



ST KITTS & NEVIS
INTERNATIONAL SHIP REGISTRY
ARTICLES OF AGREEMENT (Crew Agreement) BETWEEN THE
MASTER AND SEAFARERS SERVING ONBOARD A VESSEL
REGISTERED IN ST. KITTS & NEVIS



The Saint Christopher & Nevis Merchant Shipping Act, Cap. 7.05
Department of Maritime Affairs, Ministry of Public Works, Utilities, Transport and Posts

<i>Name of Vessel</i>		<i>Port of Registry</i>	
<i>IMO or CaribShip Number</i>	<i>Official Number</i>	<i>Gross Tonnage</i>	<i>Main Engine Power</i>

(See Notes at end of text to assist completion)

IT IS AGREED between the Master and the undersigned seafarer of the St. Kitts & Nevis ship

(a) _____
of which (b) _____ is at present Master, or
whoever shall become Master, now bound from the port of (c)

to (d) _____ and such other Ports and places the world
as the Master may direct, for a term (of) (not exceeding) (e) _____ (f) calendar months, that:

1 Seafarers shall conduct themselves in an orderly, faithful, honest and sober manner, and shall at all times be diligent in their respective duties and obedient to the lawful commands of the Master, or of any person who shall lawfully succeed him or her, and their superior officers, in everything relating to the vessel, its stores and cargo, whether on-board, in boats or on shore. In consideration of this service, to be duly performed, the Master agrees to pay the undersigned seafarer the wages expressed herein and/or set forth in supplemental provisions and/or contract of employment.

2 Wages shall commence no later than on the day specified and agreed to in these Articles or at a time of presence on-board for the purpose of commencing work, whichever first occurs, and shall terminate on the day of discharge or as otherwise specified in the supplemental provisions and/or contracts of employment.

3 Seafarers are entitled to receive on request, in local currency, from the Master up to one half of the balance of basic wages actually earned and payable at every intermediate port where the vessel shall load or discharge cargo before the end of the voyage, but not more than once in any ten-day period.

4 If the Master and a seafarer agree, a portion of such seafarer's earnings may be allotted to such seafarer's spouse, children, grandchildren, parents, grandparents, brothers or sisters, or to a bank account in the name of the seafarer.

5 Any seafarer who is put ashore at a port other than the one where he or she signed on these Articles and who is put ashore for reasons for which he or she is not responsible, shall be returned as a seafarer or otherwise, but without expense to him or her; (a) at the Shipowner's option, to the port or place in which he or she was engaged or where the voyage commenced or to a port or place in the seafarer's own country; or (b) to another port or place agreed upon between the seafarer and the Shipowner or Master. However, in the event such seafarer's period of service specified in his contract of employment has not expired, the Shipowner shall have the right to transfer him or her to another of the Shipowner's vessels, to serve thereon for the balance of the unexpired period of service.

6 Any seafarer whose period of employment is terminated by reason of completion of the voyage for which he or she was engaged or of expiration of his or her contract period of employment, shall be entitled to repatriation at no expense to him or her to the port or place at which he or she was engaged or to such other port or place as may be agreed upon, unless otherwise specified in the supplemental provisions.

7 If a seafarer enters himself or herself as qualified for duty which he or she is incompetent to perform, his or her rank or rating may be reduced in accordance with his or her competence or he or she may be discharged.

8 Any seafarer may request his or her immediate discharge on grounds of injury or illness, and such discharge may be granted in the Master's reasonable discretion at the next appropriate port.

9 The Master shall give to a seafarer discharged from his or her vessel either on his or her discharge or on payment of his or her wages, a Certificate of Service in the format approved by St. Kitts & Nevis International Ship Registry (SKANReg).

10 Every Master in service on board a vessel registered in St. Kitts & Nevis shall ensure that watchkeeping arrangements are adequate for maintaining a safe continuous watch or watches, taking into account the prevailing circumstances and conditions and that, under the Master's general directions all watchkeeping personnel shall observe the principles and guidance set out in the International Convention on Standards of Training, Certification and Watchkeeping for Seafarer, 1978, as amended, and any regulations enacted by St. Kitts & Nevis.

(a) All persons who are assigned duty as officer in charge of a watch or as a rating forming part of a watch shall be provided a minimum of ten (10) hours of rest in every 24-hour period;

(b) The hours of rest may be divided into no more than two periods, one of which shall be at least six (6) hours in length;

(c) The requirement for rest periods set forth in paragraphs (a) and (b), above, need not be maintained in case of an emergency or drill or in other overriding operational conditions – i.e., essential shipboard work which could not reasonably have been anticipated at the commencement of the voyage;

(d) Notwithstanding the provisions of paragraphs (a) and (b), above, the minimum period of ten (10) hours may be reduced to not less than six (6) consecutive hours provided that any such reduction shall not extend beyond two days and not less than seventy (70) hours of rest are provided each seven (7) day period;

(e) Watch schedules shall be posted where they are easily accessible on-board the vessel;

(f) The Master shall maintain a record of the hours of work and/or rest periods of each seafarer, and such record shall be available for inspection by any authorized representative of SKANReg or an official who is authorized to act for and on behalf of a Port State Control Authority.

11 In order to be alert and maintain proper fitness for the performance of watchkeeping duties, watchkeeping personnel shall have no more than 0.08% blood alcohol level (BAC) during watchkeeping duties; and watchkeeping personnel shall not consume alcohol within four (4) hours prior to serving as a member of a watch.

12 Eight hours per day shall constitute a working day while in port and at sea.

13 Work performed over and above an eight hour period shall be considered overtime and be compensated for at overtime rates. However, such work performed in excess of eight hours per day shall not be compensated for when necessary for the safety of the vessel, its passengers, officers, crew, cargo or for the saving of other vessels, lives or cargo, or for the performance of fire, lifeboat or other emergency drills.

14 Seafarer shall keep their respective quarters clean and in order.

15 No dangerous weapons, narcotics or contraband articles, and alcoholic beverages except as provided by the Shipowner as part of the vessel's provisions, shall be brought on-board the vessel nor allowed in the possession of seafarer, and any seafarer bringing the same on-board or having the same in his or her possession on-board, shall be subject to discharge and/or shall be liable for such fines as the Master may direct and all such articles shall be confiscated. The amount of any fine levied against the vessel by the proper authority of the port wherein the vessel is then located, for possession of narcotics and/or contraband cargo, shall be made good to the Shipowner out of the wages of the seafarer or seafarer guilty of such possession.

16 No seafarer shall go ashore in any foreign port except by permission of the Master. However, the Master shall not refuse the reasonable request of any seafarer for shore leave for the purpose of presenting a complaint against the vessel or Master to a Special Agent for Shipping & Maritime Affairs, a Consul or other Official of St. Kitts & Nevis.

17 The Shipowner and Master may issue such rules and regulations as may be necessary for the safe and proper operation of the vessel providing nothing contained therein shall be contrary to law.

18 If any seafarer considers himself or herself aggrieved by any breach of these Articles, he or she shall represent the same to the Master or officer in charge of the vessel, in a quiet and orderly manner, who shall

thereupon take such corrective action as the case may require.

19 The complete crew agreement comprises Part 1 (text) & part 2 (tabulated).

20 All rights and obligations of the parties to these Articles shall be subject to the Merchant Shipping Act No. 24 of 2002, as amended and any Regulations made by the Minister or any other applicable legislation of St. Kitts & Nevis

IT IS ALSO AGREED THAT:

(additional provisions may be included or referenced herein or attached hereto)

IN WITNESS THEREFORE the said seafarers have subscribed their names herein on the days mentioned against their respective signatures.

Agreement opened at _____ on _____

Signature of Master

Ship Stamp

NOTES:

1) Preamble

(a) - Enter name of vessel.

(b) - Enter full name of Master.

(c) - Enter name of first port of departure.

(d) - Enter here a description of the voyage and the names of the places at which the ship is to call, or if that cannot be done, the general nature and the probable length of the voyage and the port or country at which the voyage is to terminate. For ships engaged in world-wide trading without definite itineraries or schedules, insert "unrestricted world-wide trade".

(e) - Strike out word or words not applicable.

(f) - It is recommended that, for the sake of avoiding accumulation of excessive records, Articles should be closed no later than 24 months from the date when they were opened.

2) This Agreement should be in the English language and annexed to the Official Crew List held onboard. Where necessary a foreign language version made be attached to or otherwise made a part of it.

3) An Agreement comprising Parts 1 & 2 satisfies the requirements of section 86 of the merchant Shipping Act No. 24 of 2002.

4) This Agreement is prepared for printing on A4 size paper.

This form of Articles may be downloaded from our website www.StKittsNevisRegistry.net