

MODEL FORMAT FOR SEAFARER EMPLOYMENT AGREEMENT

THIS AGREEMENT IS BETWEEN: -

Seafarers Name:

Seafarers D.O.B:

Seafarers town/country of birth:

and

ConsortioRG Ltd
4th floor, Enterprise House, Ocean Village, United Kingdom, SO143XB.

CAPACITY IN WHICH SEAFARER IS TO BE EMPLOYED

The capacity in which you are initially employed is:

PLACE OF WORK

The Vessel you will be employed on:

WAGES

Your wages will be paid monthly at the rate of:

MEANS OF PAYMENT OF WAGES

Your wages will be payable by bank transfer on the 2nd of each month.

PAID ANNUAL LEAVE

You are entitled to take 25 working days as paid leave in each year of employment.

If your employment commenced or terminates part way through the holiday year, your entitlement to paid annual leave will be assessed on a pro rata basis. Deductions from final salary due to you on termination of employment will be made in respect of any paid annual leave taken more than your entitlement.

There is no provision for the transfer of paid annual leave from one year to the next. All paid annual leave must be taken in the year in which it accrues. There is also no provision for payment to be made in lieu of untaken leave except where paid annual leave has accrued but has not been taken at the date of termination of employment.

NOTICE OF TERMINATION OF EMPLOYMENT

1 month

Definite Period Agreement

Your employment is for a period commencing on:

and ending on:

unless it is terminated for justified reasons in advance of this point or the ship is at sea at that point of time in which event it will continue until its arrival in port at which point it will terminate.

or

Indefinite Agreement

The length of notice which you are obliged to give to terminate your employment is: 1 month

The length of notice which you are entitled to receive from the shipowner to terminate your employment is: 1 month

or

Voyage Agreement

Your employment is for the length of the voyage of:

Commencing on:

From the port of:

Until:

Or the vessel' arrival in the port of:

at which point it will terminate, unless it is terminated for justified reasons in advance of this point.

HEALTH AND SOCIAL SECURITY BENEFITS

If you become sick or injured whilst on a voyage, you will be paid your normal basic wages until you have been repatriated in accordance with the repatriation provisions set out below. After you have been repatriated you will be paid: 50% of your normal basic wages up to a maximum of 16 weeks less the amount of any Statutory Sick Pay or Social security Sickness Benefit to which you may be entitled for 5 working days in total in any one sick pay year.

If you require medical care while you are on-board this will be provided free of charge, including access to necessary medicines, medical equipment and facilities for diagnosis and treatment and medical information and expertise. Where practicable and appropriate, you will be given leave to visit a qualified medical doctor or dentists in ports of call for the purpose of obtaining treatment.

In the event of sickness or incapacity, you will be provided with medical care, including medical treatment and the supply of necessary medicines and therapeutic devices and board and lodging away from home until your recovery or until your sickness or incapacity has been declared of a permanent character, subject to a maximum period of 16 weeks. In addition the shipowner will meet the cost of the return of your property left on board to you or your next of kin.

In the event of your death occurring on board or ashore during a voyage, the shipowner will meet the cost of burial expenses, or cremation where appropriate

or required by local legislation, and the return of your property left on board to your next of kin.

REPATRIATION

You will be entitled to repatriation, at the expense of the shipowner, if you are away from your country of residence when this agreement is terminated: -

- by the shipowner
- by you in the event of illness or injury or other medical condition requiring your repatriation, 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 you are no longer able to carry out your duties under this agreement or cannot be expected to do so e.g. shipwreck, the sale of your ship or a change in your ship's registration.

The entitlement to repatriation entails transport by plane (*of transport*) to your country of Origin

Note: - You may not be entitled to repatriation at the expense of the shipowner in circumstances where you have been dismissed on disciplinary grounds or have breached your obligations under this Agreement. In such circumstances the shipowner will still be liable to repatriate you but is entitled to recover from any wages due to you the cost of doing so.

Maximum duration of service periods after which you are entitled to repatriation

The maximum period of service following which you will be entitled to repatriation at no cost to you is 12 months

HOURS OF WORK

Your normal hours of work are from: to:

Your days of work are:

Your hours of work will be arranged such as to ensure that you receive a minimum of 10 hours available for rest in each 24-hour period and a minimum of 77 hours rest in each seven-day period. This minimum period of rest may not be reduced below 10 hours except in an emergency.

You may be required, at the absolute discretion of the Master, to work additional hours during an emergency affecting the safety of the ship, its passengers, crew or cargo 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 subsequently with (a) compensatory rest period(s).

COMPLAINTS AND DISCIPLINARY PROCEDURES

(a) Complaints

If you have a complaint regarding your employment you should follow the shipowner's complaints procedure a copy of which will be provided to you when you join the vessel.

(b) Disciplinary Rules and Procedure

The disciplinary rules applicable to you are set out in the

- Merchant Shipping Law N.106(I)/2000 on Criminal and Disciplinary Liability of Seafarers.

EN05F203

ADDITIONAL PROVISIONS INCLUDED BY SHIPOWER

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

Signature of Seafarer

.....

Signature of Shipowner or Shipowner's representative

..... *(State position held)*

Place where this Agreement is entered into

.....

Date when this Agreement is entered into

.....