

**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 than .....hours/days\* (exclusive of Saturdays Sundays and Public Holidays) either before the ship is due to arrive at that port or if the employment is to terminate at the port where the ship is when the notice is given before it is due to sail.

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.....

