



Maritime and Coastguard Agency

Approval of Crew Agreements – Merchant Ships

Notice to all Employers of Merchant Seamen, and Masters and Seafarers

This Note supersedes M.1498

Summary

This Note gives advice on Crew Agreements incorporating changes arising from the UK implementation of STCW 95

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. Following the coming into force of the Merchant Shipping (Training and Certification) Regulations 1997, which implement in the UK the requirements of the International Convention on Standards of Training, Certification and Watchkeeping 1978, as amended in 1995 (STCW 95), the trading limits for UK certificate holders have changed.

There is no reason why employers who were not previously bound by the old NMB agreements should not adopt Form ALC(BSF) 1(d) if they wish to do so. That crew agreement adopts the NMB agreements as they stood on 30 September 1990 and, if either party wishes to amend the terms of the NMB agreements it will be necessary to seek MCA approval for a new form of crew agreement (see Paragraph 3).

These standard agreements are regarded as approved agreements and subject to the comments in Paragraphs 10 and 13 below may be used without individual submission to the Agency for approval.
2. The Agency, in consultation with the shipping industry, has produced revised standard agreements which take account of changes arising from STCW 95 and also recognise that many UK registered ships no longer operate to/from UK ports. These revised crew agreements are available from Marine Offices and proper officers abroad. There are two standard agreements:
 - (1) An agreement appropriate for use on ships formerly operating under National Maritime Board (NMB) conditions. (Form ALC(BSF) 1(d));
 - (2) A minimum agreement for other merchant ships (Form ALC(NFD) 1(d)) which complies with the requirements of ILO Convention 22;
3. Employers who wish to use agreements other than the standard forms or who wish to use modified versions of the standard forms will be required to submit them to the MCA for approval not less than 14 days before the agreement is to be used. To be approved such agreements must comply with ILO Convention 22 (Seamen's Articles of Agreement). In addition, the terms of employment must not conflict with the general law of the United Kingdom nor place the UK in breach of its international obligations (e.g. ILO Convention 87 (Freedom of Association and Protection of the Right to Organise)). Where the terms of an existing agreement are to be modified following agreement between the employer and a seafarers' organisation it will still be

necessary to notify the change to the MCA to ensure that the new agreement does not conflict with any of the criteria outlined above. All crew agreements must be in a form prescribed for standard agreements (see Paragraph 7 below) and contain contractual provisions dealing with the matters set out in Paragraph 8 of this Notice. 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 the organisation(s) representing the seafarers concerned on the proposed agreement or modification.

4. ILO Convention No. 22 (Seamen's Articles of Agreement) permits national authorities to approve crew agreements that will run without time limit in the same way as shore-based contracts of employment. The Merchant Shipping (Crew Agreements, Lists of Crew and Discharge of Seamen) Regulations 1991 modified the procedures for depositing crew agreements and lists of crew with the Registrar General of Shipping and Seamen and, as a result, the MCA can consider approving such agreements. Because a seafarer employed under an indefinite crew agreement will be able to give notice at any time, irrespective of the location of the ship, the MCA will only approve such agreements, which are restricted to the Near Coastal Area in order to protect employers from unexpectedly high repatriation costs.

EXEMPTION FROM REQUIREMENT TO HAVE A CREW AGREEMENT

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

APPROVAL OF NON-STANDARD AGREEMENTS OR EXEMPTIONS

6. Non-standard agreements, indefinite agreements, modifications to standard agreements or applications for an exemption from the requirement to have a crew agreement, should be submitted for approval direct to MSPP 3C, Maritime & Coastguard

Agency, Spring Place, 105 Commercial Road, Southampton, SO15 1EG. Tel 02380 329246 or Fax 02380 329165.

CONDITIONS AND PROCEDURES APPLYING TO ALL CREW AGREEMENTS

Form of Agreement

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

Note – Although the MCA provides crew agreement documentation, there is nothing to prevent companies producing their own versions of the crew agreement, lists of crew, and list of persons under 18, providing it replicates exactly the information on the MCA's versions or has been submitted to and approved by MCA. Computer generated versions of the forms are acceptable provided they are printed out, prior to signing and are sent in printed form to the Registry of Shipping and Seamen. Copies of the, contractual clauses outer cover and lists of crew etc. are to be placed on the MCA Website at www.mcagency.org.uk to facilitate companies or masters downloading the most up to date documentation as and when they need it. Copies of all the documentation in A4 format is also annexed to this MGN to facilitate production on a PC or photocopier

Outer Cover

An outer protective cover should be provided, on the front of which provision should be made for the following information to be recorded:-

- name of the ship, port of registry and official number;
- description of the ship, e.g. passenger, tanker, ferry, general cargo, bulk carrier;
- register (net) tonnage;
- name and address of registered owner or manager;
- Dates and places of commencement and (if appropriate) termination of the agreement.

Provision should be made on the Inside of the Outer Cover for entries to be made by superintendents and proper officers. A specimen of an outside cover [ALC1] in A4 format is at Annex 1.

Incorporation of Contractual Provisions

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

Specimens of the contractual provisions in A4 format are at Annex 2.

Incorporation of List of Crew

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

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

Rates of pay

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

List of young persons

In accordance with section 55 of the Merchant Shipping Act 1995, and the Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Employment of Young Persons) Regulations 1998, a summary of the provisions of the regulations and a list of all young persons under the age of 18 are required to be included in every crew agreement. The summary to be included is contained in form ALC 1(c) Rev 10/98, which supersedes previous versions of this form. A specimen of ALC 1 (c) in A4 format is at Annex 4.

Contractual provisions

8. The MCA will expect a crew agreement to contain contractual provisions governing the following matters:
 - the persons between whom the agreement is made;
 - the description of the voyage or voyages to which the agreement relates and their

geographical limits and/or the duration of the employment;

- the capacity in which each seafarer is to be employed;
 - the pay, hours, leave and subsistence, which may be dealt with wholly or in part by the incorporation of the provisions of industrial agreements between the employer and the relevant trades unions or the old NMB Agreements current on 30 September 1990;
 - the other rights and duties of the parties to the agreement;
 - the terms under which either of the parties may give notice to terminate the agreement;
 - the circumstances in which, notwithstanding the provisions governing the giving of notice, the agreement may be terminated by either of the parties.
9. The provisions of the standard agreement cover the matters set out in paragraph 8 of this notice. These provisions would be regarded as approved provisions and subject to the comments in paragraphs 10 and 13 may be used without seeking prior approval from the MCA. The provisions of the standard agreements are set out in Annex 2 to this notice. A copy of the crew agreement must be displayed for the crew to refer to at any time. Form ALC 6 is available for this purpose. A specimen of ALC 6 in A4 format is at Annex 5.
 10. The clauses dealing with the duration and scope of the voyage and the rate of wages require the insertion of further particulars before they are complete. Subject to the limitations set out in paragraph 13 of this notice the particulars agreed between the two parties may, without a specific request for approval, be inserted within the approved provisions.

Opening a Crew Agreement

11. Employers and masters are no longer required to notify a superintendent or proper officer when they intend to open a crew agreement, to deliver a (red) copy of an agreement and list of crew within three days of the agreement being opened nor to notify the department of crew changes as they occur. Forms ALC 1(a), (b) and (c) (list of crew, exempt list of crew

and young persons) are now only printed in black and carbon copies are not necessary. Older versions of these forms can still be used by discarding the red copies

12. Seafarers joining or leaving a ship must be signed on or off the Crew Agreement as before and the changes notified to the employers / managers / owners by the most expeditious means.

CONDITIONS AND PROCEDURES FOR FIXED TERM AGREEMENTS ONLY

Limitation on Use of Voyage Clauses

13. The voyage clauses approved for use in the standard agreement may leave open for agreement between the parties the details of the voyage or the duration of the agreements. These provisions may only be used as approved when taken with the notice clauses to provide for employment for the following periods:

- 6 months for a running agreement for vessels engaged in frequent short voyages e.g. cross-channel ferries, unless the vessel has a small crew and a low staff turnover, in which case the agreement may be extended to 12 months;
- 12 months for any other running agreement;
- 24 months or first call at a port for a voyage agreement

These periods are subject to any additional period provided for in the associated approved notice clauses. The geographical limitations of a voyage clause should be clearly stated when the clause is completed and used.

Submission of Crew Agreements and Lists of Crew

14. The crew agreement and list of crew together with the Official Log Book for the same period must be forwarded to a superintendent or proper officer within 3 days of the expiry of the agreement. If the vessel closes an agreement at a port outside the United Kingdom which does not have a resident British Consul the documents may be sent by letter post only to The Registrar General of Shipping and Seamen (address at Annex 6).

CONDITIONS AND PROCEDURES FOR INDEFINITE CREW AGREEMENTS ONLY

15. The concept of fixed term crew agreements embodies certain features, which impose conditions in addition to those listed in Paragraph 8. Wages are due only on discharge or termination of the agreement and any earlier payments are considered to be advances; similarly there is no requirement for leave to be allowed and the circumstances in which a seafarer or employer can give notice are related to the location of the vessel. It would be inappropriate to apply these conditions to agreements which are to run indefinitely and so in addition to the requirements of Paragraph 8, such agreements must state:

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

Limitation on Voyage Clauses

16. For the reasons given in Paragraph 4 above, indefinite crew agreements will normally only be approved for vessels which trade within the Near Coastal Area unless the employer is prepared to accept the higher repatriation costs that could arise from an unlimited agreement. Employers of the crews of such vessels will have the choice of using either a fixed term or indefinite crew agreement.

Submission of Crew Agreements and Lists of Crew

17. Where an indefinite crew agreement is opened, a copy must be submitted to the appropriate superintendent or proper officer on opening. Thereafter, the employer must submit a list of crew and the official log book at six monthly intervals, showing all seafarers who have joined or left the vessel(s) since the previous list was submitted with their dates of joining or leaving. If more convenient, an updated crew list can be submitted but it must show all the changes in the six-month period.

Crew Lists on Demand

18. 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.

Multiple Agreements

19. Section 25(2)(b) of the Merchant Shipping Act 1995 provides that agreements with the several persons employed in a ship shall be contained in one document, except that in such cases as the MCA may approve one crew agreement may relate to more than one ship. The MCA will approve crew agreements (known as multiple ship agreements) in circumstances where several ships regularly making journeys between the same ports need to be able to employ individual crew members on any of these ships during the currency of an agreement. These multiple ship agreements will be in the same form and contain the same provisions as those for other crew agreements except that the name of each of the ships to which they relate will be entered on the outer cover.

Crew Not Required to Sign Off on Leaving the Vessel

20. Where prior MCA approval has been obtained, it will not be necessary for seafarers who work regular periods of duty followed by regular periods of leave (e.g. 2 weeks on/2 weeks off or 2 weeks on/3 weeks off) and who are paid continuously throughout the period of the agreement to sign off the crew agreement on each occasion that they leave the vessel to go on leave provided that they are expected to return to the vessel at the end of the leave period and before the expiry of the crew agreement. If, for any reason, a seafarer does not rejoin the vessel in accordance with the roster arrangements he / she must be signed off in his/her absence and re-signed when he/she rejoins the vessel. The same action must be taken if the seafarer joins another vessel of the same fleet; a seafarer cannot be on two crew agreements at the same time. The seafarer's discharge book must also be completed in the same manner.

The joining and leaving of all members of the crew must be recorded in the ship's Official Log Book using their reference numbers in the list of crew.

21. The MCA maintains a record of the approvals given for this practice and where seafarers require to prove sea service in order to qualify for the Agency's examinations, the period of time that they are signed on the crew agreement will be adjusted to reflect the actual time at sea.

22. Further information on crew agreements for merchant ships can be obtained from MSPP3C, Seafarer Health & Safety Branch, Maritime & Coastguard Agency, Spring Place, 105 Commercial Road, Southampton, S015 1EG

Tel 02380 329 246
Fax 02380 329 165

MC 23/1/0246

May 2000



An executive agency of the Department of the Environment, Transport and the Regions



Crew Agreement and List of Crew

ALC 1 (Rev 4/98)

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 (*Delete whichever is inappropriate)	Port of registry	Official number	Gross tonnage
			Nett tonnage
			Kilowatts
Name and address of registered owner		Description of the ship (e.g. whether passenger ship, tanker, ferry, general cargo, bulk carrier)	
Date and place of commencement of agreement and list of crew		Date and place of termination of agreement and list of crew	
Date _____ place _____		Date _____ place _____	
Signature of master _____		Signature of master _____	

OFFICIAL USE

Received by the superintendent/proper officer

at the port of _____ on: _____



CONTRACTUAL CLAUSES

THIS AGREEMENT is made between*

.....'the employer'*

and each of the seamen whose name is included in the list of crew incorporated in this Agreement.

It is agreed that

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

(insert appropriate voyage and notice clauses (ii) and (iii))

(These clauses will be produced by the Maritime and Coastguard Agency or may be produced by the shipowner)

* In here insert name and address of employer

- (iv) (a) Each National Maritime Board Agreement as in effect on 30 September 1990 shall have effect in relation to each seaman employed hereunder who is of a description to which such agreement relates as if it were incorporated herein: and each such agreement shall have effect as it is set out in the National Maritime Board Year Book current on 30 September 1990.
- (b) The National Maritime Board Agreements referred to in paragraph (a) of this clause are those made by the Board or by a Panel of the Board relating to:
 - (i) pay, hours of work leave and subsistence; and
 - (ii) the section of the Officers Hours Agreement indicated against an Officer's name in the list of crew incorporated in this Agreement; and
 - (iii) the other National Maritime Board Agreements as in effect on 30 September 1990 and which are not inconsistent with the terms of this Agreement or the Merchant Shipping Acts for the time being in force:
- (c) (Insert here appropriate clause)
- (d)
- (v) wages will not accrue for any hours during which a seaman refuses or neglects to work when required or is absent without leave or for any period during which a seaman is incapable of performing his duties by reason of illness or injury which has been caused by his own wilful act or default;
- (vi) (a) Unless the seaman indicates to the contrary in writing the Trust Deed and Rules constituting the 'Merchant Navy Officers' Pensions Fund' shall be deemed to be incorporated herein to the effect and intent that each of the parties hereto (and the master) who is or is eligible to be a member of the said Fund hereby agrees for the purposes of this Agreement to be bound by all the provisions of the said Deed and Rules and to authorise the deduction from the wages payable to him hereunder of the contributions payable by him respectively to the said Fund; and the employer hereby undertakes that the contributions payable under the said Deed and Rules by the employer shall be paid to the Fund in respect of such member;
- (b) Unless the seaman indicates to the contrary in writing the Trust Deed and Rules constituting the 'Merchant Navy Ratings' Pension Fund' shall be deemed to be incorporated herein to the effect and intent that each of the parties hereto who is or is eligible to be a member of the said Fund hereby agrees for the purposes of this Agreement to be bound by all the provisions of the said Deed and Rules and to authorise the deduction from the wages payable to him hereunder of the contributions payable by him to the said Fund; and the employer hereby undertakes that the contributions so deducted and the contributions payable under the said Deed and Rules by the employer shall be paid to the Fund in respect of such member; any reference above to the Merchant Navy Ratings' Pension Fund shall be taken as a reference to an exempt private fund as defined by the said Rules when the rating is a member of such an exempt private fund:
- (vii) in all cases of salvage awards a cadet who has not completed two years service shall be deemed of the rating of Ordinary Seaman and a cadet of two years service or over the rating of an Able Seaman;

- (viii) any seaman who incompetently performs his work in the capacity in which he was first employed under this Agreement may be rerated by the Master and transferred to other duties; but re-rating shall not effect his remuneration under this Agreement;
- (ix) in relation to an individual seaman this Agreement may be terminated:
 - (a) by mutual consent;
 - (b) if medical evidence indicates that a seaman is incapable of continuing to perform his duties by reason of illness or injury;
 - (c) by appropriate notice in accordance with the terms of this Agreement;
 - (d) if, in the opinion of the master, the continued employment of the seaman would be likely to endanger the ship or any person on board;
 - (e) if a seaman, 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 two hours before the time fixed for sailing;
 - (f) if the master is satisfied that an appropriate breach of the Code of Conduct for the Merchant Navy for the time being in force has occurred;
- (x) each seaman agrees:
 - (a) to join the ship by the time specified by the master and subsequently during the period of his employment to rejoin the ship by the time specified by the master;
 - (b) to submit to inoculation, vaccination and any other health precautions as may be directed by the master;
 - (c) in the event of the employer becoming liable for any expenses under section 45 of the Merchant Shipping Act 1995 to afford the employer every facility to prosecute in his name and claim in respect of such expenses and to allow the employer reasonable discretion in the conduct of any proceedings for the settlement of any claim in respect of such expenses;
 - (d) to take all steps within his power to preserve in good condition the equipment of the ship and all property on board;
 - (e) to return in good condition (fair wear and tear excepted) before the termination of his engagement all articles provided for his personal use during the voyage by the employer;
 - (f) that all stores and provisions issued to the crew are only for use and consumption on board the ship and any unused or unconsumed stores or provisions remain the property of the employer;
 - (g) to comply with the Code of Conduct for the Merchant Navy for the time being in force;
 - (h) in the event of the Agreement being terminated outside the UK or the Near Coastal Area in accordance with clause (ix) (f) above, to the deduction from his wages of an amount being the actual expenses of his repatriation. Such amount shall not exceed one week's pay at the begin at or base rate as specified against the seaman's name in the Crew Agreement;

- (i) to keep his quarters clean and tidy and in readiness for inspection by the master or officer deputed by him; and
- (j) at the time when a seaman finally leaves the ship at the termination of his employment under this Agreement, to leave his quarters in a clean and orderly condition to the satisfaction of the master (or his authorised deputy). When he is ready to leave the ship, the master (or his authorised deputy) shall, on request made by the seaman, issue to the seaman a certificate that the quarters are clean
- (xi) the employer agrees
 - (a) if a seaman shows to the satisfaction of the master or employer that he can obtain command of a vessel or an appointment as mate or engineer or to any post of a higher grade than he actually holds, or that any other circumstance has arisen since his engagement which renders it essential to his interests that he should be permitted to take his discharge, he may claim his discharge provided that without increased expense to the employer and to the satisfaction of the employer or his agent he furnishes a competent and reliable man in his place. In such case the seaman shall be entitled to his wages up to the time of his leaving his employment;
 - (b) if a seaman is discharged otherwise than according to the terms of this Agreement before the commencement of the voyage, or before one month's wages are earned by him hereunder, without fault on his part justifying his discharge or without his consent, then he shall be entitled to receive from the employer in addition to any wages he may have earned up to the time of his discharge, if an officer one-thirtieth of his monthly wage or one-seventh of his weekly wage; if a rating one-fifth of his weekly wage for each day for which basic pay would have been paid under the Crew Agreement for each day until he shall have been offered suitable employment by the employer provided always that his maximum entitlement under his clause shall not exceed one month's wages under this Agreement;
 - (c) notwithstanding anything contained in regulations made under Section 32 of the Merchant Shipping Act 1995, no deduction shall be made from wages due to a seaman under this Agreement in respect of any breach by him of his obligations except in breach of clauses (x) (a), (x) (d), (x) (e), and (x) (g), but nothing in this clause shall in any way affect any other rights of the parties to this Agreement in relation to such breach;
 - (d) where there is a dispute relating to the amount payable to a seaman employed under this Agreement, the master will, if the seaman desires, agree to the dispute being referred to a superintendent or proper officer for decision under section 33 of the Merchant Shipping Act 1995

ADD ANY ADDITIONAL CLAUSES BELOW

(Important:- All such clauses must have been approved by the Maritime and Coastguard Agency)

.....

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

Date

Place

NON-FEDERATED SHIPS

CONTRACTUAL CLAUSES

THIS AGREEMENT is made between (here insert name and address of the employer)

.....
.....

.....(herein called "the employer") and each of the seamen whose name is included in the list of crew incorporated in this Agreement

IT IS AGREED THAT

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

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

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

.....
after that period or the discharge of cargo consequent on that return;

(iii) after either

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

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

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

.....(state country) and to be given

not less 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.

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

(a) by mutual consent;

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

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

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

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

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

(vi) insert any further provisions about pay and any provision about hours of work, leave and subsistence.

(These clauses will be produced by the Maritime and Coastguard Agency or may be produced by the shipowner)

Note:- Only clauses for which the employer has the approval of the Maritime and Coastguard Agency may be included as contractual clauses except for those in (vi) above relating to pay, hours of work, leave and subsistence, which may be included without the need for such approval provided they comply fully with the requirements of current Merchant Shipping Legislation or Merchant Shipping Notices in respect of those matters

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

.....

Date

Place

UNLIMITED TRADING

ALC I (d)(i)

Voyage Clause

(ii) the employment shall be in respect of a voyage of not exceeding calendar months' duration to any ports or places within the limits of degrees north and degrees south latitude commencing at proceeding thence to and/or any other ports within the above limits trading in any rotation and to end at such port in (state country) as may be required by the Master;

(b) any member of the crew who has served under this Agreement for a minimum period of 12 calendar months may (subject to the proviso hereinafter mentioned) at any time after the expiry of that period give not less than 28 days' notice to the Master in writing or verbally before a witness. to terminate his engagement at the expiry of that notice, or, if the ship is then at sea at the next port of call thereafter unless the ship is then bound for a port in the United Kingdom or Near Coastal Area). Provided that, if at any time, any member of the crew is offered the opportunity, on not less than seven days' notice, of repatriation (by sea, air or other reasonable means at the sole discretion of the Master) and refuses that offer, he shall be required to serve for a further minimum period of seven calendar months from the date of that refusal (if the voyage shall last so long) before being able to give 28 days' notice as aforesaid.

Notice Clause

(iii) (a) any member of the crew who has served under this Agreement for a minimum period of three calendar months may give notice to the Master in writing or verbally before a witness, not later than seven days before the ship is due to arrive at any port in(state country) to terminate his engagement after the expiry of the notice at a port within this country which shall be nominated by the Master. Provided that any such notice shall not take effect (a) if the ship is due to proceed to a port in the United Kingdom without leaving the Near Coastal Area or (b) if the ship is due to reach a port in the United Kingdom within seven days of leaving the Near Coastal Area.

A member of the crew shall not be entitled to terminate his engagement under this Agreement at a port which is only a bunkering port or a port of refuge.

The Master may give the like notice to terminate the engagement of any member of the crew who has served under this Agreement for the minimum period aforesaid.

The Master may give the like notice to terminate the engagement of any member of the crew who has served under the Agreement for the minimum period aforesaid.

If the voyage is not ended within seven days after the ship has arrived at the first port of call in(state country) then after the expiry of that period any member of the crew who has served under this Agreement for a minimum period of six calendar months may give not less than 48 hours' notice to the Master, in writing or verbally before a witness to terminate his engagement at that port or a subsequent port of call before the final port.

If the voyage is not ended within 14 days after the ship has arrived at the first port of call in the country of final destination, then after the expiry of that period any member of the crew who has served under this Agreement for a minimum period of three calendar months may give the like notice as aforesaid.

The Master may give the like notice to terminate the engagement of any member of the crew who has served under this Agreement for the minimum period of six or (as the case may be) three calendar months aforesaid.

If the voyage is ended at a port in the Near Coastal Area) it is agreed that wages will continue until the arrival of the crew members in the United Kingdom provided that no wages shall be due or payable to any such crew member for any period of delay caused through his act or default; and

Voyage clause

- (ii) the employment shall be in respect of a voyage or voyages from..... to and/or any other ports or places within the limits of north latitude and..... south latitude under a Running Agreement for a period not to extend beyond the..... (here state date of termination – not more than 12 months hence) next unless on that date the ship is engaged on a voyage to a port in (here state the name of a country) in which case this Agreement shall end on the first return of the ship to a port in (here state the same country as above) after that date or the final discharge of cargo consequent upon that return.

Notice clause

- (iii) (a) After one voyage outside the Near Coastal Area or*days' service has been completed (whichever first occurs) by any member of the crew his engagement may be terminated in (state country) by not less thanhours/days# notice (such period of notice not to include Saturdays, Sundays or public holidays) given in writing or verbally before a witness by either party before the ship is due to arrive at sail from a port in(country to be stated)

Provided that if after arrival at a port in the country of final destination the ship is due to proceed to another port or ports in that country then notwithstanding any such notice as aforesaid the engagement shall automatically continue either until the ship's arrival at that other port or (as the case may be) the last such port or until the expiry of seven days from the date of her arrival at the first said port (whichever first occurs).

* The period to be inserted shall not exceed 28 days.
Delete whichever is inapplicable.

and

- (b) any member of the crew. who has served under this Agreement for a minimum period of three calendar months may give notice to the Master in writing or verbally before a witness not later than seven days before the ship is due to arrive in any port on the Continent of Europe within the Near Coastal Area to terminate his engagement after the expiry of the notice at a port within these limits which shall be nominated by the Master. Provided that. if at any time the ship has returned to the United Kingdom and sailed therefrom again any member of the crew who has not given due notice to terminate his engagement in the United Kingdom shall be required to serve for a further minimum period of 42 days from the date of the ship's departure from the United Kingdom before being able to give notice as aforesaid, and always provided that the minimum period of three calendar months has expired.

Provided furthermore that any such notice shall not take effect (a) if the ship is due to proceed to a port in the United Kingdom without leaving the Near Coastal Area or (b) if the ship is due to reach a port in the United Kingdom within seven days of leaving the Near Coastal Area.

The Master may give the like notice to terminate the engagement of any member of the crew who has served under this agreement for the minimum period aforesaid.

(These clauses will be produced by the Maritime and Coastguard Agency for insertion as required or may be produced by the shipowner)

Voyage Clause

- (ii) the employment will be in respect of a voyage or voyages within the Near Coastal Area for a period not to extend beyond the
 (here state date of termination-not more than 12 months hence or six months in the case of cross channel ferries) next unless on that date the ship is engaged on a voyage to a port in the United Kingdom in which case this Agreement shall end on the first return of the ship to a port in the United Kingdom after that date or the final discharge of cargo consequent upon that return

Notice Clause

- (iii) After one voyage or seven days' service has been completed (whichever first occurs) by any member of the crew his engagement may be terminated in
(state country) by not less thanhours' notice (such period of notice not to include – Saturdays, Sundays or public holidays) given in writing or verbally before a witness by either party before the ship is due to arrive at/sail from a port in(state country)

* As defined in the MS (Training and Certification) Regulations 1997

Voyage Clause

- (ii) the employment shall be in respect of a voyage from

 to

(Both these clauses will be produced by the Maritime and Coastguard Agency for insertion as required or may be produced by the shipowner)

(c) Provided that the terms of the Agreement dated.....
and made between.....
(employer)

and
(seafarer's organisation)

shall as may be appropriate apply in relation to each seaman referred to below in substitution for or in addition to the provisions of the National Maritime Board Agreements referred to in sub-clause (b) above and any subsequent revision which may become effective during the seaman's employment.

(To accommodate special company agreements in respect of officers/ ratings where these are in operation.

.....
.....
(identify by reference nos. in list of crew)

The clauses will be produced by MCA for insertion if required or may be produced by the shipowner)

(d) Provided that the terms of the Agreement dated.....
and made between.....
(employer)

and
(seafarer's organisation)

shall as may be appropriate apply in relation to each seaman referred to below in substitution for or in addition to the provisions of the National Maritime Board Agreements referred to in sub-clause (b) above and any subsequent revision which may become effective during the seaman's employment.

.....
.....
(identify by reference nos. in list of crew)

List of Crew and Signatures of Seamen Who Are Parties to the Crew Agreement

Reference No.	Name of Seaman (Block Letters)			Address of Seaman		Rate of Wages	Date of commencement of employment on board	Signature of Seaman on engagement (a) Signature of Seaman on discharge or if not discharged, the reason for being left behind, if known. (c) Signature of person before whom the Seaman is discharged.
	Discharge Book No. (if any), or date and Place of Birth	Name and Relationship of next of kin and address if different from above		If discharged the reason for discharge	Date and Place of leaving the Ship			
	Name of Ship in which last employed*	(a)	(b)			(c)	(a)	
				(a)				(a)
				(b)				(b)
				(b)				(c)
				(a)				(a)
				(b)				(b)
				(b)				(c)
				(a)				(a)
				(b)				(b)
				(b)				(c)
				(a)				(a)
				(b)				(b)
				(b)				(c)

Ref.No. (As above)	Certificates of Competency and or Service Held by Seamen Listed Above •		Describe in Full Certificate of Competency and or Service Held Including All Endorsements <small>Eg. Restrictions, Dangerous Cargo Endorsements.</small>
	Capacity in which employed	No. of Certificate of Competency	

* If more than 12 months before commencing this employment, also give year of discharge ● Please state if none held

List of Crew Relating to Seamen Exempted Under Section 25(5) of the Merchant Shipping Act, 1995 from the Requirement to Sign a Crew Agreement									
Reference No.	Name of Seaman (Block Letters)		(a) Address of Seaman		Capacity in which employed Grade and No. of Certificate of Competency	Date of commencement of employment on board	(a) Signature of Seaman on Discharge or if not Discharged, the reason for being left behind, if known		
	Discharge Book No. (if any), or Date and Place of Birth	Name of Ship in which last employed*	(b) Name and Relationship of next of kin and address if different from above	(b) Name and Relationship of next of kin and address if different from above			Date and Place of leaving the Ship	(b) Signature of person before whom the Seaman is Discharged	
E			(a)				(a)		
			(b)				(b)		
E			(a)				(a)		
			(b)				(b)		
E			(a)				(a)		
			(b)				(b)		
E			(a)				(a)		
			(b)				(b)		
E			(a)				(a)		
			(b)				(b)		
E			(a)				(a)		
			(b)				(b)		
E			(a)				(a)		
			(b)				(b)		

* If more than 12 months before commencing this employment, also give year of discharge

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

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

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

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

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

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

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

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

Young persons shall be provided with

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

except where the young person is working –

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

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

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

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

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

LIST OF YOUNG PERSONS

Reference No. in list of crew	Surname and other names in full	Date of Birth	Place of Birth	Capacity

ENTRIES BY SUPERINTENDENTS AND PROPER OFFICERS

Copy of Crew Agreement

Name of ship

Port of registry

Official number

Register (net) tonnage or in case of a fishing vessel its registered length

Name 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))

The address to which crew agreements may be sent, as indicated in paragraph 14 is as follows:-

The Registry of Shipping and Seamen
Anchor House
Cheviot Close
Parc Ty Glas
Llanishen
Cardiff
CF14 5JA

Tel 02920 768200

Fax 02920 747877

