



**BUREAU
VERITAS**

Standard for Quality Management System of Seafarer Manning Offices

October 2013

**Guidance Note
NI 563 DNS R03 E**

MARINE & OFFSHORE DIVISION

GENERAL CONDITIONS

ARTICLE 1

1.1. - BUREAU VERITAS is a Society the purpose of whose Marine & Offshore Division (the "Society") is the classification ("Classification") of any ship or vessel or offshore unit or structure of any type or part of it or system therein collectively hereinafter referred to as a "Unit" whether linked to shore, river bed or sea bed or not, whether operated or located at sea or in inland waters or partly on land, including submarines, hovercrafts, drilling rigs, offshore installations of any type and of any purpose, their related and ancillary equipment, subsea or not, such as well head and pipelines, mooring legs and mooring points or otherwise as decided by the Society.

The Society:

- "prepares and publishes Rules for classification, Guidance Notes and other documents ("Rules");
- "issues Certificates, Attestations and Reports following its interventions ("Certificates");
- "publishes Registers.

1.2. - The Society also participates in the application of National and International Regulations or Standards, in particular by delegation from different Governments. Those activities are hereafter collectively referred to as "Certification".

1.3. - The Society can also provide services related to Classification and Certification such as ship and company safety management certification; ship and port security certification, training activities; all activities and duties incidental thereto such as documentation on any supporting means, software, instrumentation, measurements, tests and trials on board.

1.4. - The interventions mentioned in 1.1., 1.2. and 1.3. are referred to as "Services". The party and/or its representative requesting the services is hereinafter referred to as the "Client". **The Services are prepared and carried out on the assumption that the Clients are aware of the International Maritime and/or Offshore Industry (the "Industry") practices.**

1.5. - The Society is neither and may not be considered as an Underwriter, Broker in ship's sale or chartering, Expert in Unit's valuation, Consulting Engineer, Controller, Naval Architect, Manufacturer, Ship-builder, Repair yard, Charterer or Shipowner who are not relieved of any of their expressed or implied obligations by the interventions of the Society.

ARTICLE 2

2.1. - Classification is the appraisal given by the Society for its Client, at a certain date, following surveys by its Surveyors along the lines specified in Articles 3 and 4 hereafter on the level of compliance of a Unit to its Rules or part of them. This appraisal is represented by a class entered on the Certificates and periodically transcribed in the Society's Register.

2.2. - Certification is carried out by the Society along the same lines as set out in Articles 3 and 4 hereafter and with reference to the applicable National and International Regulations or Standards.

2.3. - **It is incumbent upon the Client to maintain the condition of the Unit after surveys, to present the Unit for surveys and to inform the Society without delay of circumstances which may affect the given appraisal or cause to modify its scope.**

2.4. - The Client is to give to the Society all access and information necessary for the safe and efficient performance of the requested Services. The Client is the sole responsible for the conditions of presentation of the Unit for tests, trials and surveys and the conditions under which tests and trials are carried out.

ARTICLE 3

3.1. - **The Rules, procedures and instructions of the Society take into account at the date of their preparation the state of currently available and proven technical knowledge of the Industry. They are a collection of minimum requirements but not a standard or a code of construction neither a guide for maintenance, a safety handbook or a guide of professional practices, all of which are assumed to be known in detail and carefully followed at all times by the Client.**

Committees consisting of personalities from the Industry contribute to the development of those documents.

3.2. - **The Society only is qualified to apply its Rules and to interpret them. Any reference to them has no effect unless it involves the Society's intervention.**

3.3. - The Services of the Society are carried out by professional Surveyors according to the applicable Rules and to the Code of Ethics of the Society. Surveyors have authority to decide locally on matters related to classification and certification of the Units, unless the Rules provide otherwise.

3.4. - **The operations of the Society in providing its Services are exclusively conducted by way of random inspections and do not in any circumstances involve monitoring or exhaustive verification.**

ARTICLE 4

4.1. - The Society, acting by reference to its Rules:

- "reviews the construction arrangements of the Units as shown on the documents presented by the Client;
- "conducts surveys at the place of their construction;
- "classes Units and enters their class in its Register;
- "surveys periodically the Units in service to note that the requirements for the maintenance of class are met.

The Client is to inform the Society without delay of circumstances which may cause the date or the extent of the surveys to be changed.

ARTICLE 5

5.1. - **The Society acts as a provider of services. This cannot be construed as an obligation bearing on the Society to obtain a result or as a warranty.**

5.2. - The certificates issued by the Society pursuant to 5.1. here above are a statement on the level of compliance of the Unit to its Rules or to the documents of reference for the Services provided for. In particular, the Society does not engage in any work relating to the design, building, production or repair checks, neither in the operation of the Units or in their trade, neither in any advisory services, and cannot be held liable on those accounts. Its certificates cannot be construed as an implied or express warranty of safety, fitness for the purpose, seaworthiness of the Unit or of its value for sale, insurance or chartering.

5.3. - **The Society does not declare the acceptance or commissioning of a Unit, nor of its construction in conformity with its design, that being the exclusive responsibility of its owner or builder.**

5.4. - The Services of the Society cannot create any obligation bearing on the Society or constitute any warranty of proper operation, beyond any representation set forth in the Rules, of any Unit, equipment or machinery, computer software of any sort or other comparable concepts that has been subject to any survey by the Society.

ARTICLE 6

6.1. - The Society accepts no responsibility for the use of information related to its Services which was not provided for the purpose by the Society or with its assistance.

6.2. - **If the Services of the Society or their omission cause to the Client a damage which is proved to be the direct and reasonably foreseeable consequence of an error or omission of the Society, its liability towards the Client is limited to ten times the amount of fee paid for the Service having caused the damage, provided however that this limit shall be subject to a minimum of eight thousand (8,000) Euro, and to a maximum which is the greater of eight hundred thousand (800,000) Euro and one and a half times the above mentioned fee. These limits apply regardless of fault including breach of contract, breach of warranty, tort, strict liability, breach of statute, etc.**

The Society bears no liability for indirect or consequential loss whether arising naturally or not as a consequence of the Services or their omission such as loss of revenue, loss of profit, loss of production, loss relative to other contracts and indemnities for termination of other agreements.

6.3. - All claims are to be presented to the Society in writing within three months of the date when the Services were supplied or (if later) the date when the events which are relied on were first known to the Client, and any claim which is not so presented shall be deemed waived and absolutely barred. Time is to be interrupted thereafter with the same periodicity.

ARTICLE 7

7.1. - Requests for Services are to be in writing.

7.2. - **Either the Client or the Society can terminate as of right the requested Services after giving the other party thirty days' written notice, for convenience, and without prejudice to the provisions in Article 8 hereunder.**

7.3. - The class granted to the concerned Units and the previously issued certificates remain valid until the date of effect of the notice issued according to 7.2. here above subject to compliance with 2.3. here above and Article 8 hereunder.

7.4. - The contract for classification and/or certification of a Unit cannot be transferred neither assigned.

ARTICLE 8

8.1. - The Services of the Society, whether completed or not, involve, for the part carried out, the payment of fee upon receipt of the invoice and the reimbursement of the expenses incurred.

8.2. - **Overdue amounts are increased as of right by interest in accordance with the applicable legislation.**

8.3. - **The class of a Unit may be suspended in the event of non-payment of fee after a first unfruitful notification to pay.**

ARTICLE 9

9.1. - The documents and data provided to or prepared by the Society for its Services, and the information available to the Society, are treated as confidential. However:

- "Clients have access to the data they have provided to the Society and, during the period of classification of the Unit for them, to the **classification file** consisting of survey reports and certificates which have been prepared at any time by the Society for the classification of the Unit ;
- "copy of the documents made available for the classification of the Unit and of available survey reports can be handed over to another Classification Society, where appropriate, in case of the Unit's transfer of class;
- "the data relative to the evolution of the Register, to the class suspension and to the survey status of the Units, as well as general technical information related to hull and equipment damages, may be passed on to IACS (International Association of Classification Societies) according to the association working rules;
- "the certificates, documents and information relative to the Units classed with the Society may be reviewed during certifying bodies audits and are disclosed upon order of the concerned governmental or inter-governmental authorities or of a Court having jurisdiction.

The documents and data are subject to a file management plan.

ARTICLE 10

10.1. - Any delay or shortcoming in the performance of its Services by the Society arising from an event not reasonably foreseeable by or beyond the control of the Society shall be deemed not to be a breach of contract.

ARTICLE 11

11.1. - In case of diverging opinions during surveys between the Client and the Society's surveyor, the Society may designate another of its surveyors at the request of the Client.

11.2. - Disagreements of a technical nature between the Client and the Society can be submitted by the Society to the advice of its Marine Advisory Committee.

ARTICLE 12

12.1. - Disputes over the Services carried out by delegation of Governments are assessed within the framework of the applicable agreements with the States, international Conventions and national rules.

12.2. - Disputes arising out of the payment of the Society's invoices by the Client are submitted to the Court of Nanterre, France, or to another Court as deemed fit by the Society.

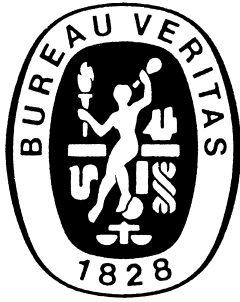
12.3. - **Other disputes over the present General Conditions or over the Services of the Society are exclusively submitted to arbitration, by three arbitrators, in London according to the Arbitration Act 1996 or any statutory modification or re-enactment thereof. The contract between the Society and the Client shall be governed by English law.**

ARTICLE 13

13.1. - **These General Conditions constitute the sole contractual obligations binding together the Society and the Client, to the exclusion of all other representation, statements, terms, conditions whether express or implied. They may be varied in writing by mutual agreement. They are not varied by any purchase order or other document of the Client serving similar purpose.**

13.2. - The invalidity of one or more stipulations of the present General Conditions does not affect the validity of the remaining provisions.

13.3. - The definitions herein take precedence over any definitions serving the same purpose which may appear in other documents issued by the Society.



GUIDANCE NOTE NI 563

Standard for Quality Management System of Seafarer Manning Offices

SECTION 1 STANDARD FOR QUALITY MANAGEMENT SYSTEM OF SEAFARER MANNING OFFICES

Section 1 Standard for Quality Management System of Seafarer Manning Offices

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SECTION 1

STANDARD FOR QUALITY MANAGEMENT SYSTEM OF SEAFARER MANNING OFFICES

1 Preamble

1.1 Objective

1.1.1 The objective aimed by this certification process is to verify that the Management Systems of the Seafarer Manning Offices comply with the regulation 1.4 of ILO MLC 2006.

1.2 Purpose

1.2.1 The purpose of this Guidance Note is to provide a standard for approval of Manning Offices involved with the selection, evaluation, recruitment and/or training of seafarers.

Bureau Veritas recognises the need for the management of Manning Offices to take necessary steps to ensure that the Organisation can respond to the Shipowners requirements whilst safeguarding against hazards to ship, personnel, passengers, cargo and the environment.

Bureau Veritas recognises that Shipowners have to ensure that the Master, officers and crew placed on board their vessels are qualified, certified and experienced to meet all the requirements of current legislation relevant to their position on board ship.

Bureau Veritas recognises that the needs of no two Shipowners are the same and that no two Manning Offices are the same, and that each Manning Office requires various levels of knowledge and awareness of elements of this Guidance Note.

Bureau Veritas recognises that there are a wide range of mandatory rules and regulations in force, and this Guidance Note in no way seeks to replace any of these requirements, nor do any of the requirements of this Guidance Note relieve any other party of their responsibility to comply with the requirement of mandatory rules and regulations as required.

This Guidance Note is issued under the Marine & Offshore Division General Conditions.

Compliance with this Code does not in itself confer immunity from legal obligations.

2 General requirements

2.1 Definitions

2.1.1 Society

Bureau Veritas Classification Society.

2.1.2 Administration

The government of the state whose flag the ship is entitled to fly.

2.1.3 Shipowner

Shipowner means the owner of the ship or another Organisation or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on Shipowners in accordance with this convention, regardless of whether any other Organisation or persons fulfil certain of the duties or responsibilities on behalf of the Shipowner.

2.1.4 Seafarer recruitment and placement service

Seafarer recruitment and placement service means any person, office, company, institution, agency or other Organisation, in the public or the private sector, which is engaged in recruiting seafarers on behalf of Shipowners or placing seafarers with Shipowners.

2.1.5 Manning contract

The agreement between the Shipowner and the Manning Office.

2.1.6 Seafarers Employment Agreement (SEA)

The agreement between the manning Office or Shipowner and the seafarer as mentioned in MLC 2006.

2.1.7 Subcontractor

A crewing agent or other Manning Office.

2.1.8 Management system

This includes quality, safety and environmental protection elements.

2.1.9 "Non-conformity (NC)"

Means an observed situation where objective evidence indicates the non-fulfilment of a specified requirement.

2.1.10 "Observation (OBS)"

Means a statement of fact made during a management audit and substantiated by objective evidence. It may also be a statement made by the auditor referring to the management System Procedures and Instructions (SPI) which, if not corrected, may lead to non-conformity in the future.

2.1.11 DOC

Refers to the ISM document of compliance.

2.2 Scope

2.2.1 This Guidance Note specifies the requirements of a management system where the Manning Office's capability to supply competent, experienced, qualified and certified seafarers needs to be demonstrated.

The requirements specified are aimed at achieving the objective of supplying seafarers in conformity with the requirements of the Shipowner and the administration.

This may include the supply of hotel service staff on behalf of a charterer where the seafarer, such as officers and crew are employed by a separate Manning Office and/or have a separate manning or crew contract.

Knowing that Manning Offices may have different scope of services to offer to all clients or to different clients, which shall be considered in the Manning Office Management Systems, it is expected that some of the following requirements may be complied with only partially, any exemptions or areas of partial compliance are to be stated on the attestation.

2.3 Application

2.3.1 The Guidance Note is applicable to Manning Offices responsible for the selection, evaluation, recruitment and training of seafarers. This excludes the provisions of Emergency Response Service teams.

3 Requirements for Seafarer Manning Offices

3.1 Management system requirements

3.1.1 Management policy

Management shall define and document its policy for quality, safety and environment protection. This policy shall include objectives for quality, safety and environment protection.

The policy shall be relevant to the Customer's (Shipowner) needs and relevant administration requirements and Manning Office objectives.

The policy shall be understood, implemented and maintained at all levels within the Manning Office.

3.1.2 Management system

The Manning Office shall establish, document and maintain a management system as a means to ensure that activities conform to specified requirements.

A policy manual shall be prepared and shall outline the structure of the documentation used in the management system. This manual shall include or make reference to documented procedures which define how to effectively implement the management system (See [3.3.1]).

3.1.3 Management system review

Management shall at defined intervals review the management system in accordance with documented procedures. This review should ensure the systems continuing effectiveness and suitability in satisfying the requirements of this Guidance Note and the management policy and objectives. These reviews shall be conducted at least annually.

Records of such reviews shall be maintained.

3.1.4 Internal audits

The Manning Office shall carry out internal audits in accordance with documented procedures in order to verify that the management system is implemented and to determine its effectiveness.

Internal audits shall be carried out at a minimum of 12 months intervals to a specific audit plan and audits shall be scheduled on the basis of the status and importance of the activity being audited.

In case of company holding a SOC issued in accordance with provisions of [4.1.2] (Document review), the internal audit has to be performed within the SOC validity and before the initial audit.

Different periodicities may be defined in case where the Manning Office has nominated branch offices, considering that the obligation of a minimum of one internal audit every 12 months shall be maintained for the main office and a program to grant that all branch offices will be audited to keep the validity of the attestation.

Where practicable, audits should be carried out by persons not directly responsible for the area being audited (dependent on the type and size of the operation/activity). All persons carrying out audits shall be trained in appropriate audit techniques.

The results of audits shall be recorded and brought to the attention of the personnel having responsibility for the area being audited. These personnel shall take timely corrective actions addressing the root causes of the deficiencies found during audit.

The results of audits and non-conformities shall be included in management review agenda (See [3.1.3])

Records of audits reports, non-conformities and corrective actions shall be maintained in accordance with [3.3.3].

3.2 Organisation & personnel

3.2.1 Responsibility and authority

The responsibility, authority and inter-relation of all personnel involved with any part in the selection, evaluation, recruitment and training of seafarers shall be clearly defined and documented.

Special attention must be paid to persons who:

- initiate actions to prevent the occurrence of any non-conformities relating to the services defined in the manning contract; in the selection, evaluation, recruitment and training processes; and in the management system
- identify and record problems related to the manning contract; selection, evaluation, recruitment and training processes; and the management system
- initiate and provide solutions through designated channels
- verify implementation of solutions
- control further process until the unsatisfactory condition has been rectified.

3.2.2 Management representative

Management shall appoint, at a senior level, a member of its own management, who irrespective of other line functions has the responsibility and authority (clearly defined and documented) to ensure the correct implementation of the management system.

This responsibility and authority shall extend to the following areas as a minimum:

- ensuring that the management system is established implemented and maintained in accordance with this Guidance Note
- reporting on the effectiveness of the management system to management for review and on a basis for further improvement to the management system
- acting as a liaison with external parties on matters relating to the management system
- ensuring adequate resources and management support are applied when required.

3.2.3 Lines of communication

The Manning Office shall clearly define lines of communication to ensure relevant information affecting quality, safety and environment protection flows between ships owner's management and the Manning Office management, and when applicable, the sub-contractor.

Such minimum information shall include:

- accidents, hazardous occurrences and near miss reports
- training schemes, seminars and records
- personnel appraisal reports.

3.2.4 Training

The Manning Office shall establish and maintain documented procedures for identification of training needs. The training shall be identified as both onboard and ashore. The party responsible for training will be identified in the manning contract. The management system will take into consideration the provision of any training requirements in support of the manning contract.

In accordance with such requirements the Manning Office shall:

- use approved shore based training facilities, training programmes and trainers
- encourage and motivate seafarers to improve and update qualifications
- encourage and motivate seafarers to prepare for promotion and new assignments
- clearly define and document all relevant procedures for activities for meeting the specified requirements for assessment and identification of training needs, training and motivation of seafarers employed, contracted or arranged by the Manning Office
- ensure that any documented procedures or instruction for onboard familiarisation with ships, their machinery, equipment and systems are provided prior to appointment onboard (see [3.3]).

Such training shall also include induction appropriate to each shore-based member of staff's work and awareness of the quality, safety and environmental procedures.

Records of all training shall be maintained in accordance with documented procedures.

3.3 Documentation and data control

3.3.1 System procedures

The Manning Office shall establish and maintain documented procedures to control all activities relevant to the management system and to ensure its effective implementation.

These procedures shall:

- be consistent with the requirements of this Code; all mandatory rules, regulations, codes, guidelines and standards issued by the Marine Industry Organisations; and the Manning Office stated policy
- complement the skills of the personnel involved and in the level of detail involved, be consistent with the complexity of the work and the methods used.

3.3.2 Document control

The Manning Office shall establish and maintain documented procedures to control all documents and data relevant to the management system. This shall include documents such as national and international rules and regulations as applicable and external documents supplied by the Shipowner for the purpose of seafarer familiarisation or information prior to assignments or transfer to new assignments (See [3.2.4]).

Documents and data shall be written, reviewed and approved by authorised personnel in accordance with document procedures. A master list or equivalent document control procedure shall be established and made readily available to preclude the use of invalid and/or obsolete documents.

Control procedures shall ensure that:

- essential and valid documents are available at all relevant locations
- invalid and/or obsolete documents are promptly removed to ensure against unintended use
- changes to documents or data are reviewed and approved by the same function who performed the original review and approval, unless otherwise specifically defined
- where applicable the nature of the change is to be clearly identified in the document or appropriate attachment.

3.3.3 Records

The Manning Office shall establish and maintain documented procedures for identification, collection, indexing, access, filing, storage, maintenance and disposition of records relating to:

- management system functions as defined by the Manning Office

- the seafarers and should include, as a minimum:
 - qualification, experience and skills
 - employment records, vessel types, position on board
 - Seafarers Employment Agreements
 - collective bargaining agreements (where applicable)
 - medical certification and history
 - appraisal forms (identified training needs and performance)
 - training records and/or training schedule
 - seafarers complaints, reviews of such and close out reports.

3.4 Contracts and the review of contracts

3.4.1 Contract review procedures

The Manning Office shall establish and maintain documented procedures for the acceptance, review and amendment of contracts for:

- Manning contracts
- Seafarers Employment Agreements.

3.4.2 Manning contracts

The manning contract shall be signed by and between the Manning Office and the ship operator.

The responsibility, authorities, obligation and full scope of services should be clearly defined and documented within the contract.

3.4.3 Seafarers Employment Agreement

The Shipowner and seafarer concerned shall each have a signed original of the Seafarers' Employment Agreement.

The terms and conditions for employment of a seafarer shall be set out or referred to in a clear written legally enforceable agreement and shall be consistent with the standards set out in the Code.

Seafarers' Employment Agreements shall be agreed to by the seafarer under conditions which ensure that the seafarer has an opportunity to review and seek advice on the terms and conditions in the agreement and freely accepts them before signing.

To the extent compatible with the member's national law and practice, Seafarers' Employment Agreements shall be understood to incorporate any applicable collective bargaining agreements.

Where the drafting and signing of Seafarers Employment Agreements is delegated to a third party, documented evidence of this contractual arrangement is to be provided.

3.4.4 Review of contracts

A clear understanding of the customers' requirements is essential if these requirements are to be met, therefore before any contract, agreement or order is accepted, it shall be reviewed to ensure that:

- the requirements are clearly defined, unambiguous and documented
- any contract or accepted order requirements differing or deviating from those in the original tender are resolved

- the Manning Office has the capacity, capability and commitment to meet the contract or accepted order requirements

Note 1: Capability must be assessed in terms of available resources including personnel, materials, procedures, information, skills, knowledge, equipment etc...

- all appropriate and applicable laws, rules and regulatory authority requirements are satisfied
- the contract conforms to the rules and regulations of the relevant administration
- the extent of any penalty clauses are acceptable
- the appropriate authorisation has been obtained
- any continuing relationship between the ship operator/owner, the Manning Office and the seafarer is clearly defined, especially in the case of temporary staff.

Where no written statement of requirement is available for an order received by verbal means, the order requirements shall be agreed and reviewed before their acceptance.

Long term contracts shall be reviewed on a regular (not less than annual) basis.

In recruitment assignments, where the ship operator/owner requires services that are not normal to the Manning Offices usual services, then a plan or statement shall be prepared for the client to show how the work will be carried out.

3.4.5 Amendments & modifications to contracts

Amendments and modifications to the contract, agreement or order, received after the contract or order has been reviewed and accepted, shall be subject to review and acceptance to the same degree as the original order.

These amendments shall be recorded and communicated to all relevant personnel.

3.4.6 Completion of contracts

On completion of the contract, a review will be conducted to verify that all requirements of the contract or order have been met and that the customer is satisfied with the products and services supplied.

3.4.7 Records

Records of all reviews of contracts shall be maintained in accordance with [3.3.3].

3.5 Selection of seafarers

3.5.1 Seafarers selection procedures

The Manning Office shall establish and maintain documented procedures for the selection of seafarers. The procedures shall include, as a minimum:

- verification of qualifications and experiences, requirements for the position onboard the ship for which the Manning Office is responsible under the terms of the manning contract
- verification that each seafarer under the responsibility of the Manning Office has the appropriate qualifications in accordance with mandatory rules, regulations and conventions and any specified requirements and is medically fit prior to appointment to vessel

- it should also be checked that such qualifications and any relevant certificates or documents will be valid for the tour of duty when deemed necessary by requirements to be so
- where provided for in the contract, verification that the required numbers of seafarers with the appropriate qualifications is supplied to the vessel, in accordance with mandatory rules, regulations and conventions, when the manning contract specifies this to be addressed by the Manning Office

Note 1: This does not in any way relieve the ship operator or master from their responsibility to ensure the vessel is in conformance with relevant rules, regulations and conventions prior to departure from port regarding safe manning levels

- verification of correctness of personnel documents, inclusive of checking for fraudulently obtained certification
- personnel appraisal system for assessment of personnel's performance and identification of training needs (See [3.2.4])
- verification that the seafarer has a good understanding of english to a level defined by the manning contract and/or mandatory rules, regulations and conventions and is also able to communicate effectively in the defined working language
- evaluation of demands for personnel recruitment requirements for the future (e.g. cadet ships etc.).

3.5.2 Cost of recruitment services to seafarers

The Manning Office shall ensure that no fees or other charges for seafarer recruitment or placement or for providing employment to seafarers are borne directly or indirectly, in whole or in part, by the seafarer. Exceptions to this are the cost of the seafarer obtaining a national statutory medical certificate, the national seafarer's book and a passport or other similar personal travel documents, not including, however, the cost of visas, which shall be borne by the Shipowner.

3.5.3 Evaluation of sub-contractors

The Manning Office shall:

- evaluate and select sub-contractors on the basis of their ability to meet specified requirements, requirements defined in the Manning Office Management System and any other specified requirements
- document the type of control exercised by the Manning Office over the sub-contractor
- ensure records of acceptable sub-contractors are established and maintained (see [3.3.3]). These records should also include a system of continuous monitoring of subcontractor performance.

3.6 Complaints procedure

3.6.1 Complaints procedures

The Manning Office shall ensure that, in addition to a copy of their Seafarers' Employment Agreement, all seafarers will be provided with a copy of the on-board complaint procedures applicable to the ship.

Manning Offices shall establish and maintain documented procedures for the treatment of any complaint received from seafarers and/or Shipowners and/or administrations and ensure that a copy of those procedures will be provided to the part involved.

Complaints from their own staff have also to be treated accordingly with specific procedures also made known by them.

All complaints and the decisions on them should be recorded and a copy provided to the seafarer concerned

Note 1: MLC 2006 Reg 1.4.5.c to be fully applicable.

4 Attestation

4.1 Process

4.1.1 The process will include:

- document review of the management system
- initial audit (see [4.1.3])
- annual audits (see [4.1.4])
- renewal audits (see [4.1.4]).

Corrective actions shall be required to be taken to any non-conformities arising from the documentation review or during the audits described above. A limit period of three months shall be allowed to those actions to be taken.

The Manning Office is responsible for taken the proposed corrective actions on time and keep evidences to be produced to the BV auditor during the next scheduled audit, when those will be cleared by BV, if satisfactory.

4.1.2 Documentation review

A review of the management System Procedures and Instructions (SPI) will be performed before the initial audit described in [4.1.3] to ensure that the requirements of this Guidance Note have been addressed and are in conformity with the Guidance Note. Corrective action will be required to be undertaken to rectify any non-conformities arising from this review.

A review of the SPI shall be required before any other audit in case of important amendments being done by the Manning Office.

In case of seafarer Manning Office where the system has not yet been implemented a statement of compliance as described in [4.2.2] is to be issued following the document review. A full scope initial audit is to be performed within the statement of compliance validity.

4.1.3 Initial audit

An initial audit will be performed to ensure the requirements of the management system are implemented at all levels of the Manning Office operations. Corrective action will be required to be taken to any possible non-conformities arising from the audit.

On completion of satisfactory Initial audit an 'Attestation of Compliance' valid for 5 years from the date of completion will be issued.

4.1.4 Annual audit

Annual audits will be performed to ensure that the management system is being maintained in a satisfactory manner and that any previous non conformities that had been addressed and respective proposed corrective and preventive actions were treated accordingly.

Corrective actions will be required to be taken to any non-conformities arising from these audits.

On satisfactory completion of each annual audit the attestation will be endorsed accordingly, these audits are to be conducted within three months before or after the anniversary date of the issued attestation.

4.1.5 Renewal audit

A renewal audit will be performed before the expiry date of the attestation to verify the maintenance of the management system ensuring that all requirements are implemented at all levels of the Manning Office operations. corrective action will be required to be taken to any possible non-conformities arising from the audit.

On completion of satisfactory renewal audit a new 'Attestation of Compliance' will be issued.

4.1.6 Branch offices

If the main Manning Office has designated one or more branch offices, an audit plan shall be established between the Manning Office and Bureau Veritas to ensure that the main office will be audited, at least, annually as described in [4.3] and each branch office will be audited, at least, once in the cycle of the attestation.

In case a new branch office is nominated this office shall be audited during the next annual audit of the main office.

4.2 Attestation of compliance and statement of compliance

4.2.1 An attestation of compliance will be issued to Manning Offices which meet the requirements of [3].

4.2.2 Statement of compliance will be issued to Manning Office where the system has not yet been implemented following the Quality Management System documentation review.

4.3 Validity

4.3.1 The attestation of compliance will be valid for 5 years, subject to satisfactory completion of annual audits and that all substantial change in the system made by the Manning Office has been informed to Bureau Veritas timely.

4.3.2 Statement of compliance will be valid for 6 months considering that no substantial changes have been made to the Manning Office Quality Management System documentation.

5 References

5.1 List of documents

5.1.1 International Labour Organisation

Maritime Labour Convention 2006 (MLC 2006) - Regulation 1.4.

5.1.2 Other reference documents

- International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978 as amended in 1995 (STCW Convention) (S.T.C.W.95)
- Seafarer's Training, Certification and Watchkeeping Code (STCW Code)
- International Safety Management Code (ISM Code)
- Code of Safe Working Practices for Merchant Seamen (MCA publication)
- ISO standards
- IMO Guidelines Principles of Safe Manning.