



Government of Ireland

**Crew Agreements for Share Fishers working
aboard trawlers of twenty-five tons tonnage or
upwards**

and

Official Logbook

**for fishing boats of twenty-five tons tonnage or
upwards**

INSTRUCTIONS

Part A – Crew Agreement

This part applies to all trawlers of twenty-five tons tonnage or upwards, where the crew is made up entirely of share fishers. In line with Section 399 of the Merchant Shipping Act, 1894, each Master¹ is required to enter into a Crew Agreement with each fisher whom he or she carries to sea as one of the crew.

No fisher is permitted to proceed to sea where such an Agreement has not been entered into. Agreements should be entered into with the crew on, or as soon as the vessel is next operational, after 1st January and 1st July each year.

Annex 1 – Particulars of Fishing Vessel and Crew Agreement

Both the Registered Owner and the Master are required to complete Annex 1 which sets out details of the Fishing Vessel and the Crew Agreement.

Annex 2 – Crew Agreement

The Master must complete Annex 2 which must be signed by both the Master and each Fisher. The Master should ensure that the Crew Agreement is read over and explained to each Fisher, or otherwise ascertain that each Fisher understands each Agreement, before he or she signs it. The Master shall then attest each Fisher's signature.

Each Crew Agreement is executed to account for 30 crew members. If the crew or replacement crew number more than 30, a second logbook should be attached, so as the two Agreements become one document.

Each Crew Agreement will run for a maximum period of six months and will expire on the next day following 30th day of June or 31st day of December, as the case may be. If, however, the Fishing Vessel is absent from Ireland on the 30th day of June or 31st day of December then the Agreement shall remain in force until the first arrival of the Fishing Vessel at her final port of destination after such date.

The Crew Agreement must be sent to the Superintendent of the Mercantile Marine Office (contact details on page 3) as soon as practicable after the expiry of the crew agreement following the 30th day of June and the 31st day of December.

Every erasure or alteration in a Crew Agreement shall be deemed void unless proven, by way of the signature of an appropriate witness, to have been made with the consent of all of the persons interested in that erasure or alteration.

If a Master fraudulently alters or makes any false entry in a Crew Agreement, or has knowledge of any such alteration or false entry, or delivers or has knowledge to the delivery of a false copy of a Crew Agreement, then he or she shall be guilty of an offence.

¹ The term Master also includes Skipper

INSTRUCTIONS

Part A – Crew Agreement (continued)

Every member of crew having any **DISPUTE** with the Master or Registered Owner as to his/her share in the profits of the voyage or trip or a fishing catch, or any deduction therefrom, or concerning his/her engagement, service or discharge, or respecting the provision, has a right to appeal in writing to the Superintendent of the Mercantile Marine Office (contact details below).

Note: A fisher can, if they wish, have the number of shares to which they are entitled, recorded in Annex 2 – Crew Agreement, page 7.

A Master may appeal in a like manner in a case of a dispute with the vessel's Registered Owner.

In addition to maintaining a Crew Agreement an OFFICIAL LOGBOOK (Part B – Annex 3,) must be maintained, by the Master, for the duration of the specified Crew Agreement.

Contact

Superintendent
Mercantile Marine Office
Department of Transport
Leeson Lane
Dublin 2
mmo@transport.gov.ie
Tel: 01 6783480

Annex 1 – Particulars of Fishing Vessel and Period of Crew Agreement

NAME OF FISHING VESSEL	OFFICIAL NUMBER	PORT OF REGISTRY	PORT LETTERS AND NO.	TONNAGE		POWER
				GROSS	NET	(kW)
GEAR TYPES USED FOR THE SIX MONTH PERIOD <i>January to June or July to December – (delete months as appropriate)</i>						
REGISTERED OWNER						
NAME			ADDRESS			
MASTER						
NAME AND NO. OF CERTIFICATE OF COMPETENCY			ADDRESS			
COMMENCEMENT OF AGREEMENT			TERMINATION OF AGREEMENT			
Date		Place	Date		Place	
1 st January 20 _____ If after, please state date _____ <i>or</i> 1 st July 20 _____ If after, please state date _____			30 th June 20 _____ If before or after, please state date _____ <i>or</i> 31 st December 20 _____ If before or after, please state date _____			
TO BE COMPLETED BY THE REGISTERED OWNER						
I hereby acknowledge that I have appointed the above Master as Master of the fishing vessel employed in fishing under this Agreement, and hereby accept full responsibility for and undertake the fulfillment of the terms and conditions of this Agreement.						
Signed:			Date:			
TO BE COMPLETED BY THE SKIPPER						
I hereby declare to the truth of the entries in this Agreement.						
Signed:			Date:			
TO BE COMPLETED BY THE SUPERINTENDENT UPON RECEIPT						
Received In MMO, Dublin on _____			Signed:		Date:	
Date Receipt Issued:						

Annex 2 Crew Agreement

The several persons hereinafter called the Crew, whose names are hereto subscribed, and who are more particularly described herein, hereby agree to serve on board the said Fishing Vessel, which is to be engaged in fishing² _____ until the last day of June/December³ 20__ or if the Fishing Vessel is at sea on that date, until the first arrival of the Fishing Vessel at her final port of destination in Ireland after such date, but it is hereby expressly agreed, subject to the above stipulation, that this Agreement may be terminated at any time before that date at the discretion of the Registered Owner⁴.

And it is understood that the full complement of the Crew shall consist of _____ hands all told.

And the Crew agree to conduct themselves in an orderly, faithful, honest and sober manner, and to be at all times diligent in their respective duties, and to be obedient to the lawful commands of the said Master or of any person who shall lawfully succeed him/her, and their Superior Officers, in everything relating to the said Fishing Vessel, and the stores and cargo thereof, whether on board, in boats, or on shore.

And it shall be regarded as falling within the duties of the Crew to keep the nets and outfit, in repair. In consideration of which services to be duly performed, the said Master, with the consent and on behalf of the said Registered Owner, hereby agrees to pay to the said Crew as remuneration, the sums and/or the share in the profits as agreed between them, and to supply them with provisions as set out in the relevant Merchant Shipping Acts.

And it is hereby agreed, that any embezzlement or wilful or negligent destruction of any part of the vessels cargoes or stores shall be made good to the Registered Owner out of the remuneration due to the person guilty of the same.

And the Crew agree to work in accordance with the Safety Statement for the vessel as required by the Safety, Health and Welfare at Work Act, 2005, and all Crew have a duty to report to the Master, without unreasonable delay, any defect in plant, equipment, place of work or system of work, which might endanger safety, health or welfare, that they become aware of. It is further agreed, that all Crew will wear personal flotation devices at times and places required by the Fishing Vessel (Personal Flootation Devices) Regulations, 2001, it is also agreed that all Crew be trained in accordance with Fishing Vessel (Basic Safety Training) Regulations, 2001 and make themselves familiar with the safety and emergency equipment carried on the vessel including their duties in accordance with Merchant Shipping (Safety of Fishing Vessels) (15-24 Metres) Regulations 2007 or Merchant Shipping (Musters) (Fishing Vessels) Regulations 1993.

The Registered Owner agrees to provide the vessel with, not less than, the quantities of the medicines and medical equipment that are specified in the Second Schedule of the European Communities (Minimum Safety and Health Requirements for Improved Medical Treatment on Board Vessels) Regulations, 1997 for the category of vessel to which the vessel concerned belongs. The Crew and the Registered Owner agree that all persons so required under the Fishing Vessels (Certification of Deck Officers and Engineer Officers) Regulations, 1988, as amended, hold the correct certificate of competency for the capacity in which they agree to serve where applicable. Where a Safe Manning Document is required, such document shall be onboard and the manning of the fishing vessel shall be maintained at all times to at least the level required by the safe manning document. For up to date Manning requirements please see Marine Notice 46 of 2020.

The Crew and Registered Owner agree that the pattern of work on board the vessel will be in accordance with the European Union (Workers on Board Seagoing Fishing Vessels) (Share Fishermen) Regulations 2020 (SI 585/2020) and that records will be kept as required by the Regulations and all Crew acknowledge it is their responsibility to ensure that said records are maintained by them.

² State the nature of fishing and where it is to be carried out.

³ Delete the irrelevant month.

⁴ Subject to statutory requirements and not contrary to law.

Annex 2 Crew Agreement (continued)

It is also agreed that all Crew will receive their remuneration in the form of a 'share', that for the purpose of ascertaining the amount to which any member of the Crew is entitled in respect of his/her share in the profits, all fish caught by the said Fishing Vessel and her Crew be sold and the net amount arising from such sale, after deducting all usual customary and necessary expenses, shall be divided into the number of shares, as has been agreed between the Registered Owner and the Crew⁵.

It is also agreed, that a settlement of all shares of Fishing Profits shall be made on the termination of this Agreement, and at such other periods as the Registered Owner may determine, but not less, frequently than every⁶ _____ unless the vessel is at sea for a longer period. The settlement shall take place within _____ days of the vessel's return to port, and _____ days at least before a settlement, a full account of the fish taken, and of the amount for which it has been sold, and of all charges and deductions to be made from such amount or from such shares of from any of them, shall be rendered as required by Section 388 of the Merchant Shipping Act, 1894. And it is further agreed, that the deductions to be so made from shares of Fishing Profits shall comprise.⁷

And it is also agreed that if any member of the Crew considers himself to be aggrieved by any breach of the Agreement or otherwise, he/she shall represent the same in a quiet and orderly manner to the Master or Officer in charge of the Fishing Vessel and the Master or Officer shall thereupon take such steps as the case may require. Such steps may include:⁸

And it is also agreed, that if any member of the Crew is dissatisfied with his/her account and settlement, the Master shall afford him/her reasonable facilities for appealing, in writing, to the Superintendent of the Mercantile Marine Office, Department of Transport, Leeson Lane, Dublin 2.

And it is further agreed, that any member of the Crew shall be liable to dismissal without prejudice to his/her claim (if any) for compensation, under Section 411 of the Merchant Shipping Act, 1894, upon the expiration of _____ hours' notice given to him by the said Master or Registered Owner, and upon being paid the amount, if any, to which he is entitled in respect of his/her Share to the date of dismissal, and further, that any member of the Crew may claim his/her discharge at the time of any of the settlements above referred to upon giving a similar previous notice to the Skipper or Registered Owner.

⁵ Number of division of shares may be specified.

⁶ Insert the number of weeks or months. If there is to be a settlement every trip then insert 'trip' and delete the next ten words

⁷ Specify all matters or things (if any) in respect of which it is agreed that there shall be deductions from Fishing Profits, and insert any stipulations to which the parties agree, provided they are not contrary to law. Delete this line if no further deductions apply.

⁸ Specify actions to be taken by Master. Delete this line if no actions are being specified in the Agreement

Annex 2 Crew Agreement (Continued)

And it is further agreed, that should any member of Crew be discharged elsewhere than at the port in which he/she joined the vessel, he/she shall be entitled to have the cost of his/her conveyance to such port of joining defrayed by the Registered Owner, unless he/she is discharged at his/her own request, or through misconduct on his/her part justifying such discharge, or leaves the vessel on account of a disease or illness for which a Skipper or Registered Owner is exempted from liability to pay expenses.

And it is also agreed, that⁹

*In Witness*¹⁰ whereof the said parties have subscribed their names hereto on the day mentioned against their respective Signatures.

Signed: _____ **Date:** _____
Skipper

Signed: _____ **Date:** _____
Witness

⁹ Insert any other stipulations to which the parties agree and which are not contrary to law. Delete this line if no further matters are being specified in the Agreement

¹⁰ Witnesses may include Registered Owner or another Fisher who is part of the Crew.

Annex 2 Crew Agreement (Continued)

Reference No.	Name of Crew (Block Letters)	Capacity on board	Date of Engagement	Date of Discharge	Share of Fishing Profits ¹ (Enter the date from which each 's remuneration is to commence if different from date of engagement)	Scale of the provisions to be furnished to each seaman	The time at which each crewmember is to be on board or to begin work
	Signature of Crew		Place of Engagement	Place of Discharge		Scale to be detailed under if not as per Regulation 8 of S.I. No. 267/2020 - European Union (International Labour Organisation Work in Fishing Convention) (Food and Accommodation) Regulations 2020	
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Sign On							
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Sign On							
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Sign On							
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Sign On							
5							
Sign On							
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Sign On							
7							
Sign On							
8							
Sign On							

Reference No.	Name of Crew (Block Letters)	Capacity on board	Date of Engagement	Date of Discharge	Share of Fishing Profits ¹ (Enter the date from which each 's remuneration is to commence if different from date of engagement)	Scale of the provisions to be furnished to each seaman	The time at which each crewmember is to be on board or to begin work
	Signature of Crew		Place of Engagement	Place of Discharge		Scale to be detailed under if not as per Regulation 8 of S.I. No. 267/2020 - European Union (International Labour Organisation Work in Fishing Convention) (Food and Accommodation) Regulations 2020	
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Sign On							
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Sign On							
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Sign On							
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Sign On							
16							
Sign On							

Reference No.	Name of Crew (Block Letters)	Capacity on board	Date of Engagement	Date of Discharge	Share of Fishing Profits ¹ (Enter the date from which each 's remuneration is to commence if different from date of engagement)	Scale of the provisions to be furnished to each seaman	The time at which each crewmember is to be on board or to begin work
	Signature of Crew		Place of Engagement	Place of Discharge		Scale to be detailed under if not as per Regulation 8 of S.I. No. 267/2020 - European Union (International Labour Organisation Work in Fishing Convention) (Food and Accommodation) Regulations 2020	
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Sign On							
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Sign On							

Reference No.	Name of Crew (Block Letters)	Capacity on board	Date of Engagement	Date of Discharge	Share of Fishing Profits ¹ (Enter the date from which each 's remuneration is to commence if different from date of engagement)	Scale of the provisions to be furnished to each seaman	The time at which each crewmember is to be on board or to begin work
	Signature of Crew		Place of Engagement	Place of Discharge		Scale to be detailed under if not as per Regulation 8 of S.I. No. 267/2020 - European Union (International Labour Organisation Work in Fishing Convention) (Food and Accommodation) Regulations 2020	
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Sign On							
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Sign On							
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Sign On							
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Sign On							
29							
Sign On							
30							
Sign On							

¹ Enter share as agreed in crew agreement page 7

Details of the scale of the provisions to be furnished to each seaman (if not as per Regulation 8 of S.I. No. 267/2020 - European Union (International Labour Organisation Work in Fishing Convention) (Food and Accommodation) Regulations 2020.)

ARTICLE etc.	ALLOWANCE etc.

INSTRUCTIONS

Part B – Official Log Book

This part applies to fishing vessels of 25 tonnes tonnage or upwards not engaged exclusively in fishing off the coast of Ireland. All such vessels are required to complete an Official Logbook which should be forwarded to the Superintendent of the Mercantile Marine Office.

Upon receipt of the Official Logbook from the Master, the Superintendent will issue written confirmation of receipt of same to the Master of the vessel.

In line with the requirements of the Merchant Shipping Act, 1894, the Official Logbook must be used to record the following:

- A statement of the conduct, character and qualifications of each of the crew members;
- Every conviction by a legal tribunal of a crew member and the punishment;
- Every offence committed by a member of the crew for which it is intended to prosecute or enforce a penalty, monetary or otherwise;
- Every offence for which punishment is inflicted on board, and the punishment inflicted;
- Every case of illness or injury happening to a member of the crew, the nature of the illness or injury and the medical treatment provided;
- Every marriage taking place on board with the names and ages of the parties;
- The name of every crew member who ceases to be a member of the crew, otherwise than by death, along with the reason, place and time of leaving the vessel;
- The wages due to any fisher who dies during a voyage and the gross amount of deductions to be made therefrom;
- The sale of effects of any fisher who dies during the voyage, including a statement of each article sold and the sum received for it;
- Every collision with any other vessel and the circumstance in which the collision occurred;
- Where a master is removed or superseded, the list of documents related to the navigation of the vessel provided to his successor.
- A record of inspection of provisions and water by a surveyor following complaints from Crew Members.

An entry into the Official Logbook should be made as soon as possible after the event has occurred.

The Official Logbook is an important legal document, all entries herein should be made in ink and it should be maintained in a clean condition. Erasures and obliterations should never be made. Necessary alterations should be initialled and cleanly cancelled. Should any of the sections be completely filled before the 30th of June or 31st December the Mercantile Marine Office should be contacted for a new Official Logbook.

Annex 3 – Official Log

Date of Entry	Date of Occurrence	Time of Occurrence	Place of Occurrence	Details of Entry (including full names of crew involved)	Signed	
					Master	Witness (Fisher)

Annex 3 – Official Log

Date of Entry	Date of Occurrence	Time of Occurrence	Place of Occurrence	Details of Entry (including full names of crew involved)	Signed	
					Master	Witness (Fisher)

Annex 3 – Official Log

Date of Entry	Date of Occurrence	Time of Occurrence	Place of Occurrence	Details of Entry (including full names of crew involved)	Signed	
					Master	Witness (Fisher)

Annex 3 – Official Log

Date of Entry	Date of Occurrence	Time of Occurrence	Place of Occurrence	Details of Entry (including full names of crew involved)	Signed	
					Master	Witness (Fisher)

Annex 3 – Official Log

Date of Entry	Date of Occurrence	Time of Occurrence	Place of Occurrence	Details of Entry (including full names of crew involved)	Signed	
					Master	Witness (Fisher)

Annex 3 – Official Log

Date of Entry	Date of Occurrence	Time of Occurrence	Place of Occurrence	Details of Entry (including full names of crew involved)	Signed	
					Master	Witness (Fisher)

Annex 3 – Official Log

Date of Entry	Date of Occurrence	Time of Occurrence	Place of Occurrence	Details of Entry (including full names of crew involved)	Signed	
					Master	Witness (Fisher)

Annex 3 – Official Log

Date of Entry	Date of Occurrence	Time of Occurrence	Place of Occurrence	Details of Entry (including full names of crew involved)	Signed	
					Master	Witness (Fisher)

Annex 3 – Official Log

Date of Entry	Date of Occurrence	Time of Occurrence	Place of Occurrence	Details of Entry (including full names of crew involved)	Signed	
					Master	Witness (Fisher)

Annex 3 – Official Log

Date of Entry	Date of Occurrence	Time of Occurrence	Place of Occurrence	Details of Entry (including full names of crew involved)	Signed	
					Master	Witness (Fisher)

RETURNS AND REQUESTS FOR ADDITIONAL LOGBOOKS SHOULD BE MADE TO:

**The Superintendent
Mercantile Marine Office,
Irish Maritime Administration
Department of Transport
Leeson Lane
Dublin 2
Ph: 01 6783480
Email: mmo@transport.gov.ie**