

PART B3 – STANDARD TERMS AND CONDITIONS - FIXED TERM EMPLOYMENT

The following constitutes your Standard Terms and Conditions of Employment and is part of your Seafarers Employment Agreement. Please read in conjunction with all other parts.

1. CONTRACT TERMS

<p>1.1 TOUR OF DUTY</p> <p>a) The Company requires you to provide services onboard a ship for a fixed period of time. This period of time is referred to within this Agreement as a 'Tour of Duty' (TD).</p> <p>b) The start date and end date of your employment under this Fixed Term Agreement is specified in Part A of your Employment Agreement.</p>
<p>1.2 STATUTORY LEAVE</p> <p>1.2.1 Statutory Leave/Public Bank Holidays</p> <p>a) You are entitled to 30 days' paid annual leave per Year or as provided by Flag State Law (whichever is the greater), plus any bank, statutory or public holidays. Your entitlement accrues evenly each day of employment in the Year and is pro-rated to reflect the length of your TD.</p> <p>b) Your Rate of Pay is fully consolidated; payment for all paid annual leave (including any bank, statutory or public holidays which Flag State Law requires be given and/or paid and which arise during your TD) is incorporated into your Rate of Pay. No extra payment will be made either during your TD or when your employment terminates.</p>
<p>1.3 TOUR OF DUTY FLEXIBILITY</p> <p>a) To enable the Company to be operationally efficient and deal with unplanned circumstances, you may be asked to amend your employment start/end date.</p> <p>b) The Company will endeavour to give reasonable notice to you in respect of any changes to your agreed TD.</p>
<p>1.4 HOURS OF WORK</p> <p>a) Your normal daily working hours are stated in Part A. However, you are required to work any additional hours as considered necessary to effectively execute your duties (subject always to Flag State Law limitations on hours of work and hours of rest).</p> <p>b) On joining a ship for TD, a schedule of your daily working routine will be made available to you.</p> <p>c) Your work routine might differ when the ship is at sea and in port.</p> <p>d) Your work routine may be amended during TD for operational effectiveness.</p> <p>Please refer to Section 2.2.1 below for details in respect of overtime entitlement.</p>
<p>1.5 SHORE LEAVE</p> <p>During TD, shore leave will be granted where passenger service, operational, navigational and safety requirements permit. Shore leave is in the discretion of the Captain or your Head of Department/Line Manager, as appropriate and must be sanctioned in advance.</p>
<p>1.6 SECONDMENT ASHORE</p> <p>a) You may be required to carry out a shore-side secondment.</p> <p>b) The terms and conditions that will be applicable to your secondment will be agreed and will reflect those appropriate for the role you are to fulfil.</p> <p>c) Any secondment in the UK may require that you move to an appropriate contract, which could be with another group Company.</p>
<p>1.7 COMPASSIONATE LEAVE</p> <p>a) If during TD you are faced with a serious illness or bereavement of your spouse, partner, child, parent or next of kin (as previously registered with the Company), every effort will be made to repatriate you as quickly as possible in accordance with the Company's Early Disembarkation Policy.</p> <p>b) The Early Disembarkation Policy gives full details of approved compassionate leave</p>

circumstances.

- c) Approval for repatriation must be sought in accordance with the Early Disembarkation policy. Under no circumstances should you leave the ship without prior approval. So doing may in the Company's discretion be regarded and addressed either as gross misconduct (see 18.2) or unauthorised disembarkation or as desertion.

1.8 EMPLOYER AND SHIPOWNER

- a) You are employed by the Company as named in Part A. The Company's registered address is Par La Ville Place, 14 Par La Ville Road, Hamilton, Bermuda HM JX
- b) The Company is contracted to provide crew to work for the Shipowner: Carnival plc, Carnival House, 100 Harbour Parade, Southampton, SO15 1ST, UK. Carnival plc trades as P&O Cruises and Cunard.
- c) You may be appointed to any ship owned and/or operated by the Shipowner under either of the brands, P&O Cruises and Cunard or any other Carnival group brand(s).
- d) During your employment you may be required to serve on a ship within these brands, including transferring ship during TD.

1.9 PROBATION AND NOTICE OF TERMINATION OF EMPLOYMENT

- a) Your employment is subject to a probationary period of six months at sea. If your employment is anticipated to be for a shorter period, you will be on a probation period for the duration of your employment. For Fixed Term Agreements longer than the probationary period, you will be assessed for suitability for continuation of employment under your fixed term contract or permanent employment, if applicable.
- b) Probationary periods will not normally apply to promotions unless expressly stated in your promotion letter or in writing.
- c) Please refer to the Fleet Performance Improvement Procedure for further details on the implications of failure to pass probation.
- d) The probation notice period is 14 days. The notice period is for both employer and employee and notice of termination of employment by you or the Company must be in writing.
- e) Notwithstanding the provisions set out above, the Company may terminate your employment at any time by mutual agreement.

1.9.1 Notice of termination of employment

- a) Subject as below, once you have completed your probationary period, the notice period will increase to one month. The notice period is for both employer and employee and notice of termination of employment by you or the Company must be in writing.
- b) Where your appointment is for a fixed term it will always expire at the end of that fixed term. Either party may terminate it during the fixed term by giving the minimum notice periods as set out above.
- c) The company may terminate employment summarily (that is, without notice or pay in lieu of notice) if you are guilty of gross misconduct or otherwise in fundamental breach of employment obligations.

2 PAY

2.1 PAY DETAILS

2.1.1 Pay

- a) Your Rate of Pay as stated in Part A of your Agreement is a consolidated rate, inclusive of all contractual hours worked, statutory leave and public bank holidays.
- b) For a TD of less than one month, where you work for part of a month or where some days of a month are Initial Quarantine or Unworked Onboard, you will be paid the appropriate daily rate for each day of that month for which you are entitled to be paid. The appropriate daily rate of pay is calculated on the basis of the appropriate rate per month $\times 12 \div 365$ for each day worked. Example: When you commence your TD your Initial Quarantine is for 10 days and after that you work. You will be paid 10 days' pay at the daily rate of pay for Initial Quarantine and after that at your daily consolidated rate.
- c) You are paid monthly in arrears.
- d) The Company will cover all charges it incurs sending your salary/related payments to your designated bank account. Any charges applied by your bank or any necessary intermediary bank relating to the handling or receipt of these funds will be at your own expense.

2.1.2 Commencement/End of Pay

- a) Pay commences on the day of joining the ship for your TD.
- b) Pay ends on the day you leave the ship or as defined in the applicable legislation implementing the Maritime Labour Convention 2006 if later. If you are a 2 Stripe or above Officer, you will be paid until you reach your repatriation destination.
- c) Your final payment on termination will normally be paid in the next payroll and no longer than 1 month since your previous monthly payment.

2.2 OVERTIME & OTHER PAY

2.2.1 Overtime

- a) Cruising is a 7 day week operation and Part A of your Employment Agreement states the number of consolidated hours that you are required to work under this Agreement.
- b) The rate of pay stated in Part A includes compensation for any and all hours worked up to the number of consolidated hours.
- c) If your consolidated hours of work are 390 hours, no additional payment for overtime will be made.
- d) If your consolidated hours are less than 390 and you work more than your consolidated hours during a 30 day month, they will be paid at a minimum of 1.25 x your basic hourly rate, subject to e) below.
- e) There is no entitlement to work overtime and in order to receive payment you must obtain authorisation in advance of the hours being worked.

2.2.2 Initial Quarantine

You may be required to undertake a period of quarantine onboard for up to 14 days, at the commencement of your Tour of Duty ("**Initial Quarantine**"). The details of your individual quarantine period will be confirmed on joining. Whilst on Initial Quarantine you will be confined to your living quarters and will not be required to undertake any work, although there may be some training required. Pay whilst on Initial Quarantine will be not less than 50% of the Rate of Pay as stated in Part A of your Agreement.

On completion of your Initial Quarantine period, you may be required to undertake a period of 'Working Quarantine'. Pay whilst on Working Quarantine will be paid at the Rate of Pay as stated in Part A of your Agreement.

2.2.3 Unworked Onboard

For any period you are onboard a ship but are not required to work in any capacity, will be 'Unworked Onboard'. This includes (but is not limited to) any time after your employment end date as per your Part A has passed when you are awaiting repatriation.

Whilst Unworked Onboard you will be paid at the rate of not less than 50% of the Rate of Pay as stated in Part A of your Agreement.

2.3 PAY DURING TRAINING

Where you are required to attend Company requested training outside of your agreed TD, you will receive payment for training as per the Seafarers Training Travel Policy.

2.4 DEDUCTIONS

- a) The Company reserves the right to make deductions from your pay or to require you to make a payment to the Company in any of the following circumstances, subject only to any limitations imposed by the Flag State law:
 - Any monies due by you to the Company
 - If you have any unpaid onboard accounts
 - Any company funded training, received by you, for which you are obliged to reimburse the Company.
 - Any costs incurred under the Seafarers Travel Policy which are repayable.
 - Any overpayment that may have been made to you whether by administrative error or otherwise.
 - Any equipment provided to you which is lost, damaged or not maintained in good condition.
 - A breach of your obligations as detailed in the Merchant Shipping (Seamen's Wages and Accounts) Regulations 2007, or as subsequently amended.

- b) The above circumstances are in addition to any deductions which are authorised or permitted from time to time under Flag State Law.
- c) Should salary be substantially overpaid the Company may in its discretion spread repayment and adjust your future salary payments until the overpayment has been recovered, rather than recover the whole sum immediately. The Company will discuss with you a scheme of deductions with the intention, where possible, of reaching a mutually agreed approach to how this will be repaid. The ultimate discretion as to whether to spread repayment, and if so the monthly level of repayment rests with the Company which may impose the repayment schedule it considers appropriate in default of agreement. The Company will notify you in writing of the schedule of deductions.

2.5 TAX & SOCIAL SECURITY (NATIONAL INSURANCE)

- a) It is your personal responsibility to ensure that you meet all your tax and social security responsibilities.
- b) Should the Company from time to time give you guidance as to what it sees your social security responsibilities to be, such guidance is given without liability and does not detract from your personal responsibility as above.
- c) If you are domiciled in the UK, your pay will be subject to PAYE and National Insurance deductions unless you are exempted by the HMRC or the National Insurance Contributions Office (NICO).

3 PENSION

3.1 PENSION

3.1.1 Pension Eligibility

If you are a UK resident and paid through the UK payroll

- a) In accordance with statutory obligations, the Company will auto-enrol you into the Carnival UK Pension Scheme, at the minimum rates of contribution required by legislation, following a period of postponement.
- b) Personal contributions will automatically be deducted from pay via salary exchange. This means that contributions are taken from gross pay thereby saving on tax and NI deductions. You may opt-out of salary exchange if you wish, subject to the rules of the scheme. The Company reserves the right to remove or amend pension benefits at its sole discretion.

4 TRAVEL

4.1 PASSPORTS

- a) It is a requirement that for each TD you are in possession of a passport which is valid for at least the duration of your tour, plus an additional 6 months.
- b) You are responsible for the cost of obtaining a passport or a passport renewal.

4.2 TRAVEL DOCUMENTS/VISAS

- a) It is your responsibility to ensure that you are in possession of, hold and maintain all the necessary travel documents and Visas at all times.
- b) For specific immigration and vaccination requirements, the company will advise accordingly.
- c) The company will meet the reasonable cost of obtaining the necessary documentation in accordance with the Seafarers Travel Policy.

4.3 TRAVEL ARRANGEMENTS/REPATRIATION

4.3.1 Travel within Country of Residence (to and from gateway airport/port)

No expenses are payable in respect of travel to/from your home to/from the gateway airport/port.

4.3.2 International Air Travel

Air travel is provided by the Company in accordance with the Seafarers Travel Policy.

4.3.3 Hotel Accommodation

Hotel accommodation will be provided by the Company at the port of joining/leaving where appropriate.

4.3.4 Other Expenses

Please refer to the Seafarers Travel Policy for details.

4.3.5 Repatriation

- a) The Company will repatriate you, in accordance with the Seafarers Travel Policy (which complies with all relevant legislation) to the repatriation destination stated on Part A of your

	Seafarers Employment Agreement.
	<ul style="list-style-type: none"> b) There is no automatic right to change your repatriation destination should you move home or change your country of residence. Any change to your repatriation destination must be in accordance with the Seafarers Travel Policy and be formally agreed in writing by the Company. c) If you are dismissed on disciplinary grounds, you will be required to pay the cost of your repatriation.
4.4	CUSTOMS & IMMIGRATION You are required to conform to all Customs and Immigration requirements and when required by the authorities concerned, report to Customs and Immigrations officials at times and places as directed by the Hotel General Manager of the Ship or any other individual authorised/delegated by the Captain.
4.5	BAGGAGE ALLOWANCE Baggage Allowance is in accordance with the Seafarers Travel Policy.
4.6	LOCAL LEAVE Subject to the conditions and requirements of the Local Leave Policy, you may request to take local leave in advance of joining a ship or as an alternative to your immediate repatriation at the end of a TD.

5 MEDICAL & SICKNESS

5.1	POLICIES & PROCEDURES <ul style="list-style-type: none"> a) The following section outlines the contractual elements applicable to you in respect of medical, sickness, injury and health. The clauses below will be in accordance with, and must be read in conjunction with, the Medical and Absence Policies and Procedures which expand on the provisions, the procedures to be followed and your responsibilities. b) Please note that policies, rules and procedures will be kept under review and additional policies, rules and procedures may be introduced, amended or withdrawn as considered necessary and appropriate for the better regulation of employment or for legal compliance. It is the most recently published version which will apply. c) All policies and procedures are documented on the Company Intranet.
5.2	MEDICAL CERTIFICATE OF FITNESS
5.2.1	Medical Certification <ul style="list-style-type: none"> a) Your employment is subject to a valid Medical Certificate of Fitness confirming that you are able to work at sea and carry out the duties required of you (normally either an ENG1, equivalent certificate acceptable to the flag state, or a Carnival UK Medical Certificate as appropriate). b) If your medical certificate has any restriction or is dated for a period of less than two years, you are required to advise the Carnival UK Medical Department upon receipt of your certificate and in any event in reasonable time prior to joining the ship to assess any risk. c) You must always carry your original medical certificate to the ship. Failure to present a valid original medical certificate on joining a ship may result in immediate repatriation. d) It is your responsibility to ensure that your medical certification is renewed on expiry and valid at all times during your employment. e) Failure to disclose any pre-existing medical condition may cause you to forfeit all medical and related benefits.
5.2.2	Cost of Certification <ul style="list-style-type: none"> a) The Company will in its discretion and in accordance with its Policy pay the reasonable costs of your pre-employment medical examination. b) On renewal of your Medical Certificate of Fitness, the Company will pay the fee. c) Any other costs, for example for additional investigations, dental treatment, dental certification, medical referrals and medical reports that might necessary in order for you to be issued with a Medical Certificate of Fitness are your responsibility; also any travel, accommodation or subsistence which might be incurred.
5.3	HEALTH DECLARATION <ul style="list-style-type: none"> a) You are required to complete a Health Declaration, normally onboard, prior to commencing a new TD. b) You must declare in the Health Declaration all medication you are taking, whether it is prescribed by your doctor or not (e.g. over the counter medication). c) You must also declare any visit to your doctor that required treatment or periods of

hospitalisation that occurred between your TD's. Failure to do so may cause you to lose medical benefits and sick pay.

5.4 VACCINATIONS

- a) It is a condition of employment that you have any known necessary vaccinations for the countries which your ship might enter.
- b) Vaccination requirements of the countries which the Shipowner's fleet enters are constantly being monitored. The Company/Shipowner will aim to advise you of vaccination requirements prior to joining a ship, but this is not always possible. You may be required to have further vaccinations during a Tour of Duty.
- c) If you are unable to receive the vaccine for any reason, it may be necessary to remove you from the ship.
- d) It is your responsibility to bring all original International Certificates of Vaccination with you to the ship and have these available for inspection as required.
- e) The Company will cover the cost of any vaccinations or medical precautions specifically required by the Company/Shipowner. Any other costs, for example for additional investigations are your responsibility; also any travel, accommodation or subsistence which might be incurred.

5.5 MEDICAL CARE

- a) Emergency and routine medical care will be provided to you at no cost to you when you have left your country of residence and are in transit to the ship and during a Tour of Duty.
- b) If you become ill before you leave your home country, the Company/Shipowner is not responsible for the cost of medical care.

5.5.1 Medical Care Onboard

- a) The cost of medical treatment recommended by the ship's doctor and related costs incurred during a Tour of Duty will be met by the Company. This does not include dental or optical treatment of a non-essential nature unless caused by an accident or injury in the course of employment.
- b) You must bring to the ship at the commencement of Tour of Duty sufficient supply of any medications you routinely take to last one month longer than your anticipated end of Tour of Duty. If this is not possible, it is your responsibility to inform the ship's doctor well before your medication runs out so it can be sourced ashore. The cost of re-supply and any associated costs will be at your expense.
- c) If medical disembarkation is deemed necessary by the ship's doctor, the Company is responsible for your repatriation to the repatriation destination stated in your Part A.

5.5.2 Medical Care Ashore

- a) If landed to hospital ashore for medical treatment, the Company will accept responsibility for costs incurred in relation to treatment there and either the costs incurred rejoining the ship or the cost of repatriation to your repatriation destination stated in your Part A.
- b) If you require on-going medical treatment at home, you must follow the Fleet Absence Management Policies and Procedures. Failure to do so will affect medical benefits and sick pay.
- c) The Company will support on-going medical treatment, medication and therapeutic appliances prescribed by a medical practitioner on your return home:
 - a. until the medical condition has reached a point where it is believed the condition will not change or progress in spite of continuing medical or rehabilitative procedures; or
 - b. until the date your employment was to end in any event (for example, if you had already given notice to terminate your employment at an earlier date); or
 - c. for 16 weeks from the day on which sickness or injury first occurs;whichever shall first occur.
- d) The Company will not cover the cost of medical treatment, investigations or medication covered under a universal health care or insurance system in your country of residence, eg where state health care exists.
- e) If you require ongoing medical treatment at home, the Carnival UK Medical team will oversee your recovery. You must follow their guidance and the Fleet Absence Management policies and procedures. Failure to do so may cause you to lose medical benefits and sick pay.

5.6 SICKNESS AND ABSENCE

5.6.1 Sick Pay on Tour of duty

- a) From the first day you are unable to work for reasons related to sickness or injury which occurs or first manifests itself while you are on TD, you will receive sick pay, irrespective of whether you are onboard or have been repatriated/landed.
- b) Sick pay will be paid
 - a. Until you are considered fit to return to work: or
 - b. until the date your employment was to end in any event (for example, the date on which your original employment was due to end or if you had already given notice to terminate your employment at an earlier date); or
 - c. for 16 weeks from the day on which sickness or injury first occurs; or
 - d. until you reach maximum medical improvement
 whichever first occurs.
- c) Sick pay will only be paid on the production of acceptable medical evidence e.g. valid Doctor's Medical Sickness Certificate and in accordance with Company Policy.

5.6.2 Sickness during Tour Leave

Tour Leave is not applicable to this Agreement as you are under a Fixed Term Agreement.

5.6.3 Medical Examination during Sickness or Injury

- a) The Company has the right, at its own expense, to require a report from your own doctor or other health professional responsible for your clinical care.
- b) The Company may instruct you, at its own expense, to attend one or more medical examinations by a medical practitioner, Occupational Health practitioner, or consultant employed or nominated by the Company.
- c) The expenses to be borne by the Company under (a) and (b) above will be the doctor's/practitioner's fees and the fees for any tests or investigations that might be necessary.
- d) In addition, you may be required to authorise the release of your health records in accordance with the Access to Health Record Act 1990.

Where any consents or authorisations are required you will give these without delay.

6. PERSONAL INJURY & DEATH IN SERVICE

6.1 DISABILITY

- a) In the event you become permanently partially or totally disabled or permanently medically unfit as a result of occupational illness or injury, or while travelling to/from the ship, the Company will be entitled to terminate your employment, subject to any statutory notice provisions.
- b) You will receive compensation as defined in the applicable legislation implementing the Maritime Labour Convention 2006 or 96 x basic monthly wages for permanent total disability (pro-rata for permanent partial disability) if greater.

6.2 LIFE INSURANCE

- a) In the event of death for any reason (other than death due to wilful acts), the Company will make a payment as defined in the applicable legislation implementing the Maritime Labour Convention 2006 or 48 x basic monthly wages if greater.
- b) It is important that you regularly complete an Expression of Wish form to notify the Trustees of the Scheme who you would wish to receive the lump sum in the event of your death. Forms are available from the Fleet HR department in Southampton.

6.3 DEATH AT SEA

If a seafarer dies through any cause whilst on a Tour of Duty, undertaking other work required by the Company or whilst travelling to and from the ship or agreed place of work (including natural causes or as a result of marine peril), the Company will transport, at its own expense, the body/ashes to the seafarers home where practical and pay the cost of reasonable burial expenses.

7. FACILITIES & PERSONAL EFFECTS

7.1	CABINS	<ul style="list-style-type: none"> a) The Company's berthing standard is in accordance with Flag State law. b) You are required to ensure that your accommodation is kept clean and tidy. Periodic inspections will be made. c) There is no deduction from wages for accommodation.
7.1.1	Food Costs	Food is provided onboard free of charge.
7.1.2	Equipment	All equipment issued remains the property of the Company and it is your responsibility to keep it safe, maintain it in good order and return it in good order (fair wear and tear excepted) at the end of each TD.
7.2	LAUNDRY	You are entitled to a free laundry allowance. Details of the service and allowance are available on board.
7.3	INSURANCE OF PERSONAL EFFECTS	<ul style="list-style-type: none"> a) Personal effects are only insured against total or partial loss or damage by marine peril. (Marine peril is the wreck, loss, stranding or abandonment of the ship or the result of fire, flooding or collision.) b) They are not covered in any other circumstances and you are therefore recommended to insure your effects. a) Full details, including exclusions, can be found in the Personal Effects Policy.
7.4	SAFEKEEPING OF PERSONAL EFFECTS	The Shipowner will take reasonable measures to ensure the safekeeping your property when left onboard as a result of your being landed due to sickness or injury and will return it to you or in the event of death to your next of kin.
8.	UNIFORMS	
8.1	PROVISION OF UNIFORM	You will be provided with the appropriate uniform for your rank.
8.2	UNIFORM STANDARDS	You are required to wear the appropriate company uniform or approved working clothing in accordance with your rank and as specified within the Appearance and Personal Hygiene Policy.
9.	TRAINING	
9.1	TRAINING	<ul style="list-style-type: none"> a) In order to maintain the level of skills, expertise and mandatory certification within the operation, you will be expected to attend appropriate training courses onboard or ashore as required by the Company. b) Reasonable travelling and accommodation expenses will be paid on production of a properly completed Expense Form with all accompanying receipts and in accordance with the Travel Policy. c) The Company operates a Study Leave for Professional Development Policy for applicable ranks. All applications will be assessed equally and, if approved, you will be required to enter into a Study Leave Training Agreement. The programme will be administered by the Fleet Training Department.
10.	HEALTH & SAFETY	
10.1	HEALTH & SAFETY REGULATIONS	<ul style="list-style-type: none"> a) Health & Safety Procedures onboard comply with statutory requirements. b) You are required to comply with all statutory, Shipowner and Company rules, regulations, policies and procedures pertaining to health and safety.
10.2	SAFETY CLOTHING & EQUIPMENT	You are required to wear safety clothing/equipment as appropriate. Failure to comply is a breach of the Code of Conduct.
10.3	FIRE & EMERGENCY DRILLS	All onboard are required to attend drills at intervals decreed by the Captain in accordance with statutory requirements.

11. STANDARDS & PERFORMANCE

11.1 STANDARDS OF SERVICE

To be successful, the ship must offer the highest possible standards of service to its passengers. You have a responsibility to ensure that you fulfill your duties to the best of your ability. The required standards must be met and the company's regulations complied with.

11.2 PERFORMANCE REVIEW/APPRaisal

You will be subject to regular reviews of your performance by your manager. If you are a manager, you will be required to regularly review the performance of your staff in accordance with the Appraisal Policy/Process.

11.3 PERSONAL CONDUCT & RELATIONSHIPS

- a) Your personal conduct must be beyond reproach, ensuring that any personal relationships onboard must not diminish your position and authority within the shipboard structure or bring your position or authority into question or disrepute.
- b) You must take particular care not to jeopardize yourself in a manner which could be misconstrued by others as grounds for a complaint for harassment, sexual or otherwise.
- c) You are responsible for the discipline within your area(s) of responsibility and must set a good example at all times.
- d) Violation of any of the company's policies, rules, procedures, regulations or Standing Orders may result in disciplinary action. A serious breach may result in dismissal.
- e) The Company has a policy of zero tolerance to the use of illegal drugs and strict rules concerning the consumption of alcohol, as detailed in the Drug and Alcohol Policy. The Company has the right to search your accommodation and baggage if possession of illegal drugs is suspected.
- f) Any officers committing criminal acts will be subject to criminal prosecution in any appropriate jurisdiction.

11.4 CONFIDENTIALITY/DISCLOSURE OF INFORMATION

- a) In accordance with Carnival plc's Code of Business Conduct and Ethics, as amended from time to time, you shall not use or disclose to any person either during or at any time after your employment with the Company, any Confidential Information about the business or affairs of either the Company or any Group Company, or any of its business contacts, or about any other matters which may come to your knowledge in the course of your employment.
- b) For the purposes of this clause 'Confidential Information' means any information or matter which is not in the public domain and which relates to the affairs of the company or any Group Company and includes but is not limited to pricing, passenger lists, ship operational matters, personal information regarding employees or customers, company policies, procedures and manuals.
- c) The restriction in this clause does not apply to: use or disclosure that has been authorised by the Company or as required by law.

12. SHIPBOARD ACCOUNTS

12.1 SHIPBOARD ACCOUNTS

- a) When on board, all purchases are made via your shipboard account. All shipboard accounts are to have a credit card registered against them, or if a cash account they are to be kept in credit at all times and must be completely settled with no outstanding balance prior to completion of your TD.
- b) The full Company policy on shipboard accounts is available from the Crew Office on board. The Company reserves the right to amend this policy and the way shipboard accounts are managed from time to time in its discretion. All efforts will be made to give reasonable notice of any changes.

13. SEVERANCE

13.1 UNEMPLOYMENT THROUGH SHIP'S LOSS OR FOUNDERING

- a) In the event of the loss or foundering of the ship and where the Company is unable to continue your employment, you will be entitled to receive compensation of two months' consolidated wages.
- b) The payment will include any statutory redundancy entitlement under Flag State law and will be increased if the statutory entitlement is greater.

13.2 REDUNDANCY

If the ship is withdrawn from service for any reason other than loss or foundering and no alternative employment is available to enable completion of the minimum contract period of 6 months, you will be paid one month's consolidated wages as compensation for premature discharge if the required notice period is not given.

The above payments will include any statutory redundancy entitlement under Flag State Law and will be increased if the statutory entitlement is greater.

14. TRADE UNION MEMBERSHIP

Whilst the Company has no objection to an individual being a member of a trade union, under this Employment Agreement the Company does not recognise any Trade Union for the purpose of collective bargaining.

15. GRIEVANCES

15.1 Any grievances concerning an allegation of failure to adhere to the minimum requirements of the Maritime Labour Convention 2006 must be lodged in accordance with the Company's Onboard Complaints Procedure.

15.2 All grievances other than concerning an allegation of failure to adhere to the minimum requirements of the Maritime Labour Convention 2006 must be pursued using the Company's Grievance Procedure.

15.3 Issues which can be raised under the Company's Grievance Procedure are ones which are:

- a) material; and concern either
- b) interpretations of Terms and Conditions of Employment; of
- c) an action which has been taken or contemplated concerning an individual; but excluding day-to-day operational and/or managerial decisions relating to deployment and/or the performance of work, unless an individual is being required to do something which is outside the scope of his/her Terms and Conditions of Employment and his/her normal duties.

15.4 The Company's Grievance Procedure cannot be used to appeal or otherwise challenge a disciplinary process or any steps taken during a disciplinary process. Such issues must be raised within the disciplinary process and/or any disciplinary appeal.

15.5 The above procedures does not extend any applicable statute of limitations for initiation of any legal action.

16. GOVERNING LAW

This Agreement shall be governed by the law of Bermuda.

17. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any tribunal or court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect.

18. POLICIES AND PROCEDURES

18.1 GENERAL

18.1.1 Regulations, Policies and Procedures

- a) Rules, regulations, policies and procedures apply to you as an employee of the company and as a seafarer serving on ships within the Shipowner's fleet. You are required to comply with all of these, whether or not expressly referred to within your Seafarers Employment Agreement.
- b) These will be kept under review and may be added to, amended or withdrawn as considered necessary and appropriate for the better regulation of employment or for legal compliance. It is the most recently published version which will apply.
- c) All policies and procedures are documented on the Company Intranet.

18.1.2 Your Responsibilities

- a) Some policies which are fundamental to your employment will be provided to you as part of

your 'offer pack' and should be read in advance of joining. However, it is your responsibility to be familiar with all of the Shipowner's and the Company's rules, regulations, policies and procedures which may be applicable to you and comply with them; also with standing orders (see 18.3 below).

- b) You must ensure that you keep up to date with any changes to any of them. The Company will promulgate any updates through its normal communication media.
- c) If you wish to complain about your treatment at work or terms and conditions, please refer to the Onboard Complaints Procedure.
- d) Without detracting from the preceding paragraph, it is particularly your responsibility to be aware of those and for which a breach may lead to disciplinary action and/or dismissal/termination.

18.2 SUMMARY/IMMEDIATE TERMINATION OF EMPLOYMENT

Gross Misconduct

The Company can summarily dismiss you at any time in cases of gross misconduct including, but not limited to, refusal or neglect to perform duty or a serious breach of rules and regulations or the Company's Code of Conduct. Summary dismissal is immediate termination of employment, without notice or pay in lieu of notice.

18.3 Global HESS

- a) The Shipowner has clearly defined policies and procedures which are applicable to its fleet. These regulations are issued on the authority of the relevant management committees and/or boards of directors as applicable.
- b) The Global HESS is the Shipowner's Safety Management System as required by the ISM Code, and includes Environmental Management System (ISO 14001), Shipowner Regulations and relevant International, National and Local regulations.
- c) Each ship within the fleet will also have Standing Orders specific to the ship. These are issued by the Captain, Deputy Captain or Chief Engineer.
- d) All Officers have responsibilities within the Global HESS and must be fully aware of all regulations for the ship they are on. You must ensure that you read them upon joining a ship, adhere to them and keep yourself updated.

The Global HESS can be accessed using the web address below via Chrome browser, or obtained via a member of the Operations Team onboard.

<https://cuk-sou-hs01.carnivaluk.com/HESS/ghess.nsf/Home.xsp>

18.4 Survey Panel

Carnival group has established a group-wide survey panel. Those on the panel may from time to time be surveyed for their experiences and opinions on issues connected with working on board Carnival group ships, so that the Carnival group can understand first hand about the about the experience of living and working on board

You may be asked to join the panel. Participation is entirely voluntary, and any views or opinions expressed will remain entirely confidential.

You may be asked to complete a survey either when working on board ship or after your contract has ended. If your contract has ended, whether you respond or not will have no bearing in whether you are considered for a future contract.