To the Owners and Managers of M/V\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as the Company

**L E T T E R OF I N D E M N I T Y**

*(VMS reference* [Crew](http://srv-glas301:82/Leisure/content/parent%20category%20topics/crew.htm) > [1.0 Crewing - Onboard procedures](http://srv-glas301:82/Leisure/content/parent%20category%20topics/procedures%20and%20operations/ship_crew_management.htm) > 1.5 Crew Welfare*,* [Crew](http://srv-glas301:82/Leisure/content/parent%20category%20topics/crew.htm) > [1.0 Crewing - Onboard procedures](http://srv-glas301:82/Leisure/content/parent%20category%20topics/procedures%20and%20operations/ship_crew_management.htm) > 1.1 Crew Administration *and form C092)*

In consideration of your allowing my spouse/partner / and child(ren)\* to voyage or stay aboard the above vessel, I,

(*please print rank and name in full*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

jointly and severally with my spouse/partner and child(ren)\*, undertake to make no claim of any nature whatsoever and howsoever arising against you, your servants, agents or independent contractors. For the purpose of this agreement, the above owners shall be deemed to contract on behalf of and for the benefit of all persons who are or may be their servants, agents or independent contractors from time to time and all such persons shall to this extent be or be deemed to be parties to this agreement.

We further undertake to follow the company’s rules governing the carriage of ship officers’ spouses/partners and children as detailed on the reverse of this document which we have read, understood and accepted in full and have, therefore, this day \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Yr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ signed this letter of indemnity.

**Details of spouse/partner and child(ren)\*:**

|  |  |  |
| --- | --- | --- |
| Name of spouse/partner and child(ren)\* | Date of Birth | Nationality |
|  |  |  |

**Stay of spouse/partner and child(ren)\*:**

* will commence at (*port*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on (*date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
* will cease on or before (*date*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Officer’s signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of officer’s spouse/partner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*on behalf of my child(ren)\* accompanying me)*

*\* Strike out what is not applicable*

**RULES GOVERNING THE CARRIAGE OF OFFICERS SPOUSES/PARTNERS AND CHILDREN VISITING OR VOYAGING ON COMPANY VESSELS**

The Company will grant requests for Officers to be accompanied by their spouses/partners on voyages or whilst the ship is in port. It should be remembered that this facility is a privilege, given at the discretion of the Company, and subject to certain conditions being satisfied. These conditions are set out below:

1. Spouses/Partners

* 1. Spouses/partners will be allowed only on vessels that are considered suitable for their accommodation. The decision on suitability rests with the Company. Vessels considered unsuitable include those where:

1. The nature of the cargo would present hazards to unskilled personnel,
2. The personal facilities in the vessel are considered unsuitable for the accommodation of ladies,
3. The manning structure of the vessel is considered inadequate to cater for extra number,
4. The number of persons in any particular vessel is restricted by the safety equipment on board , and
5. Any other factors which, in the opinion of the Company would preclude of the presence of ladies on board.
   1. Spouses/partners will be accommodated on board without charges as guests of the Company subject to the following conditions:
6. During their stay, they will sign the vessel’s Articles of Agreement as supernumeraries and submit to the authority of the Master,
7. Officers will be responsible for making proper provisions for their spouses/partners to travel to and from the vessel. All costs in this connection will be for the account of the officer,
8. Before sailing in a Company vessel, all spouses/partners (and children, where applicable) must obtain a certificate from a registered medical practitioner certifying that they are medically fit to voyage aboard the Vessel,
9. Should the vessel’s trading pattern change whereby it becomes unsuitable for spouses/partners to remain on board, they will be repatriated. All costs in this connection will be for the account of the Officer,
10. The presence of spouses/partners on board Company vessels will not result in additional cabin duties being placed on the Catering Department, and
11. The total number of spouses/partners on board at any given time shall be a maximum of three and the total number of children on board at any given time shall be a maximum number of three, unless the ship Owner has a different policy and depending on ship’s safety and Life Saving Appliances capacity, subject always to conditions herein stipulated.
    1. Spouses/partners known to be pregnant are prohibited from sailing on a Company vessel.

1.4 a) Written permission must be obtained from the Company at least one month in advance, for spouses/partners to join their husbands on board. This instruction is made to avoid embarrassment to any party. Permission may not be sought by any officer:

i) whilst on probation ii) within three months of promotion.

1. Once written approval has been obtained from the Company, the Officer shall sign an indemnity in the form on the reverse of this page and the same shall be forwarded: one copy to the Company, or to the authorised manning Agency recruiting on behalf of the Company, another copy for the vessel and the third for the Officer. Failure to sign an indemnity automatically revokes any approval granted by the Company.
2. Officers should ensure that when their spouses/partners join a vessel, they are introduced immediately to the Master and appropriate Head of Department.

1.5 a) The Officer must ensure that his spouse/partner is in possession of a valid passport, visas as applicable and valid international health documents. The requirements of visas and inoculations will conform with the Company’s instructions in this regard which are final and binding and exclude any *ad hoc* decisions by an Officer of his own initiative to apply for only certain visas based on the current trade of the Vessel. Any fines imposed by immigration authorities for lack of valid visas will be borne by the officer concerned, as well as deportation expenses including airfares.

1. Under normal circumstances, spouses/partners may accompany their husbands for maximum period of 4 months per contract.
2. The Company may lessen the period stipulated in 1.5 b) at its discretion under special circumstances that may arise, e.g. where there is insufficient accommodation or life boat capacity.
   1. It is the responsibility of the Officer to effect necessary insurance to cover emergency repatriation (other than for sickness or injury) costs for their spouses/partners and/or children. Proof of such insurance coverage should be presented either to the Company or to the Manning Agency prior to spouses/partners and/or children joining the vessel. Medical and hospital expenses incurred by a spouse/partner or a child during their stay on board are covered by the Company to the same extent and subject to the same conditions as provided for in respect of Officers. The initial “deductible” amount applied by underwriters shall, however, be for the account of the Officer who is advised to ascertain the level of deductible and to arrange insurance cover for such amount prior to the embarkation of his spouse/partner and/or child(ren).

The Company does not accept any liability for the loss of baggage of Officer’s spouses/partners and/or children.

**RULES GOVERNING THE CARRIAGE OF OFFICERS SPOUSES/PARTNERS AND CHILDREN VISITING OR VOYAGING ON COMPANY VESSEL**S (continued)

1. ‘Children Accompanying Parents’

Officers may be accompanied on voyage with their spouses/partners and children for not more than the period of 4 months stipulated above and always subject to clause 1.2 (f) above, and, in addition, to the following:

1. no child under 2 years or over 18 years of age will be allowed, unless the ship Owner has a different policy.
2. children will be subject tot he same conditions above as for spouses/partners on board vessels,
3. children should be accompanied on board by at least one parent and under no circumstances are supernumeraries allowed to enter areas restricted to crew member access only without supervision, the responsibility for observing such regulations resting with the officer concerned.

**The above conditions apply to officers only.**

**This form is to be attached to the “Application for Embarkation of Relatives-Indemnity Form” C092**