



Ukrainian seafarer repatriation

As the conflict in Ukraine continues, many Members and clients are having difficulties repatriating Ukrainian crew. Some crew members may want to extend their contracts given the turbulence and uncertainty of the situation; others will want to terminate their contracts earlier than intended in order to go home to Ukraine.

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Given the circumstances, the International Group of P&I Clubs (IG) Personnel Sub-Committee has drafted the below Contract Addendum to assist owners and crew who would like to alter their contracts.

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

It is important to note that this template should be used as general guidance only. Any Member using this is advised to seek independent legal advice, and we would also recommend investigating the position with the War Risk Underwriters as standard P&I cover excludes sickness, injury or death arising out of war, whether directly or indirectly.

The IG Personnel Sub Committee underlines that the above does not constitute an IG-approved wording but is merely to facilitate uniformity of approach and assistance at a time of great upheaval when time is of the essence.

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