



Retention of Crew Agreements for Vessels not subject to the Maritime Labour Convention requirement to have Seafarer Employment Agreements

Notice to all shipowners, ship operators and ship managers; employers of seafarers; masters, officers and seafarers on ships and other sea-going vessels which are not subject to the ILO Maritime Labour Convention 2006 requirement, to have individual Seafarer Employment Agreements for each seafarer instead of crew agreements.

This MGN replaces Marine Guidance Notes MGN 148 (M) and MGN 149 (M) for ships and yachts respectively which are not subject to the Maritime Labour Convention.

Summary

This MGN provides information and guidance on the continuing requirement for crew agreements to be maintained on those UK sea-going ships and yachts which were previously required to maintain them and which are not subject to the Maritime Labour Convention requirement that seafarers on UK registered sea-going ships ordinarily engaged in commercial activities shall have individual Seafarers' Employment Agreements in place of a Crew Agreement.

It also advises that documentation required for Crew Agreements will no longer be produced by MCA. In future it will instead be for shipowners/employers to produce such documentation themselves or arrange for its production.

1. BACKGROUND

1.1 Most UK sea-going Ships, Hovercraft, Yachts and other vessels, which operate commercially will, by virtue of the Merchant Shipping (Maritime Labour Convention) (Minimum Requirements for Seafarers etc.) Regulations 2014 (hereinafter called "the MLC Minimum Requirements Regulations"), be required in future to have individual Seafarer Employment Agreements for all seafarers in place of the crew agreements which were used previously.

1.2 The MLC Minimum Requirements Regulations do not however apply to the following:-

- Pleasure Vessels (*except those operating commercially at any time which will need to comply with the MLC Minimum Requirements Regulations*);
- Fishing Vessels;



- Ships of Traditional Build;
- Warships or Naval Auxiliaries; and,
- Vessels which are not ordinarily engaged in Commercial Activities.

The provisions of the Merchant Shipping (Crew Agreements, Lists of Crew and Discharge of Seamen) Regulations 1991 (SI 1991/2144) (the “Crew Agreement Regulations”) will continue to remain in force for vessels in those categories which were previously required to have crew agreements.

- 1.3 Of the five categories of vessel referred to in the preceding paragraph, fishing vessels remain subject to the Merchant Shipping (Crew Agreements, List of Crew and Discharge of Seamen) (Fishing Vessels) Regulations 1972 (as amended) and Royal Navy warships are not subject to merchant shipping legislation. Neither categories of vessel are therefore subject to either the new or existing Regulations applicable to merchant ships. Naval auxiliaries, such as Royal Fleet Auxiliary vessels, which are registered as merchant vessels but do not operate commercially will however continue to require crew agreements unless they voluntarily choose to adopt Seafarer Employment Agreements instead.
- 1.4 Pleasure vessels as defined in the MLC Minimum Requirements Regulations whilst falling outside the requirement to have Seafarer Employment Agreements will however continue to require crew agreements if they undertake voyages, **other than a coastal voyage**, for which more than 4 members of the crew receive wages for their employment.

NOTE - "coastal voyage" in this context means a voyage between places in the British Islands (including the Republic of Ireland) or from and returning to such a place during which, in either case, no call is made at any place outside those islands

- 1.5 “Ships of Traditional Build” were not previously excluded from the requirement to have a crew agreement, so the requirement to do so will continue to apply unless they also fall within one of the exempted categories referred to above.

2. FORM OF CREW AGREEMENT

- 2.1. Section 25(3) of the Merchant Shipping Act 1995 states that the provisions and form of a crew agreement must be of a kind approved by the Secretary of State (in practice the Maritime and Coastguard Agency (MCA)) and different provisions and forms may be so approved for different circumstances. In this context Marine Guidance Note MGN 148 contained two types of contractual clauses for use in crew agreements for UK merchant ships. These were the ALC (BSF) 1(d) - commonly referred to as the “Federated Crew Agreement” - which applied pre 1990 British Shipping Federation Terms and Conditions and ALC (NFD)1(d) - commonly referred to as the “Non-Federated Crew Agreement” - which met the requirements of ILO Convention 22 on Articles of Agreement. Marine Guidance Note MGN 149 contained a separate set of contractual clauses for use on Yachts - ALC (YT)1(d)
- 2.2 As indicated in section 1 above, under the MLC Regulations all UK commercially operated sea-going vessels will in future require individual Seafarer Employment Agreements for each seafarer on board in place of Crew Agreements. The number of vessels still requiring crew agreements will therefore be significantly reduced and the opportunity has therefore been taken to rationalise the number of crew agreements in use. It has accordingly been decided to dispense with the “Federated Crew Agreement” because it is now out of date and it is considered that all vessels that may previously have used it will now require Seafarer Employment Agreements instead.



- 2.3 So far as the “Non-Federated Crew Agreement” and the “Yacht Crew Agreement” are concerned, these are virtually identical and the opportunity has therefore been taken to combine them into a single document which can be used on any vessel which still requires a crew agreement.

3. DOCUMENTS COMPRISING A CREW AGREEMENT

- 3.1 The documents which, when taken together, form a crew agreement for a UK ship are as follows:-

3.1.1. Outer Cover – *(suggested format at Annex 1)*

This should take the form of an outer protective cover of sufficient size to protect the crew agreement and associated documentation. Provision should be made on the front of the cover for the recording of the following information:-

- name of the ship;
- port of choice;
- official number;
- gross tonnage;
- nett tonnage;
- kilowatt power of the engine
- name and address of shipowner (i.e. registered owner or manager);
- description of the ship, e.g. motor vessel, steamship, motor yacht, sailing yacht; cruiser etc.
- dates and places of commencement and termination of the agreement'

Provision should also be made on the outside of the cover for the signature of the master upon the opening and closing of the crew agreement as well as the date and place at which the crew agreement was opened and closed. Provision should additionally be made on the inside of the Outer Cover for entries to be made by MCA superintendents and surveyors as well as proper officers and UK Consuls.

3.1.2. Contractual Clauses - *(suggested format at Annex 2)*

The contractual provisions should include the clauses shown at Annex 2 and require insertion of additional information before they are used. Once that has been done they should be enclosed in the outer cover and attached to it. Further information to be entered into the Contractual Clauses comprises the following:-

- The name and address of the employer;
- The limits of the voyage(s) to be undertaken during the period of validity of the Crew Agreement. This can be achieved by quoting the geographical limits e.g. by quoting the relevant latitudes and longitudes or specific ports and/or countries or by stating that the voyage will be within the “Near Coastal” or “Unlimited” trading areas;
- The period of notice to be given by either party to terminate a seafarer’s employment under the crew agreement; and,
- The place where such notice is to take effect



Provision should also be made for the contractual clauses to be signed and dated by the master, or other representative of the employer, upon a crew agreement being opened.

3.1.3. Lists of Crew (*suggested formats at Annexes 3 and 4*)

Two lists of crew are required. One is for seafarers who are parties to the crew agreement (i.e. the majority of the crew) and the other is for seafarers (e.g. masters) who are exempt from the requirement to sign a crew agreement. Suggested formats for both lists of crew in A4 format are at Annexes 3 and 4 respectively.

(a) **List of Crew and Signatures of Seafarers who are Parties to the Crew Agreement** (Annex 3)

This should make provision for the recording of the following information for each seafarer:-

- Reference number in Log Book
- Name of Seafarer
- Discharge Book Number (or date and place of birth)
- Name of Ship on which last employed
- Address of Seafarer
- Name and relationship of next of kin and address if different to seafarer
- Rate of wages - NOTE - Provision must be made for the actual rate of wages of a seafarer to be inserted at the time of engagement. If more convenient company pay scales, or individual agreements with seafarers, from which this may be determined may be annexed to the agreement however the entry "As agreed" is not acceptable.
- Date of commencement of employment on board
- Date and place of leaving the ship
- If discharged the reason for discharge
- Signature of seafarer on engagement
- Signature of seafarer on discharge
- Signature of person before whom the seafarer is discharged
- Capacity in which seafarer is employed
- Number of Certificate of Competency, Equivalent Competency etc held
- Full description of Certificate of Competency, Equivalent Competency held including all endorsements (e.g. restrictions, Dangerous Cargo Endorsements etc) and the Country of Issue

(b) **List of Crew relating to Seafarers exempted from the requirement to sign a Crew Agreement** (Annex 4)

This normally covers the master of a vessel and should make provision for the recording of the following information for each seafarer:-

- Reference number in Log Book
- Name of Seafarer



- Discharge Book Number (or date and place of birth)
- Name of Ship on which last employed
- Address of Seafarer
- Name and relationship of next of kin
- Address of next of kin if different to seafarer
- Date of commencement of employment on board
- Date and place of leaving the ship
- If discharged the reason for discharge
- Signature of seafarer on engagement
- Signature of seafarer on discharge
- Signature of person before whom the seafarer is discharged
- Capacity in which seafarer is employed
- Number of Certificate of Competency, Equivalent Competency etc held
- Full description of Certificates of Competency and Equivalent Competency held including all endorsements (e.g. restrictions, Dangerous Cargo Endorsements etc) and the Country of Issue

3.1.4. List of young persons (*suggested format at Annex 5*)

In accordance with section 55 of the Merchant Shipping Act 1995, and the Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Employment of Young Persons) Regulations 1998, a summary of the provisions of the regulations and a list of all young persons under the age of 18 must be included in every crew agreement. This applies irrespective of whether or not any young persons are employed on the vessel. Where no young persons are employed the word “NIL” should be written on the form.

The information to be included in each List of Young Persons is:-

- Reference number in List of Crew
- Family Name and other names in full
- Date of Birth
- Place of Birth
- Capacity in which employed

3.1.5. Copy of Crew Agreement (*suggested format at Annex 6*)

A copy of the crew agreement, or more accurately the completed contractual clauses, is required to be posted up in an accessible place on a ship or other vessel for reference by the crew as required.

4. NON-STANDARD CREW AGREEMENTS

- 4.1 Employers who wish to use a crew agreement other than in the standard form (e.g. an “Indefinite Crew Agreement”) or who wish to use a modified version of the standard form or a modified version of a previously approved non-standard agreement, will be required to submit them to the MCA for approval not less than 28 days before the agreement is intended to be used. To be approved by MCA such agreements must comply with ILO Convention 22 (Seamen’s Articles of Agreement)



and must not conflict with the general law of the United Kingdom nor place the UK in breach of its international obligations. Any agreements that do not comply with these requirements will not receive MCA approval.

- 4.2 All non-standard crew agreements must be in a similar form to that prescribed for standard agreements and contain contractual provisions dealing with the matters set out in Paragraphs 3.1.2. In considering requests for approval of non-standard agreements the MCA will have regard to the need to ensure that the seafarers are as adequately protected under these agreements as they would be under the standard form of agreement. Before approving a non-standard agreement the MCA will wish to know the views of any organisation(s) representing the seafarers concerned on the proposed agreement or modification.

5. INDEFINITE CREW AGREEMENTS

- 5.1 Whilst most crew agreements will run for a set period of time, MCA can consider approving agreements which will run without a time limit. However the concept of "Indefinite" crew agreements raises issues which are not covered in the standard "Fixed term" Crew Agreements so in addition to the provisions in the "Fixed Term" agreement an indefinite crew agreement must state:

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

- 5.2 In addition, given that a seafarer employed under an indefinite crew agreement will be able to give notice at any time irrespective of the location of the ship, MCA will normally only approve such agreements, which are restricted to the Near Coastal Area in order to protect employers from unexpectedly high repatriation costs. It may however be possible to approve indefinite agreements in the "Unlimited" Area provided the employer indicates to MCA in writing that it will accept responsibility for repatriation of seafarers irrespective of the location of the vessel at the time.

The provisions of the Merchant Shipping (Repatriation) Regulations 1979 apply to paid crew employed on UK registered yachts and require the employer to repatriate and maintain crew in accordance with those regulations. Where such action is not taken by the employer, UK Consuls and MCA surveyors are able to take the necessary steps, at the employer's expense.



6. EXEMPTION FROM REQUIREMENT TO HAVE A CREW AGREEMENT

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

7. APPROVAL OF NON-STANDARD AGREEMENTS OR EXEMPTIONS

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

8. REVOCATION OF CREW AGREEMENT EXEMPTIONS UNDER THE CREW AGREEMENT REGULATIONS FOR SHIPS SUBJECT TO THE MLC REGULATIONS 2014

- 8.1 In the past exemptions, from the requirement to have a crew agreement have been issued to specified ships where seafarers on that ship were covered by existing arrangements with their employer which provided them with protection similar, or even superior to, that provided by a crew agreement. With the introduction of a requirement for Seafarer Employment Agreements to be introduced for seafarer on ships other than those mentioned in paragraph 1.2 above, no new exemptions will be issued for any vessels required to have Seafarer Employment Agreements and all exemptions issued previously to such vessels will cease to be valid.

NOTE - The cessation of validity of Crew Agreement exemptions will not however apply to those exemptions which only exempt seafarers from the requirement to sign on/off the List of Crew when working a regular work/leave rota. If however such exemptions are over 5 years old or are not ship specific, new exemptions should be sought from MCA as all exemptions are now ship specific; recorded on a computerised database; and limited to a maximum period of validity of five years

- 8.2 In the case of those vessels not subject to the requirement to introduce Seafarer Employment Agreements in place of Crew Agreements for which there remains an obligation to have a Crew Agreement, exemptions from that requirement will remain in force although employers must apply for them to be renewed to bring them in line with MCA's current requirements if they are:-

- not recorded on the exemption database; or
- do not have a time limit of 5 years or less
- or are not ship specific.

Any exemptions which do not meet these criteria will need to be referred to Seafarer Safety and Health Branch of MCA for renewal where appropriate.

9. VOLUNTARY ADOPTION OF SEAFARER EMPLOYMENT AGREEMENTS

- 9.1 Vessels not subject to the requirement to have Seafarer Employment Agreements but which are currently required to maintain a crew agreement may voluntarily adopt Seafarer Employment Agreements for each seafarer in place of crew agreements should the vessel owner(s) wish to do so. This will however require submission of the proposed Seafarer Employment Agreement to the MCA seeking the issue of an exemption from the crew agreement regulations which will permit individual Seafarer



Employment Agreements to be used instead of a Crew Agreement. Where such Seafarer Employment Agreements contain all the information required for such agreements and are accordingly considered to provide protection for seafarers that at least equals the protection afforded by a crew agreement, a ship specific exemption may be issued by MCA.

9.2 All requests for the issue of an exemption permitting use of an SEA in place of a Crew Agreement must be accompanied by a specimen of the generic SEA it is proposed to use which must contain the information set out in Annex 1 of Marine Guidance Note MGN 477 (M). Additionally the following information should be provided for each of the vessels for which an exemption is sought:-

- (a) Name of Ship
- (b) Port of Registry/Operation
- (c) Official Number
- (d) Gross Tonnage
- (e) IMO Number
- (f) UK Class

10. PRINTING AND SUPPLY OF CREW AGREEMENT DOCUMENTATION

10.1 MCA will no longer print and supply crew agreement documentation for use on UK vessels. In future it will be for the employer, or shipowner to produce the relevant forms or arrange production of them. Suggested formats for the various documents forming a crew agreement are, as indicated in various sections above, attached as Annexes 1-6 to this MGN and will in due course be available for download from the Direct.Gov website.

NOTE The period of validity for a standard “Crew Agreement” has now been extended to 12 months.

11 SUBMISSION OF CREW AGREEMENTS, LIST OF CREW AND OFFICIAL LOG BOOKS

11.1 Crew Agreements generally have a fixed period of validity, unless an indefinite agreement has been agreed previously by MCA, and the lists of crew, list of young persons and Official Log Book have the same period of validity following which they are required to be sent to the Registry of Shipping and Seamen (RSS). Contact details for the Registry of Shipping and Seamen are as follows:-

Registry of Shipping and Seamen
Anchor Court
Keen Road
Cardiff
CF24 5JW

Tel: 029 20448800

Fax: 029 20448820

Email: seafarer_registry@mcga.gov.uk



12. CREW LISTS ON DEMAND

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

MORE INFORMATION

Seafarer Safety and Health Branch
Maritime and Coastguard Agency
Bay 1/29
Spring Place
105 Commercial Road
Southampton
SO15 1EG

Tel : +44 (0) 23 8032 9246

Fax : +44 (0) 23 8032 9251

e-mail: seafarer.s&h@mcga.gov.uk

General Inquiries: infoline@mcga.gov.uk

MCA Website Address: www.gov.uk/government/organisations/maritime-and-coastguard-agency

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**Maritime &
Coastguard
Agency**

Crew Agreement and List of Crew

The form and provisions of this agreement are approved by the Maritime and Coastguard Agency under Section 25(3) of the Merchant Shipping Act 1995.

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

Name of ship: *M/V, **S/S., *M/Y, *S/Y (*Delete whichever is inappropriate)	Port of choice	Official number	Gross tonnage
			Nett tonnage
			Kilowatts
Name and address of shipowner		Description of the ship (e.g. motor ship, steamship, motor yacht, sailing yacht etc)	
Date and place of commencement of crew agreement		Date and place of termination of crew agreement	
Date _____ Place _____ Signature of master _____		Date _____ Place _____ Signature of master _____	
<u>OFFICIAL USE</u>			
Received by the Maritime and Coastguard Agency/Proper Officer/			
at _____ on _____			



CONTRACTUAL CLAUSES FOR SHIPS, YACHTS AND OTHER VESSELS WHICH ARE NOT SUBJECT TO THE PROVISIONS OF THE MARITIME LABOUR CONVENTION 2006

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

IT IS AGREED THAT

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

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

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

(iii) after either

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

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

either the seafarer or the employer may give to the other notice (in writing or orally before a witness) to terminate the seafarer's employment under this Agreement such notice to take effect at a Port in..... (*country to be stated, e.g. United Kingdom*) and to be given not less thanhours/days* (exclusive of Saturdays Sundays and Public Holidays) either before the ship is due to arrive at that port or if the employment is to terminate at the port where the ship is when the notice is given before it is due to sail.

In relation to an individual seafarer this Agreement may be terminated

(i) by mutual consent;

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

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

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



- (v) if in the opinion of the master the continued employment of the seafarer would be likely to endanger the vessel or any person on board;
- (vi) the employer agrees that if a seafarer shows to the satisfaction of the master or the employer that he/she can obtain the command of a ship or an appointment as mate or engineer or to any post of higher grade than he/she actually holds, or that any other circumstance has arisen since his/her engagement which renders it essential to his/her interests that he/she should be permitted to take his/her discharge he/she may claim his/her discharge provided that without increased expense to the employer and to the satisfaction of the employer or the employer's agent he/she furnishes a competent and reliable seafarer in his/her place In such case the seafarer shall be entitled to his/her wages up to the time of leaving his/her employment;

Note:- Only clauses for which the employer has the approval of the Maritime and Coastguard Agency may be included as contractual clauses.

Signature of employer, master or any other person authorised by the employer.

.....

Date.....

Place.....



LIST OF CREW AND SIGNATURES OF SEAFARERS WHO ARE PARTIES TO THE CREW AGREEMENT

ANNEX 3

Reference No.	Name of Seafarer (block letters)	(a) Address of Seafarer	Date of commencement of employment on board	(a) Signature of Seafarer on engagement.
	Discharge Book No. (if any) or date and place of birth	(b) Name and relationship of next of kin and address if different to seafarer	Date and place of leaving the Ship	(b) Signature of Seafarer on discharge or if not discharged, the reason for being left behind, if known.
	Name of Ship in which last employed.	(c) Rate of wages of seafarer	If discharged the reason for discharge	(c) Signature of person before whom the Seafarer is discharged.
		(a)		(a)
		(b)		(b)
		(c)		(c)
		(a)		(a)
		(b)		(b)
		(c)		(c)
		(a)		(a)
		(b)		(b)
		(c)		(c)
		(a)		(a)
		(b)		(b)
		(c)		(c)

CERTIFICATES OF COMPETENCY HELD BY SEAFARERS LISTED ABOVE (State if none held)

Reference No. (as above)	Capacity in which employed	No. of Certificate of Competency, Equivalent Competency etc	Describe in full the Certificate of Competency, Equivalent Competency held including all Endorsements (e.g. Restrictions, Dangerous Cargo Endorsements etc) and the Country of issue



LIST OF CREW RELATING TO SEAFARERS EXEMPTED UNDER SECTION 25(5) OF THE MERCHANT SHIPPING ACT 1995 FROM THE REQUIREMENT TO SIGN A CREW AGREEMENT - Annex 4

Reference No. in Log Book	Name of Seafarer (block letters)	(a) Address of Seafarer	Date of commencement of employment on board	(a) Signature of Seafarer on engagement.
	Discharge Book No. (if any) or date and place of birth	(b) Name and relationship of next of kin	Date and place of leaving the Ship	(b) Signature of Seafarer on discharge or if not discharged, the reason for being left behind, if known.
	Name of Ship in which last employed.	(c) Address of next of kin if different to seafarer	If discharged the reason for discharge	(c) Signature of person before whom the Seafarer is discharged.
E		(a)		(a)
		(b)		(b)
		(c)		(c)
E		(a)		(a)
		(b)		(b)
		(c)		(c)
E		(a)		(a)
		(b)		(b)
		(b)		(c)
E		(a)		(a)
		(b)		(b)
		(c)		(c)

CERTIFICATES OF COMPETENCY HELD BY SEAFARERS LISTED ABOVE (State if none held)

Reference No. (as above)	Capacity in which employed	No. of Certificate of Competency, Equivalent Competency etc	Describe in full the Certificate of Competency, Equivalent Competency held including all Endorsements (e.g. Restrictions, Dangerous Cargo Endorsements etc) and the Country of issue



SUMMARY OF THE PROVISIONS OF SECTION 55 OF THE MERCHANT SHIPPING ACT 1995 AND THE MERCHANT SHIPPING AND FISHING VESSELS (HEALTH AND SAFETY AT WORK) EMPLOYMENT OF YOUNG PERSONS) REGULATIONS 1998 (AS AMENDED)

(This summary is required to be included in every list of crew)

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

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

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

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

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

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

Young persons shall be provided with

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

except where the young person is working –

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

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

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

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

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



Copy of Crew Agreement

Name of ship

Port of registry

Official number

Register (net) tonnage or in
case of a fishing vessel its
registered lengthName and address of
registered owner*Place and date of
commencement of
agreement.*

date

place

Attach here the contractual clauses
(ALC 1 (d), ALC(FSG) 1(d) or ALC(NFD) 1(d))

