

S.I. 25 of 2015

MERCHANT SHIPPING ACT

*(Cap 127A)***Merchant Shipping (Maritime Labour Convention)
Regulations, 2015**

In exercise of the powers conferred by section 242 of the Merchant Shipping Act, the Minister of Foreign Affairs and Transport hereby makes the following regulations —

PART I - PRELIMINARY

1. These regulations may be cited as the Merchant Shipping (Maritime Labour Convention) Regulations, 2015. Citation
- 2.(1) In these regulations, unless the context otherwise requires — Interpretations
- (a) “Act” means the Merchant Shipping Act (*Cap 127A*);
 - (b) “Administration” means the Seychelles Maritime and Safety Administration referred to in section 6 of the Act;
 - (c) “Authorised officer”, for the purpose of inspections in ports in Seychelles, means a surveyor appointed under section 236 of the Act;
 - (d) “catering department” means the galley, mess rooms and any other areas on board intended or used for the storage or preparation of food for seafarers or the service of meals to seafarers;

- (e) "catering staff" means seafarers whose normal duties include the preparation and storage of food, the service of meals to seafarers on board the ship or other work in the galley or in areas where food is stored or handled;
- (f) "Convention" means the Maritime Labour Convention, 2006, and includes any amendments made thereto from time to time;
- (g) "consultation" means after consultation with the appropriate shipowners' and seafarers' organisations or, in case there are none, employers' and workers' organisations, concerned with the matter in question;
- (h) "crew accommodation" means accommodation, including the construction, machinery, fittings and equipment of that accommodation, intended for or used by seafarers;
- (i) "directive" means a directive issued under section 6 of the Act;
- (j) "fishing vessel" means, except in regulation 5, a vessel for the time being used (or intended to be used) for, or in connection with, fishing for sea fish, other than —
- (i) a vessel used (or intended to be used) for fishing otherwise than for profit; and
- (ii) any vessel for the time being used (or intended to be used) wholly for the purpose of conveying persons wishing to fish for pleasure;
- (k) "inspector" means a person mentioned in section 236 of the Act;

- (l) "Merchant Shipping Notice" means a notice issued to the shipowner by the Administration describing therein the requirements, in respect of a ship, to be complied with by the shipowner and the master to satisfy the compliance of the Convention under these regulations;
- (m) "offshore installation" means any installation which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;
- (n) "qualified ship's cook" means a person who has been issued with a valid ship's cook certificate which has not expired or been cancelled or suspended;
- (o) "seagoing" in relation to a ship has the same meaning as in the Act;
- (p) "ship" means a ship or hovercraft other than one which navigates exclusively in inland waters or waters within, or closely adjacent to, sheltered waters or areas where port regulations apply;
- (q) "ship's cook certificate" means —
- (i) a certificate of competency as a ship's cook issued under regulation 17(2);
- (ii) a certificate which under regulation 18 has effect as if it were a certificate of competency as a ship's cook issued under regulation 17;
- (iii) a certificate which the Administration has specified in the Merchant Shipping Notice as equivalent to a certificate of

competency as a ship's cook issued under regulation 7; it or being

“(f) ‘shipowner’ means — a to

(i) in relation to a ship having a Maritime Labour Certificate or interim Maritime Labour Certificate, the person identified as the shipowner on that Certificate, or

(ii) in relation to any other ship, the owner or any other organisation or person such as the manager, or the bareboat charterer, that has assumed the responsibility for the operation of the ship from the owner; and

(iii) who assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with the Convention, regardless of whether any other organisation or persons fulfill certain of the duties or responsibilities on behalf of the shipowner;

(s) “Seychelles ship” means a ship which is —

(i) a Seychelles ship within the meaning of Part III of the Act; or

(ii) a Government ship which is ordinarily engaged in commercial maritime operations;

(t) “STCW Convention” means the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers 1978, as amended from time to time.

(2) The words used in these regulations and not defined, but defined in the Convention shall have the meaning as assigned to it in the Convention.

(3) Any reference in these regulations to a Code of Practice is a reference to that Code for the time being in force.

(4) For the purposes of these regulations, “competent authority”, in reference to Seychelles, shall be deemed to be the reference to the Administration.

3.(1) In these regulations “seafarer” means any person, including a master, who is employed or engaged or works in any capacity on board a ship, but does not include —

Meaning of
seafarer

(a) a person undergoing training in a sail training vessel; or

(b) a person who is on board a sail training vessel other than for training but —

(i) is not engaged in or responsible for the navigation of the vessel; and

(ii) has no emergency safety responsibilities on the vessel, or

(c) a pilot;

(d) a person carrying out advisory or inspection activities on behalf of the Administration or public body on board;

(e) a person who works on board on behalf of a shipyard or of a systems manufacturer for no longer than 96 hours in order to implement warranty or guarantee work or other work necessary on board or to give instructions to the crew;

- (f) a person who works on board for less than 96 hours in order to carry out repairs or maintenance work urgently needed and which cannot not be carried out by the crew members themselves;
- (g) a shipowner or his or her employees who, on the basis of the itinerary, is not permitted to work on board for more than 72 hours;
- (h) a cargo inspector who, on the basis of the itinerary, are not permitted to work on board for more than 72 hours;
- (i) a person working on board for the entertainment of the passengers for a period not exceeding 72 hours;
- (j) a scientist who works on board temporarily;
- (k) a person who is on a ship in order to carry out special activities from there in order to construct, alter or operate structures, artificial islands or other systems at sea;
- (l) a pupil who is serving an internship on board from technical and nautical schools and universities;
- (m) a student of any university undergoing training at training facilities and undergoing practical training and sea-service experience on a ship for this purpose; or
- (n) a pupil who is granted an insight into the practice of seafaring professions during the school holidays without such persons working on board on a contractual basis;
- (o) a helmsman on the Kiel Canal; or

- (p) a security staff of a licensed private security company.
- (2) Notwithstanding paragraphs (e), (f) and (g), the Administration may permit, on request by the employer or the shipowner, that a person specified in paragraphs (e), (f) and (g), may work on board beyond the period specified designated therein without being a seafarer, as long as —
- (i) the activity takes place or is to take place on a specific voyage;
- (ii) an activity on board is necessary beyond the said period to perform a specific task which cannot be performed by the crew members working on board in accordance with the provisions of the regulation relating to safety of ships; and
- (iii) the deployment does not exceed three weeks.
- (3) The Administration may, while granting any permission under subregulation (2), restrict the period likely to be necessary for the activity, which shall not exceed three weeks.
- (4) A copy of the permission granted under subregulation (2) shall be kept on board the ship.
- (5) In subregulation (1) "sail training vessels" means a sailing vessel being used to provide instruction on —
- (a) the principles of responsibility, resourcefulness, loyalty and team endeavour and to advance education in the art of seamanship; or
- (b) navigation and seamanship for yachtsmen.
- 4.(1) These regulations apply to —

- (a) a seagoing Seychelles ship, wherever the ship may be;
 - (b) a seagoing ship, other than Seychelles ship, while the ship is in Seychelles waters; and
 - (c) a seafarer.
- (2) These regulations do not apply to—
- (a) pleasure vessels;
 - (b) fishing vessels;
 - (c) ships of traditional build; and
 - (d) warships or naval auxiliaries.

(3) Any question as to whether these regulations apply to a ship or a particular category of ships, a person falls under any category of seafarer, shall, after consultation, be determined by the Administration.

PART II - MINIMUM REQUIREMENTS

5. The Administration shall be responsible for the implementation of the Convention in accordance with these regulations and ensure that every seafarer has the right to—

- (a) a safe and secure workplace that complies with safety standards;
- (b) fair terms of employment;
- (c) decent working and living conditions on board ship; and
- (d) health protection, medical care, welfare measures and other forms of social protection.

Implementation
of Convention

6.(1) The Administration may, after consultation, determine that all or any of the requirements of the Convention shall not apply to a ship of less than 200 gross tons not engaged on international voyages, in accordance with Article II(6) of the Convention.

Exceptions
and exclusions

(2) The Administration shall determine the area of Seychelles waters which are within or closely adjacent to sheltered waters or areas where the Harbour Act apply.

7.(1) Every shipowner and the master of a Seychelles ship shall comply with these regulations and shall ensure that the ship complies with the requirement set out in the Schedule appended to these regulations.

General
compliance
duty

(2) A person upon whom an obligation is imposed by, or to whom a direction is given pursuant to these regulations shall comply with such obligation or direction, as the case may be.

(3) Where any person or entity, other than the shipowner or master, has control of any matter under these regulations or has responsibility for that matter in relation to the operation of a ship, the obligation imposed under these regulations shall extend to that person.

(4) Every shipowner and the master shall take all reasonable steps to ensure that a person referred to in subregulation (3) is aware of the obligation imposed and is capable of performing such obligation.

(5) In complying with any requirement of these regulations, the person doing so shall take into account any Guideline of the Convention; and it shall be a defence to a charge of non compliance with these regulations that the action taken was in accordance with such Guidelines.

(6) Any question as to the meaning or extent of any

requirement of the regulations shall be determined in accordance with the Guidelines of the Convention.

(7) Every shipowner and the master of a ship which is not a ship of Seychelles, when in Seychelles waters, shall comply with the Convention in the manner determined by the national authority of the ship's flag state and in the case of ships flying the flag of a State which is not a party to the Convention, the shipowner and master shall ensure that the ships meet with the Standards laid down in the Convention.

(8) Any person who contravenes provisions of this regulation, commits an offence and is liable on conviction to a fine of SCR10,000, or to imprisonment for a term not exceeding 12 months, or to both such fine and imprisonment.

8. Every ship of Seychelles shall carry a copy of the Convention and a copy of these regulations which shall be available to all seafarers working on the ship.

9. Where a ship does not comply with the Convention and the laws of its flag State, the ship shall be liable to be detained, provided that a ship shall not be unreasonably delayed or detained.

10.(1) No person shall —

- (a) without valid authority intentionally alter a certificate or declaration issued for the purposes of the Convention or these regulations;
- (b) falsely make a certificate or declaration referred to in the Convention;
- (c) knowingly or recklessly furnish false information in connection with any survey required by the Convention;

Fraud,
misuse of
certificate,
etc.

Carriage of
documents

Detention

(d) with intent to deceive, use, lend, or allow to be used by another, a certificate or declaration referred to in the Convention; or

(e) fail to surrender a certificate or declaration to be surrendered issued for the purposes of the Convention.

(2) A person who contravenes subregulation (1) commits an offence and is liable on conviction to a fine of SCR10,000, or to imprisonment for a term not exceeding 12 months, or to both such fine and imprisonment.

11.(1) A person who —

- (a) obstructs any inspector or authorised officer in the exercise of his powers under the Schedule;
- (b) without reasonable excuse fails to comply with any requirement made by an inspector or authorised officer acting in exercise of his powers in the Schedule; or
- (c) knowingly gives a false answer to any question put to him by an inspector or authorised officer acting in exercise of his powers in the Schedule,

commits an offence and is liable on conviction to a fine of SCR10,000, or imprisonment for a term not exceeding six months or both such fine and imprisonment.

PART III - CREW ACCOMMODATION

12.(1) Every ship shall comply with the requirements relating to crew accommodation set out in Merchant Shipping Notice.

Offences
connected to
inspections

Crew
accommodation
requirements

(2) The crew accommodation shall be cleaned and maintained to conform with the requirements set out in Merchant Shipping Notice.

(3) The master or a person authorised by the master, at no longer than monthly intervals, shall—

- (a) inspect—
 - (i) the crew accommodation; and
 - (ii) the cleanliness and maintenance of the crew accommodation; and
- (b) record the findings of that inspection in the official log book of the ship.

(4) A ship, whether Seychelles ship or non Seychelles ship, constructed after the date of the commencement of this regulation and all of its equipments shall comply with the requirements of Regulation 3.1 and Standard A3.1 of the Convention.

(5) A ship shall be deemed to have been constructed on the date when its keel is laid or when it is at a similar stage of construction.

(6) The master or a person acting under the master's authority shall—

- (a) carry out inspections of a ship to which this regulation applies in accordance with Standard A3.1.18 of the Convention; and
 - (b) record the findings of such inspections and keep them available for review.
- (7) If a ship proceeds or attempts to proceed to sea or on a voyage or excursion without complying with the

requirements of this Part, the shipowner commits an offence and is liable on conviction to a fine of SCR10,000 or to imprisonment for a term not exceeding 12 months, or to both such fine and imprisonment.

(8) If a ship proceeds or attempts to proceed to sea or on a voyage or excursion without complying with a condition or limitation of an exemption under regulation 6 or of an approval under regulation 7, the shipowner commits an offence and is liable on conviction to a fine of SCR10,000 or to imprisonment for a term not exceeding 12 months, or to both such fine and imprisonment.

PART IV - FOOD AND CATERING

13.(1) The shipowner and the master of a ship shall ensure that food and drinking water are provided on the ship which—

Provision of
food and
drinking water

- (a) are suitable in respect of quantity, nutritional value, quality and variety, taking into account—
 - (i) the number of seafarers on board and the character, nature and duration of the voyage; and
 - (ii) the different religious requirements and cultural practices in relation to food of the seafarers on board;
- (b) do not contain anything which is likely to cause sickness or injury to health or which renders any food or drinking water unpalatable; and
- (c) are otherwise fit for consumption.

(2) The shipowner and master of a ship shall ensure that food and drinking water provided in accordance with subregulation (1) are provided free of charge to all seafarers while they are on board.

Organisation and equipment of catering department

14. The shipowner and the master of a ship shall ensure that—

- (a) food and drinking water which are provided for seafarers are stored and handled; and
- (b) the catering department is organised and equipped,

in accordance with the requirements set out in Merchant Shipping Notice.

Inspection of food and catering provision

15.(1) The master of a ship shall ensure that, not less than once a month—

- (a) the supplies of food and drinking water on board are inspected to check compliance with regulations 13 and 14; and
- (b) the catering department and its equipment are inspected to check compliance with regulation 14.

(2) An inspection under subregulation (1) shall be carried out by—

- (a) the master; or
- (b) a person authorised by the master, together with a member of catering staff.

Requirement to carry a qualified ship's cook

16.(1) This regulation applies to a seagoing Seychelles ship which ordinarily operates with 10 or more seafarers on board.

(2) Subject to subregulations (3) and (4), the shipowner and the master of a ship to which this regulation applies shall

ensure that the ship does not proceed to sea unless a qualified ship's cook is on board.

(3) In circumstances of exceptional necessity, the Administration may grant an exemption from the application of subregulation (2)—

- (a) until the next port of call; or
- (b) for a period not exceeding one month,

but only if there is a person on board the ship who is trained or instructed (in areas including food and personal hygiene and handling) in accordance with the requirements of Merchant Shipping Notice.

(4) The Administration may approve in respect of a particular ship, or in respect of ships of a particular description, requirements which, when taken together with the conditions and limitations to which the approval is subject, the Administration considers are substantially equivalent to the requirement specified in subregulation (2) to have a qualified ship's cook on board.

(5) The Administration may grant an exemption or approval, in writing, in compliance with the requirement of the Convention, subject to such conditions and limitations as it consider necessary.

17.(1) In this regulation—

- (a) "eligible person" means a person who—
 - (i) is 18 years of age or over;
 - (ii) has completed a specified training course and passed a specified examination for ship's cooks at a specified institution; and

Certificate of competency as a ship's cook

(iii) has served for not less than one month at sea; and

(b) "specified" means specified by the Administration in Merchant Shipping Notice.

(2) If an eligible person applies to the Administration for the issue of a certificate or an approval of competency as a ship's cook and pays the appropriate fee (if any), the Administration shall—

- (a) issue a certificate of competency in duplicate;
- (b) deliver the original to the eligible person; and
- (c) retain the duplicate.

(3) The Administration may, before issuing any certificate or approval, require the applicant to produce such certificates of discharge and such other certificates as may be necessary to establish to the satisfaction of the Administration that the applicant meets the criteria for an eligible person prescribed in subregulation (1) (a).

(4) A record of all certificates of competency issued under this regulation, including the suspension, cancellation or alteration thereof, and any other matters affecting any such certificate, shall be kept by the Registrar of Shipping and Seamen.

(5) If an eligible person—

- (a) satisfies the Administration that a certificate issued to that person has been lost, destroyed or taken away without fault on that person's part; and

(b) pays the appropriate fee,

the Administration shall issue a copy of the certificate to that person.

(6) The copy of the certificate, before it is issued under subregulation (5), shall be certified as such by the Registrar of Shipping and Seamen.

18.(1) Subject to subregulation (2), a certificate of competency which is treated as an equivalent under these regulations and which is valid prior to the entry into force of these regulations has effect as if it is a certificate of competency as a ship's cook issued under regulation 17.

(2) A certificate referred to in subregulation (1) shall be valid for a period of 5 years from the date of commencement of these regulations, unless it is suspended or cancelled earlier.

19. The shipowner and the master of a ship shall ensure that—

(a) every member of catering staff is properly trained or instructed for their position in accordance with the relevant requirements set out in Merchant Shipping Notice; and

(b) any person processing food in the galley is properly trained or instructed (in areas including food and personal hygiene and handling) in accordance with the relevant requirements set out in Merchant Shipping Notice.

20.(1) Where the shipowner or the master contravenes regulation 13, 14 or 19, he commits an offence and is liable on conviction to a fine not exceeding SCR10,000 or to imprisonment for a term not exceeding 12 months, or a fine, or both such fine and imprisonment.

(2) Where the master contravenes regulation 15(1) or (3), he commits an offence and is liable on conviction to a fine

Recognition of existing certificate of competency

Training requirements for catering staff and persons processing food in galley

Penalty for contravention of regulation 13, 14 and 19

not exceeding SCR10,000 or to imprisonment for a term not exceeding 12 months, or both such fine and imprisonment.

(3) In any proceedings for an offence under this regulation, it is a defence for the person charged to prove that all reasonable steps had been taken by that person to ensure the compliance with the requirements of the provisions of the regulation.

21.(1) This regulation applies to a non-Seychelles ship having Maritime Labour Convention compliance certificate.

(2) A ship to which this regulation applies shall comply with the requirements of Regulation 3.2 and Standard A3.2 of the Convention.

(3) The shipowner of a ship to which this regulation applies and the master of such ship shall comply with the requirements of Regulation 3.2.3 and Standard A3.2.3 of the Convention.

(4) The master or a person acting under the master's authority shall—

- (a) carry out inspections of a ship to which this regulation applies in accordance with Standard A3.2.7 of the Convention; and
- (b) record the findings of such inspections and keep them available for review.

(5) If a ship proceeds to sea in Seychelles waters or attempts to proceed to sea or on a voyage or excursion in Seychelles waters without complying with the requirements of subregulation (2), the shipowner commits an offence and is liable on conviction to a fine of SCR10,000 or to imprisonment for a term not exceeding 12 months, or both such fine and imprisonment.

(6) A person who contravenes subregulation (3) or (4) commits an offence and is liable on conviction to a fine of SCR10,000 or to imprisonment for a term not exceeding 12 months, or a fine, or both such fine and imprisonment.

(7) In any proceedings for an offence under this regulation, it is a defence for the person charged to prove that all reasonable steps had been taken by that person to ensure compliance with the provision of the regulation.

PART V - MEDICAL CARE

22.(1) This Part applies in relation to a seafarer who experiences any sickness or injury which first occurs—

- (a) during a period starting from the date on which that seafarer's seafarer employment agreement commences and ends on the date on which the shipowner's duty to repatriate that seafarer ends; or
- (b) subsequent to the period referred to in paragraph (a) but caused by circumstances or events arising during that period.

(2) Subject to subregulations (4) to (6), the shipowner shall meet any expenses reasonably incurred in connection with the seafarer's sickness or injury except if—

- (a) the injury incurred otherwise than in the service of the ship;
- (b) the injury or sickness due to the willful misconduct of the sick, injured or deceased seafarer; or
- (c) the sickness or infirmity intentionally concealed when the engagement is entered into.

Food and catering requirements for non-Seychelles ships with certificates

Shipowner duty to make provision for seafarer medical and other expenses

(3) The expenses incurred in connection with a sickness or injury include the expenses —

- (a) of surgical, medical, dental or optical treatment (including the repair or replacement of any appliance); and
- (b) for board and lodging.

(4) The liability under subregulation (2) does not affect any liability of the shipowner under any other regulation relating to repatriation of seafarers, and does not apply in respect of any expenses met by the shipowner under that duty.

(5) Subject to subregulation (6), the liability under subregulation (2) is limited to the expenses incurred during whichever of the following periods is the shorter —

- (a) a period of 16 weeks beginning on the day on which the sickness or injury first occurs; and
- (b) a period beginning on the day on which the sickness or injury first occurs and ending on the day on which a certifying medical practitioner notifies the seafarer of a decision that —
 - (i) the seafarer is not fit to carry out the duties which that seafarer is required to carry out under the terms of that seafarer's seafarer employment agreement, and
 - (ii) the seafarer is unlikely to be fit to carry out duties of that nature in the future.

(6) Where subregulation (5)(b) applies, the liability under subregulation (2) shall, if a certifying medical practitioner notifies the seafarer that the decision referred to in

(6) A person who contravenes subregulation (3) or (4) commits an offence and is liable on conviction to a fine of SCR 10,000 or to imprisonment for a term not exceeding 12 months, or a fine, or both such fine and imprisonment.

(7) In any proceedings for an offence under this regulation, it is a defence for the person charged to prove that all reasonable steps had been taken by that person to ensure compliance with the provision of the regulation.

PART V - MEDICAL CARE

22.(1) This Part applies in relation to a seafarer who experiences any sickness or injury which first occurs —

- (a) during a period starting from the date on which that seafarer's seafarer employment agreement commences and ends on the date on which the shipowner's duty to repatriate that seafarer ends; or
- (b) subsequent to the period referred to in paragraph (a) but caused by circumstances or events arising during that period.

(2) Subject to subregulations (4) to (6), the shipowner shall meet any expenses reasonably incurred in connection with the seafarer's sickness or injury except if —

- (a) the injury incurred otherwise than in the service of the ship;
- (b) the injury or sickness due to the willful misconduct of the sick, injured or deceased seafarer; or
- (c) the sickness or infirmity intentionally concealed when the engagement is entered into.

Shipowner duty to make provision for seafarer medical and other expenses

(3) The expenses incurred in connection with a sickness or injury include the expenses —

- (a) of surgical, medical, dental or optical treatment (including the repair or replacement of any appliance); and
- (b) for board and lodging.

(4) The liability under subregulation (2) does not affect any liability of the shipowner under any other regulation relating to repatriation of seafarers, and does not apply in respect of any expenses met by the shipowner under that duty.

(5) Subject to subregulation (6), the liability under subregulation (2) is limited to the expenses incurred during whichever of the following periods is the shorter —

- (a) a period of 16 weeks beginning on the day on which the sickness or injury first occurs; and
- (b) a period beginning on the day on which the sickness or injury first occurs and ending on the day on which a certifying medical practitioner notifies the seafarer of a decision that —
 - (i) the seafarer is not fit to carry out the duties which that seafarer is required to carry out under the terms of that seafarer's seafarer employment agreement, and
 - (ii) the seafarer is unlikely to be fit to carry out duties of that nature in the future.

(6) Where subregulation (5)(b) applies, the liability under subregulation (2) shall, if a certifying medical practitioner notifies the seafarer that the decision referred to in

that subregulation is reversed, be limited to expenses incurred during the period set out in subregulation (5)(a).

(7) If any expenses are incurred by a seafarer to which the liability under subregulation (2) applies, the seafarer may recover the expenses from the shipowner as a civil debt.

(8) Where the sickness or injury results in incapacity for work, the shipowner shall be liable for 16 weeks —

- (i) to pay full wages as long as the sick or injured seafarers remain on board or until the seafarers have been repatriated in accordance with the Convention; and
- (ii) to pay wages in whole from the time when the seafarers are repatriated or landed until their recovery.

(9) A shipowner who contravenes this regulation commits an offence and is liable on conviction to a fine of SCR 10,000 or to imprisonment for a term not exceeding 12 months, or both such fine and imprisonment.

23.(1) Where a ship has 100 or more persons on board and the ship is engaged on a voyage which is —

- (a) an international voyage lasting more than 72 hours; or
- (b) a voyage during which the ship is more than 36 hours' sailing time from a port with adequate medical equipment,

the shipowner shall not allow the ship to put to sea or if it is already at sea, to remain at sea, unless a medical practitioner is deployed on board the ship.

(2) A shipowner who contravenes subregulation (1) commits an offence and is liable on conviction to a fine of

Duty to carry
a medical
practitioner on
ship

SCR10,000 or to imprisonment for a term not exceeding 12 months, or both such fine and imprisonment.

Right to
medical
attention

24.(1) When a ship is in a port of call, the shipowner shall—

- (a) permit a seafarer to seek medical attention, where reasonably practicable; and
- (b) provide health education and promotion programs of preventative character as far as reasonably practicable.

(2) A shipowner who contravenes subregulation (1) commits an offence and is liable on conviction to a fine of SCR10,000 or to imprisonment for a term not exceeding 12 months, or both such fine and imprisonment.

Medical care

25.(1) A shipowner shall provide medical care, including dental care, and health protective measures for seafarers working on board the ship.

(2) A seafarer shall have access to prompt medical care at no costs while working on board the ship.

(3) A shipowner shall permit a seafarer to visit a medical practitioner or dentist in ports of call, where practicable, without delay and at no cost.

(4) A standard medical report form shall be adopted and that form shall be used by the ships' master.

(5) The filled form referred to in subregulation (4) and its contents shall be kept confidential and only be used to facilitate the treatment of seafarers.

(6) A medicine chest, medical equipment and a medical guide shall be carried and maintained on board a ship and be inspected at intervals not exceeding 12 months.

(7) Where a medical practitioner is not on board a ship, the shipowner shall ensure that a seafarer who works on board the ship and who has satisfactorily completed training in medical care in accordance with the Convention, is—

- (a) in charge of medical care and administering medicine; and
- (b) competent to provide medical first aid.

(8) The Administration shall, in consultation with the authority responsible for Health, ensure by a prearranged system that medical advice, including expert advice, by radio or satellite communication is available to ships 24 hours a day.

(9) A shipowner who contravenes this regulation commits an offence and is liable on conviction to a fine of SCR10,000 or to imprisonment for a term not exceeding 12 months, or both such fine and imprisonment.

26.(1) A ship to which this regulation applies shall comply with the requirements of Regulation 4.1 and Standard A4.1 of the Convention.

(2) The master or a person acting under the master's authority shall—

- (a) carry out inspections of a ship in accordance with Standard A4.1 of the Convention; and
- (b) record the findings of such inspections and keep them available for review.

(3) If a ship to which this regulation applies proceeds to sea in Seychelles waters or attempts to proceed to sea or on a voyage or excursion in Seychelles waters without complying with the requirements of subregulation (1), the shipowner commits an offence and is liable on conviction to a fine of SCR10,000 or to imprisonment for a term not exceeding 12 months, or to both such fine and imprisonment.

Medical care
requirements for
non-Seychelles
ships

(4) A master or a person, acting under master's authority, who contravenes subregulation (2) commits an offence and is liable on conviction to a fine of SCR10,000 or to imprisonment for a term not exceeding 12 months, or to both such fine and imprisonment.

(5) In any proceedings for an offence under this regulation, it is a defence for the person charged to prove that all reasonable steps had been taken by that person to ensure compliance with the provisions in question.

PART VI - SHIPOWNERS' LIABILITY

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

(2) Subject to subregulation (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 the seafarer remains unemployed.

(3) The liability of the shipowner under subregulation (2) ends on the day which is two months after the date of the wreck or loss of the ship.

(4) Subject to subregulation (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 liability of shipowner under subregulation (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 subregulations (2) or (4) as a civil debt.

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

28.(1) A shipowner shall not allow a ship to put to sea, or if it is already at sea, to remain at sea, unless the requirement under subregulation (2) is complied with.

Financial security requirement

(2) The requirement referred to in subregulation (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 liability in respect of payment of compensation in the event of death or long term disability to seafarers arising from occupational injury, illness or hazard.

(3) The liability of the shipowner referred to in subregulation (2) include liabilities arising under—

(a) Regulation 4.5 and Standard A 4.5 of the Convention; and

(b) the seafarer employment agreements of seafarers working on the ship.

(4) A shipowner who contravenes this regulation commits an offence and is liable on conviction to a fine of SCR10,000 or to imprisonment for a term not exceeding 12 months, or both such fine and imprisonment.

29.(1) Subject to subregulation (8), 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 employment agreement commences and ends on—

Shipowner liability for wages following sickness or injury sustained by seafarer

(i) the date on which the shipowner's liability to repatriate that seafarer ends; or

(ii) if there is no such liability, the date on which the seafarer employment agreement ends; or

(b) first occurs subsequent to the period specified under paragraph (a) but is caused by circumstances or events arising during that period, 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 subregulation (1) and ending on the date on which the seafarer is repatriated 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 subregulations (4) and (5), if the seafarer remains incapacitated for work for the reason described in subregulation (1) after being repatriated 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 payable to a seafarer under subregulation (3) in relation to any period is to be reduced by an amount equal to any sums which the seafarer is entitled to receive in respect of that period under the Agency for Social Protection Act, 2011 or any other written law or arrangements in the country to which the seafarer is repatriated under which the seafarer is entitled to similar financial support.

(5) The liability of payment under subregulation (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 subregulation (1).

(6) The sums payable to the seafarer under subregulations (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 subregulation (2) or (3) as a civil debt.

(8) Subregulations (1) to (7) do not apply to a seafarer in so far as—

(a) the injury referred to in subregulation (1) was incurred while the seafarer was not at work;

(b) the injury or sickness referred to in subregulation (1) was incurred due to the seafarer's willful 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.

30.(1) Subject to subregulations (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.

(2) The liability of shipowner under subregulation (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 Seychelles ship, the liability of shipowner under subregulation (1) does not apply to expenses which are incurred in relation with cremation.

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

(5) The shipowners or their representatives shall take measures for safeguarding the property left on board by sick, injured or deceased seafarers and for returning to them or to their next of kin.

31.(1) A shipowner shall repatriate a seafarer at no cost of the seafarer—

(a) where the seafarers' employment agreement expires while the seafarer is abroad;

(b) upon the expiry of the period of notice given in accordance with the provisions of the seafarers' employment agreement, where the seafarers' employment agreement is terminated—

(i) by the shipowner; or

(ii) by the seafarer for justified reasons;

(c) where the seafarer is no longer able to carry out the seafarer's duties under the employment agreement or cannot be expected to carry out the duties in the specific circumstances.

(2) A shipowner shall—

(a) not require a seafarer to make an advance payment towards the cost of repatriation at the beginning of the seafarer's employment; and

(b) not recover the cost of repatriation from the seafarers' wages or other entitlements, except, the seafarer has been found, to be in serious default of the seafarer's employment obligations under the law or collective bargaining agreements.

(3) A shipowner of a Seychelles flag ship shall provide the recognised organisation with evidence of financial security to ensure that seafarers are duly repatriated.

(4) Notwithstanding subregulations (1) to (3), a shipowner may recover the cost of repatriation under third-party contractual arrangements.

(5) Where a shipowner fails to make arrangements for, or to meet, the cost of repatriation of seafarers—

(a) the Administration shall arrange for repatriation of the seafarers, and recover the costs incurred in repatriation of seafarers from the shipowner;

(b) the expenses of repatriation shall in no case be a charge upon the seafarers, except as provided in subregulation (2); and

(c) the ship or other ships of the shipowner may be detained by the Administration until the reimbursement has been made.

(6) A copy of this regulation, written in English, shall be carried on board a Seychelles flag ship and shall be available to seafarers.

(7) A shipowner who contravenes this regulation commits an offence and is liable on conviction to a fine of SCR10,000 or to imprisonment for a term not exceeding 12 months, or a fine, or both such fine and imprisonment.

PART VII - MISCELLANEOUS

Inspections of ships
32. An inspector may, for the purpose of ensuring the compliance with these regulations, may at all reasonable times go on board a ship and inspect the ship, its equipment any article and any document carried on it.

Inspection of non-Seychelles ships with certificates
33.(1) An inspector may —

- (a) review the ship's Maritime Labour Certificate and Declaration of Maritime Labour Compliance or the ship's interim Maritime Labour Certificate;
- (b) where Standard A5.1.3 of the Convention applies, carry out a detailed inspection, in accordance with that Standard.

(2) Where the inspector carries out any inspection of a ship under subregulation (1), the provisions of regulation 32 apply.

Detention of ships
34.(1) Where an inspector has reasonable grounds for believing that —

- (a) a ship is not in compliance with these regulations; and
- (b) the non-compliance represents —
 - (i) a significant danger to the safety, health or security of seafarers; or
 - (ii) a serious breach of the requirements of these regulations,

that 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 Seychelles ship;
- (b) in a port or shipyard in the Seychelles; or
- (c) at an offshore terminal in Seychelles waters or controlled waters.

(3) Where a ship is liable to be detained under this regulation, the person detaining the ship shall serve on the master of the ship a detention notice which —

- (a) states the grounds for the detention; and
- (b) requires the terms of the notice to be complied with until the ship is released.

(4) Where a ship other than a Seychelles ship is detained, the Administration 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.

(5) Where a ship is detained under subregulation (1) but the failure to comply referred to in that subregulation has ceased, the ship, at the request of the shipowner or master, shall be released —

- (a) if no proceedings for an offence under these regulations are instituted within the period of seven days beginning with the day on which the ship is detained;
- (b) if proceedings for an offence under these regulations, having been instituted within that period, are concluded without the shipowner or master being convicted;

- (c) if a security of—
- (i) a sum of SCR5,500,000 is furnished to the Administration; or
- (ii) security of an amount which, in the opinion of the Administration is satisfactory, of not less than SCR4,500,000 is furnished to the Administration,
- by or on behalf of the shipowner or master;
- (d) where the shipowner or master is convicted of an offence under these regulations, if any costs of expenses ordered to be paid by that person, and any fine imposed on that person, have been paid, or
- (e) if the release is ordered by a court or tribunal referred to in article 292 of the United Nations Convention on the Law of the Sea, and any bond or other financial security ordered by such court or tribunal is posted.
- (6) The Administration shall repay any sum paid in pursuance of subregulation (5)(c) or release any security so given—
- (a) if no proceedings for an offence under these regulations are instituted within the period of seven days beginning with the day on which the sum is paid or the security is given, or
- (b) if proceedings for that offence, having been instituted within that period, are concluded without the shipowner or master being convicted.

(7) Where a sum has been paid, or security has been given, by any person in pursuance of subregulation (5)(c) and the shipowner or master is convicted of an offence under these regulations, the sum so paid or the amount made available under the security shall be applied as follows—

- (a) first in payment of any costs or expenses ordered by the court to be paid by the shipowner or master; and
- (b) next in payment of any fine imposed by the court, and any balance must be repaid to the first-mentioned person.

35.(1) The Administration shall, from time to time—

Review

- (a) carry out a review of the compliance of these regulations and the Convention;
- (b) set out the conclusions of the review in a report; and
- (c) publish the report.
- (2) In carrying out the review under subregulation (1), the Administration shall have regard to experience of other member States in the implementation of the Convention.
- (3) The report referred to in subregulation (1) shall—
- (a) set out the objectives intended to be achieved by those regulations;
- (b) assess the extent to which those objectives are achieved; and
- (c) assess whether those objectives remain appropriate and, if so, the extent to which they

could be achieved with a system that imposes less regulation.

(4) The review under this regulation shall be conducted before the end of a period of 5 years from the date of commencement of these regulations and thereafter such review to be conducted in every 5 years.

Penalty for non compliance of these regulations

36.(1) A person who contravenes any provisions of these regulations or the Schedule, for which no penalty has specifically been provided, commits an offence and is on conviction liable to a fine of SCR10,000 or to imprisonment for a term not exceeding 12 months, or to both such fine and imprisonment.

(2) In a proceedings for an offence under subregulation (1), it shall be a defence for the shipowner or the master to prove that he did not have control of the matter to which the offence or he did not have responsibility for that aspect of the operation of the ship and that regulation was complied with.

SCHEDULE

[Regulation 7(1)]

NATIONAL REQUIREMENTS PART 1 - MINIMUM REQUIREMENTS FOR A SEAFARER TO WORK ON A SHIP

1. Minimum Age.

- (1) The minimum age of employment of a seafarer shall be 16 years old.
- (2) The employment of or work carried out by young crew members with activities which may place their health or safety at risk shall be prohibited.

(3) In accordance with subparagraph (1), young crew members shall not be employed or assigned with work—

- (i) which is beyond their physical or mental ability;
 - (ii) in which they are exposed to moral dangers;
 - (iii) which entail accident risks where it is to be presumed that young crew members are unable to recognise or avert them because of a lack of safety consciousness or experience;
 - (iv) in which their health is endangered by exceptional heat or cold or excessively wet conditions;
 - (v) in which they are exposed to harm from noise, vibrations or radiation;
 - (vi) in which they are exposed to harm from hazardous substances above acceptable limits; and
 - (vii) in which they are exposed to harm from biological agents above acceptable limits.
- (4) Subparagraphs (3)(iii) to (vii) shall not apply to young crew members insofar as it is necessary to achieve the objective of their training—
- (i) unless they are protected by the appropriate supervision;
 - (ii) the air pollution limit regarding hazardous substances in accordance with the relevant laws has not reached.
- (5) The master shall take the necessary precautions and issue requisite orders for the protection of young crew members against dangers to life, limb and health, as well as to avoid harm to their physical or mental and emotional development, while considering—

- (i) the lack of safety consciousness and experience, as well as of the state of development of young crew members; and
- (ii) the generally recognised regulations on safety and occupational health regulations, as well as of the other established knowledge in the field of work science.
- (6) The master shall in particular examine in the case of the following activities whether work by young crew members is ruled out in accordance with subparagraph (5) —

- (i) lifting, moving or carrying heavy loads or objects;
- (ii) entering boilers, tanks and cofferdams;
- (iii) operating winches and other power-driven devices and tools or working as a signaller for communication with the persons who operate such devices;
- (iv) handling mooring lines, towing cables or anchor gear;
- (v) rigging work;
- (vi) working at heights or on deck in poor weather;
- (vii) watch keeping during the night;
- (viii) maintaining of electrical systems and devices;
- (ix) cleaning kitchen devices; or
- (x) operating ships' boats or taking responsibility for these.

(7) The master shall, prior to young crew members taking up work and in case of a major change to the working conditions, assess the hazards to young crew members associated with the work.

(8) The master shall, prior to young crew members taking up work, and in case of a major change to the working conditions, provide instructions to the young crew members about the accident and health risks to which they are exposed during work, as well as about the facilities and measures for averting these dangers.

(9) The master shall, prior to young crew members first taking up work at machines and dangerous workplaces or engage in work in which they come into contact with substances that are harmful to health, instruct the young crew members on the particular risks posed by this work and of the conduct to be practiced when carrying it out and repeat such instructions at suitable intervals, at least on a six-monthly basis.

(10) In relation to crew members who are not employed by the shipowner, the employer or trainer of such crew members and the master shall together ensure compliance of the provisions of subparagraphs (1) to (9) and the employer, the trainer or the person representing the employer shall, in place of the master, be responsible on board to give orders to such crew members for occupational safety and health with the consent of the master.

2. Medical certification —

(1) Every shipowner shall ensure that prior to beginning work on a ship, all seafarers hold a valid medical certificate attesting that they are medically fit to perform the duties they are to carry out at sea.

(2) A valid medical certificate is a certificate that is issued to a seafarer in accordance with the standards in Regulation I/9 of the STCW Convention and is issued by Seychelles or by another member state which is a signatory to the STCW Convention.

(3) Standards A.1.2 paragraphs 3 to 10 of the Convention shall apply to medical examinations, medical certificates and the validity of certificates.

(4) In cases where a seafarer's medical certificate has expired and it is impracticable to obtain another, the Administration may on application from the shipowner, permit the seafarer to sail for a period not exceeding 3 months provided that the seafarer's previous medical certificate has expired no more than 3 months previously.

(5) A medical practitioner carrying out medical examinations and issuing certificates on behalf of the Administration shall comply as a minimum with the following requirements—

- (i) be a licensed physician;
- (ii) be experienced in general and occupational medicine or maritime occupational medicine;
- (iii) have knowledge of the living and working conditions on board ships, gained either through special instruction or through personal experience of seafaring;
- (iv) be familiar with the guidelines contained in ILO/WHO Guidelines for Conducting Pre Sea and Periodic Medical Fitness examinations for Seafarers (ILO/WHO/D.2/1997);
- (v) remain absolutely professionally independent from employers, workers and their representatives in exercising their medical judgment in terms of the medical examination procedures; and
- (vi) be familiar with the World Health Organisation Publication, The International Medical Guide for Ships, and other applicable medical guide for use on ships.

3. Training—

(1) Subject to subparagraph (2), every seafarer employed on a Seychelles ship in a position which is covered by the STCW Convention shall be trained and certificated in accordance with the requirements of that Convention as appropriate to his role on board.

(2) A seafarer whose role on board is not covered by the certification and training provisions of the STCW Convention shall receive familiarisation, personal safety on board training and instruction appropriate to their role on board before commencing work on board.

4. Recruitment—

(1) The operator of every private seafarer recruitment and placement service in Seychelles, the primary purpose of which is the recruitment and placement of seafarers or which recruits and places a significant number of seafarers, shall ensure such a service is operated only in conformity with a licence issued by the Administration.

(2) The Administration shall establish, modify or change such a system of licensing only after consultation. In the event of doubt as to whether this paragraph applies to a service, the question shall be determined by the Administration after consultation.

(3) Subparagraphs (1) and (2), to the extent determined by the Administration to be appropriate after consultation shall apply to any recruitment and placement services operated by a seafarers' organisation in Seychelles for the supply of seafarers who are nationals of Seychelles to ships which fly its flag.

(4) A service referred to in subparagraph (3) is—

- (i) one which is operated pursuant to a collective bargaining agreement between that organization and a shipowner;
- (ii) in relation to which both the seafarers' organization and the shipowner are based in Seychelles; and
- (iii) one in which the Administration has authorised the collective bargaining agreement permitting the operation of the recruitment and placement service.

(5) The operator shall ensure that a service referred to in subparagraph (3) is operated in an orderly manner and shall put in place measures to protect and promote seafarers' employment measures comparable to the protection provided by subparagraph (7).

(6) Any seafarer recruitment and placement service shall not—

- (i) use means, mechanisms or lists intended to prevent or deter seafarers from gaining employment for which they are qualified, or
- (ii) require that fees or other charges for seafarer recruitment or placement or for providing employment to seafarers be borne directly or indirectly, in whole or in part, by the seafarer, other than 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.

(7) A seafarer recruitment and placement service in Seychelles shall—

- (i) maintain an up-to-date register of all seafarers recruited or placed through them, to be available for inspection by the Administration;
- (ii) make sure that seafarers are informed of their rights and duties under their employment agreements prior to or in the process of engagement and that proper arrangements are made for seafarers to examine their employment agreements before and after they are signed and for them to receive a copy of the agreements;
- (iii) verify that seafarers recruited or placed by them are qualified and hold the documents necessary for the job concerned, and that the seafarers' employment agreements are in accordance with applicable laws and regulations and any collective bargaining agreement that forms part of the employment agreement;
- (iv) make sure, as far as is practicable, that the shipowner has the means to protect seafarers from being stranded in a foreign port;

- (v) examine and respond to any complaint concerning their activities and advise the competent authority of any unresolved complaint; and
- (vi) establish a system of protection, by way of insurance or an equivalent appropriate measure, to compensate seafarers for monetary loss that they may incur as a result of the failure of a recruitment and placement service or the relevant shipowner under the seafarers' employment agreement to meet its obligations to them.

(8) A shipowner, who use seafarer recruitment and placement services that are based in countries or territories in which the Convention does not apply, shall ensure, as far as practicable, that such services conform to the requirements set out in Standard A1.4. of the Convention and such shipowner shall have evidence to demonstrate that the shipowner has taken adequate steps to verify this.

(9) The Administration shall closely supervise and control recruitment and placement services and ensure adequate machinery for handling complaints against the activities of such services.

PART 2 - CONDITIONS OF EMPLOYMENT

5. Employment agreements—

- (1) The shipowner shall ensure that every seafarer has a seafarer's employment agreement that is agreed to and signed in accordance with the requirements in sub-paragraphs (a) to (e) of paragraph 1 of Standard A.2.1 of the Convention.
- (2) A collective bargaining agreement may form all or part of a seafarer's employment agreement provided that, if it does, a copy is available onboard in English.
- (3) A Seychelles Seafarer's Book may be used as the record of employment on board provided that no statement as to the quality of a seafarer's work or wages shall be included.

(4) In the event that a seafarer does not hold a Seychelles Seafarer's Record Book or wishes the record to be made elsewhere, it may be entered in a seaman's record book from another administration, if held by the seafarer, or may be contained in a certificate of discharge issued by the master provided that the requirements as to content in subparagraph (3) shall apply.

(5) Every Seafarer's Employment Agreement shall contain the particulars set out in sub-paragraphs (a) to (j) of paragraph 4 Standard A.2.1 of the Convention.

(6) The duration of the minimum notice periods to be given by seafarers and shipowners on ships for the early termination of a seafarer's employment agreement shall be seven days.

(7) A seafarer shall be entitled to terminate an employment agreement without notice and without penalty and in accordance with any collective bargaining agreement that is in place —

(i) on compassionate grounds where there has occurred the death of, a partner or a child, or the death or serious illness of a parent in the case of a single seafarer;

(ii) if the ship is detained for non-compliance with any provisions of the Convention, or the Safety Of Life At Sea Convention or the Load Line Convention and has remained so detained for a period of 30 days;

(iii) if the ship in which he is serving is arrested and remains under arrest for a period of 30 days; or

(iv) if the vessel in which he or she is serving is about to sail into a war like area as defined by the Joint War Committee and to which the seafarer does not consent to go.

(8) A shipowner may terminate a seafarer's employment agreement without notice, or on less than 7 days notice, on any occasion when —

(i) the ship is sold;

(ii) the ship is lost;

(iii) the seafarer is unable to continue to perform his or her duties on board as a result of injury or illness; or

(iv) it is established through an agreed disciplinary process that the seafarer is incompetent or has been involved in serious misconduct.

(9) A seafarer shall be provided with a copy of the on-board complaint procedures applicable on the ship, which shall include —

(i) contact information for the competent authority in the flag State;

(ii) contact information for the competent authority in the seafarer's country of residence,

the name of a person or persons on board the ship who can, on a confidential basis, provide seafarers with impartial advice on their complaint and otherwise assist them in following the complaint procedures available to them on board the ship.

6. Payment of wages —

(1) The words and expression associated with wages and the calculation and payment of wages used but not defined in this Schedule, shall have the meanings assigned to those words and expression in Guideline B.2.2.1 and B.2.2.2 of the Convention.

(2) The payments of wages due to seafarers shall be made at no greater than monthly intervals and in accordance with the seafarer's employment agreement and with any collective bargaining agreements.

(3) The seafarers shall be given a monthly account of the payments due and the amounts paid and the account shall specify at least —

(i) wages;

(ii) additional payments; and

(iii) the rate of exchange used where the payment has been made in a currency or at a rate different from the one agreed to.

(4) The seafarers shall be provided with an appropriate means to transmit all or part of their earnings to their families or dependents or legal beneficiaries in accordance with the measures referred to in paragraph 4 of Standard A2.2 of the Convention.

(5) The rate of currency exchange associated with the measures to transmit wages in subparagraph (4) shall be the rates set and published internationally for currency transactions on the day of transmission and any charges for the service shall be reasonable and shall not include any charges in excess of those charged by the banks making the transactions.

(6) For the purposes of the calculation of wages and payment of wages the requirements in Guideline B 2.2.2 paragraphs 1, 2, 3 and 4 of the Convention shall apply and unless provided otherwise in an applicable collective bargaining agreement—

(i) the normal hours per week for calculating basic pay shall be 48;

(ii) open overtime rate shall not be less than 125 percent of the basic hourly rate computed based on 208 regular working hours per month; and

(iii) guaranteed or fixed overtime shall not be less than 30 percent of the basic monthly salary of the seafarer.

(7) The fixed rate overtime referred to in subparagraph (6)(iii) shall include overtime work performed on Sundays and holidays but shall not exceed eighty five hours a month.

7. Hours of rest—

(1) Hours of rest means time outside hours when the seafarers are required to do work on account of the ship and does not include short breaks of less than one hour.

(2) Every seafarer shall be entitled to minimum hours of rest of not less than—

(i) 10 hours in any 24-hour period; and

(ii) 77 hours in any seven-day period.

(3) The hours of rest may be divided into no more than two periods, one of which shall be at least six hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.

(4) Time when a seafarer is on call may be regarded as rest time provided that he is not called to work during that time and if he is called to work during the time on call he shall be provided with adequate compensatory rest.

(5) Musters, lifeboat drills, security drills and other drills and training exercises required by Seychelles laws and by the applicable maritime conventions shall be arranged in such a manner as to minimize the disturbance to hours of rest and to avoid fatigue.

(6) The Administration may, after consultation, agree and approve a collective bargaining agreement that varies from the standards in subparagraphs (2) and (3) to allow for more frequent or longer leave periods, or the grant of compensatory leave for seafarers working on board ships on short voyages provided that the agreement follows the intent of the standard.

(7) The seafarers who are engaged as Watchkeeping officers or as ratings forming part of a watch or whose duties involve designated safety, prevention of pollution, or security duties maybe exempted from the requirements of subparagraph (3) provided that—

(i) they receive not less than 70 hours rest in any 7 day period;

(ii) any exception shall not persist for more than 2 consecutive weeks; and

(iii) the period between any two periods of exception is not less than the period of exception.

(8) The seafarers who are engaged as Watchkeeping officers or as ratings forming part of a watch or whose duties involve designated safety, prevention of pollution, or security duties may exceptionally have the hours of rest in subparagraph (2) divided into more than two periods, but no more than 3 periods, provided that —

- (i) one period is at least 6 hours in length and the other two are not less than 1 hour;
- (ii) the intervals between consecutive periods of rest are not more than 14 hours; and
- (iii) any exception under this paragraph does not extend beyond two 24 hour periods in any 7 day period.

(9) Nothing in subparagraphs (2), (3) or (8) shall be deemed to impair the right of the master of a ship to require a seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea and the master may suspend the schedule of hours of work or hours of rest and require a seafarer to perform any hours of work necessary until the normal situation has been restored and as soon as practicable after the normal situation has been restored, the master shall ensure that any seafarers who have performed work in a scheduled rest period are provided with an adequate period of rest.

(10) A table of the shipboard working arrangements shall be posted in accordance with Standard A2.3 paragraph 10 of the Convention which shall be in English and in the working language of the ship where that language is not English, and in the format published by the IMO/IL0 in the Guidelines for the Development of Tables of Seafarers' Shipboard Working Arrangements and Formats of Records of Seafarers' Hours of Work or Hours of Rest or in a format recognisably similar.

(11) The records of seafarers' daily hours of rest, in the format published by the IMO/IL0 in the Guidelines for the Development of Tables of Seafarers' Shipboard Working Arrangements and Formats of Records of Seafarers' Hours of Work or Hours of Rest or in a format recognisably similar, shall be maintained and copies kept on board for a period of 3 years.

(12) Each seafarer shall receive a copy of the records pertaining to him which shall be endorsed by the master, or a person authorised by the master, and by the seafarer.

8. Leave —

(1) The seafarers on ships shall be entitled to paid annual leave amounting to a minimum of 2.5 calendar days per month of employment paid at the seafarer's normal basic rate of pay or the rate specified in any collective bargaining agreement where that is higher.

(2) The justified absences from work, periods off work due to illness or injury arising from work on board, and attendance at approved maritime training courses or for maternity shall not be considered annual leave and shall be counted as part of the period of service for the purpose of calculation of annual leave entitlement.

(3) Temporary shore leave granted to a seafarer and Seychelles public holidays shall not be counted as part of leave with pay.

(4) Any agreement to forgo the minimum annual leave with pay is prohibited.

(5) The seafarers shall be granted shore leave whenever possible and where the operational requirements of their position on board permits it and shore leave shall not be counted against the requirement of annual leave.

(6) A female seafarer is entitled 14 weeks' paid maternity leave of which not less than 12 weeks shall be taken after the date of confinement, and to 4 weeks' unpaid maternity leave to be taken either before or after paid maternity leave.

(7) Where a female seafarer, at any time during her pregnancy, is medically certified as unfit for work on grounds of illness, or of disability arising out of pregnancy or confinement, she is entitled to sick leave in accordance the rules governing the leave.

(8) Where a female seafarer, at any time during her pregnancy, is medically certified to the effect that she is unfit for the particular duties for

which she was engaged but may perform alternative duties, she shall, on her request instead of sick leave, be allowed to perform such alternative duties ashore.

(9) Where a female seafarer is under a contract for a fixed term her eligibility to maternity leave under subregulation (6) ends upon the date of expiry of the contract.

9. Repatriation —

(1) Every ship subject to these regulations shall have financial security which covers the cost of repatriation of seafarers in accordance with these regulations.

(2) The seafarers are entitled to repatriation at no cost to themselves—

- (i) when the seafarer's employment agreement expires while the seafarer is abroad;
- (ii) when the seafarer's employment agreement is terminated by the employer in accordance with its terms;
- (iii) when the seafarer's employment agreement is terminated by the seafarer for justified reasons;
- (iv) in the event of illness or injury or other medical condition which requires their repatriation when found medically fit to travel;
- (v) in the event of shipwreck;
- (vi) in the event of the shipowner not being able to continue to fulfill his or her legal or contractual obligations as an employer of the seafarers by reason of insolvency, sale of ship, change of ship's registration or any other similar reason; and

(vii) in the event of a ship being bound for a war zone, as specified by the Joint War Committee or seafarers' employment agreements, to which the seafarer does not consent to go.

(3) The maximum duration of service periods on board following which a seafarer is entitled to repatriation in accordance with subparagraph (2)(iii) shall be specified in his or her employment agreement, but in every case shall not exceed 12 months.

(4) The costs to be borne by a shipowner for repatriation under subparagraph (2) shall include the following—

- (i) passage to the repatriation destination;
 - (ii) accommodation and food from the moment the seafarer leaves the ship until he reaches the repatriation destination;
 - (iii) pay and allowances from the moment the seafarer leaves the ship until he reaches the repatriation destination;
 - (iv) transportation of 30 kg of the seafarer's personal luggage to the repatriation destination; and
 - (v) medical treatment when necessary until the seafarer is medically fit to travel to the repatriation destination.
- (5) The repatriation destination shall be the place where the seafarer was recruited unless the employment agreement specifies otherwise or the seafarer and the shipowner agree an alternative and the mode of transport to that destination shall normally be by air.
- (6) The seafarers shall not be required to make any contribution towards the cost of repatriation at the commencement of, or in advance of, their employment and the costs of repatriation shall not be recovered from a seafarer's wages or other entitlements except in a case where the seafarer is found to have been in serious default of his employment obligations.

(7) Nothing in this Schedule shall prejudice the right of a shipowner to recover the cost of repatriation under third party contractual arrangements.

(8) If a shipowner fails to make arrangements for, or to meet the cost of repatriation of seafarers serving in an Seychelles ship who are entitled to be repatriated—

(i) the Administration shall arrange for the repatriation of the seafarers involved; and

(ii) costs incurred by the Administration in meeting the obligation under this subparagraph shall be recoverable from the shipowner.

(9) The expense of repatriation shall in no case be a charge upon seafarers except as provided in subparagraph (6).

(10) The right of repatriation in accordance with these regulations shall not be refused because of the financial circumstances of a shipowner or because of a shipowner's inability or unwillingness to replace a seafarer.

(11) If the Administration has repatriated a seafarer pursuant to subparagraph (8) and costs incurred have not been recovered, it may arrest the ship until such costs are reimbursed, subject to any provisions in the Act relating to arrest of ships.

(12) Where the details of requirements governing repatriation are not set out exactly in the seafarer's employment agreement, each seafarer shall have access at anytime and in an appropriate language, to the Seychelles provisions in these regulations.

(13) The Administration shall facilitate the repatriation of seafarers serving on ships which call in Seychelles' ports or pass through its territorial or internal waters, as well as their replacement on board.

10. Seafarer's Compensation—

(1) In the case of loss or foundering of a ship, the shipowner shall indemnify each of the seafarers on board against the unemployment caused by

(vii) in the event of a ship being bound for a war zone, as specified by the Joint War Committee or seafarers' employment agreements, to which the seafarer does not consent to go.

(3) The maximum duration of service periods on board following which a seafarer is entitled to repatriation in accordance with subparagraph (2)/(iii) shall be specified in his or her employment agreement, but in every case shall not exceed 12 months.

(4) The costs to be borne by a shipowner for repatriation under subparagraph (2) shall include the following—

(i) passage to the repatriation destination;

(ii) accommodation and food from the moment the seafarer leaves the ship until he reaches the repatriation destination;

(iii) pay and allowances from the moment the seafarer leaves the ship until he reaches the repatriation destination;

(iv) transportation of 30 kg of the seafarer's personal luggage to the repatriation destination; and

(v) medical treatment when necessary until the seafarer is medically fit to travel to the repatriation destination.

(5) The repatriation destination shall be the place where the seafarer was recruited unless the employment agreement specifies otherwise or the seafarer and the shipowner agree an alternative and the mode of transport to that destination shall normally be by air.

(6) The seafarers shall not be required to make any contribution towards the cost of repatriation at the commencement of, or in advance of, their employment and the costs of repatriation shall not be recovered from a seafarer's wages or other entitlements except in a case where the seafarer is found to have been in serious default of his employment obligations.

(7) Nothing in this Schedule shall prejudice the right of a shipowner to recover the cost of repatriation under third party contractual arrangements.

(8) If a shipowner fails to make arrangements for, or to meet the cost of repatriation of seafarers serving in an Seychelles ship who are entitled to be repatriated —

(i) the Administration shall arrange for the repatriation of the seafarers involved; and

(ii) costs incurred by the Administration in meeting the obligation under this subparagraph shall be recoverable from the shipowner.

(9) The expense of repatriation shall in no case be a charge upon seafarers except as provided in subparagraph (6).

(10) The right of repatriation in accordance with these regulations shall not be refused because of the financial circumstances of a shipowner or because of a shipowner's inability or unwillingness to replace a seafarer.

(11) If the Administration has repatriated a seafarer pursuant to subparagraph (8) and costs incurred have not been recovered, it may arrest the ship until such costs are reimbursed, subject to any provisions in the Act relating to arrest of ships.

(12) Where the details of requirements governing repatriation are not set out exactly in the seafarer's employment agreement, each seafarer shall have access at anytime and in an appropriate language, to the Seychelles provisions in these regulations.

(13) The Administration shall facilitate the repatriation of seafarers serving on ships which call in Seychelles' ports or pass through its territorial or internal waters, as well as their replacement on board.

10. Seafarer's Compensation —

(1) In the case of loss or foundering of a ship, the shipowner shall indemnify each of the seafarers on board against the unemployment caused by

the loss, at the basic rate of the wages he would have earned up to a maximum of two months wages

(2) Nothing in subparagraph (1) shall prejudice any other rights a seafarer may have for losses or injuries arising from a ship's loss or foundering.

(3) The shipowner of a Seychelles flagged ship shall provide the Administration with evidence of financial security to ensure that seafarers are duly repatriated.

(4) The financial security under subparagraph (3) shall be a bond or guarantee through an association of shipowners or other financial security.

11. Manning —

(1) All ships shall have a sufficient number of seafarers on board in the appropriate positions to ensure that they are operated safely, efficiently and with due regard to security under all conditions.

(2) A ship shall be deemed to be manned by a crew that is adequate, in terms of size and qualifications when it is manned in accordance with the safe manning document such as the Minimum Safe Manning Certificate issued by the Administration.

PART 3 - ACCOMMODATION, RECREATIONAL FACILITIES, FOOD AND CATERING

12. Accommodation —

(1) All ships shall, subject to subparagraph (6), meet such standards so as to ensure that any accommodation for seafarers, working or living on board is safe and decent.

(2) The crew accommodation standards relating to ship construction, equipment and recreational facilities in ships for which the keels are laid, or which are at a similar stage of construction, on or after the date on which the Convention for Seychelles comes into force shall be as a minimum in accordance with Standard A3.1 paragraphs 6 to 17 of the Convention.

(3) For ships constructed prior to the commencement of these regulations, in so far as requirements relating to ship construction and equipment that were applicable to Seychelles flag vessels shall continue to apply to the extent that they were applicable, on or prior to that date, under the Seychelles law or practice concerned and the ship shall be deemed to have been constructed on the date when its keel is laid or when it is at a similar stage of construction.

(4) A ship to which subparagraph (2) applies shall comply with the Guidelines in Part B.3.1 of the Convention as the national standards in so far as giving effect to the Standards A.3.1 paragraphs 6 to 17 of the Convention are concerned and with any directives or other guidance that is issued from time to time on the interpretation of those Guidelines and the technical standards required.

(5) Unless expressly provided otherwise, any requirement under an amendment to the Convention relating to the provision of seafarers accommodation and recreational facilities shall apply only to ships constructed on or after the amendment takes effect for the Seychelles.

(6) On any occasion when a ship is first registered or when the seafarers accommodation is substantially altered an inspection of the accommodation and facilities provided for seafarers shall be carried out by the Administration or by a Recognised Organisation on behalf of the Administration to verify compliance with the standards specified in this Schedule.

(7) In the case of ships where there is need to take account, without discrimination, of the interests of seafarers having differing and distinctive religious and social practices, the Administration may, after consultation, permit fairly applied variations in respect of subparagraphs (2) and (3).

(8) The Administration may, after consultation, exempt ships of less than 200 gross tons from the requirements enumerated in Standard A 3.1(20) of the Convention but shall only do so in particular circumstances in which such exemption can be clearly justified on strong grounds and subject to protecting the seafarers' health and safety on condition that such variations do not result in overall facilities less favourable than those which would result from the application of these provisions.

(9) Every master of a Seychelles ship shall ensure that regular inspections, at not more than monthly intervals, are made of the accommodation provided for seafarers to verify that it remains clean, decently habitable, and maintained in a good state of repair and any defects that are discovered during an inspection shall be rectified promptly and the results of each inspection, including any defects that are found, shall be recorded and the records of inspections shall be retained on board for at least 3 years and available for inspection to any inspector.

13. Food and catering —

(1) Every ship shall carry on board and serve food and drinking water, having regard to the number of seafarers on board and the duration of the voyage, of appropriate quality, nutritional value, variety and quantity that adequately covers the requirements of the ship and takes into account differing cultural and religious backgrounds.

(2) The food and drinking water provided to seafarers during their engagement on board shall be at no charge to the seafarers.

(3) Every shipowners shall ensure that the organisation of the catering department and the equipment provided is such that adequate, varied, and nutritious meals are prepared and served in hygienic conditions.

(4) Every ship operating with manning level of 10 persons or more shall carry a competent and qualified ships cook.

(5) A cook shall be qualified if he is 18 years of age or more and he—
(i) has attended a training course at an approved school of cookery and passed an approved examination for ship's cooks; or

(ii) has served at sea for at least one month and also received training in handling foods, storage of foods onboard ships and hygiene in the galley and food preparation areas; or

(iii) possesses the approved qualifications in cookery valid in a commercial cooking establishment.

(6) "Approved" in subparagraph (5)(i) or (iii) means approved by the Administration or by the maritime administration of another state party to the Convention.

(7) On a ship operating with a prescribed manning of less than ten and which does not carry a cook the shipowner shall ensure that any one processing food in the galley is trained or instructed in areas including food and personal hygiene as well as handling and storage of food on board ship.

(8) In any case where due to exceptional circumstances a qualified cook is not available, or has been required to leave a ship in which a qualified cook is required, the Administration may issue a dispensation permitting another person to serve as cook for a period not exceeding one month or until the next suitable port whichever occurs first provided that the person taking on the role of cook has received instruction or training in food and personal hygiene and the handling and storage of food on board.

(9) The master of every Seychelles ship shall ensure that monthly inspections are carried out of—

- (i) supplies of food and drinking water,
- (ii) spaces and equipment used for the storage and handling of food and drinking water, and
- (iii) galleys and other equipment for the preparation and service of meals.

(10) The defects that are discovered during an inspection shall be rectified promptly and the results of each inspection, including any defects that are found, shall be recorded and the records of inspections shall be retained on board for at least 3 years and available for inspection to any inspector.

PART 4 - HEALTH PROTECTION, MEDICAL CARE, WELFARE AND SOCIAL PROTECTION

14. *Medical care on board and ashore.*

(1) Every seafarer on board a Seychelles ship shall be provided, wherever practical and where necessary, with an opportunity to visit a doctor or a dentist without delay in any port of call.

(2) The medical care, necessary dental care and health protection services provided to seafarers on board, or in a foreign port shall, be provided at no cost to the seafarers.

(3) Whenever it is necessary for a ship to arrange medical treatment for seafarers ashore the ship's master shall use a standard medical report form such as that contained in the International Medical Guide for Ships or in the Ship Captain's Medical Guide or a similar publication to facilitate the treatment of the seafarers and such records, when completed, shall remain confidential.

(4) The shipowner shall provide medical care, including dental care and health protective measures for seafarers during their time on board.

(5) Every ship shall comply with Standard A4.1, paragraph 4, subparagraphs (a) to (c) of the Convention.

(6) The Administration shall ensure by a prearranged system that medical advice by radio or satellite communication to ships at sea, including specialist advice, is available 24 hours a day; medical advice, including the onward transmission of medical messages by radio or satellite communication between a ship and those ashore giving the advice, shall be available free of charge to all ships irrespective of the flag that they fly.

(7) A Seychellois seafarer shall be entitled to the same social security protection as onshore workers such as—

- (i) medical care;
- (ii) sickness benefit;
- (iii) unemployment benefit;
- (iv) old-age benefit;
- (v) employment injury benefit;
- (vi) family benefit;
- (vii) maternity benefit;

as provided for by the Agency for Social Protection under the Social Protection Act, 2011 or any other authority that administers social security protection as may be designated from time to time.

16. Health and safety protection —

(1) Every shipowner shall put in place measures intended to ensure the health and safety of seafarers and the provision of a working environment onboard any ship for which they are responsible in which the occupational health of seafarers is protected and which is safe, clean, and hygienic.

(2) Without prejudice to the shipowner's responsibility under subparagraph (1), the matters to which that responsibility extends shall include in particular and so far as is practicable —

- (i) the provision and maintenance of plant, machinery and equipment, and systems of work that are safe and without risk to health;
- (ii) arrangements for ensuring safety and absence of risk to health in connection with the use, handling, stowage and transport of articles and substances;
- (iii) the provision to the seafarers of such information, instruction, training and supervision as is necessary to ensure the health and safety of persons aboard ship;
- (iv) the provision of on-board programmes on accident prevention;
- (v) the maintenance of all places of work in the ship in a condition that is safe and without risk to health; and
- (vi) the provision and maintenance of an environment aboard ship that is safe and without risk to health.

(3) It shall be the duty of every shipowner to prepare and, as often as maybe appropriate, revise a written statement of his general policy with respect to the health and safety aboard ship and the arrangements for the time being in force for carrying out that policy, and to bring the statement and any revision of it to the notice of seafarers.

(4) For ships registered in Seychelles, the standards and practices required for occupational health, risk analysis, safe working practices and measures to reduce the risk of exposure to harmful levels of ambient factors and chemicals and the risk of injury or disease shall be those set out in —

- (i) the ILO Code Accident prevention onboard ships at sea and in Port 1996,
 - (ii) the Code of Safe Working Practices for Merchant Seamen prescribed by the MCA (UK), or any other comparable system established by a flag state; and
 - (iii) such other guidance as the Administration may specify from time to time in the form of directive or other official guidance.
- (5) Every Seychelles ship shall carry on board an up to date copy of the Code of Safe Working Practices for Merchant Seamen which may be in paper format or in electronic format provided that all the seafarers have access at anytime to its content appropriate to their roles on board.
- (6) No shipowner shall levy or permit to be levied on any seafarer any charge in respect of anything done in pursuance of subparagraph (2) or (4).
- (7) The master of a ship shall, all accidents, injuries, diseases and marine casualties, including —
- (i) the death of, or serious injury to, a person;
 - (ii) the loss of a person from a ship;
 - (iii) the loss, presumed loss or abandonment of a ship;

- (iv) material damage to a ship;
- (v) the stranding or disabling of a ship, or the involvement of a ship in a collision;
- (vi) material damage to marine infrastructure external to a ship, that could seriously endanger the safety of the ship, another ship or an individual; or
- (vii) severe damage to the environment, or the potential for severe damage to the environment, brought about by the damage of a ship or ships,

occurring on board any Seychelles ship, report to the Administration at the earliest possible opportunity and in any event no later than 48 hours from its occurrence taking into account the requirements of the Marine Accident Investigation Board and the Administration.

(8) The Administration shall ensure that occupational accidents, injuries, diseases are adequately reported, taking into account the guidance provided by the International Labour Organisation's Maritime Safety Committee Resolution 255(84) adopted in 2008 with respect to the reporting and recording of occupational accidents and diseases.

(9) A standard medical report form shall be adopted by the shipowner, and that form shall be used by the ships' master.

(10) In every Seychelles ship in which there are 5 or more seafarers, the shipowner shall establish a Safety Committee which includes representatives from departments on board.

(11) The Safety Committee established under subparagraph (10) shall have the authority, and the seafarer representatives on it shall have the duties and authority, set out in the Code of Safe Working Practices and the committee shall meet at the intervals set out in the Code and perform the functions set out in the Code.

PART 5 - COMPLIANCE AND ENFORCEMENT

17. Recognised organisation —

(1) The Administration may recognise, any Classification Societies, member of the International Association of Classification Societies (IACS), on being satisfied that such Society is capable of being function as required by Regulation 5.1.2 of the Convention, as recognised organisations for the conduct of inspections and the issue of certification in accordance with these regulations.

(2) The Administration may from time to time authorise the recognised organisations and enter into an agreement with them.

(3) The recognised organisations referred to in subparagraph (1) shall have the authority defined in the agreement between them and the Administration and shall, in particular, have power to require the rectification of deficiencies that its surveyors identify in seafarer's working and living conditions.

18. Certification —

(1) Except as provided in subparagraph (2), every Seychelles ship of 500 GT or over engaged in international voyages or operating from a port, or between ports, in another country shall carry —

- (i) a valid Maritime Labour Certificate; and
- (ii) a Declaration of Maritime Labour Compliance,

conforming to the model in the convention.

(2) An interim maritime labour certificate valid for not more than 6 months may be issued to a ship in accordance with Standard A5.1.3 of the Convention, when —

- (i) it is a new ship on its delivery;
- (ii) it is a ship that has changed from another flag to Seychelles flag; or

- (iii) a shipowner assumes responsibility for the operation of the ship when the ship is new to him.
- (3) A vessel of less than 500 GT need not carry a Maritime Labour Certificate and declaration of maritime labour compliance but may elect to do so.
- (4) A Maritime Labour Certificate shall —
- (i) be issued by the Administration and recognised organisation with a validity period of 5 years; and
- (ii) be subject to an intermediate inspection by the Administration and the recognised organisation which shall take place within the second and third anniversary dates of the certificate.
- (5) The “anniversary date” in subparagraph (4)(ii) means the day and month of each year which will correspond to the date of expiry of the Maritime Labour Certificate.
- (6) A Declaration of Maritime Labour Compliance Part I is issued by the Administration.
- (7) A Declaration of Maritime Labour Compliance Part II is issued jointly by the shipowner with the approval of the Administration.
- (8) The Declarations of Maritime Labour Compliance issued under Part I and Part II are valid for an indefinite period, except —
- (i) if changes occur in respect to the Declaration of Maritime Labour Compliance Part II, the Administration shall inform the shipowner immediately and issue new declaration in so far as requirements have been met; and
- (ii) in case of substantive changes applicable to the Declaration of Maritime Labour Compliance Part II, the shipowner shall re-submit the declaration for approval to the Administration.

- (9) A Maritime Labour Certificate and Declaration of Maritime Labour Compliance issued by the Administration shall cease to be valid —
- (i) if any of the inspections are not completed within the periods specified in the Convention;
- (ii) if the certificate is not endorsed in accordance with the Convention;
- (iii) if the ship changes flag to another flag;
- (iv) when the shipowner ceases to have the responsibility for the operation of the ship; or
- (v) when substantial changes are made to the structure or equipment covered by Title 3 of the Convention.
- (10) The Administration or a recognised organisation on its behalf may withdraw a Maritime Labour Certificate from any Seychelles ship, taking into account the seriousness or the frequency of any deficiencies if there is evidence that the ship concerned does not comply with the requirements of the Convention and these Regulations and any required corrective action has not been taken.
- (11) Without prejudice to Part XI of the Act, the appointment of inspectors for the verification that the measures relating to working and living conditions as set out in the declaration of maritime labour compliance, where applicable, are being followed, and that the requirements of this Convention are met, and the conduct of such inspections, shall be in accordance with Standard A5.1.4 of the Convention.
- (12) Nothing in paragraph 7(c) of Standard A5.1.4 of the Convention shall affect any right of appeal to the Supreme Court against administrative action.
- (13) If the shipowner proves that there was no reasonable cause for action taken by an inspector, the shipowner shall be entitled to claim compensation for loss or damage caused by the action.

19. Complaints—

- (1) No person shall victimise any seafarer for filing a complaint.
- (2) Any person who contravenes subparagraph (1) commits an offence and is liable on conviction to a fine of SCR 10,000 and to imprisonment for term not exceeding 12 months, or to both such fine and imprisonment.
- (3) Every shipowner shall develop an internal complaints procedure that is available to all the seafarers on board ships for which he is responsible.
- (4) The internal complaint procedure under subparagraph (3) shall—
 - (i) seek to resolve complaints at the lowest level possible but shall not prevent a seafarer from making a complaint directly to the ship's master or to the Administration or the appropriate external authorities if the seafarer considers it necessary or appropriate;
 - (ii) provide for the seafarer making a complaint to have the right to be accompanied or represented during the procedure; and
 - (iii) include safeguards against victimisation of any seafarer making a complaint where victimisation includes any adverse action taken against a seafarer by any person following a complaint which is not malicious or vexatious.
- (5) The internal complaint complaints procedure shall ensure that—
 - (i) complaints are addressed to the head of the department in which the seafarer works or to his superior officer;
 - (ii) resolution is attempted by the head of department or the senior officer, within 48 hours, whenever practicable;

- (iii) when resolution by the head of department or the senior officer is not successful the seafarer can take the matter to the master who shall deal with it within a stated period which shall not exceed 48 hours;
- (iv) any seafarer making a complaint is allowed to be accompanied and to be represented by another seafarer of their choice onboard the ship;
- (v) all complaints and the decisions made are recorded and a copy of the record is made available to the seafarer concerned;
- (vi) when a complaint cannot be resolved on board the complaint is referred to the shipowner or his representative ashore who shall resolve the matter within one month; and
- (vii) on-board complaint procedures are without prejudice to the seafarer's right to seek redress through other legal means as seafarer considers appropriate.
- (6) Every seafarer shall be provided with a copy of the on-board complaints procedure put in place by the shipowner and with the Administration and the maritime authorities in the seafarer's country of residence.
- (7) Every seafarer shall be provided, in addition to the complaints procedure, with—
 - (i) the contact details of the competent authority of the flag state and where different, in the seafarer's country of residence; and
 - (ii) name of the person or persons on board who can, on a confidential basis, provide them with impartial advice on a complaint and otherwise assist them in following the complaint procedures available to them on board the ship.

(8) Where a seafarer is not satisfied with the redress of his complaint under the internal complaint procedure, the seafarer may apply to the Administration for redress of his complaint through the mediation procedure by the Administration.

(9) Without prejudice to the generality of the foregoing provisions of this paragraph, a seafarer shall have right to apply to the Employment Tribunal established under section 73A of the Employment Act to determine any matter relating to his complaint that have not been successful at mediation procedure under subparagraph (8) and the Tribunal shall have power to hear and determine such matter.

20. Port state control —

(1) Every ship which is not a ship of Seychelles calling, in the normal course of its business or for operational reasons, in a port in Seychelles may be the subject to an inspection for the purpose of ensuring compliance with the requirements of the Convention (including seafarers' rights) relating to the working and living conditions of seafarers on the ship.

(2) The inspection under subparagraph (1) shall be carried out by authorised officers.

(3) The conduct of an inspection, including action taken as a result of the inspection, shall be in accordance with Standard A.5.2.1, paragraphs 1 to 6 of the Convention.

(4) If the shipowner proves that the ship was unduly delayed or detained as a result of an inspection under subparagraph (1), the shipowner shall be entitled to claim compensation for loss or damage caused by the action.

(5) The seafarers on a Seychelles ship in any port and seafarers on Seychelles ships and other ships calling at a port in Seychelles who allege a breach of the requirements of the Convention (including seafarers' rights) have the right to report such a complaint in order to facilitate a prompt and practical means of redress.

(6) The report referred to in subparagraph (5) shall be made to an authorised officer at the port where the ship is located.

(7) When a complaint is made by seafarers on a ship in a port in Seychelles, the authorised officer shall be the Administration and the investigation and inspection shall be in accordance with the requirements in Standard A.5.2 of the Convention.

MADE this 28th day of May, 2015.

JOEL MORGAN
MINISTER OF FOREIGN AFFAIRS
AND TRANSPORT