

Ukraine - Repatriation of Ukrainian Seafarers

The Club recognise that many of its Members currently have a number of Ukrainian personnel working on board vessels who are either awaiting repatriation on conclusion of their employment and/or are wishing to terminate their contract early in order to return to Ukraine for various reasons.

There are obvious difficulties presented with the repatriation of seafarers to Ukraine due to the conflict with Russia. The Club has seen several requests to Members by Ukrainian seafarers who wish to terminate their employment contract and to be repatriated to alternative agreed destinations.

Following collaboration by the International Group (IG) Personal Injury Committee, the below 'Addendum Contract' wording has been drafted to provide clarity and a uniform approach to assist both seafarers and Members in this extremely difficult time.

QUOTE

Addendum to the contract of employment dated: XXXXX (hereinafter referred to as "SEA").

This addendum is agreed between (name and rank of the seafarer), hereinafter referred to as "seafarer", and (name of the employer which could be shipowner direct or its agents to be clarified appropriately as referred in original employment contract), hereinafter referred to as "employer".

According to the terms of SEA, the seafarer's term of employment on board (insert name of the vessel) completes on..... or is due to be completed on (insert date of completion of contract together with usual +/- tolerance period). The agreed place of repatriation in SEA is(insert name of place of repatriation in SEA).

The seafarer wishes to terminate the SEA before the termination date and after due consideration of the present exceptional circumstances the employer agrees to this request. Repatriation to the original place of engagement is no longer practical or is unsafe. The alternative place of repatriation is now agreed to be..... (insert new location for repatriation).

The seafarer undertakes that s/he shall comply with all applicable laws including but not limited to any entry or visa requirements imposed on her/him at the alternative place of repatriation. In the event that repatriation to the alternative place becomes impractical or unsafe after the nomination by the seafarer but prior to commencement of the repatriation journey, the seafarer and the employer agree to consider alternative viable places of repatriation.

The seafarer and the employer agree that early repatriation to such agreed alternative place of repatriation shall be deemed as due performance of the employer's obligation to repatriate the seafarer and the employer will be released from any and all further obligations towards the seafarer under the contract of employment including any obligations imposed under the applicable CBA and/or the Maritime Labour Convention and/or applicable laws other than those which have accrued to the date of repatriation and not yet been discharged.

UNQUOTE

The IG Personal Injury Committee wish to make it clear that the above does not constitute an IG approved wording. The effectiveness of this or any wording used is dependent upon the particular clauses of a contract and the law governing it. In the circumstances, Members should seek independent legal advice before proceeding with/relying upon any addendum and/or waiver. Members should also investigate the position with their War Risk Underwriters as standard P&I cover excludes sickness, injury or death arising out of war, whether directly or indirectly.