

SEAFARER EMPLOYMENT AGREEMENT

THIS AGREEMENT IS BETWEEN¹⁺²

(name seafarer) _____

(date of birth) _____

(place of birth) _____

and

(name employer) _____

(address) _____

YOU WILL BE EMPLOYED ON³

(ships name or companies ships names) _____

PERIOD⁴⁺⁵⁺⁶

Your employment is for a period commencing on _____

And ending on _____

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

or

The length of notice which you are obliged to give to terminate your employment is _____ days.

The length of notice which you are entitled to receive from the ship owner to terminate your employment is _____ days.

or

Your employment is for the length of the voyage⁷ of
(name ship) _____

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.

¹ 1. the last and first names of the seafarer, the date of birth or his age and his place of birth, or a note if one or more of these details are unknown;

² 2. name and address of the employer;

³ 4. the designation of the ship or ships on which the seafarer commits himself to serve or the stipulation that the seafarer will serve on one or more ships, to be designated by the employer;

⁴ 3. place and date of entering into the seafarer's employment agreement;

⁵ 11. if possible, the place and date on which the service on board will commence; Interpretation

⁶ 12. the termination of the agreement and the conditions thereof, including: if the agreement has been made for a definite period, the date fixed for its expiry and the text of art. 722, or, if the agreement has been made for a voyage, the agreed upon port where the agreement is to terminate, or, if the voyage ends in a different port than the one agreed upon, the text of art. 723; if the agreement has been made for an indefinite period, the text of art. 724, (1), first full sentence; 13. the seafarer's entitlement to repatriation;

⁷ 5. the voyage or voyages to be undertaken, if they are already definite; Interpretation

WAGES⁸

Your basic wages will be _____ per day/week/month.
'Basic Wage' refers to the salary of the seafarer exclusive of overtime, leave pay and other bonuses.

Overtime, all hours in excess of the regular or basic working hours (as described above), the seafarer shall be compensated for.

Overtime pay is open/fixed/guaranteed at _____ per day/week/month.

Your wages will be payable by (method of payment) _____
at weekly/monthly intervals on the _____ day of each week/month.

LEAVE⁹

You are entitled to take _____ working days as paid leave in each year/during contract period of employment.

Your wages while on leave¹⁰ will be _____

HEALTH AND SECURITY BENEFITS¹¹

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 _____% of your normal basic wages up to a maximum of _____ weeks minus the amount of any Statutory Sick Pay or Social security Sickness Benefit to which you may be entitled.

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 _____ 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.

⁸ 6. the amount of the wages of the seafarer, and, if applicable, the method of calculation;

⁹ 7. the entitlement to leave or the method to calculate this entitlement

¹⁰ 8. the amount of wages to be paid during the leave, and, if applicable, the method of calculation; Interpretation

¹¹ 9. the benefits to be paid by the employer to the seafarer for health care and social security benefits; Interpretation

CAPACITY IN WHICH THE SEAFARER IS TO BE EMPLOYED¹²

The capacity in which you are initially employed is _____

The undersigned seafarer has had ample time to consider the agreement before signing.

Date _____
Place _____

Seafarers signature

Employers signature

THIS CONTRACT IS IN ACCORDANCE WITH DUTCH LAW

¹² 10. the capacity, in which the seafarer will serve;