

Cadet Agreement

AGREEMENT FOR ~~DECK~~ENGINEER/~~RADIO~~ CADETS

Agreement between THE PENINSULAR AND ORIENTAL STEAM NAVIGATION CO
(hereinafter called 'The Company')

and ALAN WILLIAMS
(hereinafter called 'The Cadet')

and GLYN HUBERT WILLIAMS
(hereinafter called 'The Surety')

IT IS AGREED between the parties that the following conditions shall apply:

Company's Obligations

1. The Company will provide for the Cadet a course of training in accordance with the recommendations of the Merchant Navy Training Board and in compliance, as appropriate, with the Department of Transport or Home Office requirements as amended from time to time and will release the Cadet for the approved college training periods without undue delay at times appropriate to the training scheme.
2. All recommendations and agreements present and future of the National Maritime Board applying to Cadets are deemed to be incorporated in this Agreement and it is a condition of this Agreement that the Company and Cadet will comply with all the obligations for the time being imposed upon each of them by any such recommendation or agreement. The Company will pay the Cadet in accordance with the scale agreed by the National Maritime Board.
3. (a) In the event that the Cadet is prevented by sickness or injury in the United Kingdom from carrying out this Agreement the Company shall be notified immediately and such medical certificates provided as the company may require. In such circumstances the Cadet will receive sick pay at the appropriate full rate of pay for a period or periods not exceeding six months in any calendar year, less any period during which the Cadet has received Special Payment in respect of sickness or injury abroad pursuant to the National Maritime Board decision for the time being in force. Sick pay in the United Kingdom is subject at all times to the deduction of such benefits as may be payable to the Cadet under National Insurance and Social Security legislation as amended from time to time. Sick pay in the United Kingdom is deemed to include any Statutory Sick Pay to which the Cadet may be entitled.

(b) Any medical treatment (including optical and dental treatment) required by the Cadet and expenses resulting therefrom will be the responsibility of the Company during the Cadet's service outside the United Kingdom to the extent that the Company is liable therefor under the provisions of the Merchant Shipping Acts.

(c) If such sickness, injury or treatment arises in circumstances where the Cadet may have a claim against a third party, such payments shall be by way of loan, repayable to the extent that the Cadet is able to recover such sums in a claim against the third party.

Cadet's Obligations

4. The Cadet will attend approved college(s) and other training centres as directed by the Company in accordance with the prescribed training scheme. While attending college or other training centres the Cadet will comply with the regulations laid down for students by these establishments.
5. The Cadet will sign Ship's Crew Agreements and join as required any ship owned or managed by the Company or an associated or subsidiary Company and will perform all lawful commands of the Company, its Shipmasters and Officers, and whilst on board will be subject to ships' discipline in accordance with the Code of Conduct for the Merchant Navy.

6. Throughout the full period of training the Cadet undertakes at all times to pursue and complete such studies as directed by the Company and required by the College in accordance with the training scheme and to sit for examinations as and when required. Whilst the Cadet is aboard ship, the Company will make appropriate text books available.

7. The Cadet will carry out all lawful instructions given to him by the Company or its representatives and will apply himself diligently to his work and will not absent himself therefrom without the prior agreement of the Company.

Surety's Obligations

8. The Surety shall take reasonable measures to ensure that the Cadet fulfills the obligations as outlined in this Agreement and undertakes that he/she will give the Cadet every encouragement and assistance to that end in liaison with the Company. Accordingly, the Surety binds himself, his executors and administrators in the sum of £.50... and, should the Agreement be terminated under the provisions of Clauses 12 or 14, the Surety shall, at the Company's discretion, be liable to forfeit this sum.

Statutory Deductions

9. The Company may deduct from the Cadet's pay such statutory deductions as may be required or permitted by United Kingdom legislation for the time being in force.

Expiry of Agreement

10. Unless otherwise determined, this Agreement will come to an end when the Cadet has completed the course of training and sea service relevant to the Department of Transport or Home Office [Deck Engineer or Radio Officer] requirements as appropriate. The Company shall thereafter consider the Cadet for an offer of employment, but this Agreement does not itself constitute such an offer.

11. In the event that the Cadet is serving on board ship when this Agreement terminates, the Company shall (unless agreed otherwise with the Cadet) endeavour to return the Cadet without undue delay, and at their expense, to the United Kingdom or such place as may be mutually agreed by such means as the Company deems convenient. Save that where such termination is in consequence of a breach of the Code of Conduct for the Merchant Navy, the Cadet may be required to pay for or contribute to the cost of repatriation in the same way as all other seafarers.

Termination

12. This Agreement may be terminated forthwith by the Company by written notification to the Cadet and Surety in any of the following circumstances:

- (a) If during any stage of training the Cadet fails unreasonably to comply with this Agreement.
- (b) If the Cadet is guilty of serious misconduct, or any other conduct prejudicial to good order and discipline.
- (c) If the Cadet fails to comply with the National Maritime Board Union Membership Agreement.

13. This Agreement may be terminated by the Company by one week's written notice to the Cadet and the Surety (two weeks' written notice if the Cadet has given two or more years' service) where the Cadet is prevented by illness or injury from carrying out his part of the Agreement for a period or periods exceeding six months.

14. This Agreement may be terminated by the Company giving one month's written notice to the Cadet and the Surety if, despite suitable warnings, the Cadet's progress under training is unsatisfactory: this includes the Cadet's failure to pass an essential in-course assessment or a major examination.

15. The Cadet and Surety shall have the right to terminate this Agreement in the event of the Company failing to carry out their obligations under this Agreement. However, the Agreement shall not be terminated unless and until:—

- (a) The Surety and Cadet have given written notice to the Company that the Agreement is not being fulfilled by the Company; and
- (b) the Company fails, for a period of three months after such notice is given, to rectify the situation.

Signed for the Company Quilmer Date 06 SEP 1985

Signed by the Cadet Alan Williams

Witness to Signature of Cadet Elvis Occupation Crewing officer

Address _____

Signed by the Surety Williams

Witness to Signature of Surety Elvis Occupation Crewing officer

Address _____

This Agreement to be executed in triplicate, one copy being retained by the Shipping Company, one by the Surety and one by the Cadet.

Endorsement of Termination or Completion of this Agreement

Signed for the Company _____ Date _____

ADDENDUM TO A CADET AGREEMENT DATED 06.09.85

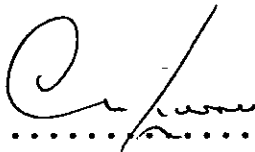
between The Peninsular & Oriental Steam Navigation Company

and A Williams

and G H Williams

With effect from 1st December 1985 the Company's obligations under the Agreement are assumed by P & O Cruises Limited.

Both P & O Steam Navigation Company and P & O Cruises Limited agree that all Company obligations in this Agreement will continue unchanged.



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Signed
On behalf of P & O Steam Navigation Company



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Signed
On behalf of P & O Cruises Limited