



The J.S. Hamilton Management Co. Ltd.

Terms and Conditions

Updated 24.10.2018

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Terms and Conditions

The J.S. Hamilton Management Co. Ltd. a company incorporated in the United Kingdom whose registered office is at 1 Cobden Road, Sevenoaks, Kent, TN13 3UB, UK, (hereinafter referred to as "The Crewing Agent") offers to supply Seafarers on an agency basis for Ships to Owners or Managers on the following Terms and Conditions.

NOW IT IS HEREBY MUTUALLY AGREED as follows:-

1 Definitions

1.1 In these Terms and Conditions - "Terms" save where the context otherwise requires:-

"Effective Date" means in respect of these Terms the date from which The Crewing Agent takes responsibility for providing the Seafarers detailed in the LOC.

"Owner" means that party in whom, in relation to the Ship concerned, title of Ownership is rested. "Disponent Ownership" means that there is, in relation to the Ship, vested in the Owners such rights of possession and control as would ordinarily be enjoyed by a demise charterer.

"Manager" means that party to whom the day to day management of the Ship is delegated by the Owner.

"Employer" means that party to whom the Owner, Disponent Owner or Manager delegates the duties of employing the Crew.

"Manning Services" means any services provided or procured by the Crewing Agents pursuant to these Terms;

"Ship" means the ship/or ships covered by these Terms a brief description whereof is set out in the LOC.

"Seafarer" means Officers and Ratings of Polish nationality and/or of such other nationality as may from time to time be authorised, as shall be supplied in the performance of these Terms.

"Crew" means the crew and each member of the crew to be provided for the Ship as set out in LOC's hereto.

"Crewing Agents" means The J.S. Hamilton Management Company Limited, UK and their appointed sub agents in Poland (The J.S. Hamilton Co Ltd Branch Office placed in Gdynia, Plac Kaszubski 13/8) as nominated from time to time.

"LOC" means The Crewing Agents Letter of Confirmation which outlines the number of Seafarers required, their rank and any other special requirements to enable them to serve on the Ship in question in the nominated post.

2 Appointment of Crewing Agents

2.1 The Crewing Agents hereby agree to provide the Manning Services as specifically outlined in the LOC and on the basis of these Terms, as and from the Effective Date shown in the LOC upon the terms hereinafter set forth.

3 Responsibilities of Crewing Agents

3.1 The Crewing Agents shall man the Ships on behalf of the Managers and the respective Owners in accordance with sound marine personnel management practice and protect and promote the interests of the Owners, Disponent Owners, Managers and Employers in all matters relating to the efficient manning of the Ship;

Provided however the Crewing Agents;

(a) Shall so far as practicable ensure a fair distribution of available manpower to all ships owned, managed or manned by it except as shall be specified elsewhere in this Agreement;

(b) shall not be answerable for the consequences of any decision or exercise of judgement taken or made in the exercise of their powers hereunder which was taken or made honestly and in good faith by a person qualified to make such decisions or exercise such judgement.

4 Manning Services

4.1 The Crewing Agents shall provide and/or procure the provision of the services specified hereunder and shall have power, in the name of the Owners for whom the Managers are acting or otherwise on their behalf, to do all things which

may be expedient or necessary for the provision of the said services or otherwise in relation to the proper and efficient manning of the Ship:-

- (a) procure and enlist competent and qualified Seafarers, including replacements for each designated Ship in accordance with the instructions of the Manager;
- (b) ensure that all Seafarers, prior to first engagement, complete an employment application, in a form approved by the Crewing Agent, and that where the Seafarer is not known to the Crewing Agent the content of such form is verified as necessary and the Crewing Agent utilise their best endeavours to obtain references from previous employers. The Crewing Agent will retain such forms, together with the verification of content, and details of the references taken and make same available for inspection by the Manager upon demand ;
- (c) agree, from time to time, with the Manager the appropriate standard Contract of Employment and any special Conditions of Service applicable to each rank of Seafarer that will apply under his Contract of Employment;
- (d) enter into a Contract of Employment in the form agreed with the Manager with each Seafarer engaged hereunder. Each Contract of Employment shall be and constitutes a contract between the Employer and the Seafarer unless mutually agreed otherwise. The Crewing Agent to sign Contracts of Employment "As Agent Only".
- (e) agree, from time to time, with the Manager a scale of wages and the wages payable to each Seafarer under his Contract of Employment shall conform with such scale;
- (f) dismiss any Seafarer or procure the dismissal of such Seafarer when properly requested so to do by the Managers or when the Crewing Agents become aware of any information which under good Ship Management and/or personnel practices would dictate such course of action provided the Crewing Agent shall be entitled so to dismiss such Seafarer under that Seafarer's Contract of Employment;
- (g) prior to entering into any Contract of Employment, confirm that each Seafarer has a valid medical certificate (including vaccinations), such medical examination to have been carried out by a Doctor appointed by the appropriate authorities and, in addition, if required, to arrange any additional examinations to the standard set by the Manager;
- (h) when arranging travel for joining seafarers to conduct all necessary consular formalities, after proper investigation into requirements for same, and obtain visas, etc. (if necessary, for all Seafarers enlisted, to permit their legal departure from their place of residence, and for legal admission as bona fide Seafarers to the

ports of the world to which they may be ordered during the course of their employment aboard the designated ship;

(i) when so requested by the Manager arrange travel to the designated ship in accordance with the instructions laid down by the Manager and advise travel details to Agents and the Ship as necessary. The Manager shall give each Seafarer such assistance as may be necessary to enable him to join the designated ship;

(j) in manning any designated ship the Crewing Agents agree to give preference to those Seafarers who have served regularly on board that designated ship or any similar designated ship;

(k) where specifically authorised, assist, negotiate and agree, as relevant, but always subject to the express authority of the Managers any claims of whatsoever nature, that may be brought against a ship covered by these Terms, her Owners, Disponent Owners, Managers, Employers or the Crewing Agents.

5 Crew Labour Disputes

The Crewing Agents shall protect and promote the Owners' and Managers' interests in connection with any possible demands of Maritime Unions. Should the Crewing Agents notwithstanding the foregoing be forced to negotiate higher Crew wages and different employment conditions then the Managers shall be informed immediately and the course of action to be followed shall be mutually agreed between the Crewing Agents, the Managers and, where relevant, the Owners of relevant ships.

6 Powers of Crewing Agents

6.1 The Crewing Agents shall (without prejudice to the generality of the powers vested in them as aforesaid) be entitled, on behalf of the Owners and Managers to open, continue and operate such banking account or accounts as the Crewing Agents may deem necessary or expedient and to endorse cheques in the ordinary course of business on behalf of Owners and to endorse and pay bills on behalf of the Owners, provided always that any monies advanced to the Crewing Agents for relevant expenses not already paid out by the Crewing Agent shall be kept separate from the monies of the Crewing Agent, being held in trust on behalf of the Owners and the Managers until such payment is made.

6.2 The Master and Crew detailed in LOC's are under the general control of the Crewing Agent save that from the time that they depart from their country of domicile, under contract, until the time they again return to their country of domicile shall be deemed to be the servants of the Owners and Managers.

7 Insurance

7.1 The Manager shall procure, either directly or through the Owners, that throughout the period covered by these Terms:-

(a) the Ship is insured and kept insured for not less than its full market value or for its full tonnage as the case may be against (i) fire and usual marine risks (including excess risks); (ii) war risks and (iii) protection and indemnity risks (including pollution risks in accordance with best practice of prudent owners of ships of the same type as the Ship) with first class insurance companies, underwriters and war risks and protection and indemnity associations and that all premiums and calls are paid by their due date for payment.

(b) the insurances of the Ship shall name the Crewing Agents and their nominated sub agents as a co-insured with Group Affiliate status or having cover for "misdirected arrows", as their respective rights and interests may appear, but the Crewing Agents shall not be under any liability in respect of any premiums or calls arising in connection with such insurances.

7.2 The Managers shall procure either directly or through the Owners that each insurer of the Ship for the time being shall waive any and all rights of subrogation against the Crewing Agent and endorse the policies and certificates of entry with an appropriate cross liability waiver.

7.3 The Managers shall furnish to the Crewing Agents evidence, reasonably satisfactory to the Crewing Agents, of the due compliance by the Owners of its obligations for the time being under this Clause 7, within a reasonable period after the Effective Date and each date of renewal of the insurances.

7.4 The Manager shall furnish to the Crewing Agents details of all or any of these insurances as evidence of cover for compensation payable for injury or death, for which the ship may be liable suffered by Seafarers in accordance with the Terms of the Contract of Employment.

8 Accounts

8.1

(a) The Crewing Agents shall keep proper books, records and accounts relating to the Manning Services and shall make the same available for inspection and audit on behalf of the Owners or Managers at such times as may be mutually agreed;

(b) The Crewing Agents shall prepare and furnish to the Managers (i) monthly statements of all expenses incurred in or about the provision of the Manning Services; and (ii) such other statements or reports in respect of the Manning Services as the Owners or Managers may from time to time reasonably require.

9 Period and Termination

9.1 The appointment of the Crewing Agents, having commenced and taken effect as and from the Effective Date, shall (subject as hereinafter provided) continue unless and until terminated by either party, at any time thereafter, giving to the other notice in writing to terminate the same in which event the appointment shall terminate upon the expiration of a period of 90 days from the date upon which such notice was given.

9.2 Notwithstanding Clause 9.1 and without prejudice to the accrued rights hereunder of either party:

(a) the Crewing Agents or the Manager shall be entitled (but not bound) to terminate their appointment, forthwith by notice in writing in respect of a particular ship/or ships, in any of the following events:

(i) if a mortgagee enters into possession of the Ship; or

(ii) if the Owners shall do or omit to do anything which is, in the opinion of the Crewing Agents or Managers, likely to be detrimental to their reputation or, after receipt of written notice of objection thereto from the Crewing Agents or Managers, the Owners proceed with employment of or continue to employ the Ship in a trade or in a manner which is, in the opinion of the Crewing Agents or Managers, likely to be detrimental to their reputation as Agents or Managers or (otherwise than by virtue of ordinary business competition) to be prejudicial to the commercial interest of the Crewing Agents or Managers; or

(iii) if the Owners or on their behalf the Managers shall fail to procure the due performance and fulfillment and compliance with any of the provisions of Clause 7; or:

(iv) any monies payable by the Owners under this Agreement shall not have been duly paid within 7 days of payment having been demanded in writing by the Crewing Agents or Managers; or

(v) if in the opinion of the Crewing Agents or Managers the employment of the Ship places or may place the safety of any member of her crew in jeopardy; or

(vi) if (in the opinion of the Crewing Agents or Managers) this Agreement has, for any reason whatsoever outside the control of the Crewing Agents or Managers, become impossible to perform in such a manner as to enable the Crewing Agents or Managers properly to carry out the services (or any of them) hereby contracted for;

(b) either party may by notice in writing to the other forthwith terminate the appointment if a meeting be convened or any petition be presented or any order be made or resolution be passed for the winding up of the other and/or its holding company (otherwise than a winding up for the purposes of reconstruction or amalgamation) or if a receiver or administrative receiver be appointed of the undertaking or property of the other or if the other shall suspend payment or cease to carry on business or shall make any special arrangement or composition with its creditors.

(c) either party may by notice in writing to the other forthwith terminate the appointment in respect of a particular ship/or ships if a meeting be convened or any petition be presented or any order be made or resolution be passed for the winding up of the Owners or disponent Owners of the subject ships or ships and/or its holding company (otherwise than a winding up for the purposes of reconstruction or amalgamation) or if a receiver or administrative receiver be appointed of the undertaking or property of the Owner or if the Owner shall suspend payment or cease to carry on business or shall make any special arrangement or composition with its creditors.

10 Fees

10.1 The remuneration of the Crewing Agents for their services under this Agreement shall be as follows:-

(a) Subject to such adjustment as may be agreed following each review carried out pursuant to the provision of Clause 10.1(b), the Managers on behalf of the Owners shall pay to the Crewing Agents, fees at the rate set out in LOC's or relevant updates hereto, such fees to be payable in respect of each ship or ships in accordance with Clause 10.1(d).

(b) The fees referred to in Clause 10.1(a) shall if so requested by the Crewing Agents be reviewed by the Managers and the Crewing Agents prior to 1st January each year or at such other agreed date and any adjustment agreed in consequence of such review shall become effective as from the 1st January or as otherwise agreed.

(c) if so required the Crewing Agents will procure the distribution of allotments to Seafarers at an additional fee to be agreed from time to time as recorded in LOC's or relevant updates hereto. Such additional fees shall be on the basis of a lump sum to be charged per ship per month, or according to an agreed scale of fees in respect of the number of allotment transactions payable on that vessel, provided, however, that the funding for such allotments is remitted by a single lump sum each month, free of bank charges, for each ship by the Managers, on behalf of the Owners, to the Crewing Agents and provided also that at least one monthly allotment payment is made.

Allotments for the first part month of employment and the last part month of employment shall normally be taken on board in cash.

(d) the amounts payable by the Manager on behalf of the Owner in respect of Crewing Agents fees, calculated on the basis of the period commencing from the day that the Seafarer signs his contract upto and including the day that he returns to Poland, shall be paid no later than thirty (30) days after receipt of Crewing Agents invoice.

(e) the Crewing Agents shall invoice the Manager on behalf of the Owners for the fees as agreed in Pounds Sterling or other currency which may be mutually agreed, and payments shall be made to the Crewing Agents nominated Bank Account in that currency. The Manager will, on each occasion, fax to the Crewing Agent a copy of the remittance confirmation which is received from the Bank.

11 Manning Expenses

11.1 The Crewing Agents shall at their own expense provide all office accommodation, equipment, communications and staff required for the provision of the Services hereby contracted for.

11.2 Subject to Clause 11.1 the Managers on behalf of the Owner shall (in addition to the payment of the fee provided for in Clause 10.1 (a) pay to the Crewing Agent, amounts equivalent to all reasonable expenses (including Crewing Agents's mark up for arranging the service if appropriate) of whatsoever kind which are directly incurred by the Crewing Agents in connection with the provision of the Services hereby contracted for.

11.3 Without prejudice to the generality of the foregoing, the Managers on behalf of the Owners shall so pay the Crewing Agents in respect of:

(a) Wages, leave pay and all other costs in respect of Crewing the Ship, including pension, social security and insurance contributions, travelling and accommodation expenses or allowances, offshore crewing expenses, port agency and all costs of repatriation whether incurred or paid before or after the termination of this Agreement;

In addition, the Crewing Agents shall be reimbursed by the Manager on behalf of the Owners for medical examinations, visas, flights, licenses, airport taxes, Marlins English Language Tests and other reasonable expenses directly incurred in processing a Seafarer for assignment.

(b) any payments made or liabilities incurred by the Crewing Agents (whether voluntarily but always subject to the agreement of the Managers or as required by Law) in any country or jurisdiction in connection with the termination of the employment of any master, officer or rating employed by the Crewing Agents in

consequence of or arising out of either reductions in manning scales affecting the Ship or the Ship ceasing for any reason whatsoever (including termination of this Agreement by effluxion of time) to be manned by the Crewing Agents, including (without limitation) all payments made and liabilities incurred by the Crewing Agents under any approved employment contract or any other agreement or arrangement made by the Crewing Agents with the agreement of the Managers with or relating to any such master, officer or rating.

11.4 The Crewing Agents will invoice the Manager on behalf of the Owners for relevant expenses in Pounds Sterling or other currency which may be mutually agreed, and payments shall be made to the Crewing Agents nominated Bank Account in that currency. The Manager will, on each occasion, fax to the Crewing Agent a copy of the remittance confirmation which is received from the Bank.

The amounts payable by the Manager on behalf of the Owner in respect of disbursements hereunder shall be paid no later than 14 (fourteen) days after receipt, and approval, of Agents invoice relating thereto. Crewing Agents are entitled to advances from Manager in this respect.

12 Force Majeure

12.1 Neither the Manager nor the Crewing Agents shall be under any liability for any failure to perform or delay in or for any stoppage, interruption or cessation in the performance of any of their obligations under this Agreement by reason of any cause whatsoever beyond their reasonable control.

12.2 Without prejudice to clause 12.1, the Crewing Agents shall be under no liability whatsoever to the Owners or Managers for any loss or damage of whatsoever nature, whether direct or indirect (including but not limited to loss of profit arising out of or in connection with detention of or delay to the Ship) and howsoever arising in the course of performance of the Manning Services unless the same shall have resulted solely from the negligence, gross negligence or willful default of the Crewing Agents or any of their employees or agents in which case (save where loss or damage has resulted from the Crewing Agents' personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result) the Crewing Agents' liability for each incident or series of incidents giving rise to any claim for loss or damage shall not exceed a total of one hundred times the monthly fee paid to the Crewing Agents on the subject vessel under this Agreement during the month when the negligence default or subject act took place, or US Dollars 250,000 whichever shall be the greater.

13 Indemnities

13.1 The Managers, on behalf of the Owners, hereby ratify and confirm, and undertake at all times to ratify and confirm, whatever may be done or caused to

be done by the Crewing Agents in the course of or in the provision of the Services hereunder and the Owners hereby undertake to keep the Crewing Agents and their respective employees and agents indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of the Agreement, and against and in respect of all loss, damages, costs and expenses (including legal costs and expenses on a full indemnity basis) which the Crewing Agents may suffer or incur (either directly or indirectly) in defending or settling the same, provided, however, that the provisions of this clause shall not apply when Crewing Agents have acted unlawfully or outside the terms and scope of this Agreement.

13.2 Although Seafarers serving on designated ships under the Terms shall be under the general control of the Crewing Agent, save that from the time that they sign their contract of employment until they again return to their country of engagement, they shall be deemed to be the servants and employees of the Employer and accordingly the Crewing Agent shall be under no liability for any act, performance or neglect of any such Seafarer whilst that Seafarer is serving on such designated ships and shall also be under no liability to the Owners or Manager or any third party for any action default or neglect of any other employee or agent of the Crewing Agents on board or in attendance on the designated vessel unless there has been the want of due diligence in the selection or appointment of the person or persons committing such an act, performance or neglect. The Manager shall indemnify or procure that the Owners indemnify the Crewing Agents and hold them harmless against all liabilities whatsoever which the Crewing Agents may incur towards third parties (including costs and expenses incurred in connection with any proceedings borne by such third parties) by reason of any such act, default or neglect as aforesaid unless there has been want of diligence.

14 Confidentiality and the Managers Manuals etc

14.1 Save for the purpose of enforcing or carrying out as may be necessary the rights or obligations of the Crewing Agents hereunder, the Crewing Agents agree to maintain and to use their best endeavours to procure that their officers and employees maintain confidence and secrecy in respect of all information relating to the Owners' or Managers' business received by the Crewing Agents directly or indirectly pursuant to these Terms.

14.2 As between the Managers and the Crewing Agents, the Crewing Agents hereby agree and acknowledge that all title and property in and to the management manuals of the Managers and other written material of the Managers concerning manning functions and activities is vested in the Managers and the Crewing Agents agree not to disclose the same to any third party and, on the termination of this Agreement, to return all such manuals and other material to the Managers.

15 Enticement of Personnel to Alternative Employment

15.1 It is a condition of this Agreement that the Crewing Agents will not offer or give similar employment to any of the personnel nominated to them or introduced to them by the Managers or introduce any of them to similar employment or to any other person, firm or Company without the prior written permission of the Managers.

15.2 It is a condition of this Agreement that the Managers will not offer or give similar employment to any of the personnel nominated to them or introduced to them by the Crewing Agents or introduce any of them to similar employment to any other person, firm or Company without the prior written permission of the Crewing Agents.

16 Ongoing Obligations

16.1 The obligations of both Managers and the Crewing Agents under Clauses 9 and 10 shall survive the expiration or termination of this Agreement notwithstanding any provisions to the contrary elsewhere herein contained.

17 Notices and Other Matters

17.1 Every notice, request, demand or other communication under this Agreement shall:

(a) be in writing, delivered personally or by first-class prepaid letter (airmail if available) or facsimile;

(b) be deemed to have been received, subject as otherwise provided in this Agreement, in the case of a facsimile at the time of dispatch evidenced by a timed and dated transmittal confirmation (provided that if the date of dispatch is not a business day in the country of the addressee it shall be deemed to have been received at the opening of business on the next such business day), and in the case of a letter when delivered personally or 5 days after it has been put into the post; and

(c) be sent:

(i) if to be sent to the Managers, to them at their Registered Address

(ii) if to be sent to the Crewing Agents, to them at

**The J.S.Hamilton Management Co Ltd.
1 Cobden Road, Sevenoaks, Kent, TN13 3UB, United Kingdom**

Facsimile: +44 1732 750754

Attention: Mr. David Skinner

or to such other address as is notified by one party to the other party under these Terms.

17.2 Time shall be of the essence in the performance of the Owners' obligations under these Terms

18 Law and Arbitration

18.1 This Agreement shall be governed by English law.

18.2

18.2.1 Any claim by a party to this Agreement against the other party which includes a financial claim in excess of £5,000 together with any counterclaim made in response to such a claim notwithstanding that the counterclaim may have a financial value of less than £5,000 shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this sub-clause.

18.2.2.1 The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

18.2.2.2 The reference shall be to a single arbitrator to be agreed upon by the parties or in default of agreement nominated by the President for the time being of the LMAA.

18.2.2.3 In cases where neither the claim nor any counterclaim exceeds the sum of £30,000 the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

18.3 The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction in respect of:

18.3.1 Any claim by a party to this Agreement against the other party which

includes a financial claim of £5,000 or less (other than a counterclaim of £5,000 or less which is referred to arbitration pursuant to Clause 18.2.1).

18.3.2 Any application or appeal (where permitted by the LMAA Terms)

concerning any question of law arising in the course of an arbitration of any claim referred to arbitration pursuant to Clause 18.2.1.

18.4 In respect of any claim falling within Clause 18.3.1 the parties shall request the Court to allocate such a claim to the Small Claims track as defined by the Civil Procedure Rules prevailing at the time the action is commenced.

18.5 Any financial claim by one party against the other arising out of this Agreement shall be expressed in sterling calculated where the Agreement provides for payment in a foreign currency by reference to the spot selling rate of Barclays Bank PLC prevailing on the day the action or arbitration is commenced.

19 Entire Agreement Clause

19.1 These Terms contain the entire agreement and understanding between the parties and supercedes all prior negotiations, representations, warranties and other documents or matter related to any of the subject matter.

20 Draft Letter of Confirmation

20.1 A draft Covering Letter and LOC are shown below.



1 Cobden Road, Sevenoaks, Kent, TN13 3UB, UK
Tel: +44 7850 510 509, Web: jshmanco.com

CL No: <?>
<Date>

<Client Name>
<First Line Address>
<Second Line Address>
<Post Code>
<Country>

SPECIAL DELIVERY

LETTER OF CONFIRMATION No(s) <LOC no/s>

You will find attached the above document(s) issued by us which outline the manning services that we have undertaken to supply.

Please ensure that our Agents and this company are co-assured under the Ship Owner's P&I policy for "Mis-Directed Arrow" cover. Please also advise me urgently if the vessel does not possess a valid "Safety Management Certificate" as required by the ISM Code now or at any time in the future.

Should you require any other goods or services, for example flights, visas, work clothes, foreign flag licences etc., these will be provided at additional cost and invoiced to you.

In the meantime, if you are not in agreement with any of these terms or conditions, please advise me within ten days of the date of this letter.

May I take this opportunity to thank you for entrusting us with this business.

Yours sincerely,

David Skinner
Managing Director

Registered Office: 1 Cobden Road, Sevenoaks, Kent, TN13 3UB, UK. Registered Number: 2911385



The J.S. Hamilton Group

Letter of Confirmation No <?>

We have pleasure to confirm supply of the following manning services:

Owner: <Owner Name>
Client: <Client Name>
Vessel: <Vessel Name>
Flag: e.g. British
Type of Vessel: e.g. Trawler
Seafarers Required: As and When Required
Embarkation Fee: Per Person <Amount> **Currency:** Sterling
Emb Fee - New Joiners: Per Person <Amount> **Currency:** Sterling
Per Movement to Sterling
Travel Management Fee: or from Vessel <Amount> **Currency:** Sterling
Manning Fee: Per Person/Month <Amount> **Currency:** Sterling
1-2 persons <Amount>
3-5 persons <Amount>
Allotment Fee: 6-10 persons <Amount> **Currency:** Sterling
11-20 persons <Amount>
>21 persons <Amount>
Fees Valid Until: <Date>
Special Instructions:

- 1) The J.S. Hamilton Management Company Ltd. accepts responsibility to provide the Manning Services described above from the Effective Date shown below.
- 2) The J.S. Hamilton Management Company Ltd.'s Terms and Conditions as varied from time to time, are deemed to be incorporated unless varied by mutual agreement. Please see our current Terms and Conditions at <http://www.jshmanco.com>
- 3) Please ensure that this Company and our Agents as listed above, are co-assured under the Ship Owner's P&I policy for "Mis-Directed Arrow" cover.
- 4) Please also advise me urgently if the vessel does not possess a valid "Safety Management Certificate" as required by the ISM Code now or at any time in the future.

Managing Director
The J.S. Hamilton Management Co. Ltd.

Date Issued
<Date>
Effective Date
<Date>
SPECIAL DELIVERY