



Maritime and Coastguard Agency

Approval of Crew Agreements – Yachts

Notice to all Owners/Agents of Privately Operated Yachts with Paid Crew, Owners/Agents of All Commercially Operated Yachts and Masters and Seafarers serving on such vessels

Summary

This Note gives advice on the Crew Agreement requirements for private pleasure yachts and commercially operated yachts, including motor yachts.

1. Section 25(1) of the Merchant Shipping Act 1995 provides that, unless specifically exempted from the requirement, an agreement in writing (a “crew agreement”) “shall be made between each person employed as a seaman in a UK ship and the person(s) employing him and shall be signed both by him and by or on behalf of them”. Regulation 4(1) of the Merchant Shipping (Crew Agreements, Lists of Crew and Discharge of Seamen) Regulations 1991 provides that the requirement to have a crew agreement shall not apply to pleasure yachts engaged on coastal voyages or engaged on any other voyage provided that not more than 4 members of the crew receive wages for their employment. In this context “Coastal” 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 of those islands.
2. In summary, a crew agreement is required to cover those employed on a yacht unless specifically exempted. Section 25(3) of the Merchant Shipping Act 1995 provides 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 (the Agency), and different provisions and forms may be so approved for different circumstances.
3. The Agency, in consultation with the yachting industry, has produced a minimum standard agreement for yachts, which takes account of the fact that many UK registered yachts do not operate to/from UK ports. The crew agreement is available from Marine Offices in the UK or the MCA distributors – iForce (Details at Annex 6). The standard agreement is regarded as an approved agreement and subject to the comments in Paragraphs 9 and 12 below may be used without individual submission to the Agency for approval provided that it is not modified in any way by those who use it.
4. Employers who wish to use agreements other than the standard form, including indefinite agreements, or who wish to use modified versions of the standard form will be required to submit them to the Agency for approval not less than 14 days before the agreement is to be used. Approval will not be given to such agreements unless they 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 Agency to ensure that the new agreement does not conflict with any of the criteria outlined above. All crew agreements must be in the form prescribed for the standard agreement (see Paragraph 6 below) and contain contractual provisions dealing with the matters set out in Paragraph 7 of this Notice. In considering requests for approval of non-standard or indefinite agreements the Agency 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 Agency will wish to know the views of any organisation representing the seafarers concerned on the proposed agreement or modification.

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.

5. 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 3 C, Seafarer Health & Safety Branch, Maritime & Coastguard Agency, Spring Place, 105 Commercial Road, Southampton, SO15 1EG

CONDITIONS AND PROCEDURES APPLYING TO ALL CREW AGREEMENTS

Form of Agreement

6. 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 owners producing their own versions of the crew agreements, lists of crew and lists of persons under 18, providing they replicate exactly the information on the Agency's versions. 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 outer cover, contractual clauses and lists of crew etc. are to be placed on the MCA Website at

www.mcagency.org.uk to facilitate owners, companies or masters downloading the most up to date documentation as and when they need it.

Outer Cover – ALC 1

An outer protective cover of sufficient size to protect the crew agreement and associated documentation should be provided.

Particulars on the Front of Outer Cover

The front of the outer cover should contain sufficient information to enable the ship and its owners to be easily identified; and for provision to be made for recording the dates and places of the commencement and termination of the agreement. The front of the outer cover will accordingly provide for the following information to be recorded:

- name of the ship, port of registry and official number;
- description of the ship, e.g. motor yacht, sailing yacht; cruiser etc.
- register (net) tonnage;
- name and address of registered owner or manager;
- dates and places of commencement and termination of the agreement.

Provision should be made on the inside of the Outer Cover for entries by superintendents and proper officers.

A specimen of an outer cover (ALC 1) 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.

A specimen of the contractual provisions in A4 format is at Annex 2.

Incorporation of List of Crew – ALC 1 (a), & (b)

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 it contains

provision for the insertion of rates of pay, and for the signatures of the seafarers as parties to the agreement.

Specimens of the List 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, or individual agreements with seafarers, 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 young persons under the age of 18 is required to be included in every crew agreement. Provision should be made for such a list. The summary 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

7. The Agency 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;
 - 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

8. The provisions of the standard agreement cover the matters set out in Paragraph 7 of this notice. These provisions would be regarded as approved provisions and subject to the comments in Paragraphs 9 and 12 may be used without seeking prior approval from the Agency. The use of a standard agreement does not preclude the employer and the seafarer entering into a separate contract of employment, covering matters such as discipline, holiday entitlement etc., providing such contract does not conflict with the requirements of the crew agreement. The provisions of the standard agreement are set out in Annex 2 to this notice.
9. 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 12 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

10. A crew agreement comprises the outer cover – ALC 1; list of crew ALC 1(a); List of persons exempted from the requirement to sign a crew agreement – ALC 1(b); list of young persons – ALC 1(c); and contractual clauses ALC (YT) 1(d). To open the crew agreement the employer or Master completes and signs the contractual clauses – ALC (YT) 1(d). These are then placed in the outer cover – ALC 1 - together with blank sheets of ALC 1(a), ALC 1(b) and ALC 1(c). As each crew member signs on he should read the contractual clauses and if he agrees to sign on his details should be fully entered on the List of Crew – ALC 1(a), which he should then sign. If the crew member is under 18 his name should also be entered on the List of Young Persons – ALC 1(c). The list of exempted persons – ALC 1 (b) is for signature by those not required to sign the crew agreement. Often this is the Master if he has signed the crew agreement on behalf of the owner, and it also covers any supernumeraries such as contractors etc. engaged on work on-board the yacht whilst it

is at sea. In addition to the above 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.

11. Changes to the crew list as the result of seafarer leaving or joining the vessel must be notified to the employers/managers/owners by the most expeditious means as they are required to maintain ashore in the UK an up to date list of all crew currently on the vessel. MGN 111 refers to this requirement.

CONDITIONS AND PROCEDURES FOR STANDARD AGREEMENT

Limitation on Use of Voyage Clauses

12. 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 a maximum of 12 months. This period is subject to any additional period provided for in the associated 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

13. 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 should be sent to The Registrar General of Shipping and Seamen, Anchor House, Cheviot Close, Parc Ty Glas, Llanishen, Cardiff, CF14 5JA.

CONDITIONS AND PROCEDURES FOR INDEFINITE CREW AGREEMENTS ONLY

14. The concept of fixed term crew agreements embodies certain features, which impose conditions in addition to those listed in Paragraph 7. 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 7, 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.

Submission of Crew Agreements and Lists of Crew

15. 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.

Crew Lists on Demand

16. In order that the Agency 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

Repatriation

17. 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/or maintain crew in accordance with those regulations. In those cases where such action is not taken by the employer, UK Consuls are able to take the necessary steps, at the employers expense.

16. Further information on crew agreement requirements for yachts can be obtained from MSPP3C, Seafarer Health & Safety Branch, Maritime & Coastguard Agency, Spring Place, 105 Commercial Road, Southampton, SO15 1EG.

Tel No. 02380 329246

Fax No. 02380 329251

MC 23/1/0248

May 2000



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



Maritime and Coastguard Agency

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 _____	
<u>OFFICIAL USE</u>			
Received by the superintendent/proper officer			
at the port of _____ on: _____			
			An executive agency of

YACHTS

ALC(YT) I(d)

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 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 (country to be stated, e.g. United Kingdom)

..... after that period;

- (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;

*delete as appropriate

(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 unless this is specified in separate contract(s) of employment with the seaman/seamen concerned.

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 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

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

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

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))

Obtaining Copies of Crew Agreement Documentation from iForce (formerly Eros Marketing Support Services)

Copies of crew agreement documentation can be obtained from “iForce” at the following address:

**iForce
Unit B
Imber Court Business Park
Orchard Lane
East Molesey
KT8 9BZ**

Tel: +44 (0)20 8957 5028

Fax: +44 (0)20 8957 5012

To assist in the prompt supply of such documentation, orders should quote the form number and title of the forms as follows:

ALC1	Crew Agreement and List of Crew – Outer Cover – <i>(supplied as single folders – A3 size approx)</i>
ALC(YT) 1(d)	Contractual Clauses – Yachts – <i>(supplied as single sheets)</i>
ALC 1(a)	List of Crew and Signatures of Seamen Who are Parties to the Crew Agreement – <i>(supplied as pads of 50 sheets – each covering 9 persons – A3 size approx)</i>
ALC 1(b)	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 – <i>(supplied as pads of 50 sheets – each covering 15 persons – A3 size approx)</i>
ALC 1(c)	List of Young Persons – <i>(supplied as pads of 50 sheets – each sheet covering 14 persons – A3 size approx)</i>
ALC6	Copy of Crew Agreement – <i>(supplied as single sheets – A3 size approx)</i>

