

## MLC CERTIFICATES APPLICATION FORM

**Application for Certificates of Financial Security under Regulation 2.5.2 Standard A2.5.2 and Regulation 4.2, Standard A4.2.1 Paragraph 1 (b) of the Maritime Labour Convention 2006 (as amended) ("MLC Certificates") pursuant to the Maritime Labour Convention Extension Clause 2019 ("MLC Extension Clause 2019")**

**SHIP NAME(S):**

**PORT OF REGISTRY:**

**CALL SIGN:**

**IMO NUMBER:**

**REGISTERED OWNER:**

We request you to issue MLC Certificates for the period

From:

To:

### **Undertakings**

- 1 We hereby undertake and agree that in consideration of the club agreeing to issue the above MLC Certificates at our request
  - (a) we know of no events or claims which may give rise to a demand under the MLC Certificates;
  - (b) we and all Joint Entrants will be bound by the terms of the MLC Extension Clause 2019.
  - (c) where any payment by the club under any such certificate is in respect of war risks, we will indemnify the club to the extent that such payment is recoverable under the member's P&I war risks policy, or would have been recoverable if the member had maintained and complied with the terms and conditions of a standard P&I war risks insurance policy;
  - (d) to assign to the club all the rights of the member under any social security scheme, or other insurance or national fund or other similar arrangement where such scheme, insurance, national fund or arrangement applies in respect of all or any liabilities arising under the MLC Certificates;
  - (e) 30 days from a notice to the flag state of the termination thereof we shall take all necessary steps to remove the MLC Certificates and any copies thereof from the ships(s).

(f) we have the authority of all Joint Entrants to make this request and to bind each of them to all the obligations under the MLC Extension Clause 2019 and hereunder

2 If we request you to issue MLC Certificates in respect of the above ship(s) before the entry in the club for the next policy year is agreed, we further undertake, in consideration thereof, that should such entry not be agreed we will indemnify the club and hold it harmless in respect of any and all liabilities, losses, damages, risks, costs or expenses which it may suffer or incur as a direct or indirect consequence of issuing such MLC Certificates.

The above undertakings shall be governed by and construed in accordance with English law and any claim, dispute, legal action or proceeding arising out of or in connection with this letter of undertaking shall be subject to the exclusive jurisdiction of the High Court of Justice in London.

Dated:

Signed by member on behalf of the member and all Joint Entrants  
(if not signed by member must be signed by authorised signatory of member)