being received. If the grievance cannot be resolved amicably at this level, level 2 will apply.

Level 2

You may appeal within 7 days of the decision should you still remain dissatisfied. The Employer and the YO when appropriate, will then hear the complaint together, and again, you have the right to be accompanied by a work colleague. The Employer and YO when appropriate, will give due consideration to the problem and a decision issued in writing, if possible within 10 days of the matter being referred to this stage of the procedure. This will be the final decision.

For Employees and the Captain

If the Employee or Captain is not satisfied that the above procedures have been followed or for any other reason, such as where the Employee feels unsafe as a result of the operation of the Yacht or if they feel harassed or discriminated against on the grounds of their sex, sexual orientation, race, religion or belief, the Employee or Captain can make a complaint directly to the Master, a director of the Company or a DPA and/or the appropriate authorities of the relevant flag state, where the Employee believes it to be necessary.

Contact details for Malta flagged Yachts:

Merchant Shipping Directorate,
Transport Malta,
Malta Transport Centre,
Marsa, MRS 1917, Malta
mlc.tm@transport.gov.mt

16. Substance Misuse Policy

In this policy, the terms 'use' and 'misuse' are used frequently, acknowledging that the two can often overlap. Substance use can be seen as experimental use or recreational use and also as misuse, which may result in problems of a social, legal, physical, psychological and behavioural nature.

The term 'substance' refers to alcohol, solvents, tobacco, prescribed and over-the-counter drugs and illegal drugs.

Every effort shall be made by the Captain to ensure that any Employee is not using illegal drugs. Where the Captain suspects that illegal drugs are being used, they shall notify the Employer and the YMC immediately.

The Employer recognises that prosecution is possible if it did not act to prevent these offences. To this end, Employer will seek advice from the appropriate agencies, such as the police, where there is evidence of such offences and disciplinary action may be taken.

Employees may from time to time be required to submit a urine and hair sample for screening tests. Test results that prove positive for any banned substance under Flag State Law or the Laws in which the Yacht the Employee is seconded from time to time shall result in the termination of employment.

Should an Employee refuse to participate in any screening test, their employment may be suspended until such time as the Captain or the Employer have had an opportunity to fully consider Employee's rationale for refusal. Having given full and due consideration to Employee's refusal, the Captain or the Employer may decide that it is appropriate to recommend that employment be terminated by the Employer forthwith. In such circumstances, the Employer's decision is final.

i. Drugs and the Law

It is an offence for anyone who occupies or is involved in the management of any Yacht to allow certain activities to take place e.g. smoking cannabis and the supply of any controlled drugs that are covered under the law.

ii. Alcohol and the Law

Although consumption of alcohol may from time to time be allowed on the vessel, this must only be consumed in moderation and during social and business events. The inability of any employee to perform his or her duties responsibly and safely due to the effects of alcohol or any other substance is serious and will be dealt with under the disciplinary procedures.

The Employer is concerned about alcohol and:

- its inappropriate use during the working day;
- its excessive use during social events;
- the association of other drugs with alcohol and the consequent risks to health and safety;
- the use of alcohol outside of working hours and its effect on an Employee's work performance.

Employees who organise social events on board the Yacht will need to take into account the following:

- when on the Yacht, Employees should seek the permission of its Captain, before allowing alcohol to be made available;
- soft drinks and low alcohol drinks are always readily available as an alternative;
- anyone under the legal age for consumption of alcohol is made aware that they are not to consume alcohol.

iii. Substance Use

All Employees, no matter what level, who suspect or know that they have a problem with their substance use, are encouraged to seek help and advice, either through resources of their own choosing or through the procedures of the Employer.

Employees who come to notice voluntarily, or through observation of poor work performance, or by the normal disciplinary procedures, as having a substance use related problem will be offered the opportunity immediately to seek assessment from a designated agency and, if necessary, treatment or intervention from appropriate external agencies.

In this instance the following will apply:

- Employees will be granted time off to undergo treatment. This will be treated as sick leave and will be subject to the standard sickness policies and procedures.
- All matters relating to the problem will be treated confidentially.

It is important to note that we expect an Employee to follow the course of treatment or the situation may be reviewed.

iv. Establishing the problem

Employees should be aware that the misuse of alcohol and drugs might come to light in various ways.

Self-referral - In some instances, people may seek help and advice themselves.

The Captain or fellow employees who feel an Employee's unsatisfactory performance may be drug or alcohol related should first seek advice from the Employer and then arrange to hold a meeting with the individual, the purpose of which is to define the nature of the problem, attempt to assess whether alcohol or substance misuse may be implicated. If so, to suggest sources of help and explain the importance of seeking help. If help is rejected, to inform the Employee that further advice from the Employer will be sought.

Employees who suspect that a colleague may be affected should speak to their Captain, or the Employer where the information will be treated confidentially.

The individual circumstances surrounding each substance related problem would be taken into consideration, recognising that a variety of responses may be necessary. The Employer will seek to balance the interests and concerns of the Employee experiencing the problems as well as the needs of other Employees.

17. Certification

You agree that at all times during the course of your employment, you shall hold the necessary Certificates, documents and qualifications and appropriate entry VISA, for the port of embarkation, to enable you to fulfil the duties that are commensurate with your position. You also agree that should you at any time during the course of your employment not hold the documents, you shall immediately inform your Captain, and the Employer. It is a requirement of your employment to provide copies of all Certificates held by you to the Captain and the originals retained by you during the term of your Employment.

Copies must be provided to the Employer and the YO before commencing employment.

18. Training and Development

You are encouraged to further your yachting career by undertaking suitable courses whilst seconded to any Yacht. The YO, may authorise reimbursement of the training course costs. If you wish to undertake such a course and obtain the funding, you must in the first instance consult and obtain written confirmation of their agreement. The YMC will confirm the conditions attached to any approved training courses at the time of authorisation.

For any approved course which the YMC authorises, (not basic standard training), time away for an approved course will be considered as part of Annual Leave unless the YO and or Employer, at its sole discretion considers this as paid working time. The maximum number of weeks for approved training courses in any rolling 12 months is 4 weeks per Employee.

On obtaining approval confirmation from the YO, the YO will arrange and pay for the training course and associated costs. If the Employee resigns or their SEA terminated for Gross Misconduct or a breach of contract within 8 months of successful completion of the approved course the cost of the course will be deducted from the final payment due. On successful

completion of the course the Employee will provide a copy of the certificate of completion and the training course receipts.

The Employer will arrange for reimbursement of the training course costs (but not associated travel, accommodation and subsistence costs) when the Employee has completed 6 months service from the completion date of the approved course. If the Employee leaves employment within 6 months from the completion date of the approved course there will be no reimbursement of the training course costs.

Costs of the approved training course will be fully reimbursed at the rate of 1/12th per month commencing 6 months service from the completion date of the approved course. If the Employee leaves employment within the period of reimbursement, no further payments will be made from the date of termination.

19. On Board Training

Employees must participate in operational, safety and security training and drills for continued professional development and as required by SOLAS. All Employees are made aware of international regulations, class requirements, codes, national standards etc. that are applicable to the safe operation of the Yacht. The YMC keeps the Captain regularly advised of relevant information. Use is made of industry publications and information from the IMO and the Flag Administration.

The Captain is responsible for the day to day updating of Employees in relation to legislation and working practices. Safety/ Security Meetings are used to advise the Employees of changes to rules, regulations, codes and guidelines. The Captain and any Employee that has operational use of the SMS must ensure that they have an adequate understanding of relevant rules, regulations, codes and guidelines. The YO will support the Captain and Employees in this and will work together with them to ensure relevant training, familiarisation and updates to SMS are initiated.

Training needs should be identified and recorded in Safety/ Security Meetings together with the planned timescale and Employees responsible for actioning. This applies to training that can be provided on board and ashore. Records of training provided are recorded in the Employee's training logs.

20. Expenses

20.1 The Employer has agreed with the Captain that you shall be reimbursed, on a monthly basis; all expenses reasonably incurred by you wholly and exclusively in the performance of your duties (subject to the production of such vouchers or other evidence of actual payment) as the Captain may reasonably require. All receipts must be presented for payment within 90 days of the date on the receipt or they may be refused at the Captain's discretion.

It shall be a strict condition of this contract that any purchases are made in accordance with the purchasing policy in **Section 35** below.

20.2 Whilst onboard the vessel, your maintenance, food, accommodation and uniform will be provided for.

20.3 Reasonable travel expenses incurred when joining or leaving the vessel shall be reimbursed on presentation of valid receipts. The reasonableness of the expenses shall be determined at the discretion of the Captain. Reimbursement of travel expenses shall be paid either with the next monthly salary or directly from the Yacht's account by the Captain.

Each Employee shall be entitled to the number and class of flights as specified in the SEA from the country or the port in which the Yacht is located at the commencement

of such Annual Leave in **Section 9** above. Each Employee must pay for the cost of travel in advance and submit the receipts to the Captain for reimbursement. Reasonable costs will be reimbursed, including all ground transportation between the Yacht and airport and between the airport and the final destination, or other modes of travel. Reimbursement will be made by the Captain.

21. Confidentiality

You shall not (except in the proper course of your duties) disclose or permit to be disclosed to any person, employer or partnership or otherwise make use of or permit to be made use of any confidential information relating to any vessel on which you are seconded, and any passengers and guests who use the vessel or any third party to whom you provide services. It includes information whether contained in documents, records, electronically, on disks or tapes. This restriction shall continue to apply after the termination of employment without limit in point of time but shall cease to apply to information which:

- is in the public domain, save through breach by the Employee of any of the terms and conditions set forth herein; or
- is ordered to be disclosed by a Court in any competent jurisdiction or required to be disclosed by law.

On termination howsoever arising out of employment, you shall forthwith deliver up to the Captain, or the YMC if you are the Captain, all documents, computer disks, computers, software, keys, and other property (including summaries, extracts or copies) belonging to the Employer, YMC or, YOC or which relate to a third party to whom you provided duties pursuant to the terms and conditions of employment set forth herein.

Should you breach the confidentiality terms define herein, you unequivocally guarantee to be held personally liable for all and any loss and/or damage suffered as a result.

Social media sites such as Facebook, YouTube, Myspace, Twitter or others shall not be used to post material that is inappropriate or illegal. This includes personal information or data about the YOC, Guests, Employees or contractors without their express consent. An Employee may still be liable even if the YOC, Guests, Employees or contractors are not expressly named in the websites or blogs as long as the Company and Employer reasonably believes they are identifiable – this could constitute a breach of the Data Protection Act which is a criminal offence.

Only fully briefed and authorised spokespersons of the YO or the Captain can give information or interviews to the press. Therefore, if individual Employees are approached by a member of the press, they must NOT comment.

The Captain and the Employee may be bound by separate security briefings and constraints imposed by the YO or Guests, but they should always keep the above mentioned policy as their minimum, and avoid discussions with the press or media institutions. Employees are reminded that discussing the Yacht, YO and operations when ashore must be kept to a minimum as it is unknown who may overhear such conversations.

The press may try to pressurise Employees into talking about an incident or the Employer or the YO, or disclosing private information relating to a Yacht or the YO. Employees should not be tempted to respond to questions or provocation.

In the event of an incident, Employees should consider how much information should be passed onto family and friends that may later be relayed to the media.

22. Safety

During the course of your employment, you shall maintain, update and keep yourself apprised of all safety procedures in accordance with and included in your qualifications and ensure that

all duties are carried out and conform to the safety instructions and procedures under which the vessel you are seconded to is governed by class, Flag State, Port State Control or ownership requirements within the SMM.

It is a condition of your employment that

- i. you are fully conversant with the fire fighting equipment, distress signal operation, life raft operation and procedures and be able to demonstrate and prove knowledge of the routines and functions according to the manuals and training provided by the Yacht that you are seconded to;
- ii. you shall use the available protective and medical equipment and to carry out your duties in a conscientious manner and to have the utmost regard for your own safety, the safety of the Yacht you are seconded to, its crew, its Guests and any other person on board at all times;
- iii. you shall not bring on board any unauthorised person. An unauthorised person is a person being on board without the consent of the Captain of the Yacht.

23. Social Security

If you have a mandatory Social Security contribution to make to your country of residence it is your responsibility to complete the appropriate forms and to provide your Employer with a copy of such documents. If you are in doubt as to which jurisdiction you have a Social Security liability we will arrange for an assessment to be carried out upon your request. Employer is obliged to complete appropriate forms if mandatory Social Security contribution arise from Flag state or from Employer's state of the residence.

24. Annual Review

The Employer, in conjunction with the YO will carry out an annual review of the pay and conditions at the end of each calendar year. Any resulting changes to either pay or conditions shall be at the sole discretion of the Employer.

25. Bonus and Benefits

There are no bonus or benefits attached unless stated in this SEA.

26. Other Benefits

Some benefits are provided under policies of insurance.

Please note that it is your responsibility to ensure that any personal information related to the administration of these benefits, is kept up to date. If found to be incorrect, this may invalidate any claim you wish to make.

27. Other Employment

During employment you shall (unless prevented by illness or other like cause incapacitating you from carrying out their duties) devote your whole time and attention to carrying out your employment duties and must not accept any other employment or engage in any trade or occupation or be concerned or interested in any other business (whether inside or outside your normal hours of work).

You may not directly or indirectly solicit or accept personal fees, commissions or emoluments of any nature whether from suppliers, others doing business with the Yacht or any other yacht that you carry out duties on or howsoever arising. In addition you may not, without the express authority of the Employer accept gifts or gratuities from Guests or others.

28. Equal Opportunities, Discrimination and Harassment

The Employer believes that everyone should have an equal opportunity in all aspects of their employment. Any employment-related distinctions made between Employees in the workplace will be based solely on merit.

Someone may be unaware of the negative impact of their behaviour on you and/or others. If you feel comfortable to do so, you should advise them that they are acting in an unsuitable or unfair way and that their behaviour is unacceptable.

If you do not feel comfortable doing this, you should seek further assistance from your Captain, the YO or the Employer.

If you would like to lodge a formal complaint then please refer to the Employer's Complaints Procedure as set out above.

i. Discrimination

The Employer believes that you have a right to a workplace free from hostility and a work environment free from discrimination.

In our environment, any discrimination will not be tolerated and disciplinary action, up to and including dismissal, will be taken against anyone engaging in such conduct. This applies to conduct both on the Yacht to which you are seconded and during the course of any employment related events or employment activities. It also applies to any occupant or visitor to a Yacht upon which you perform your duties.

ii. Harassment

Harassment is any form of behaviour that is not wanted and not asked for and that humiliates, offends, or intimidates someone because of his or her race, gender, pregnancy, sexual preference, marital status, disability, age, faith or belief (e.g. religious or political).

Behaviour can be harassment even if the person does not intend it to be. If a reasonable person would find the behaviour offensive or intimidating then that is harassment. For example, persistent and unwanted attention from a colleague, even if not intended to be harassing, may amount to harassment.

If you are on the receiving end of the unwanted behaviour and you make it clear that you do not like what is happening and want it to stop, either by alerting the harasser or someone else in the organisation and the behaviour continues, then it is harassment.

You do not have to be directly involved in a situation to feel you have been harassed. A third party witnessing or overhearing a situation or conversation not intended for them is still able to complain if he or she feels it humiliates, offends or intimidates him or her.

The Employer's policy regarding harassment applies inside and outside the workplace and, as such, you are held accountable regardless of where harassment takes place.

A relationship or behaviour that is freely accepted by everyone involved is not harassment. If you are in doubt about whether a particular type of behaviour is acceptable, you should speak to the others involved asking whether it is. If they too feel the behaviour is unacceptable then you should tell the person who performed the harassment to stop, which they should do immediately.

You should always apply caution if you are unsure as to whether a particular behaviour would constitute harassment.

You should also be aware of those nearby who are not directly involved in the behaviour, but may find it offensive.

The Employer will:

- actively discourage harassment of any kind, including sexual harassment, in relation to Employees and all business dealings;
- investigate complaints/grievances that are brought to its attention, liaising with the Employee, the Yacht's Captain and the YO to confirm the proper process for resolving the situation;
- treat complaints seriously, impartially and with the strictest confidence;
- ensure that no one is victimised for making a complaint.

29. Personal Property

You are responsible for your own property and must ensure that you keep it in a secure place. The Employer accepts no responsibility for any loss or damage to your property whilst seconded to any Yacht.

30. Lost or Stolen Property

If you lose, find or have any items stolen from the Yacht, you should report this to the Captain, or your Superior immediately.

31. Data Protection

The Employer is notified with the Guernsey Data Protection Commissioner. Being notified allows us to store and process personal data within the relevant Data Protection legislation.

The Law is concerned with the processing of information about individuals, whether manual or automatic, with those who undertake the processing and with the individuals to whom the data relate. As data controllers storing and processing personal data we all have a responsibility of care under the Law.

The Eight Principles

Data Controllers must adhere to certain principles in connection with the personal data they hold. Broadly they state that personal data shall:

1. Be obtained and processed fairly and lawfully.
2. Only be held for specified, lawful, registered purposes.
3. Adequate, relevant and not excessive.
4. Accurate and up to date.
5. Kept no longer than necessary.
6. Processed in accordance with the rights of data subjects.
7. Kept secure.
8. Transferred out of jurisdiction only if there is adequate protection, i.e., equivalent legislation in recipient country.

i. **HR DATA & RECORD RETENTION POLICY**

Your Employer recognises the importance of effective data management and HR record keeping enabling the Employer to discharge its functions. This requires, amongst other things, a data and record retention policy specific to the HR function.

To comply with the principles of the Data Protection, records containing personal data must be:

- stored appropriately having regard to the sensitivity and confidentiality of the material recorded;
- retrievable and easily traced;
- retained for only as long as necessary;
- disposed of appropriately to ensure that copyrights are not breached and to prevent them falling into the hands of unauthorised personnel.

Application of the HR Data & Record Retention Policy

This policy applies equally to electronic media that is used to store records as well as more traditional paper or card records. The period of retention only commences when the record is closed.

Storage of Data & Records Statement

All HR data and records should be stored as securely as possible in order to avoid potential misuse or loss. All HR data and records will be stored in the most convenient and appropriate location having regard to the period of retention required and the frequency with which access will be made to the record.

HR data and records which are active should be stored in the most appropriate place for their purpose.

HR data and records which are no longer active, due to their age or subject, should be stored in the most appropriate place for their purpose.

The degree of security required for file storage will reflect the sensitivity and confidential nature of any material recorded.

Any data file or record which contains personal data of any form can be considered as confidential in nature.

Retention of HR Data & Records Statement

HR data and records should not be kept for longer than is necessary, therefore no personnel file or record should be retained for more than ten years after it is closed, unless a good reason for longer retention can be demonstrated.

It is to be emphasised that the period of ten years is a maximum period. It may be appropriate having regard to the nature of the record to opt for a shorter period.

The data that will be retained includes:

- Salary records
- Personnel files and training records
- Pension scheme investment records and pensioners' records (indefinitely)
- Redundancy details

Reasons for longer retention would include the following:

- Statute requires retention for a longer period.

- The record contains information relevant to legal action which has been started or is in contemplation.
- Whenever there is a possibility of litigation, the records and information that are likely to be affected should not be amended or disposed of until the threat of litigation has been removed.
- The records are maintained for the purpose of retrospective comparison.

The records relate to individuals or providers of services who are judged unsatisfactory. The individuals may include employees who have been the subject of serious disciplinary action. Decisions relating to the retention of data in these circumstances should be authorised at the appropriate Directorial level.

Destruction & Disposal Statement

Reviews will take place annually in order to identify when a file is reaching the 10-year limit. Once this point is reached, the file will be securely destroyed.

All information of a confidential or sensitive nature on paper or electronic media must be securely destroyed when it is no longer required.

This ensures compliance with the 5th Data Protection principle and the duty of confidentiality we owe to our Employees.

32. Other Information

i. Changes of Personal Details

In order to ensure that you receive your salary and any other benefits to which you may have been invited to participate, it is important that we are kept up to date with information on your personal circumstances.

You must therefore advise the Employer in writing of any changes in personal details, in particular the following:

- address / telephone number;
- marital status;
- changes of name;
- emergency contacts;
- bank account details - account number / sort code.

ii. Dress Code

Hair should always be kept neat and tidy. Earrings may not be worn, unless agreed with the Captain. Where uniforms are provided, they should be worn in full whenever the Employee is on duty and should be kept clean and tidy at all times. The Employee is required to ensure the uniform is kept clean and laundered at all times.

The Employee's uniform is the property of the YOC to which they are seconded to provide duties from time to time and should therefore be returned to the owner of the vessel or their representatives on termination of each secondment.

Where required for the purposes of their employment, the Employee will wear the protective clothing provided by the relevant YOC. Any failure to comply with these rules, which are designed to protect the Employee's health and safety and that of other Employees, will be treated as a serious act of misconduct and may lead to disciplinary action being taken against them.

iii. Smoking

The Employer operates a total ban on smoking and as a result Employees are not permitted to smoke onboard any Yacht upon which they are seconded.

iv. Whistle Blowing Policy

The Employer aims at all times to conduct its business with the highest standards of integrity and honesty and expects employees to maintain the same standards in everything they do. Malpractice is taken very seriously by the Employer and the Employer will have the greatest respect for the confidentiality of Employees (“whistle blowers”) if raising concerns of malpractice by anyone involved in The Employer’s business or upon any vessel to which you are seconded. Employees are encouraged to report any wrongdoing. You are reassured that the victimisation of whistle blowers will not be tolerated in any form.

The Employer appreciates that employees may not always feel comfortable discussing their concerns. This policy is designed to ensure that Employees are confident they can raise their concerns in the knowledge that they will be taken seriously. The Employer will treat your concerns, as far as possible, as confidential (subject to any legal or regulatory obligations on the Employer) and no action will be taken against you where you raise an allegation in good faith.

You should normally raise your concerns with your Captain, Superior or the Employer; whichever is most appropriate.

This policy is intended to encourage employees to raise genuine concerns. If you abuse this policy by raising unfounded allegations maliciously the Employer may instigate disciplinary action against you.

33. General Rules

I. Interior Use

- The YO’s accommodation / Guest area is out of bounds to all unless working within this area;
- At no time shall an Employee use a toilet within the Guest area;
- The bridge is regarded as a Guest area and must be kept that way. No food or drink is to be taken onto the bridge except when on passage. No food or drinks will be tolerated around the bridge equipment;
- No personal food or drink is to be taken into Guest areas by any Employee;
- The galley ranges and cooking utensils are out of bounds to all Employees except the Chef;
- No exterior shoes to be worn inside. Wherever possible, shoe cleaning is to be undertaken ashore.

II. Exterior Use with no Guests

- Whilst in port or at anchor, the foredeck is for Employee use. No other areas are to be used for relaxing;
- Whilst underway, you can use all areas of the deck. Please check with the deck department as to which areas have been cleaned, and be especially careful with sun cream;
- The top deck is considered a dangerous area when underway, and so avoid it when the weather is anything less than perfect;

- No coffee or tea cups/mugs are allowed on exterior decks;
- Please be aware of the dangers of being out on deck alone whilst on passage. When conducting fire/deck rounds at night, always carry a waterproof torch and a waterproof radio.

III. Exterior Use with Guests

- The foredeck is reserved for crew relaxation; however Employees should bear in mind that Guests have full access to this area as well;
- No coffee or tea cups/mugs are allowed on exterior decks other than the foredeck;
- Only use the port/starboard side gangway when leaving or returning to the Yacht.

IV. Crew Mess

Please keep the crew mess tidy and have respect for others. Do not leave any personal items in the mess. After each meal, Employees are expected to clear all of their own utensils, and after a late night out are expected to leave the area as they found it. Those who abuse this will find themselves with extra watches that include the mess duties. The TVs are for everyone but generally the watch persons will have the choice of the evening's movie / programme. Last person to bed should switch the TV system off.

If the dishwasher is full and clean, Employees should either empty it or wash their own dishes. Do not leave them for someone else to clear up.

Please keep the noise down and the door to the crew cabins closed when other people are asleep, especially when at sea or on charter. This also applies on the foredeck. Walk quietly if people are asleep.

The security TV screens are to be kept on at all times.

V. Computer Use

- Under no circumstances should any games be loaded onto any of the Yacht's computers;
- Under no circumstances is any other program to be loaded onto any of the Yacht's computers without first informing the Captain.

VI. Email

- The Yacht provides a free broadband Internet service. However Employee email downloads will be restricted in size;
- Always use the Yacht address for sending/receiving business emails. All Yacht emails will be automatically copied to the Captain and YMC;
- When opening an email, do not open attached files from unknown addresses, or files with 'exe' extensions as they may contain viruses. If in doubt, don't open it!

VII. Use of the Yacht's Tools and Loose Equipment

All tools and the Yacht's equipment shall remain on board the Yacht at all times. There are no exceptions to this rule and anyone found removing any of the Yacht's tools or equipment, for whatever reason, e.g. repairing cars, bikes or houses etc, will be subject to disciplinary action.

VIII. Sports Equipment

The tender is generally available for Employee use after working hours with various restrictions:

- It must always be driven by a qualified Employee. The Captain will grant permission to those who are able to drive the tender;

- Fueling / cleaning / covering of the tender must be done outside working hours;
- Any damage to the crew tender whilst using it for 'out of work activities' will be paid for by the Employee involved;
- The tender must be cleaned and covered at all times, no exception;
- The privilege of using the tender will be removed from any Employee who abuses the craft or is deemed to be using it recklessly;
- Before using the tender for sport, first check with the Captain;
- There will be certain 'toys' that are for YOC or Guest use only. Check with the Captain as to which these are;

IX. Music / Entertainments

- Do not use personal stereos (with headphones) during working hours as all Employees need to hear and react immediately to the alarms and PA announcements;
- The central music system is only to be operated with care. Please inform the Captain of any problems. All outside music is to be kept to a sensible level.

X. Visitors

- With no Guests, Employees may bring friends and family into the crew mess at the discretion of Captain;
- No Visitors are to stay the night and must be off the Yacht no later than the last tender run;
- If a Visitor is to stay for a meal, firstly permission must be granted and the galley staff informed;
- Permission must be granted by the Captain, before showing anyone through the interior of the Yacht;
- No photographs can be taken of the Interior;

Employees must not bring friends and family on board during YOC or Guest trips without permission of the Captain.

xi. Guests on board – General Rules

- Never take food or drink on deck – drinking water may be stowed in lockers on the foredeck;
- Employees must be clean shaven and showered every day;
- Do not use chewing gum in front of the Guests;
- At no time should an Employee (whilst in a Guest area and on duty) sit down unless invited to do so. This applies especially to the deck crew when standing by on the aft deck;
- When walking past windows in the Guest areas do not stare inside;
- At no time shall a Employee ask any Guest for their autograph or picture;
- Adult guests shall be referred to as Sir or Madam, unless told otherwise;
- Deck crew and engineers are to avoid the upper and top deck areas as much as possible;
- Walk quietly when moving around on the main deck as the Guest cabins are directly beneath;

- Employees must wear the correct uniform at all times – check with the Captain;
- Engineers are to wear appropriate uniform (pre-agreed with the Captain) whilst on deck;
- Please wear your uniform during your time off when moving around the deck;
- Employees must wear full charter uniform when on the bridge, whether on or off duty;
- Communication is vital for the smooth running of a charter. Employees are to share information about Guest activities between departments.
- Swimming from the Yacht is not allowed at any time;
- Employees may request tender runs during their time off, however it must be at a time when the tenders are not tied up with Guest activities;
- All Employees (except those out with the Guests) are to be back on board by midnight or at the last designated tender run. Please ask permission from the Captain for an extension of this;
- When 'officially' out with the Guests, there is a curfew of 0300 hrs. This may prove to be impossible to keep, but Employees must at least try to abide by this curfew. In any case each Employee must be at work by 1000 hrs at the latest each day;
- The Chef should be prepared to present himself/herself to Guests if requested. If so requested, the Chef should wear a clean uniform and appropriate Chef's hat.

xii. Security

- The deck watchkeeper is responsible for locking the exterior doors. All doors will be locked after the working day;
- The exterior is covered by a CCTV system;
- At no time should you use the camera zoom facility to focus on Guest activities;
- Yacht security is vital to the protection of the Yacht, the Employees and embarked Guests. All Employees, regardless of duty status are responsible for alerting the Duty Officer and or Captain of any security breaches or unusual events that require investigation, or could jeopardise the Yacht, her Guests or crew;
- If the duty deck watch has been alerted to an intruder, on no account should they apprehend anyone alone.

xiii. Laundry

- Use the laundry bags provided;
- All laundry, including Employee sheets must be in by 0800 hrs and sorted correctly;
- The deck crew must receive instruction from the interior department before using the machines;
- Uniforms will be laundered and pressed by the interior department. Employee personal clothes will be laundered but not pressed. Hand washed items, personal dry cleaning as well as shoe cleaning are Employee responsibilities;
- Employee sheets are to be laundered weekly;
- Do not remove linen from the Yacht.

xiv. Galley, Pantries, Storerooms and Fridges

The Chef is responsible for ensuring that the galley, pantries, storerooms and fridges areas are kept in a clean, tidy and hygienic condition. Fridge temperatures shall be monitored and recorded.

xv. Crew Cabins

It is each Employee's responsibility to keep their own cabin clean and tidy. Beds must be made daily, and all clothes put away. Personal effects must be stowed so as not to interfere with others, and not to be a danger at sea. Bathrooms must be cleaned and disinfected at least once a week.

xvi. Captain's Inspection of the Yacht

The Captain (or person delegated by him) carries out inspections of crew accommodation, common areas, food and water on a weekly basis using the accommodation inspection checklist and an entry made in the OLB. This is to verify that the areas are maintained in a clean, well maintained and hygienic condition.

xvii. Food and Catering

- The Employees are provided with adequate and suitable food and drinking water supplies, free of charge, based on the number of Employees, the duration of the voyage, and taking into account different cultural and religious backgrounds.
- Requests for certain food types should be made to the Chef.

xviii. Accommodation

- Previous ILO conventions apply to vessels whose keel was laid prior to 20th August 2013. The Yacht's keel was laid prior to this date and, as part of construction, the Employee accommodation was verified as meeting the applicable requirements;
- Male and female Employees should have separate sleeping rooms except where they are in a relationship or where there has been mutual agreement between the individuals and by the YOC. Where practicable, watchkeepers will not share cabins with dayworkers. The Captain will verify that these principles are followed and report to the YMC if compliance is not possible.
- In all cases, the total number of crew carried shall not exceed the number of individual bunks provided for Employees as shown on the Certificate of Cayman Registry.
- Suitable bedding, towels, eating utensils and washing consumables are provided. The Chief Stewardess should be contacted if there are additional needs.

xix. Recreational Facilities (including mail and Yacht visit arrangements)

The following recreational facilities are available onboard:

- DVDs & DVD players (crew mess/ cabin)
- Books
- iPod docks
- Employees may use diving, and sports equipment only with the agreement of the Captain.
- The deck area reserved for Employees is located on the foredeck.
- The YMC will review recreational facilities from time to time.
- The YMC is responsible for ensuring that Employee's mail is forwarded reliably and efficiently, avoiding additional postage for readdressing mail. The mailing address for the Yacht is: YMC, or as shown on the crew mess notice board.

- Subject to the operations of the Yacht and in agreement with the YMC and/ or Captain, partners, relatives and friends of Employees may be permitted as Visitors onboard.

34. External

The Employer recognises that there may be matters that cannot be dealt with internally and external authorities or other organisations in the jurisdiction in which you are working. Where this becomes necessary the Employer reserves the right to make such a referral without your consent.

35. Purchasing and Supplies

The Captain and Employees shall purchase and order fuel, stores, equipment, services or any other necessities, in accordance with the purchasing policy provided by the YMC. The Captain and Employees are required to provide receipts and documentation in support of all orders and expenditures and to account for all purchases and supplies in accordance with the purchasing policy as provided by the YMC.

36. Bribery Policy and Procedures

United Kingdom of Great Britain Bribery Act 2010 - POLICY TO COMBAT BRIBERY AND CORRUPTION

The Employer, is committed to complying with all applicable laws, rules and regulations designed to combat bribery and corruption. In addition, the Employer expects its representatives and intermediaries to comply with all such laws, rules and regulations and to be neither involved with bribery, nor corrupt activities. The Employer prohibits the offer, arrangement or acceptance on its own behalf of any form of bribe, regardless of whether that bribe is paid directly or indirectly by a third party. Representatives and intermediaries of the Employer need to be mindful that the offer of an inducement (which need not necessarily take the form of money) to do something which is dishonest, illegal or a breach of trust in order to give another individual or entity a commercial advantage, may also be a bribe. Gifts or entertainment offered by employees to clients, prospective clients, or business introducers, may similarly be seen as a bribe if that gift or entertainment is excessive in value.

For the purpose of this policy, a bribe is defined as the intentional offer, promise, payment, arranging for the payment, transfer or receipt of anything of value, whether directly or indirectly, to or from any person, for that person to act or refrain from acting in breach of performance of official or fiduciary duties, or in breach of contractual or other obligations in order that Lesia obtain or retain business, or gain any other improper advantage.

The purpose of this policy is to ensure that Employer, its Employees, representatives or intermediaries do not become involved in the use of bribery.

Accordingly, the Employer:

- Prohibits the offer, arrangement, or acceptance by anyone on its behalf of any form of bribe, whether the bribe is paid directly or indirectly through a third party or a chain of third parties on behalf of Employer.
- Prohibits any Employee, representative or intermediary from offering, arranging or accepting a bribe for their personal benefit or for the personal benefit of any person connected to them.
- Prohibits the offer or acceptance of gifts and entertainment by any Employee, representative or intermediary whenever such arrangements could affect the outcome of business transactions and are not reasonable and bona fide expenditures.

37. Damage

All damage of whatever nature to the Yacht or equipment must be reported to the Captain within 12 hours of the incident or on discovery, whichever is the sooner, and reasonably promptly in all other circumstances.

38. Notices

All Notices required under the SEA or the terms of this Crew Handbook must be made in writing and sent to the addresses of the parties at their respective addresses as set out in the SEA or Crew Take On Form. Written notice under the terms of this Crew Handbook shall be satisfied by sending the notice by registered letter, facsimile or email.

39. Governing Law & Jurisdiction

The provisions of this Crew Handbook and the specific terms of your employment shall be governed by and construed in accordance with the Laws and customs of Malta and shall be subject to the jurisdictions of the competent courts of Malta.