

CAYMAN ISLANDS



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**THE MERCHANT SHIPPING LAW
(2011 REVISION)**

**THE MERCHANT SHIPPING (MARITIME LABOUR CONVENTION)
(SEAFARER EMPLOYMENT AGREEMENT, SHIPOWNERS'
LIABILITIES AND WAGES) REGULATIONS, 2014**

The Merchant Shipping (Maritime Labour Convention) (Seafarer Employment Agreement, Shipowners' liabilities and Wages) Regulations, 2014

**THE MERCHANT SHIPPING (MARITIME LABOUR CONVENTION)
(SEAFARER EMPLOYMENT AGREEMENT, SHIPOWNERS'
LIABILITIES AND WAGES) REGULATIONS, 2014**

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PART I - INTRODUCTORY

The Cabinet, in exercise of the powers conferred by sections 89, 95, 99 and 463 of the Merchant Shipping Law (2011 Revision), makes the following Regulations -

1. These Regulations may be cited as the Merchant Shipping (Maritime Labour Convention) (Seafarer Employment Agreement, Shipowners' Liabilities and Wages) Regulations, 2014. Citation

2. In these Regulations - Definitions

“authorized person” means a person authorized by the Chief Executive Officer to carry out inspections and audits for the purposes of these Regulations and includes any surveyor of ships appointed under section 419 of the Law;

“Chief Executive Officer” means the Chief Executive Officer of MACI appointed under section 9 of the Maritime Authority Law (2013 Revision); (2013 Revision)

“Convention Government” means a Government, other than the Cayman Islands, which is a Party to the Maritime Labour Convention;

“Declaration of Maritime Labour Compliance” means, in relation to a ship, the valid Part 1 and Part 2 documents drawn up and issued in accordance with the Maritime Labour Convention, in the forms corresponding to the relevant models given in Appendix A5-II of the Convention and having the contents, duration and validity specified in regulation 5.1.3 and standard A5.1.3 of the Convention;

“Maritime Labour Certificate” and “interim Maritime Labour Certificate” mean a Certificate issued in accordance with the Maritime Labour Convention;

The Merchant Shipping (Maritime Labour Convention) (Seafarer Employment Agreement, Shipowners' liabilities and Wages) Regulations, 2014

“Maritime Labour Convention” means the Convention adopted on 23rd February 2006 by the General Conference of the International Labour Organization, as amended from time to time;

“Repatriation Regulations” means the Merchant Shipping (Maritime Labour Convention) (Repatriation) Regulations, 2014;

“seafarer” means any person, including a master, who is employed or engages or works in any capacity on board a ship and whose normal place of work is on a ship;

“seafarer employment agreement” means, in relation to a seafarer, the agreement between a seafarer and a shipowner required by regulation 5; and

“shipowner” means -

- (a) in relation to a ship which has a valid Maritime Labour Certificate, the person identified as the shipowner on that Certificate; or
- (b) in relation to any other ship, the owner of the ship or, if different, any other organization or person such as the manager, or the bareboat charterer, that has assumed the responsibility for the operation of the ship from the owner.

Application

3. (1) Subject to paragraph (3), these Regulations (other than regulations 24 and 25) apply to -

- (a) Cayman Islands ships, wherever they may be; and
- (b) while they are in Cayman Islands waters, to ships -
 - (i) which are not Cayman Islands ships; and
 - (ii) to which regulations 24 and 25 do not apply.

(2) Regulations 24 and 25 apply to non-Cayman Islands ships, while they are within Cayman Islands waters if -

- (a) the Maritime Labour Convention is in force for the State whose flag the ship is entitled to fly; and
- (b) the ship carries -
 - (i) a Maritime Labour Certificate to which a Declaration of Maritime Labour Compliance is attached; or
 - (ii) an interim Maritime Labour Certificate.

(3) These Regulations do not apply to -

- (a) pleasure vessels;
- (b) fishing vessels;
- (c) warships or naval auxiliaries; or
- (d) offshore installations whilst on their working stations.

PART II - SEAFARER EMPLOYMENT AGREEMENTS

4. Every seafarer working on a ship to which these regulations applies shall have a written agreement with the shipowner, known as a seafarer employment agreement. Duty to enter seafarer employment agreement

5. (1) Subject to paragraph (2), a seafarer employment agreement shall have the content prescribed in Schedule 1. Content of seafarer employment agreement Schedule 1

(2) Such provision may be achieved by incorporating reference to another document.

(3) A seafarer employment agreement shall include a statement by the seafarer and the shipowner confirming -

- (a) that the shipowner has provided a sufficient opportunity for the seafarer to review and take advice on the terms and conditions of the agreement;
- (b) that the shipowner has explained the rights and responsibilities of the seafarer under the agreement; and
- (c) that the seafarer enters into the agreement freely.

6. (1) Subject to paragraphs (2) and (4), the minimum period of notice which shall be given before terminating a seafarer employment agreement is seven days. Minimum notice period

(2) The parties to a seafarer employment agreement may agree that a shorter minimum period of notice applies.

(3) The minimum period of notice which shall be given by a seafarer before terminating a seafarer employment agreement, whether pursuant to paragraph (1) or otherwise, shall not be more than the minimum such period of notice which shall be given by the shipowner.

(4) Nothing in this regulation prevents a party from terminating a seafarer employment agreement without penalty notwithstanding that the minimum period of notice has not been given where it is reasonable to do so on compassionate grounds or for reasons of serious misconduct.

The Merchant Shipping (Maritime Labour Convention) (Seafarer Employment Agreement, Shipowners' liabilities and Wages) Regulations, 2014

- Documents
7. (1) As soon as is practicable after entering a seafarer employment agreement, the shipowner shall provide to the seafarer the agreement signed by the seafarer and by or on behalf of the shipowner.
- (2) The shipowner shall ensure that a copy of the seafarer employment agreement for each seafarer on a ship is held on board, and shall allow each seafarer to see the copy of their seafarer employment agreement on request.
- (3) As soon as is practicable after a seafarer employment agreement is terminated, the shipowner shall provide to the seafarer a record of the seafarer's employment under that agreement.
- (4) For the purposes of paragraph (3), a record of employment -
- Schedule 2
- (a) shall contain provision on the matters set out in Schedule 2;
- (b) shall not contain provision as to the quality of the seafarer's work; and
- (c) shall not contain provision as to the seafarer's wages.
- (5) In paragraphs (1) and (2), reference to a seafarer employment agreement includes a copy of any document referred to in that agreement in accordance with regulation 8(2).
- Foreign language seafarer employment agreement
8. (1) This regulation applies where a seafarer on a ship to which this regulation applies has a seafarer employment agreement which is not in English.
- (2) Subject to paragraph (3), the shipowner shall ensure that an English translation of the provisions of the seafarer employment agreement is held on board.
- (3) In paragraph (2), reference to the provisions of a seafarer employment agreement includes provisions incorporated in accordance with regulation 5(2).
- Duty of master to produce seafarer employment agreement
9. The master of a ship to which this regulation applies shall produce to the Chief Executive Officer, or the Shipping Master (or any person acting on their behalf) on demand copies of any documentation held on board pursuant to regulation 7(2) and 8(2).
- Duty to provide annual leave entitlement
10. (1) The shipowner shall ensure that every seafarer is given an annual leave entitlement not less than 38 days per annum.

(2) Annual leave shall be accrued at no less than 3.20 days per month and where a seafarer does not serve for a full year, this shall be calculated on a prorated basis.

(3) Except where the seafarer employment agreement is terminated before leave can be taken, any agreement to forego, for payment, the leave entitlement required under paragraph (1), is prohibited and any such agreement is void.

(4) The leave entitlement in paragraph (1) shall be inclusive and there is no further entitlement to any customary and public holidays.

(5) The following shall not be counted as part of annual leave with pay -

- (a) any period of incapacity through injury through illness or injury or through maternity leave;
- (b) temporary shore leave granted to a seafarer whilst under a seafarer employment agreement complying with these Regulations;
- (c) any time taken travelling to, or returning from, a ship;
- (d) time incurred on approved training courses; and
- (e) any compensatory leave following drills, emergencies or other unplanned periods of duty.

(6) The leave entitlement in this regulation shall begin to accrue when the seafarer leaves the seafarer's place of residence to join the ship and will cease when the seafarer is returned in accordance with the Repatriation Regulations.

(7) A seafarer shall be entitled to take annual leave in the place where the seafarer has a substantial connection, which may be the same place to which the seafarer is entitled to be repatriated in accordance with regulation 5 of the Repatriation Regulations, except where the seafarer consents to take leave in another place.

(8) A seafarer taking annual leave shall only be recalled in cases of emergency and with the consent of the seafarer.

11. The shipowner and the master shall ensure that shore leave is granted to seafarers to benefit their health and well-being where consistent with the operational requirements of their positions. Shore leave

The Merchant Shipping (Maritime Labour Convention) (Seafarer Employment Agreement, Shipowners' liabilities and Wages) Regulations, 2014

Offences under Part II 12. (1) A shipowner who fails to comply with the obligations imposed under regulation 4, 5(1) or (3), 7(1), (2) or (3), 10 or 11, commits an offence and is liable -

- (2013 Revision)
- (a) on summary conviction to a fine of fifteen thousand dollars, notwithstanding sections 6(2) and 8 of the Criminal Procedure Code (2013 Revision); and
 - (b) on conviction on indictment, to a fine of fifty thousand dollars.

(2) If a statement made by a shipowner under regulation 5(3) is inaccurate, the shipowner commits an offence and is liable on summary conviction to a fine of two thousand dollars.

(3) A master who fails to comply with the obligations imposed under regulation 9 commits an offence and is liable on summary conviction to a fine of ten thousand dollars, notwithstanding sections 6(2) and 8 of the Criminal Procedure Code (2013 Revision).

PART III - SHIPOWNER'S LIABILITY

Shipowner liability for seafarer unemployment and losses following wreck or loss of ship

13. (1) This regulation applies in relation to a seafarer working on a ship which is wrecked or lost.

(2) Subject to paragraph (3), if the wreck or loss of the ship causes the seafarer to be unemployed, the shipowner shall pay to the seafarer an amount equivalent to the wages which would otherwise have been payable under the seafarer employment agreement for the period in which the seafarer remains unemployed.

(3) The duty in paragraph (2) ends on the day which is two months after the date of the wreck or loss of the ship.

(4) Subject to paragraph (5), if the wreck or loss of the ship causes the seafarer to suffer injury or loss, the shipowner shall pay to the seafarer compensation.

(5) In relation to loss other than personal injury or death, the duty in paragraph (4) is limited to the amount specified (if any) in the seafarer employment agreement.

(6) A seafarer may recover any sum due from the shipowner under paragraph (2) or (4) as a civil debt.

14. (1) A shipowner shall not allow a ship -

- (a) to put to sea; or
- (b) if it is already at sea, to remain at sea,

Maritime Labour
Convention financial
security requirement

unless the requirement in paragraph (2) is met.

(2) The requirement referred to in paragraph (1) is that there is in force a contract of insurance or other security adequate to ensure that the shipowner will be able to meet any liabilities the shipowner may have to provide compensation in the event of death or long term disability to seafarers arising from occupational injury, illness or hazard.

15. (1) Subject to paragraph (9), this regulation applies in relation to a seafarer who experiences sickness or injury which -

- (a) first occurs during a period which starts on the date on which that seafarer's seafarer employment agreement commences and ends on -
 - (i) the date on which the shipowner's duty to repatriate that seafarer under regulation 4 of the Repatriation Regulations ends; or
 - (ii) if there is no such duty, the date on which the seafarer employment agreement ends; or
- (b) first occurs subsequent to that period but is caused by circumstances or events arising during that period,

Shipowner liability for
wages following
sickness or injury
sustained by seafarer

and results in the seafarer's incapacity for work.

(2) If the seafarer does not receive the full wages payable under the seafarer employment agreement for the period starting on the date of the injury or the first day of the sickness referred to in paragraph (1) and ending on the date on which the seafarer is repatriated under the Repatriation Regulations or otherwise leaves the ship, the shipowner shall pay to the seafarer sums equal to the difference between -

- (a) any wages received by the seafarer for that period under that agreement; and
- (b) the full wages which would have been payable to the seafarer under that agreement if the seafarer had remained fit for work throughout that period.

(3) Subject to paragraphs (4) and (5), if the seafarer remains incapacitated for work for the reason described in paragraph (1) after being repatriated under the Repatriation Regulations or otherwise leaving the ship, and does not receive

the full wages payable under the seafarer employment agreement for the period starting on the day after repatriation or departure from the ship and ending on the date on which the seafarer is again fit for work, the shipowner shall pay to the seafarer sums equal to the difference between -

- (a) any wages received by the seafarer for that period under that agreement; and
- (b) the full wages which would have been payable to the seafarer under that agreement if the seafarer had remained fit for work throughout that period.

(4) The amount which the shipowner shall pay to the seafarer under paragraph (3) in relation to any period may be reduced by an amount equal to the sum of financial support which the seafarer is entitled to receive in respect of that period under any laws or arrangements in the country to which the seafarer is repatriated.

(5) The duty in paragraph (3) ends on expiry of the period of 16 weeks commencing on the day following the date of the injury or the first day of the sickness referred to in paragraph (1).

(6) The sums payable to the seafarer under paragraphs (2) and (3) shall be paid in the same manner and at the same frequency as wages payable under the seafarer employment agreement.

(7) A seafarer may recover any sum due from the shipowner under paragraph (2) or (3) as a civil debt.

(8) Regulation 10 of the Repatriation Regulations applies in respect of property left behind on the ship by the seafarer.

(9) Paragraphs (1) to (7) of this regulation do not apply to a seafarer insofar as -

- (a) the injury referred to in paragraph (1) was incurred while the seafarer was not at work;
- (b) the injury or sickness referred to in paragraph (1) was incurred due to the seafarer's wilful misconduct; and
- (c) the sickness or incapacity for work existed on the date on which the seafarer entered the seafarer's employment agreement, and the seafarer deliberately concealed the sickness or incapacity from the shipowner.

16. (1) Subject to paragraphs (2) and (3), if a seafarer dies while employed to work on a ship, the shipowner shall meet any expenses reasonably incurred in connection with the seafarer's burial or cremation.

Shipowner liability in respect of burial or cremation of seafarer

(2) The duty in paragraph (1) does not apply to expenses which are met by a public authority.

(3) In relation to a seafarer employed to work on a ship which is not a Cayman Islands ship, the duty in paragraph (1) does not apply to expenses which are incurred in relation with cremation.

(4) The estate of the seafarer may recover any sum due from the shipowner under paragraph (1) as a civil debt.

17. A shipowner who fails to comply with an obligation imposed under regulation 14 or 15 commits an offence and is liable -

Offences under Part III

(a) on summary conviction to a fine of fifteen thousand dollars, notwithstanding sections 6(2) and 8 of the Criminal Procedure Code (2013 Revision); and

(2013 Revision)

(b) on conviction on indictment, to a fine of fifty thousand dollars.

PART IV - WAGES

18. (1) Subject to paragraph (2), if wages or other remuneration payable to a seafarer are not paid in the manner and at the time required by a seafarer employment agreement, interest shall also be paid on the sum at the rate of 20 per cent per annum from the date on which the sum is due until the date on which the sum is paid.

Late payment of wages

(2) Paragraph (1) does not apply to the extent that the failure to make such payment on the required date or as soon as practicable thereafter was due to -

- (a) a mistake;
- (b) a reasonable dispute as to liability;
- (c) the act or default of the seafarer; or
- (d) any other cause not being the wrongful act or default of the persons liable to make the payment or of their servants or agents.

19. (1) A shipowner shall ensure a seafarer is paid in full at no greater than monthly intervals and in accordance with the relevant seafarer employment agreement and any applicable collective agreement.

Payment and account of seafarer's wages

The Merchant Shipping (Maritime Labour Convention) (Seafarer Employment Agreement, Shipowners' liabilities and Wages) Regulations, 2014

(2) The shipowner shall ensure that accounts of the seafarer's wages or other remuneration under a seafarer employment agreement are prepared and delivered to the seafarer -

- (a) periodically during the term of the seafarer employment agreement, at intervals not exceeding one month; and
- (b) at the end of that term, within one month of the agreement terminating.

(3) Subject to paragraph (5), such accounts shall include the following information -

- (a) name of the seafarer;
- (b) the number of the seafarer's current discharge book (if any);
- (c) the seafarer's income tax code (if applicable);
- (d) the seafarer's national insurance number and the dates on which national insurance contributions commenced and ceased (if applicable);
- (e) name of the ship and its official number;
- (f) capacity in which the seafarer was employed;
- (g) dates when employment commenced and ceased and total period of employment in which wages were earned, showing separately the dates of the beginning and end of any period in which wages were not earned;
- (h) sums payable under each allotment note, date when the first payment was due, the intervals between payments, and the total of all such sums; and
- (i) total amount of gross wages earned, with, shown separately and with sufficient detail to indicate how each amount is calculated, the total amounts in respect of -
 - (i) the wages at the rate provided for in the relevant seafarer employment agreement;
 - (ii) overtime;
 - (iii) leave pay;
 - (iv) subsistence;
 - (v) any other earnings during the period of employment;
 - (vi) deductions, specifying the nature of the deduction and showing the total amount in respect of each deduction;
 - (vii) total amount deducted from gross wages;
 - (viii) total amount of net wages; and
 - (ix) balance of wages.

(4) Where, pursuant to paragraph (3), the accounts include information of amounts which have been determined by reference to a currency exchange rate, they shall include details of the relevant exchange rate and any commission paid.

(5) Where the seafarer is not an employee, paragraph (3) does not apply and the accounts shall instead include the following information -

- (a) payments due;
- (b) payments made (including any not falling within subparagraph (a)); and
- (c) any rates of exchange and any commissions paid which are relevant to those payments.

20. (1) A seafarer employed or engaged under an agreement relating to one or more ships may at any time while so employed, by means of an allotment note issued in accordance with these Regulations, allot part of that seafarer's wages to any person.

Circumstances in which a seafarer may make and allotment

(2) Unless the seafarer's employer or the master otherwise agrees -

- (a) the first sum payable under an allotment note shall be payable not less than one month from the date on which the allotment note is issued and subsequent sums shall become payable at regular intervals of not less than one month reckoned from the date when the first sum is payable; and
- (b) no sum shall be payable under an allotment note before the seafarer has earned any of the wages allotted by it.

(3) All sums payable pursuant to an allotment note shall be paid directly to the person to whom the allotment is made.

(4) A shipowner may recover from the relevant seafarer any costs it incurs in making payments pursuant to an allotment note other than costs it ordinarily incurs in making payments to the seafarer, but may not otherwise charge for the provision of this service.

(5) Where appropriate or necessary to exchange currency in order to make payments pursuant to an allotment note, the shipowner shall make the exchange at a reasonable rate.

21. A person that fails to comply with the obligations imposed under regulation 18(1) or 19 (1) to (5) commits an offence and is liable on summary conviction, to a fine of fifteen thousand dollars, notwithstanding sections 6(2) and 8 of the Criminal Procedure Code (2013 Revision).

Offences under Part IV

(2013 Revision)

PART V - MISCELLANEOUS

Inspection of ships

22. (1) For the purpose of checking compliance with these Regulations, an authorized person may at all reasonable times go on board a ship and inspect the ship, its equipment, any article and any document carried on it.

(2) Sections 421(2) and (4) of the Law apply in relation to paragraph (1) as if references in those subsections to "subsection (1)" were references to paragraph (1).

(3) Sections 422(1), (2), (3) and (5) to (8) and 423(1) and (2) of the Law apply in relation to the inspection of a ship for the purposes of checking compliance with these Regulations as they apply in relation to the inspection of a ship for the purposes of checking compliance with the Law, as if -

- (a) references in those sections to "this Law" were to these Regulations;
- (b) for section 422(1)(b) there were substituted a reference to any ship to which this regulation applies; and
- (c) in section 422(2)(h)(iii) the words "or any instrument made under it" were omitted.

(4) Sections 423 to 429 of the Law apply for the purposes of these Regulations as if the relevant statutory provisions included these Regulations.

Detention of ships

23. (1) Where an authorized person has clear grounds for believing that, in relation to a ship to which these Regulations apply -

- (a) requirements in one or more of regulations 4, 5, 6, 7 to 9, 10, 11, 13, 14, 15, 18 and 19 have not been complied with; and
- (b) the non-compliance represents a serious breach or the latest in a series of repeated breaches of the requirements of regulation 4, 5, 6, 7 to 9, 10, 11, 13, 14, 15, 18 or 19,

the ship is liable to be detained.

(2) The power under this regulation to detain a ship may only be exercised if the ship in question is -

- (a) a Cayman Islands ship; or
- (b) a non-Cayman Islands ship without a Maritime Labour Certificate whilst in a Cayman Islands Port or waters.

(3) Section 444 of the Law applies where a ship is liable to be or is detained under this regulation as if references to the detention of a ship under the Law were references to these Regulations.

(4) Where a ship is liable to be detained under these Regulations an authorized person shall serve on the master of the ship or other person for the time being in charge of the ship a detention notice which states the grounds for detention and the requirements to be complied with in respect of the notice in order for the ship to be released from the detention.

(5) Where a ship which is detained under these Regulations is not a Cayman Islands ship the Chief Executive Officer shall immediately inform the Consul or a diplomatic representative of the State whose flag the ship is entitled to fly, or the appropriate maritime authorities of that State, of the detention and the grounds therefor.

(6) Where a ship is detained under these Regulations an authorized person shall release the ship in accordance with the applicable provisions of section 444 of the Law.

(7) It is prohibited for a ship on which a detention notice has been served to proceed to sea or attempt to proceed to sea unless a release from the detention has been issued in writing by an authorized person.

(8) Notwithstanding that a detained ship may be eligible for release where any applicable fine, cost and expenses have been paid by the master or owner of the ship, or a security paid, in accordance with section 444 of the Law, the ship shall not be released until any deficiency for which the vessel was detained has been rectified to the satisfaction of the Chief Executive Officer.

24. (1) An authorized person may as respects a ship to which this regulation applies -

- (a) review the Ship's Maritime Labour Certificate and Declaration of Maritime Compliance or the ship's interim Maritime Labour Certificate; and
- (b) where standard A5.2.1 of the Maritime Labour Convention applies, carry out a more detailed inspection in accordance with that Standard.

(2) Where an authorized person has power to inspect a ship under paragraph (1)(b), regulation 22 applies to that ship.

Inspection of non-Cayman Islands ships with Maritime Labour Certificates

The Merchant Shipping (Maritime Labour Convention) (Seafarer Employment Agreement, Shipowners' liabilities and Wages) Regulations, 2014

Detention of non-Cayman Islands ships with Maritime Labour Certificates

25. (1) Where an authorized person inspects a ship under regulation 24 and has clear grounds for believing that -

- (a) the ship does not comply with the requirements of the Maritime Labour Convention, and
- (b) the non-compliance represents a serious or repeated breach of the requirements of the Maritime Labour Convention,

the ship is liable to be detained.

(2) Where a ship is liable to be detained under this regulation, section 444 of the Law applies as if -

- (a) references to the detention of a ship under the Law were references to detention of the ship in question under this regulation; and
- (b) subsection (7) were omitted.

(3) Where a ship is detained under this regulation, the Chief Executive Officer shall immediately inform the consul or diplomatic representative of the State whose flag the ship is entitled to fly, or the appropriate maritime authorities of that State, of the detention and the grounds therefor.

(4) Where a ship is detained under this regulation but the failure to comply referred to in paragraph (1) has ceased, a person having power to detain the ship shall, at the request of the shipowner or master, immediately release the ship.

Right of appeal and compensation

26. Regulations 12 and 13 of the Merchant Shipping (Port State Control) Regulations, 2003, shall have effect in relation to a detention notice served under these Regulations subject to the reference in those Regulations to inspector being taken to include a reference to a surveyor.

Defence

27. It is a defence for a person charged with an offence under these Regulations to show that the offence was committed without that person's knowledge or, where the person had such knowledge, that the person took all reasonable precautions and exercised all due diligence to avoid the commission of the offence.

SCHEDULE 1

(Regulation 5)

FORM OF SEAFARER EMPLOYMENT AGREEMENT

Provision to be included in all agreements

1. The full name, birthplace and date of birth (or age at the time of entering into the agreement) of the seafarer.
2. The name and address of the shipowner.
3. The place where the agreement is entered into.
4. The date on which the agreement is entered into.
5. The capacity in which the seafarer is to be employed or engaged.
6. The amount of the seafarer's wages or the formula used for calculating it.
7. The amount of the paid annual leave or the formula used for calculating it.
8. If the agreement has been made for a definite period, the termination date.
9. If the agreement has been made for an indefinite period, the period of notice of termination required and the circumstances in which such notice may be given.
10. If the agreement has been made for a voyage, the destination port and the period following arrival after which the agreement terminates.
11. The health and social security protection benefits to be provided to the seafarer by the shipowner.
12. The maximum duration of service periods on board following which the seafarer is entitled to repatriation (which shall not exceed a period of 12 months minus the number of days' annual leave to which the seafarer is entitled).
13. The seafarer's entitlement to repatriation (including the mode of transport and destination of repatriation) and the circumstances in

which the seafarer is required to meet or reimburse the shipowner for the costs of repatriation.

14. The maximum sum which the shipowner will pay to the seafarer in respect of compensation for any loss of personal property arising from the loss or foundering of the ship.

SCHEDULE 2

(Regulation 7)

RECORD OF EMPLOYMENT DETAILS

In relation to each ship on which a seafarer is employed:

1. Name, port of registry, gross or register tonnage and official number of ship.
2. Description of voyage.
3. Capacity in which seafarer is employed.
4. Date on which employment started.
5. Date of discharge.

Made in Cabinet the 19th day of August, 2014.

Meredith Hew

Acting Clerk of the Cabinet.