[Onderstaand contract is een voorbeeld dat kan dienen als een basis voor het opstellen van een eigen contract. Het voorbeeld zoals dat hier staat is niet dwingend. Het bevat wel alle wettelijk verplichte artikelen (genoemd in de voetnoten) en is afgestemd met de Scheepvaart Inspectie. Het contract kan aangepast worden op de van toepassing zijnde situatie. Er kan voor gekozen worden om meer of minder uitgebreid te zijn zolang de wettelijk verplichte artikelen maar zijn opgenomen. Dit voorbeeld kan ook als basis dien voor het contract met de ZZPer en de Vrijwilliger. Het verdient aanbeveling om de werkzaamheden en verantwoordelijkheden van de zeevarende op te nemen]

**AGREEMENT FOR A SELF EMPLOYED SEAFARER**

**THIS AGREEMENT IS BETWEEN**[[1]](#footnote-1)**+**[[2]](#footnote-2)

(name seafarer) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(date of birth) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(place of birth) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

(name employer) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**YOU WILL BE EMPLOYED ON**[[3]](#footnote-3)

(ships name or companies ships names) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PERIOD**[[4]](#footnote-4)+[[5]](#footnote-5)+[[6]](#footnote-6)

Your employment is for a period commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

unless it is terminated for justified reasons in advance of this point or when the ship is at sea at that point in 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 voyage[[7]](#footnote-7) of

(name ship) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

from the port of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

or

The vessels arrival in the port of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**REMUNERATION**[[8]](#footnote-8)

Your payment will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per day/week/month.

Remuneration will be payable by (method of payment) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

At monthly intervals/end of contract.

**WORKING AND LIVING CONDITIONS**

The self employed seafarer is entitled to the working and living conditions as described in the MLC 2006 at the expense of the employer.

**LEAVE**[[9]](#footnote-9)**+**[[10]](#footnote-10)

Your are entitled to the equivalent of 2,5 working days per month as paid leave per each fully employed month. The financial compensation for your paid leave is factored into the above mentioned remuneration.

**HEALTH AND SECURITY BENEFITS**[[11]](#footnote-11)

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.

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 dentist in ports of call for the purpose of obtaining treatment.

By signing the agreement you confirm that you have an adequate health insurance.

The employer is insured for all medical costs not covered by your health insurance when you are abroad.

**REPATRIATION**

You will be entitled to repatriation[[12]](#footnote-12), at the expense of the ship owner, if you are away from your country of residence when this agreement is terminated:

* by the shipowner
* in the event of a justified termination, in 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 maximum period of service following which you will be entitled to repatriation at no cost to you is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ weeks

**CAPACITY IN WHICH THE SEAFARER IS TO BE EMPLOYED**[[13]](#footnote-13)

The capacity in which you are employed is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned self employed 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

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;* [↑](#footnote-ref-1)
2. *2. name and address of the employer;* [↑](#footnote-ref-2)
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;* [↑](#footnote-ref-3)
4. *3. place and date of entering into the seafarer’s employment agreement;* [↑](#footnote-ref-4)
5. *11. if possible, the place and date on which the service on board will commence; Interpretation* [↑](#footnote-ref-5)
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;* [↑](#footnote-ref-6)
7. *5. the voyage or voyages to be undertaken, if they are already definite; Interpretation* [↑](#footnote-ref-7)
8. *6. the amount of the wages of the seafarer, and, if applicable, the method of calculation;* [↑](#footnote-ref-8)
9. *7. the entitlement to leave or the method to calculate this entitlement* [↑](#footnote-ref-9)
10. *8. the amount of wages to be paid during the leave, and, if applicable, the method of calculation;* [↑](#footnote-ref-10)
11. *9. the benefits to be paid by the employer to the seafarer for health care and social security benefits* [↑](#footnote-ref-11)
12. *Art 718 Civil Code Book 7* [↑](#footnote-ref-12)
13. *10. the capacity, in which the seafarer will serve;* [↑](#footnote-ref-13)