



# MSN 1848 (M) Amendment 1

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## Maritime Labour Convention, 2006 Survey and Certification of UK Ships

Notice to all Ship Owners, Ship Operators, Managers, Manning Agents, Trade Unions and Seafarers

*This notice should be read with Merchant Shipping (Maritime Labour Convention) (Survey and Certification) Regulations 2013 (S.I. No 2013/1785) and the ILO Guidelines for Flag State Inspections and replaces MSN 1848(M)*

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### Summary

- The purpose of this Merchant Shipping Notice is to give details of arrangements for the survey, inspection and certification of seafarers' working and living conditions on UK ships, in accordance with the Maritime Labour Convention, 2006 (MLC) under the Merchant Shipping (Maritime Labour Convention) (Survey and Certification) Regulations 2013 (S.I. No. 2013/1785) ("the MLC Survey & Certification Regulations"), and provide appropriate guidance.
- MSN 1848(M) Amendment 1 includes the amendments to the Maritime Labour Convention, 2006 (the MLC) adopted by the ILO in June 2014, including the format for the updated DMLC Part 1 and Part 2.
- Ships of 500GT and over operating internationally or in a foreign port require a Maritime Labour Certificate. Shipowners for ships under 500GT which operate internationally or in a foreign port may also request a survey for issue of a certificate. For UK ships under 500 GT, currently a Maritime Labour Certificate can only be issued by the Maritime and Coastguard Agency. For UK ships of 500 GT and over the Maritime Labour Certificate may be issued either by the Maritime and Coastguard Agency or by one of the six Recognised Organisations.
- A Maritime Labour Certificate is valid for five years, subject to an intermediate inspection between the second and third year, after which the certificate may be endorsed.



- All ships, whether or not they require a Maritime Labour Certificate, must be inspected at least twice within a five year period and inspections will, where appropriate, be conducted at the same time as ISM audits.
- Prior to applying for survey or inspection, shipowners should familiarise themselves with the UK's Declaration of Maritime Labour Compliance Part 1, available on the MCA website, and, if they need or want a Maritime Labour Certificate, should prepare a Declaration of Maritime Labour Compliance Part 2.

#### Relationship with the MLC Survey & Certification Regulations

- The MLC Survey & Certification Regulations need to be read together with this Merchant Shipping Notice, as it sets out many of the details, standards and formalities which must be observed in order to comply with the legal obligations under those Regulations. Failure to comply with those obligations may be a criminal offence under the Regulations.
- In order to assist with this Paragraph 14 contains an index which clearly sets out and/or identifies the provisions in this Notice which relate to the relevant provision in the Regulations.

## **1. Introduction**

- 1.1 The Maritime Labour Convention, 2006 (MLC) requires ratifying states to implement an inspection regime to ensure that the ships flying their flag comply with the national legislation which implements the MLC standards. For ships of 500GT or over operating internationally, this regime must also provide for certification. The MLC also sets out Port State Control provisions so that ratifying countries can inspect vessels calling at their ports for compliance with the MLC.
- 1.2 The Maritime and Coastguard Agency (MCA) has been carrying out formal inspections of living and working conditions on UK ships of 500GT and over since 2<sup>nd</sup> July 2004 under ILO Convention No.178. These inspections have been replaced by MLC survey and inspection. The MCA will continue to promote and ensure effective co-operation between inspectors, shipowners, seafarers and their respective organisations, in order to maintain and improve seafarers' working and living conditions.

## **2. Application**

- 2.1 The MLC Survey & Certification Regulations do not apply to pleasure vessels, fishing vessels, ships of traditional build, warships or naval auxiliaries and ships not ordinarily engaged in commercial activities. Otherwise, the arrangements in this notice apply to all UK ships unless they operate exclusively from a UK port on domestic voyages within 60 nautical miles of a UK safe haven.
- 2.2 For inspection arrangements for small commercial vessels operating outside those limits under the MCA Codes of Practice, please see MGN 490(M) (for vessels under 200GT) and MGN 491(M) (for vessels of 200GT and under 500GT).

## **3. The MLC Survey & Certification regime**

- 3.1 The MLC Survey & Certification Regulations refer to five different circumstances for survey (in the Regulations, the term "survey" is used in every context, but this notice, when describing UK arrangements, makes the conventional distinction between a "survey", which would lead to issue of a certificate, and "inspection" when no certificate is required or requested).



### 3.2 The five circumstances are :

- 3.2.1 Mandatory surveys for ships of 500GT and over operating internationally or operating from a port in a country other than the United Kingdom
- Initial survey – before the first issue of a Maritime Labour Certificate to the ship; there will only ever be one initial inspection for any particular ship;
  - Renewal survey – at five yearly intervals following the initial survey, for issue of a new Maritime Labour Certificate;
  - Intermediate survey – between the second and third years of validity of the Maritime Labour certificate to ensure that the ship continues to comply with the UK Maritime Labour Convention standards.
- 3.2.2 Voluntary survey, where requested by the shipowner for issue of a certificate (for ships not covered by 3.2.1 (see paragraph 8.5). Once issued, the certificate is subject to the regime set out in paragraph 3.2.1.
- 3.2.3 Mandatory inspection of all vessels not covered by 3.2.1 or 3.2.2 to be carried out at least twice in five years.

## 4. Organisation of inspections

- 4.1 MCA will follow the ILO Guidelines on Flag State Inspection for the Maritime Labour Convention, 2006, but incorporating the MLC amendments 2014. These Guidelines can be viewed on the ILO website at [http://www.ilo.org/global/standards/maritime-labour-convention/WCMS\\_101788/lang--en/index.htm](http://www.ilo.org/global/standards/maritime-labour-convention/WCMS_101788/lang--en/index.htm) . Section 2.2 of the Guidelines explains the inspection and certification process. Chapter 3 explains how inspections of the seafarer living and working conditions will be carried out under the MLC, and possible deficiencies that may arise for each regulation during a survey or inspection. Further guidance on the actions that surveyors may take when deficiencies have been identified can be found in chapter 4 of the same document.
- 4.2 Each ship, regardless of whether it is required to have a Maritime Labour Certificate or not, will be surveyed or inspected twice in every 5 years, with the intermediate survey or inspection being carried out between the second and third years, following the normal pattern of international Convention certificates. As with the ILO 178 inspections it is intended to conduct MLC surveys at the same time as International Safety Management (ISM) Code audits of individual ship Safety Management Certificates (SMC) to minimise inconvenience to shipowners and seafarers. However, an MLC survey or inspection and an SMC audit cover separate issues, and both are needed.
- 4.3 For ships not covered by the ISM Code, inspections will, wherever possible, be carried out in conjunction with other surveys or other targeted inspections carried out by the MCA.
- 4.4 The MLC Survey & Certification Regulations refer generally to surveys etc. being performed by certifying authorities (being either the Secretary of State/MCA or a Recognised Organisation). MLC inspections may be delegated to Recognised Organisations (ROs) either under the Enhanced Authorisation Scheme or on a case by case basis. Any delegation to ROs is undertaken within the terms of the agreements between the MCA and the ROs, and subject to the standards for ROs, explained in MSN 1672(M). The current list of UK authorised ROs can be found at <https://www.gov.uk/guidance/uk-authorized-recognised-organisations-ros>.



## **5. Scope of Inspections**

5.1 In all the circumstances described in paragraph 3, the survey or inspection must cover the following working and living conditions under the MLC:

- Minimum age
- Medical certification
- Qualification of seafarers
- Seafarers' employment agreements
- Use of any licensed or certified or regulated private recruitment and placement service
- Hours of rest
- Manning levels for the ship
- Accommodation
- On-board recreational facilities
- Food and catering
- Health and safety and accident prevention
- On-board medical care
- On-board complaint procedures
- Payment of wages
- Financial security for repatriation
- Financial security relating to shipowners' liability

5.2 This does not mean that other areas of the MLC which are not specifically mentioned in the list above are excluded from the survey or inspection. The MCA intends to conduct surveys and inspections against this list in a manner which ensures that all aspects of the MLC are covered. For example, repatriation arrangements and the shipowner's liability for medical care must be included in the seafarers' employment agreements, so a check of the seafarer employment agreement will be used to confirm that the repatriation and medical care provisions are satisfactory.

5.3 Furthermore, while the majority of the obligations under the MLC are the responsibility of the MCA to enforce, some obligations may be enforced by other government departments, and MCA will seek the advice and assistance of other departments when required.

## **6. Mandatory Standards**

6.1 The standards with which ships must comply (subject to paragraph 11 below) in order to be issued with a UK Maritime Labour Certificate, for endorsement following an intermediate survey or for inspection under paragraph 3.2.3, are listed at Annex 1. Paragraph 14.1 contains additional information as to the interpretation of Annex 1 in connection with the MLC Survey & Certification Regulations.

## **7. Inspection Reports**

7.1 The attending surveyor will complete a report listing any deficiencies that have been noted during the survey or inspection. The report is to be given to the Master and a copy posted on the ship's notice board for the information of all seafarers. A copy may also be sent to seafarers' organisations and a final copy will be held by the MCA on the relevant file.

## **8. Certification**

8.1 If the ship requires a certificate, or the shipowner has requested one, on completion of a successful survey, a Maritime Labour Certificate will be issued.

8.2 The form of an interim Maritime Labour Certificate is at Annex 2 to this notice. An interim Maritime Labour Certificate may only be issued to:



- a new build; or
- when the ship changes flag; or
- when the applicant wishes to change the person named as “shipowner” on an existing Maritime Labour Certificate.

8.3 An interim Maritime Labour Certificate will be issued following survey, if the MCA is satisfied that the ship has adequate procedures to comply with the relevant UK standards, that the master of the ship is familiar with the requirements of the MLC, and that there is sufficient information for the preparation of a DMLC Part 1. An interim Maritime Labour Certificate is valid for a maximum period of 6 months, and cannot be revalidated, nor can a second interim certificate be issued. Before the end of the 6-month validity of the interim Maritime Labour Certificate, the ship should be subject to full survey to determine whether a full Maritime Labour Certificate can be issued. Standard A5.1.3.8 of the MLC sets out the requirements on this point.

8.4 The form of full Maritime Labour Certificate is at Annex 3 to this notice. A full-term certificate valid for a maximum period of 5 years is to be issued on completion of a satisfactory survey. If a renewal survey is completed within 3 months immediately prior to the expiry date of the certificate, the expiry date on the subsequent certificate will be five years from the expiry date of the previous certificate. If the renewal survey is carried out outside the 3 month “window”, the expiry date of the new certificate is 5 years after the date of completion of the renewal survey. An intermediate survey is to be carried out between the second and third years. The scope of an intermediate survey is the same as that for a renewal survey. The certificate must be endorsed following a satisfactory intermediate survey.

8.5 There is provision within the Regulations for owners of ships that are less than 500GT or do not operate internationally to request certification under the MLC. In such circumstances the process and documentation is the same as that for ships of 500GT or over. However, while it is voluntary and optional to request a Maritime Labour Certificate for those ships, once a certificate has been issued, it is mandatory to comply with the relevant provisions in the Regulations concerning associated obligations (for example, intermediate inspection, display of documentation), and non-compliance with those requirements may give rise to criminal sanctions (as it does in respect of ships of 500GT and over). For the purposes of regulation 10(3)(b), a certificate which has been issued on such a voluntary basis will cease to be valid upon the anniversary date for the Maritime Labour Certificate in its third year of validity if it has not been endorsed to show a satisfactory intermediate survey, as described in paragraph 8.4.

## **9. Validity of a Maritime Labour Certificate or an interim Maritime Labour Certificate**

9.1 A certificate becomes invalid –

- 9.1.1 if a satisfactory intermediate survey is not carried out within the specified period;
- 9.1.2 if the certificate is not endorsed following an intermediate survey;
- 9.1.3 if the ship transfers to another flag;
- 9.1.4 if the shipowner named on the Certificate ceases to be the shipowner; or
- 9.1.5 if substantial changes are made or damage sustained to the ship’s accommodation and recreational facilities for seafarers or its food and catering facilities.

9.2 Where the certificate becomes invalid for the reasons in 9.1.3 to 9.1.5 above, it can only be reissued following survey.

9.3 The MCA may cancel a certificate if there is reason to believe it was issued on the basis of incorrect information.



9.4 The MCA may suspend the validity of a Maritime Labour Certificate or an interim Maritime Labour Certificate if an improvement notice has been issued under section 261 of the Merchant Shipping Act and has not been complied with within the specified period or if there is clear evidence that the ship does not comply with the relevant requirements (Annex 1).

## **10. Declaration of Maritime Labour Compliance**

10.1 The Declaration of Maritime Labour Compliance is in two parts.

10.1.1 Part I is to be completed by the attending surveyor and will identify the topics for survey, and set out by reference relevant UK standards concerning the MLC. It will also refer to any relevant ship-type specific requirements under national legislation and record any substantially equivalent provisions (see paragraph 10) or exemptions applicable to the ship. The form of the DMLC Part I is at Annex 4 to this notice. The contents of the DMLC Part I issued to a particular ship will vary slightly depending on the requirements applicable to the ship.

10.1.2 Part II is to be completed by the shipowner and approved by the attending surveyor when the first survey is completed. The Part II declaration details the shipowner's procedures for ongoing compliance with the MLC. The format for a Part II is at Annex 5 to this notice. This format (MSF 2401) is also available to download from the MCA website <https://www.gov.uk/government/publications/declaration-of-maritime-labour-compliance-part-ii-and-guidance>. The DMLC Part II and any supporting documentation must be made available in English.

10.2 A Declaration of Maritime Labour Compliance need not be issued for the period of validity of an interim certificate.

## **11. Substantial equivalence and exemptions**

11.1 Paragraph 37 of Chapter 2 of the Guidelines for Flag State Inspections explains the concept of substantial equivalence. Any substantial equivalent agreed by the MCA which is relevant to the ship, is to be listed on the Part I declaration.

11.2 Paragraph 38 of the same chapter of the guidelines gives guidance on exemptions which may only be granted from specific parts of Regulation 3.1 on crew accommodation, and where provided for in UK regulations, following consultation with the social partners. Exemptions are to be listed on the Part I declaration.

## **12. Documents to be carried on board ship and made available**

12.1 The current valid Maritime Labour Certificate and Declaration of Maritime Labour Compliance must be carried onboard, and posted in a conspicuous place where it is available to seafarers.

12.2 A copy of the Maritime Labour Convention, 2006 must also be carried on board.

12.3 Ships must also have displayed in a conspicuous place on board evidence that there is in force financial security complying with the requirements of MLC Standard A2.5.2, A.4.2.1 and A4.2.2 including the MLC amendments, 2014.

12.4 Copies of all these documents must be made available on request to seafarers, flag state inspectors, authorised officers in port states and shipowners' and seafarers' representatives.



### 13. Fees

- 13.1 Fees will be charged at the current hourly rate for survey on ships that are required or which the shipowner requests to be certificated. If an RO carries out the inspection, fees will be charged by the RO as per their agreement with the shipowner. No fees will be charged for investigating complaints or for inspections on ships that are less than 500GT where the shipowner has not requested certification unless a re-visit is required.

### 14. References to this Notice in the Merchant Shipping (Maritime Labour Convention) (Survey & Certification) Regulations 2013

- 14.1 The references to this Notice in the MLC Survey & Certification Regulations are indexed below. This is the version of Merchant Shipping Notice 1848(M) which is considered to be relevant until further notice. The functions of the Secretary of State under the Regulations will in practice be exercised through the MCA, and references in this paragraph refer to the MCA accordingly.

Regulation 2(1): The United Kingdom Maritime Labour Convention standards are those set out in Annex 1 to this Notice. The provisions in Annex 1 which are in italics are intended as additional supporting guidance and do not form part of the United Kingdom Maritime Labour Convention standards.

There are two types of provision in Annex 1. The first type is a reference to existing UK legislation, with or without modifications – the standard in the legislation so referred to (as amended, where applicable) forms part of the standards in Annex 1. The second type is a standard which is set out in full in Annex 1. This type of standard does not derive from existing UK legislation. When legislation implementing the MLC amendments 2014 has been made, the MCA will revise Annex 1 to reflect all of the legislation implementing the MLC and its amendments in UK legislation.

Terms used in Annex 1 which are defined in regulation 2 of the MLC Survey & Certification Regulations have the same meaning as in those regulations. The paragraph numbering used for the second type of standard (as explained above) is intended to correspond to the Title in the MLC which relates to the standard in question, and is accordingly not necessarily sequential.

Regulation 5(1)(a): The MCA (or any other certifying authority) will conduct an initial survey as described in paragraph 3.2.1. This survey will be carried out in the manner described in paragraph 4, and with the scope described in paragraph 5. It will be carried out by reference to the United Kingdom Maritime Labour Convention standards (as described above for the purposes of regulation 2(1)), subject to paragraph 11.

Regulation 5(1)(b): The MCA (or any other certifying authority) will conduct a renewal survey as described in paragraph 3.2.1. This survey will be carried out in the manner described in paragraph 4, and with the scope described in paragraph 5. It will be carried out by reference to the United Kingdom Maritime Labour Convention standards (as described above for the purposes of regulation 2(1)), subject to paragraph 11.

Regulation 5(2)(c): The MCA (or any other certifying authority) will conduct an intermediate survey as described in paragraph 3.2.1. This survey will be carried out in the manner described in paragraph 4, and with the scope described in paragraph 5. It will be carried out by reference to the United Kingdom Maritime Labour Convention standards (as described above for the purposes of regulation 2(1)), subject to paragraph 11.

Regulation 5(3): The MCA (or any other certifying authority) will conduct a survey under paragraph 5(3) as follows-



- If the shipowner makes a request for MLC documentation pursuant to regulation 6(3), the MCA (or any other certifying authority) will conduct a survey as described in paragraph 3.2.2. This survey will be carried out in the manner described in paragraph 4, and with the scope described in paragraph 5. It will be carried out by reference to the United Kingdom Maritime Labour Convention standards (as described above for the purposes of regulation 2(1)), subject to paragraph 11.
- If the shipowner does not make a request pursuant to regulation 6(3), the MCA (or any other certifying authority) will conduct a survey as described in paragraph 3.2.3. This survey will be carried out in the manner described in paragraph 4, and with the scope described in paragraph 5. It will be carried out by reference to the United Kingdom Maritime Labour Convention standards (as described above for the purposes of regulation 2(1)), subject to paragraph 11.

Regulation 6(5): The form of the Maritime Labour Certificate to be issued in respect of UK ships is set out in the model shown at Annex 3 to this Notice. As mentioned in that Annex, a valid Maritime Labour Certificate must have a Declaration of Maritime Labour Compliance (DMLC) attached. Annexes 4 and 5 show the form of Parts 1 and 2 of the DMLC respectively. As regards the content of the certificate, where the model in Annex 3 contains blank boxes, lines or spaces which are to be completed, it is a requirement for the purposes of regulation 6(5) that they be appropriately completed.

Regulation 7(1): The initial, renewal and intermediate surveys referred to in sub-paragraph (a) are the surveys of those names described above for the purposes of regulation 5(1)(a), (b) and (c). Such surveys would be conducted by the Government of a Convention State for the purposes of regulation 7(1), but subject to the provisions of regulation 7 would otherwise be conducted in the same manner as a survey of the same name conducted by a certifying authority under regulation 5.

Regulation 7(3): The form of the Maritime Labour Certificate to be issued in respect of UK ships is set out in the model shown at Annex 3 to this Notice. As mentioned in that Annex, a valid Maritime Labour Certificate must have a Declaration of Maritime Labour Compliance (DMLC) attached. Annexes 4 and 5 show the form of Parts 1 and 2 of the DMLC respectively. As regards the content of the certificate, where the model in Annex 3 contains blank boxes, lines or spaces which are to be completed, it is a requirement for the purposes of regulation 7(3) that they be appropriately completed.

Regulation 8(2): The MCA (or any other certifying authority) will conduct a survey under regulation 8(2) where an interim Maritime Labour Certificate (as described in paragraph 8(2)) is requested. This survey will be carried out in the manner described in paragraph 4, and with the scope described in paragraph 5. It will be carried out by reference to the United Kingdom Maritime Labour Convention standards (as described above for the purposes of regulation 2(1)), subject to paragraph 11. However, as mentioned in regulation 8(2) and in Standard A5.1.3.7(a) of the MLC, the survey is subject to a “so far as reasonable and practicable” caveat, which is intended to reflect the idea that it may be appropriate to issue an interim Maritime Labour Certificate (which has a short period of validity which cannot be extended) notwithstanding that the survey has not been able to cover every aspect of all of the matters described in paragraph 5(1).

Regulation 8(5): The form of the interim Maritime Labour Certificate to be issued in respect of UK ships is set out in the model shown at Annex 2 to this Notice. As regards the content of the certificate, where the model in Annex 2 contains blank boxes, lines or spaces which are to be completed, it is a requirement for the purposes of regulation 8(5) that they be appropriately completed.



Regulation 10(3): The requirement as regards endorsements for the purposes of regulation 10(3) is that there be an endorsement recording a satisfactory intermediate inspection on the Maritime Labour Certificate no later than the anniversary date for the Maritime Labour Certificate in its third year of validity. A Maritime Labour Certificate which has been issued on a voluntary basis will cease to be valid upon the anniversary date for the certificate in its third year of validity if it has not been endorsed to show a satisfactory intermediate inspection. This is discussed in paragraphs 8.4 and 8.5 of this Notice.

Regulation 11(3)(b): The surveys referred to in this provision are those described in paragraph 3.2.1 and 3.2.2.

Regulation 11(4): The form of the Declaration of Maritime Labour Compliance (DMLC) to be issued in respect of UK ships comprises the models for Part 1 and Part 2 of the DMLC as set out in Annexes 4 and 5 to this Notice respectively. As regards the content of the DMLC, where the models in Annexes 4 and 5 contains blank boxes, lines or spaces which are to be completed, it is a requirement for the purposes of regulation 11(4) that they be appropriately completed.

Regulation 12(3): The persons to whom the shipowner and master must make the relevant documents (being documents which the ship must carry in accordance with regulation 12(1) and (2), where applicable) available on request are the persons specified in paragraph 12.3 of this Notice.

Regulation 15(2): For the purposes of regulation 15(2), the endorsement required in relation to a ship to which regulation 5(3) applies but in respect of which a Maritime Labour Certificate has been issued is the endorsement recording a satisfactory intermediate inspection on the Maritime Labour Certificate no later than the anniversary date for the Maritime Labour Certificate in its third year of validity. This is discussed in paragraphs 8.4 and 8.5 of this Notice. As the ship can legitimately have the intermediate inspection at any time up to the anniversary date in the third year of validity, it follows that it is not a requirement for the purposes of regulation 15(2) that there be such an endorsement prior to that date.



## More Information

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## **Mandatory Standards for UK ships for issue of a Maritime Labour Certificate**

*As set out in paragraph 14 of the Notice, supporting guidance is in italics, and references to other legislation should be read as a reference to the standards set out in the legislation specified.*

### **Title 1.1 Minimum age**

Merchant Shipping and Fishing Vessels (Health and Safety) (Employment of Young Persons) Regulations 1998 (S.I. 1998/2411)<sup>1</sup> regulations 5, 6(1) to (5) and (8) and 9.

*Note: MSN 1838 (M) gives guidance on activities which may be hazardous to young persons and on measures to mitigate that risk.*

In addition -

#### **Seafarer to be of minimum age**

1.1.1—(1) No person may be a seafarer on a United Kingdom ship unless that person is of at least 16 years of age.

(2) No person may employ or engage another person as a seafarer on a United Kingdom ship unless that other person is of at least 16 years of age.

#### **Young persons on night duty**

1.1.2.—(1) Subject to paragraph (3), no person under the age of 18 may work as a seafarer at night on a United Kingdom ship.

(2) Subject to paragraph (3), no person may employ a person under the age of 18 to work as a seafarer at night on a United Kingdom ship.

(3) Paragraphs (1) and (2) do not apply where—

(a) the effective training of the seafarer, in accordance with established programmes and schedules, would be impaired by their application, and

(b) the specific nature of the duty of the seafarer or of a recognised training programme requires that the seafarer performs duties at night and the work to be carried out is specified below as not being detrimental to the health and well-being of seafarers under the age of 18.

(4) In this paragraph, “night” means a period—

(a) the duration of which is not less than nine consecutive hours, and

(b) which includes the period between midnight and 5 a.m. (local time).

The following established work programmes and schedules of training fall within the exception in paragraph (3)(b):

- any Deck Officer training under STCW Regulations II/1, II/2 and II/3;
- any Engineer Officer training under STCW Regulations III/1, III/2 and III/3;
- any Navigational watch Rating training under STCW Regulation II/4;
- any Engine Room watch Rating training under STCW Regulation III/4;
- any training of Ratings as AB, Deck or Engine;
- any training of Electro-technical Officers under STCW Regulation III/6;
- any training of Electro-technical Ratings under STCW Regulation III/7;
- any training of Radio personnel under STCW Regulation IV/2;

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<sup>1</sup> S.I. 1998/2411 has been amended by S.I. 2002/2125.

- any training for alternative certification under STCW Regulation VII.

### **Title 1.2 Medical Certificate**

Merchant Shipping and Fishing Vessels (Maritime Labour Convention) (Medical Certification) Regulations 2010 (S.I. 2010/737) and MSN 1839(M) and MSN 1815(M) (both referred to in those Regulations).

### **Title 1.3 Training and Qualifications**

Merchant Shipping (Standards of Training, Certification and Watchkeeping) Regulations 2015 (S.I. 2015/782)

*Guidance on qualifying criteria, syllabuses, etc is available from the MCA website at <http://www.dft.gov.uk/mca/mcga07-home/workingatsea/mcga-trainingandcert.htm>*

Merchant Shipping and Fishing Vessels (Health and Safety at Work) Regulations 1997 (S.I. 1997/2962)<sup>2</sup> regulation 12.

*Note: regulation 12 requires all workers to have adequate training to ensure their health and safety while carrying out their duties on board ship. MSN 1865(M) cover familiarisation training under ISM Section 6.*

### **Title 1.4 Recruitment and Placement**

***Note: If a shipowner recruits seafarers directly, this standard does not apply.***

1.4.1 (1) A shipowner must not use a recruitment and placement service to recruit seafarers to work on a ship if it does not fall within paragraph (2).

(2) A recruitment and placement service falls within this paragraph if it—

(a) is based—

(i) in the United Kingdom;

(ii) in a country which has ratified the Maritime Labour Convention; or

(iii) in a country to which another country's ratification of the Maritime Labour Convention has been extended; or

(b) complies with the requirements relating to recruitment and placement services referred to in Standard A1.4.5 of the Maritime Labour Convention.

(3) A shipowner is not in breach of this standard if it used reasonable endeavours to ensure that the recruitment and placement service it used complied with the requirements relating to recruitment and placement services referred to in Standard A1.4 of the Maritime Labour Convention.

### **Title 2.1 Seafarer Employment Agreement**

#### **Duty to enter seafarer employment agreement**

2.1.1—(1) Subject to paragraphs 2.1.2 and 2.1.3 below, every seafarer working on a ship must have a written agreement with the shipowner, known as a seafarer employment agreement.

#### **Content of seafarer employment agreement**

2.1.2—(1) Subject to paragraph (2), a seafarer employment agreement must include provision on the following matters—

(a) if the seafarer is an employee, the matters in Part 1 and Part 2 of the list below;

(b) if the seafarer is not an employee, the matters in Part 1 and Part 3 of the list below.

<sup>2</sup> S.I. 1997/2962 has been amended by S.I. 1998/2411, S.I. 2001/54 and S.I. 2014/1616.

- (2) Such provision may be achieved by incorporating reference to another document.
- (3) A seafarer employment agreement must include a statement by the seafarer and the shipowner confirming—
- (a) that the shipowner has provided a sufficient opportunity for the seafarer to review and take advice on the terms and conditions of the agreement;
  - (b) that the shipowner has explained the rights and responsibilities of the seafarer under the agreement; and
  - (c) that the seafarer enters into the agreement freely.

## Provision to be included in a Seafarer Employment Agreement

### PART 1

#### Provision to be included in all agreements

1. The full name, birthplace and date of birth (or age at the time of entering into the agreement) of the seafarer.
2. The name and address of the shipowner.
3. The place where the agreement is entered into.
4. The date on which the agreement is entered into.
5. The capacity in which the seafarer is to be employed or engaged.
6. If the agreement has been made for a definite period, the termination date.
7. If the agreement has been made for an indefinite period, the period of notice of termination required and the circumstances in which such notice may be given.
8. If the agreement has been made for a voyage, the destination port and the period following arrival after which the agreement terminates.
9. The health and social security protection benefits to be provided to the seafarer by the shipowner.
10. The maximum duration of service periods on board following which the seafarer is entitled to repatriation (which must not exceed a period of 12 months minus the number of days annual leave to which the seafarer is entitled).
11. The seafarer's entitlement to repatriation (including the mode of transport and destination of repatriation) and the circumstances in which the seafarer is required to meet or reimburse the shipowner for the costs of repatriation.
12. The maximum sum which the shipowner will pay to the seafarer in respect of compensation for any loss of personal property arising from the loss or foundering of the ship.

### PART 2

#### Provision to be included where seafarer is an employee

1. The wages (either the amount or the formula to be used in determining them).
2. The manner in which wages must be paid, including payment dates (the first of which must be no more than one month after the date on which the agreement is entered into, with all subsequent dates being no more than one month apart) and the circumstances (if any) in which wages may or must be paid in a different currency.
3. The hours of work.

4. The paid annual leave (either the amount or the formula to be used in determining it).
5. Any pension benefits to be provided to the seafarer by the shipowner, including any entitlement to participate in a pension scheme.
6. The grievance and disciplinary procedures.
7. Details of any collective bargaining agreement which is incorporated (in whole or in part) into the agreement or is otherwise relevant to it.

## PART 3

### Provision to be included where seafarer is not an employee

1. The remuneration (either the amount or the formula to be used in determining it).
2. The manner in which the remuneration must be paid, including payment dates (the first of which must be no more than one month after the date on which the agreement is entered into, with all subsequent dates being no more than one month apart) and the circumstances (if any) in which the remuneration may or must be paid in a different currency.

### Minimum notice period

**2.1.3**—(1) Subject to paragraph (2) and (3), the minimum period of notice which must be given before terminating a seafarer employment agreement is—

- (a) such period as is specified in the agreement, which period must not be shorter than seven days; or
- (b) if no period is specified, seven days.

(2) The minimum period of notice which must be given by a seafarer before terminating a seafarer employment agreement under paragraph (1)(a) must not be more than the minimum period of notice which must be given by the shipowner to do so.

(3) This standard must not operate to prevent a party from terminating a seafarer employment agreement without penalty notwithstanding that the minimum period of notice has not been given where it is reasonable to do so on compassionate grounds or for reasons of gross misconduct.

### Documents

**2.1.4** —(1) As soon as is practicable after entering a seafarer employment agreement, the shipowner must provide to the seafarer the agreement signed by the seafarer and by or on behalf of the shipowner.

(2) The shipowner must ensure that a copy of the seafarer employment agreement for each seafarer on a ship is held on board, and must allow each seafarer to see the copy of their seafarer employment agreement on request.

(3) As soon as is practicable after a seafarer employment agreement is terminated, the shipowner must provide to the seafarer a record of their employment under that agreement.

(4) For the purposes of paragraph (3), a record of employment—

- (a) must contain provision on the matters set out below;
- (b) must not contain provision as to the quality of the seafarer's work; and
- (c) must not contain provision as to the seafarer's wages.

(5) In paragraphs (1) and (2), reference to a seafarer employment agreement includes a copy of any document referred to in that agreement.

## Provision to be included in a record of employment

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

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

### **Foreign language seafarer employment agreement**

2.1.5—(1) This paragraph applies where a seafarer on a ship to which this paragraph applies has a seafarer employment agreement which is not in English.

(2) Subject to paragraph (3), the shipowner must ensure that an English translation of the provisions of the seafarer employment agreement is held on board.

(3) In paragraph (2), reference to the provisions of a seafarer employment agreement includes provisions incorporated in accordance with paragraph 2.1.2(2).

### **Duty of master to produce seafarer employment agreement**

2.1.6—(1) The master of the ship must produce to the Secretary of State, the Registrar-General of Shipping and Seamen or the Commissioners for Her Majesty's Revenue and Customs (or any person acting on their behalf) on demand copies of any documentation held on board pursuant to paragraphs 2.1.4(2) and 2.1.5(2).

### **Title 2.2 Payment of wages**

Merchant Shipping Act 1995 section s30 to 41<sup>3</sup>

Merchant Shipping (Seamen's Wages and Accounts) Regulations 1972 (S.I. 1972/1700)<sup>4</sup> and the Merchant Shipping (Seamen's Allotments) Regulations 1972 (S.I. 1972/1698) as if they were modified (a) so as to apply to all seafarers, and (b) so that references to "wages" include a reference to all remuneration;

and, in addition-

### **Payments pursuant to allotment notes**

**2.2.1.** All sums payable pursuant to an allotment note must be paid promptly and directly to the person to whom the allotment is made.

### **Charges and exchange rates**

**2.2.2.—**(1) Subject to paragraph (2), a person may recover from the relevant seafarer any costs incurred in making payments pursuant to an allotment note, but may not otherwise charge for the provision of that service.

(2) Where paragraph (1) applies, costs which that person ordinarily incurs in making payments to the seafarer may not be recovered.

(3) Where it is appropriate or necessary to exchange currency in order to make payments pursuant to an allotment note, the person making the payment must make the exchange at a reasonable rate.

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<sup>3</sup> Section 30(10) was amended by the Postal Services Act 2011, s 91(1) and (2) and Schedule 12.

<sup>4</sup> S.I. 1972/1700 was amended by S.I. 1978/1757, S.I. 1985/340, S.I. 1994/791 and S.I. 1999/3360.

### **Late payment of wages etc.**

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

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

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

### **Account of seafarer's wages etc.**

**2.2.4.**—(1) The shipowner must ensure that accounts of the seafarer's wages or other remuneration under a seafarer employment agreement are prepared and delivered to the seafarer—

(a) periodically during the term of the seafarer employment agreement, at intervals not exceeding one month; and

(b) at the end of that term, within one month of the agreement terminating.

(2) Subject to paragraph (4), such accounts must include the following information—

(a) name of the seafarer;

(b) the number of the seafarer's current discharge book (or other unique identifier);

(c) capacity in which the seafarer was employed;

(d) dates when employment commenced and ceased and total period of employment in which wages were earned, showing separately the dates of the beginning and end of any period in which wages were not earned;

(e) sums payable under each allotment note, date when the first payment was due, the intervals between payments, and the total of all such sums;

(f) total amount of gross wages earned, with, shown separately, the total amounts in respect of—

(i) the wages at the rate provided for in the seafarer's employment agreement;

(ii) overtime;

(iii) leave pay;

(iv) subsistence;

(v) any other earnings during the period of employment;

(g) deductions, specifying the nature of the deduction and showing the total amount in respect of each deduction.

(h) total amount deducted from gross wages;

(i) total amount of net wages;

(j) amount of net wages retained (whether pursuant to a notice (relating to a claim for maintenance etc of the seaman's dependants) under section 40 of the Merchant Shipping Act 1995 or otherwise) together with details of any notices served in connection with that retention; and

(k) balance of wages.

(3) Where, pursuant to paragraph (2), the accounts include information of amounts which have been determined by reference to a currency exchange rate, they must include details of the relevant exchange rate and any commission paid.

(4) Where the seafarer is not an employee, paragraph (2) does not apply and the accounts must instead include the following information—

(a) payments due;

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

### **Title 2.3 Hours of Work**

Merchant Shipping (Hours of Work) Regulations 2002 (S.I. No 2002/2125)<sup>5</sup> regulations 5 to 9 and MSN 1842(M) to which those regulations refer.

### **Title 2.4 Annual Leave**

#### **Entitlement to annual and additional leave**

- 2.4.1**—(1) An employed seafarer is entitled to paid annual leave that is to be calculated on the basis of two and a half days for each month of employment and pro rata for incomplete months.
- (2) An employed seafarer is entitled to additional paid leave of eight days per year of employment and pro rata for incomplete years.
- (3) Leave to which a seafarer is entitled under this paragraph —
- (a) may be taken in instalments; and
  - (b) may not be replaced by a payment in lieu, except where the seafarer's employment is terminated.
- (4) The employer of a seafarer must not enter into an agreement with the seafarer under which the seafarer forgoes the leave to which the seafarer is entitled under paragraph (1).
- (5) Justified absences from work shall not be considered as annual leave under paragraph (1).

#### **Shore leave**

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

### **Title 2.5.1 Repatriation**

- 2.5.1.1**—(1) Subject to paragraphs 2.5.2 and 2.5.3, a shipowner must make such provision as is necessary for repatriation of a seafarer as soon as is practicable in the following cases.
- (2) Case 1 is where the seafarer's employment agreement expires.
- (3) Case 2 is where the seafarer's employment agreement is terminated by the shipowner.
- (4) Case 3 is where the seafarer's employment agreement is terminated by the seafarer in accordance with the terms of the agreement.
- (5) Case 4 is where the seafarer is no longer able to carry out the seafarer's duties under the seafarer's employment agreement or cannot be expected to carry them out in the specific circumstances.
- (6) Case 5 includes the following circumstances—
- (a) the seafarer has an illness, injury or medical condition which requires their repatriation when found medically fit to travel;
  - (b) shipwreck;
  - (c) the shipowner is not able to fulfil its legal or contractual obligations to the seafarer following insolvency, the sale of the ship or a change in the ship's registration; and
  - (d) the ship is bound for a war zone to which the seafarer does not consent to go.

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<sup>5</sup> S.I. 2002/2125 was amended by SI 2003/3049, SI 2004/1469, SI 2004/1713 and SI 2005/2114.

(7) Case 6 is where the seafarer has completed the maximum duration of service periods on board following which the seafarer is entitled to repatriation, as set out in the seafarer's employment agreement.

(8) Case 7 is where the seafarer's employment agreement is terminated pursuant to an order of a court or tribunal.

### **Place for return.**

**2.5.1.2.**—(1) Subject to paragraph (2), a seafarer is entitled to repatriation to the destination provided for in or under the seafarer employment agreement, or such other place as may subsequently be agreed with the shipowner.

(2) If the seafarer employment agreement does not identify a destination, the seafarer is entitled to repatriation to the seafarer's choice of the following destinations—

- (a) the place at which the seafarer entered into the seafarer's employment agreement;
- (b) a place agreed with the shipowner;
- (c) the seafarer's country of residence.

### **Limitations on and exceptions to duty to repatriate**

**2.5.1.3.** - The duty in paragraph 2.5.1 ends when—

- (a) the seafarer is repatriated in accordance with paragraph 2.5.2;
- (b) the shipowner makes reasonable arrangements for repatriation which are unsuccessful because of the seafarer's unreasonable conduct;
- (c) notwithstanding reasonable endeavours, the shipowner is unable to contact the seafarer for a period of three months or more;
- (d) the seafarer confirms in writing to the shipowner that repatriation is not required; or
- (e) the seafarer is dead.

### **Duty pending repatriation**

**2.5.1.4.**—(1) — A shipowner to whom the duty in paragraph 2.5.1 applies must make such provision as is necessary for the seafarer's relief and maintenance (including food and lodging) pending repatriation.

(2) The shipowner must have regard to the seafarer's personal circumstances and requirements when determining what provision is required under paragraph (1).

(3) Without prejudice to the generality of paragraph (1) the provision for relief and maintenance must include:

- (a) clothing;
- (b) toiletries and other personal necessities;
- (c) surgical, medical, dental or optical treatment (including the repair or replacement of any appliance) for any condition requiring immediate care;
- (d) in cases where legal aid is unavailable or insufficient, reasonable costs for the defence of the seafarer in any criminal proceedings in respect of any act or omission within the scope of his employment, being proceedings where neither the shipowner nor the shipowner's agent is a party to the prosecution; and
- (e) sufficient money to meet any minor ancillary expenses necessarily incurred or likely to be so incurred for the seafarer's relief and maintenance.

(4) The duty in paragraph (1) ends when the duty in paragraph 2.5.1 ends.

### **Prohibition on recovering costs from seafarer**

**2.5.1.5.** —(1) — Subject to paragraph (2), a shipowner must not enter into an agreement with a seafarer under which the seafarer must make payment in respect of either:

- (a) repatriation costs; or

- (b) relief and maintenance costs.
- (2) A seafarer's employment agreement may provide that the seafarer must reimburse repatriation costs where the agreement is terminated because of the seafarer's misconduct.
- (3) If a seafarer's employment agreement contains provision described in paragraph (2) and the duty on the seafarer arises, a deduction equivalent to those costs may be made from the wages due to the seafarer under that agreement.
- (4) If a seafarer's employment agreement does not contain provision described in paragraph (2), the shipowner may only recover damages in respect of the costs described in paragraph (1)(a) and (b) where the agreement is terminated because of the seafarer's serious misconduct.
- (5) An agreement entered into in breach of paragraph (1) is void.

### **Seafarer property**

- 2.5.1.6.**—(1) — This paragraph applies where—
- (a) a shipowner is under a duty under paragraph 2.5.1 in respect of a seafarer; and
  - (b) property belonging to that seafarer has been left behind on a ship belonging to the shipowner.
- (2) The master must take charge of that property and enter a description of each item in the official log book.
- (3) Subject to paragraph (4), the master and the shipowner must cause reasonable care to be taken of the property pending its delivery in accordance with paragraph (7).
- (4) The master may at any time—
- (a) sell any part of the property which is of a perishable or deteriorating nature; or
  - (b) destroy or otherwise dispose of any part of the property considered a potential risk to the health or safety of any person.
- (5) The proceeds of any sale under paragraph (4)(a) shall be the property of the seafarer and details of the sale must be entered in the official log book.
- (6) Details of any destruction or disposal under paragraph (4)(b) must be entered in the official log book.
- (7) Subject to paragraphs (8) and (9), the shipowner must cause the property and a document containing the information entered in the log book pursuant to paragraphs (5) and (6) to be delivered to the seafarer or to the seafarer's next of kin.
- (8) The duty in paragraph (7) is discharged if the shipowner causes the delivery to be made to the last known address of the seafarer or the next of kin, as the case may be.
- (9) The seafarer or the next of kin, as the case may be, must reimburse the shipowner for the reasonable delivery costs if demanded.

### **Duty to carry documents**

- 2.5.1.7.**—(1) A shipowner must ensure that a copy of this notice is held on board the ship and is available to seafarers.
- (2) If the working language of the ship is not English, the shipowner must ensure that this notice is translated into the working language of the ship and that copies of that translated version is also held on board the ship and available to seafarers.
- (3) For the purposes of paragraph (2), the working language of a ship to which the Merchant Shipping (Minimum Standards of Safety Communications) Regulations 1997<sup>(6)</sup> apply is the language so determined and recorded pursuant to regulation 5(2)(a)(i) of those Regulations.

### **Title 2.5.2 Abandonment security requirement**

2.5.2.1 For the purposes of this standard, a seafarer is "abandoned" in relation to a ship if at any time the shipowner—

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<sup>(6)</sup> S.I. 1997/529. A revised regulation 5 was substituted by S.I. 1999/1704, regulations 2 and 5.

- (a) fails to make the provision required under Title 2.5.1 (duty to repatriate seafarers) in relation to the seafarer;
- (b) having regard to the seafarer's personal circumstances and requirements, leaves the seafarer without necessary maintenance and support, including leaving the seafarer without—
  - (i) adequate food or drinking water;
  - (ii) adequate accommodation;
  - (iii) essential fuel for survival on board ship;
  - (iv) necessary medical care;
- (c) otherwise unilaterally severs ties with the seafarer including failure to pay any amount in respect of the seafarer's wages or other remuneration payable to the seafarer under a seafarer employment agreement for a period of at least two months.

“Abandonment security” means one or more contracts of insurance or other form of security relating to a ship which together—

- (a) are sufficient to cover the items in paragraph 2.5.2.2(a) to (d);
- (b) provide that any seafarer who is abandoned in relation to the ship is entitled to—
  - (i) receive financial assistance in respect of the items in paragraph 2.5.2.2(a) to (d); and
  - (ii) make a claim for assistance.

2.5.2.2 The items which the abandonment security must be sufficient to cover in relation to any seafarer who is abandoned in relation to the ship are—

- (a) up to four months' unpaid wages relating to periods occurring before the end of the abandonment period;
- (b) the cost during the abandonment period of—
  - (i) adequate food;
  - (ii) drinking water supplies;
  - (iii) clothing, where necessary;
  - (iv) accommodation;
  - (v) essential fuel for survival on board the ship;
  - (vi) necessary medical care;
- (c) the cost of repatriation, including the cost of—
  - (i) reasonable travel arrangements and any related costs of passage; and
  - (iii) transport of the seafarer's personal effects; and
- (d) all expenses reasonably incurred by the seafarer as a result of being abandoned.

2.5.2.3 In this standard —

“the abandonment period” begins when the seafarer is abandoned and ends with the earliest of the following events—

- (a) the seafarer's arrival (whether following repatriation or otherwise) in or at—
  - (i) the seafarer's country of residence;
  - (ii) the destination provided in the seafarer's seafarer employment agreement as being that to which the seafarer should be returned in the event that the seafarer is repatriated, or
  - (iii) such place as the seafarer has agreed in advance with—
    - (aa) the abandonment security provider, or
    - (bb) any person who has made provision for the seafarer's repatriation;

- (b) the seafarer refusing unreasonably to be repatriated, or to co-operate with arrangements made for the seafarer's repatriation;
- (c) the expiry of a period of 3 months during which the abandonment security provider has used reasonable endeavours to contact the seafarer but has been unable to make such contact;
- (d) the abandonment security provider receives written confirmation from the seafarer that financial assistance is no longer required;
- (e) the death of the seafarer;

An "abandonment claim" is a claim for financial assistance that—

- (a) is submitted directly to the abandonment security provider by—
  - (i) an abandoned seafarer; or
  - (ii) a person authorised by the seafarer to act on the seafarer's behalf; and
- (b) is supported by evidence showing that the seafarer is abandoned.

2.5.2.3 (1) A ship must not be operated unless an abandonment security is in force in relation to the ship.

2.5.2.3 (2) The shipowner must ensure that an abandonment security document containing the information specified below for each abandonment security in force in relation to the ship is carried on board, displayed in a conspicuous place and is either in English, or has with it an English translation.

"abandonment security document" means a certificate or other documentary evidence of abandonment security issued by the abandonment security provider.

#### **Information to be included in the abandonment security document**

1. The name of the ship to which the abandonment security relates.
2. The port of registry of the ship.
3. The call sign of the ship.
4. The International Maritime Organisation number of the ship.
5. The name and address of the abandonment security provider.
6. The contact details of the person or entity at the abandonment security provider responsible for handling seafarers' abandonment claims.
7. The name of the shipowner.
8. The period of validity of the abandonment security.
9. A declaration from the abandonment security provider that the abandonment security meets the requirements of standard A2.5.2 of the MLC.

### **Title 2.6 Seafarer compensation for the ship's loss or foundering**

**2.6.1.**—(1) This paragraph applies in relation to a seafarer working on a ship which is wrecked or lost.

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

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

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

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

### **Title 3.1 Crew Accommodation**

#### **General**

3.1.1 A ship must comply with the following requirements relating to crew accommodation –

3.1.1.1 For ships the keel of which was built before 20 August 2013, the Merchant Shipping (Crew Accommodation) Regulations 1997 (S.I. 1997/1508) <sup>7</sup> apply.

3.1.1.2 For ships built on or after 20 August 2013, Schedule 1 to this Notice applies, except insofar as the Secretary of State has exempted or approved as a substantial equivalence the crew accommodation on the ship.

3.1.2 Crew accommodation must be cleaned and maintained to conform with the requirements set out in Schedule 1.

3.1.3 The master or a person authorised by the master must —

(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.

#### **Exemptions**

3.1.4—(1) The Secretary of State may exempt a ship of less than 200 gross tonnage from some or all of the requirements of Schedule 1 if —

(a) the exemption—

(i) is reasonable taking account of the size of the ship and the number of persons on board,

(ii) does not result in overall facilities less favourable than those which would result if no exemption had been given, and

(iii) relates to Standard A3.1.7(b), 11(d) and 13 of the Maritime Labour Convention or, as respects floor area only, Standard A3.1.9(f) and (h) to (l) of the Maritime Labour Convention, or

(b) the exemption is otherwise expressly permitted in Standard A3.1 of the Maritime Labour Convention, 2006.

(2) An exemption under this paragraph—

(a) is valid only if given in writing,

(b) may be given subject to such conditions and limitations as the Secretary of State may specify, and

(c) may be altered or cancelled by the Secretary of State giving written notice to the shipowner.

(3) In this paragraph “gross tonnage” means gross tonnage as determined under the Merchant Shipping (Tonnage) Regulations 1997<sup>(8)</sup>.

#### **Equivalences**

3.1.5 —(1) As respects a particular ship, or ships of a particular description, the Secretary of State may approve requirements which, when taken together with the conditions and limitations to which the approval is subject, the Secretary of State considers are substantially equivalent to the requirements which are set out in Schedule 1.

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<sup>7</sup> S.I. 1997/1508 was amended by S.I. 2005/2114.

<sup>(8)</sup> S.I. 1997/1510, amended by S.I. 1998/1916, S.I. 1999/3206 and S.I. 2005/2114.

- (2) An approval under this paragraph —
- (a) is valid only if given in writing,
  - (b) may be given subject to such conditions and limitations as the Secretary of State may specify, and
  - (c) may be altered or cancelled by the Secretary of State giving written notice to the shipowner.

### **Title 3.2 Food and catering**

#### **Provision of food and drinking water**

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

- (a) are suitable in respect of quantity, nutritional value, quality and variety, taking account of—
  - (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 must ensure that food and drinking water provided in accordance with paragraph (1) are provided free of charge to all seafarers while they are on board.

#### **Organisation and equipment of the catering department**

**3.2.2.** The shipowner and the master of a ship must 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,

to the satisfaction of the surveyor.

*Note: Compliance with MSN 1845(M) will satisfy the surveyor that these requirements are being met.*

#### **Inspection of food and catering provision**

**3.2.3.**-(1) The master of a ship must ensure that, not less than once a week—

- (a) the supplies of food and drinking water on board are inspected to check compliance with paragraphs 3.2.1 and 3.2.2, and
- (b) the catering department and its equipment are inspected to check compliance with paragraph 3.2.2.

(2) An inspection under paragraph 1 must be carried out by—

- (a) the master, or
- (b) a person authorised by the master,

together with a member of catering staff.

(3) The master must ensure that the results of any inspection under paragraph (1) are recorded in the official logbook of the ship.

#### **Requirement to carry a qualified ship's cook**

**3.2.4.** —(1) This paragraph applies to a sea-going United Kingdom ship which ordinarily operates with 10 or more seafarers on board, and which does not operate exclusively on domestic voyages within 60 miles of a safe haven in the UK.

(2) Subject to paragraphs (3) and (4) the shipowner and the master of a ship to which this paragraph applies must 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 Secretary of State may grant an exemption from paragraph (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 food and personal hygiene and handling in accordance with the relevant requirements of Schedule 2.

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

(5) An exemption or approval by the Secretary of State must be given in writing, may be given subject to such conditions and limitations as he may specify, and may be altered or cancelled.

### **Recognition of certificates of competency**

**3.2.5.**—(1) A valid certificate of competency—

(a) issued under the Merchant Shipping (Certification of Ships' Cooks) Regulations 1981<sup>9</sup>,

(b) treated as equivalent under regulation 8 of those Regulations, or

(c) deemed under regulation 9 of those Regulations to be issued pursuant to section 43 of the 1970 Act,

(d) as a ships' cook issued by an E.U. Member State or an Administration after the date they ratify the Maritime Labour Convention (2006), providing that in addition to a current ships' cook certificate they hold the basic training listed in Schedule 2.

is acceptable for the purposes of 3.2.4

*Note: A certificate of competency recognised under this provision will be valid for a period of 5 years, which period will begin once the MLC Regulations governing food and catering come into force later this year.*

### **Training requirements for catering staff and other persons processing food in the galley**

**3.2.6.** This paragraph does not apply to a sea-going United Kingdom ship which operates exclusively on domestic voyages within 60 miles of a safe haven in the UK.

The shipowner and the master of a ship must 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 Schedule 2, 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 Schedule 2.

## **Title 4.1 Medical Care**

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<sup>9</sup> S.I. 1981/1076.

Merchant Shipping (Standards of Training, Certification and Watchkeeping) Regulations 2015 (S.I. 2015/782)

*Note: Relevant guidance is included in MSN 1865(M).*

The Merchant Shipping and Fishing Vessels (Medical Stores) Regulations 1995 (S.I. 1995/1802)<sup>10</sup> and MSN 1768(M+F) which supplements it.

*Note: Relevant guidance on Radio Medical Advice for Ships is included in MGN 225(M+F)*

### **Shipowner duty to make provision for seafarer medical and other expenses**

- 4.1.1.**—(1) This standard applies in relation to a seafarer who experiences sickness or injury falling within paragraph (2) or (3).
- (2) Sickness or injury falls within this paragraph if it—
- (a) first occurs during a period which starts on the date on which that seafarer's seafarer employment agreement commences and ends on the date on which the shipowner's duty to repatriate ends; and
  - (b) does not first occur during a period of leave which is not shore leave.
- (3) Sickness or injury falls within this paragraph if it arises from the seafarer's employment during the period referred to in paragraph (2)(a), whether it occurs during that period or not.
- (4) Subject to paragraphs (5) to (8), the shipowner must—
- (a) ensure that the seafarer is provided with medical care on board, so far as is practicable; and
  - (b) meet any expenses falling within paragraph (5) reasonably incurred in connection with the seafarer's sickness or injury.
- (5) Expenses falling within this paragraph are—
- (a) expenses of surgical, medical, dental or optical treatment (including the repair or replacement of any appliance); and
  - (b) expenses for board and lodging.
- (6) The duty to meet expenses referred to in paragraph (4)(b)—
- (a) does not apply to expenses which are met by a public authority; and
  - (b) does not affect any duty on the shipowner under paragraph 2.5.4 of this Annex, and does not apply in respect of any expenses met by the shipowner under that duty.
- (7) Subject to paragraph (8), the duty to meet expenses referred to in paragraph (4)(b) is limited to 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.
- (8) If sub-paragraph (b) of paragraph (7) applies and a certifying medical practitioner subsequently notifies the seafarer that the decision referred to in that sub-paragraph is reversed, the duty to meet expenses referred to in paragraph (4)(b) is limited to expenses incurred during the period set out in paragraph (7)(a).
- (9) The shipowner may recover from the seafarer as a civil debt any expenses it has met under the duty to meet expenses referred to in paragraph (4)(b) in connection with—
- (a) injury incurred otherwise than in the service of the ship;
  - (b) injury or sickness arising from the wilful misconduct of the seafarer which is injured or sick; or

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<sup>10</sup> S.I. 1995/1802 was amended by S.I. 1996/2821 and S.I. 1997/2971.

(c) injury or sickness intentionally concealed by the seafarer prior to entering into the seafarer employment agreement.

### **Duty to carry a medical practitioner on ship**

4.1.2.—(1) A shipowner must not allow a ship to which this paragraph applies and which is within paragraph (2)—

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

unless a medical practitioner is carried on the ship.

(2) A ship is within this paragraph if—

- (a) it has 100 or more persons on board; and
- (b) it is engaged on a voyage which is an international voyage lasting more than 72 hours.

In this standard:

“medical practitioner” means a person approved by the Secretary of State to issue medical fitness certificates who is —

(a) in the case of a practitioner based in the United Kingdom, a fully registered person who holds a licence to practise;

(b) in the case of a practitioner not based in the United Kingdom, a person—

- (i) entitled to practise in the country or territory in which that practitioner is based;
- (ii) whose qualifications are specified in Merchant Shipping Notice MSN 1839 as sufficient for the holder to become a fully registered person if they were based in the United Kingdom; and
- (iii) whose entitlement and qualifications to practice have been subject to satisfactory periodic assessment in a manner which satisfies the requirements specified in Merchant Shipping Notice MSN 1839.

### **Right to medical attention**

4.1.3.—(1) When a ship is in a port of call, and a seafarer wants to seek medical attention of a kind which is not available on board the ship, the shipowner must permit this where reasonably practicable.

## **Title 4.2 Shipowner’s liability**

4.2.1.—(1) A shipowner must not allow a ship—

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

unless the requirement in paragraph (2) is met.

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

### **Shipowner liability for wages following sickness or injury sustained by seafarer**

4.2.2.—(1) Subject to paragraph (8), this standard applies in relation to a seafarer who experiences sickness or injury which—

(a) first occurs during a period which starts on the date on which that seafarer’s seafarer employment agreement commences and ends on—

- (i) the date on which the shipowner’s duty to repatriate that seafarer under paragraph 2.5.1 ends; or

(ii) if there is no such duty, the date on which the seafarer employment agreement ends;  
Or (b) first occurs subsequent to that period but is caused by circumstances or events arising during that period,

and results in the seafarer's incapacity for work.

(2) If the seafarer does not receive the basic wages payable under the seafarer employment agreement for the period starting on the date of the injury or the first day of the sickness referred to in paragraph (1) and ending on the date on which the seafarer is repatriated or otherwise leaves the ship, the shipowner must 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 basic wages which would have been payable to the seafarer under that agreement if the seafarer had remained fit for work throughout that period.

(3) Subject to paragraphs (4) and (5), if the seafarer remains incapacitated for work for the reason described in paragraph (1) after being repatriated or otherwise leaving the ship, and does not receive the basic 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 must 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 basic wages which would have been payable to the seafarer under that agreement if the seafarer had remained fit for work throughout that period, and (if the agreement would otherwise have terminated during that period) if the agreement had continued on the same terms throughout that period.

(4) The amount which the shipowner must pay to the seafarer under paragraph (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—

(a) Part XI of the Social Security Contributions and Benefits Act 1992<sup>(11)</sup> (statutory sick pay);

(b) Part 1 of the Welfare Reform Act 2007<sup>(12)</sup> (employment and support allowance); and

(c) the Social Security (Industrial Injuries) (Mariners' Benefits) Regulations 1975<sup>(13)</sup> (industrial injuries disablement benefit),

or any laws or arrangements in the country to which the seafarer is repatriated under which the seafarer is entitled to similar financial support.

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

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

(7) Paragraph 2.5.6 of this Annex applies in respect of property left behind on the ship by a seafarer to which this standard applies as it does in respect of property left behind by a seafarer falling within paragraph 2.5.6.1.

(8) Paragraphs (1) to (6) above do not apply to a seafarer insofar as—

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

(b) the injury or sickness referred to in paragraph (1) was incurred due to the seafarer's wilful misconduct; and

(c) the sickness or incapacity for work existed on the date on which the seafarer entered the seafarer's employment agreement, and the seafarer deliberately concealed the sickness or incapacity from the shipowner.

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<sup>(11)</sup> 1992 c.4.

<sup>(12)</sup> 2007 c.5.

<sup>(13)</sup> S.I. 1975/470.

### **Shipowner liability in respect of burial or cremation of seafarer**

4.2.3 —(1) Subject to paragraph (2), if a seafarer dies while employed to work on a ship, the shipowner must meet any expenses reasonably incurred in connection with the seafarer's burial or cremation.

(2) The duty in paragraph (1) does not apply—

- (a) if the seafarer dies while ashore in the seafarer's country of residence; or
- (b) to expenses which are met by a public authority.

### **Shipowners' financial security requirement**

**4.2.4.**—(1) "Shipowner's security" means a contract of insurance (or other form of security) relating to a ship which—

(a) provides financial assurance of an amount which the shipowner reasonably considers adequate to ensure that the shipowner will be able to meet any liabilities that the shipowner may have, including liabilities under seafarer employment agreements, to provide compensation in the event of death or long-term disability arising from occupational injury, illness or hazard to seafarers whose normal place of work is on board the ship; and

(b) provides that—

(i) any such seafarer who suffers an occupational injury, illness or hazard—

- (aa) occurring during the period of validity of the shipowner's security; and
- (bb) causing long term disability; or

(ii) where the occupational injury, illness or hazard causes the death of the seafarer, the seafarer's personal representatives,

may submit a claim for compensation directly to the shipowner's security provider in respect of the disability or, as the case may be, death of the seafarer.

(2) A ship must not be operated unless shipowner's security is in force in relation to the ship.

(3) The shipowner must ensure that for each shipowner's security in force in relation to the ship, a shipowner's security document containing the information specified below is carried on board. together with any English translation, is displayed in a conspicuous place on board ship.

"Shipowner's security document" means a certificate or other documentary evidence of shipowner's security issued by the shipowner's security provider

#### Information to be included in Shipowner's security document

1. The name of the ship to which the shipowner's security relates.
2. The port of registry of the ship.
3. The call sign of the ship.
4. The International Maritime Organisation number of the ship.
5. The name and address of the shipowner's security provider.
6. The contact details of the person at the shipowner's security provider responsible for handling claims made by seafarers.
7. The name of the shipowner.
8. The period of validity of the shipowner's security.

9. A declaration from the shipowner's security provider that the shipowner's security meets the requirements of standard A4.2.1 of the MLC."

### **Title 4.3 Health and safety**

The requirements of the Merchant Shipping and Fishing Vessels (Health and Safety at Work) Regulations 1997 (S.I. 1997/2962)<sup>14</sup>, regulations 5, 7, 11, 12, 14 – 21 and 22, as if they were modified so that references to obligations in respect of workers were also obligations in respect of seafarers, and such obligations were owed to the worker/seafarer by the shipowner in addition to any employer owing those duties, and as if:

**4.3.1.** The requirement for a safety committee under Regulation 17 applies to any ship on which five or more seafarers work.

**4.3.2.** The person conducting the assessment referred to in Regulation 7 paragraphs (1) and (2), or a review referred to in paragraph (3), were required have regard to relevant statistical information and associated advice on occupational health and safety.

For the purposes of paragraph 4.3.2, relevant statistical information and associated advice on occupational health and safety means the MAIB Annual Report, the Code of Safe Working Practices for Merchant Seafarers, and any Merchant Shipping Notices and Marine Guidance Notices issued by MCA relating to the health and safety of seafarer.

In addition, the following paragraphs apply.

### **Reporting of occupational diseases**

**4.3.3 .—**(1) This paragraph applies where—

(a) an employer receives a written report from a medical practitioner which indicates that a seafarer who has worked on the ship has (or has had) a disease listed in column 1 of the table in Schedule 3 of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995(S.I. 1995/3163); and

(b) that seafarer was involved in an activity listed in column 2 of that table as corresponding to that disease when working on the ship.

(2) The employer must—

(a) have regard to the International Labour Organization guidance concerning the protection of workers' personal data;

(b) complete the form set out at Schedule 3 to this notice in respect of the seafarer; and

(c) send the completed form to the address specified on the form referred to in (b).

*Note: for convenience, a link to Schedule 3 of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 is below.*

<http://www.legislation.gov.uk/ukxi/1995/3163/schedule/3/made>

For the purposes of this standard:

"fully registered person" has the meaning given in section 55(1) of the Medical Act 1983<sup>(15)</sup>;

"licence to practise" has the meaning given in section 55(1) of the Medical Act 1983<sup>(16)</sup>;

"medical practitioner" means—

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<sup>14</sup> S.I. 1997/2962 was amended by S.I. 1998/2411 and S.I. 2001/54.

<sup>(15)</sup> 1983 c.54. The relevant amendments to section 55(1) were made by S.I. 2000/3041, S.I. 2006/1914, S.I. 2007/3101 and S.I. 2008/1774.

<sup>(16)</sup> The relevant amendment to section 55(1) was made by S.I. 2002/3135.

- (a) in the case of a practitioner based in the United Kingdom, a fully registered person who holds a licence to practise,
- (b) in the case of a practitioner not based in the United Kingdom, a person—
  - (i) entitled to practise in the country or territory in which that practitioner is based;
  - (ii) whose qualifications are specified in Merchant Shipping Notice MSN 1839 (M) as sufficient for the holder to become a fully registered person if they were based in the United Kingdom; and
  - (iii) whose entitlement and qualifications to practice have been subject to satisfactory periodic assessment in a manner which satisfies the requirements specified in Merchant Shipping Notice MSN 1839 (M).

*Note: Information about acceptable overseas qualifications is available on the General Medical Council's website:*

[http://www.gmc-uk.org/doctors/registration\\_applications/acceptable\\_primary\\_medical\\_qualification.asp](http://www.gmc-uk.org/doctors/registration_applications/acceptable_primary_medical_qualification.asp)

### **Extension of duties in other Regulations as regards seafarers who are not workers**

**4.3.4.**—(1) This paragraph applies if—

- (a) a duty in one of the Regulations listed below is owed by an employer to a worker on a ship which is not a fishing vessel in respect of a risk; and
- (b) at least one seafarer who is not a worker is exposed to that risk.

(2) The shipowner must, so far as is reasonably practicable and appropriate, ensure that any action taken by any person to discharge the duty referred to in paragraph (1)(a) in respect of that risk as regards workers is also taken as regards seafarers.

The Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Electromagnetic Fields) Regulations 2016<sup>(17)</sup>

The Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Artificial Optical Radiation) Regulations 2010<sup>(18)</sup>

The Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Asbestos) Regulations 2010<sup>(19)</sup>

The Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Work at Height) Regulations 2010<sup>(20)</sup>

The Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Chemical Agents) Regulations 2010<sup>(21)</sup>

The Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Biological Agents) Regulations 2010<sup>(22)</sup>

The Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Carcinogens and Mutagens) Regulations 2007<sup>(23)</sup>

The Merchant Shipping and Fishing Vessels (Control of Vibration at Work) Regulations 2007<sup>(24)</sup>

The Merchant Shipping and Fishing Vessels (Control of Noise at Work) Regulations 2007<sup>(25)</sup>

The Merchant Shipping and Fishing Vessels (Lifting Operations and Lifting Equipment) Regulations 2006<sup>(26)</sup>

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<sup>(17)</sup> S.I. 2016/1026  
<sup>(18)</sup> S.I. 2010/2987.  
<sup>(19)</sup> S.I. 2010/2984.  
<sup>(20)</sup> S.I. 2010/332.  
<sup>(21)</sup> S.I. 2010/330.  
<sup>(22)</sup> S.I. 2010/323.  
<sup>(23)</sup> S.I. 2007/3100.  
<sup>(24)</sup> S.I. 2007/3077.  
<sup>(25)</sup> S.I. 2007/3075.  
<sup>(26)</sup> S.I. 2006/2184.

The Merchant Shipping and Fishing Vessels (Provision and Use of Work Equipment) Regulations 2006<sup>(27)</sup>

The Merchant Shipping and Fishing Vessels (Safety Signs and Signals) Regulations 2001<sup>(28)</sup>

The Merchant Shipping and Fishing Vessels (Personal Protective Equipment) Regulations 1999<sup>(29)</sup>

The Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Employment of Young Persons) 1998

The Merchant Shipping and Fishing Vessels (Manual Handling Operations) Regulations 1998<sup>(30)</sup>

The Merchant Shipping (Safety at Work Regulations) (Non-UK Ships) Regulations 1988<sup>(31)</sup>

The Merchant Shipping (Entry into Dangerous Spaces) Regulations 1988<sup>(32)</sup>

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<sup>(27)</sup> S.I. 2006/2183.

<sup>(28)</sup> S.I. 2001/3444.

<sup>(29)</sup> S.I. 1999/2205.

<sup>(30)</sup> S.I. 1998/2857.

<sup>(31)</sup> S.I. 1988/2274.

<sup>(32)</sup> S.I. 1988/1638.

## Schedule 1

(Annex 1, paragraphs 3.1.1.2 and 3.1.2)

Crew accommodation standards for ships the keel of which is laid after  
20 August 2013

1. New ships the keel of which is laid after 20 August 2013 must comply with the requirements for crew accommodation set out in this Schedule.

### 2. General

2.1 All parts of the crew accommodation except store rooms shall:-

- (a) wherever practicable be situated amidships or aft; but in no case shall any part of the crew accommodation, except a store room be situated forward of the collision bulkhead; and
- (b) be situated wholly above the Summer Load Line (if any) marked on the ship in accordance with the provisions of rules made or treated as made under Schedule 3 of the Merchant Shipping Act 1995.

2.2 The crew accommodation shall be so situated, constructed and arranged as to exclude so far as reasonably practicable:-

- (a) from the crew accommodation, noise coming from other parts of the ship; and
- (b) from any part of the crew accommodation noise coming from other parts of it.

2.3 Sleeping rooms forming part of the crew accommodation of a passenger ship shall not be situated immediately beneath a working passageway.

2.4 Any bulkhead, casing or deck separating a sleeping room from:-

- (a) a machinery space;
- (b) a mess room;
- (c) a recreation room;
- (d) a room in which films or television are shown;
- (e) a games room; and
- (f) a public room

shall be acoustically insulated in a way which will prevent the occupants of that sleeping room from being disturbed by excessive noise from that space or room.

2.5 All parts of the crew accommodation except cold store rooms, shall have a clear headroom of at least 203 centimetres at every point where and free movement is necessary, but a reduction in headroom in any space or part of a space in such accommodation may be permitted if it is reasonable to do so and such reduction will not result in discomfort to the crew.

2.6 With the exception of hospitals on passenger ships, no part of the crew accommodation shall be shared with passengers or used by or for the benefit of passengers.

2.7 Inside panelling in the crew accommodation shall be constructed of a suitable material.

2.8 The crew accommodation shall be so situated, constructed and arranged as to ensure the exclusion from the crew accommodation effluvia originating in other spaces in the ship.

2.9 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 MCA, may after consultation with the shipowners' and seafarers' organisations concerned permit fairly applied variations on condition that such variations do not result in overall facilities less favourable.

- 2.10 Ships of less than 200 gross tonnage may be exempted after consultation with the shipowners' and seafarers' organisations, where it is reasonable to do so, taking into account the size of the ship and the number of persons on board in relation to the requirements of the following parts of this MSN:
- (a) section 20; and
  - (b) paragraphs 7.1(b), and 11.1(b) to 11.8 inclusive, with respect to floor area only.

### **3. Divisions between the crew accommodation and other parts of the ship**

- 3.1 Bulkheads which enclose any part of the crew accommodation and are exposed to the weather shall be properly constructed of steel or other suitable material and shall be of watertight construction; any openings in them shall be provided with means of a weathertight closure. The means of a weathertight closure for any entrance shall be a hinged door.
- 3.2 Bulkheads which enclose any part of the crew accommodation and are exposed to the weather, and any part of the side of the ship which forms a wall or part of a wall of the crew accommodation; shall be so insulated as to prevent overheating or condensation unless the crew accommodation is so protected by its situation and ventilation that overheating and condensation are unlikely to occur.
- 3.3 Every bulkhead, casing or deck separating any part of the crew accommodation from any space (including a cold store room) which is subject to abnormal heat or cold shall be so insulated as to prevent condensation or discomfort to the crew.
- 3.4 Every bulkhead which separates any part of the crew accommodation (other than recreation deck space) from a space used as:
- (a) a machinery space;
  - (b) a bunker;
  - (c) a room for storing fire extinguishing gases;
  - (d) a chain locker;
  - (e) a cofferdam;
  - (f) a cargo space;
  - (g) a store room;
  - (h) a lamp room or a paint room;
  - (i) a battery locker
- shall be of gastight construction, and shall be of watertight construction where necessary to protect the crew accommodation.
- 3.5 There shall be no opening in any of the bulkheads referred to in paragraph 3.4 except that:-
- Where sanitary accommodation or changing rooms provided for the exclusive use of engine room officers and rating are sited adjacent to the propelling machinery space there may be an opening in the propelling machinery space bulkhead to the sanitary accommodation or changing rooms and an opening from the sanitary accommodation to a passageway forming part of the crew accommodation provided that a hinged, steel self-closing gastight door is fitted to one of such openings.
- 3.6 No batteries of a type which emit gases shall be stored in the crew accommodation and there shall be no opening from the crew accommodation into a space where such batteries are stored. Precautions shall be taken to ensure that fumes from batteries cannot be discharged into the crew accommodation.
- 3.7 No manhole or other opening to a fuel tank shall be situated in the crew accommodation.

#### **4. Interior bulkheads**

4.1 All bulkheads within the crew accommodation shall be properly constructed of steel or other suitable material.

4.2

(a) Every bulkhead which separates any part of crew accommodation from:-

- (a) sanitary accommodation;
- (ii) a laundry;
- (iii) a drying room;
- (iv) a galley;
- (v) a cold store room;
- (vi) a dry provision store room

shall be of gastight construction, and

(b) Every bulkhead which separates any part of the crew accommodation from any of the spaces specified in subparagraphs (a)(i) to (v) inclusive shall be watertight to a height of not less than 23 centimetres, except in the case of doorways situated in bulkheads when the bulkheads shall be watertight to a height of not less than 10 centimetres.

4.3 There shall be no openings in any bulkhead separating any sanitary accommodation, laundry or drying room from any part of the crew accommodation except a passageway, recreation deck space or other sanitary accommodation, laundry or drying room; nor in a bulkhead separating a galley from a sleeping room.

#### **5. Floor decks**

5.1 Every floor deck which forms the floor of any part of the crew accommodation (called a "floor deck") shall be properly constructed. If it is directly over an oil tank or permanent coal bunker it shall be oil tight or gastight respectively. Every floor deck shall have a surface which provides a good foothold and can be easily kept clean. Any floor covering shall be impervious to water and if the deck is directly over an oil tank, impervious to oil.

5.2 Every floor deck made of metal, except floor decks in sanitary accommodation, galleys, laundries and store rooms, shall be covered with material suitable to its purpose. The material shall be laid properly and the joins where the floor meets the walls shall be rounded in such a way as to avoid crevices.

5.3 Every floor deck in sanitary accommodation, galleys and laundries shall be covered with terrazzo tiles or other hard material which is impervious to liquids and provides a good foothold. The covering shall be properly laid and joins where the floor meets the walls shall be rounded in such a way as to avoid crevices.

#### **6. Pipes in crew accommodation**

6.1 Hawse pipes shall not pass through crew accommodation.

#### **7. Heating**

7.1 Except in ships employed solely within the Tropics or the Gulfs area, all sleeping rooms, mess rooms, day rooms, recreation rooms, rooms for watching films and television, hobbies and games rooms, offices, studies, sanitary accommodation and hospitals shall be installed with a main heating system capable of ensuring that when:-

- (a) The ventilation system provided for the room or crew accommodation is working as to supply at least 25 cubic metres of fresh air per hour for each person which

- the room or crew accommodation is designed to accommodate at any one time;  
and  
(b) The temperature of the ambient air is  $-1^{\circ}\text{C}$  the temperature in that room or crew accommodation can be maintained at  $21^{\circ}\text{C}$ .

7.2 The main heating system shall be operated by steam, hot water or electricity, or shall be a system supply warm air.

7.3 Means for turning on or off or varying the heat emitted by a radiator or other heating device without using a tool or key shall, wherever reasonably practicable, be provided in the space in which that radiator or other device is fitted. All heating equipment shall be so constructed that its operation is not affected by the use or non- use of propelling machinery, steering gear, deck machinery, calorifiers or cooking appliances.

7.4 (a) Subject to subparagraph (b) below, the crew accommodation shall be heated by means of the main heating system at all times when any members of the crew are living or working on board and the circumstances are such that heating is required.

(b) Heating by means of the main heating system need not be provided when the vessel is in port if such parts of the crew accommodation as are then in use provided with a safe and efficient temporary means of heating capable of ensuring the standard required by paragraph 7.1.

7.5 Heating equipment shall be so constructed and installed, and if necessary shielded, as to avoid risk of fire or of danger of discomfort to the crew.

## 8. Lighting

8.1 In passenger ships all parts of the crew accommodation, except galleys, pantries, laundries, drying room, lockers, private and semi-private bathrooms and store rooms, shall wherever reasonably practicable be adequately lit by natural light.

8.2 In all other ships other than passenger ships:-

(a) subject to paragraph (b) below, all parts of the crew accommodation except galleys, pantries, laundries, drying room, lockers, private and semi-private bathrooms and store rooms shall be adequately lit by natural light; and

(b) sanitary accommodation and passageways shall wherever practicable be adequately lit by natural light.

8.3 An electric lighting system shall be installed which is capable of supplying adequate light in all parts of the crew accommodation. Electric lights shall be so arranged as to give maximum benefit to the crew and shall include an electric reading lamp for each bed with a controlling switch at the head of the bed.

## 9. Ventilation

9.1 Every enclosed space in the crew accommodation, except a cold store room, shall be provided with a ventilation system capable of maintaining the air in that space in a sufficiently pure condition for the health and comfort of the crew in all conditions of weather and climate which the ship is likely to encounter during the voyages on which she is intended to be engaged, and capable of being controlled as necessary for that purpose.

9.2 Without prejudice to the generality of paragraph 9.1:-

(a) in all foreign going ships of 1000 tons or over except those regularly engaged in latitudes north of latitude  $50^{\circ}$  north or south of latitude  $45^{\circ}$  south; and

(b) in all ships of under 1000 tons regularly engaged on voyages solely with the area of the Tropics or the Gulfs area the ventilation system provided for every enclosed space in the crew accommodation except a cold store or a galley shall be an air conditioning system which shall be designed:-

- (i) to maintain the air at a satisfactory temperature and relative humidity as compared with the outside air conditions, and to ensure a sufficiency of air changes in all air-conditioned spaces; and
- (ii) to take account of the particular characteristics of operations at sea and not produce objectionable noises and vibrations.

9.3 In ships provided with an air-conditioning system, sanitary accommodation, laundries, drying rooms, changing rooms and pantries shall be provided with mechanical exhaust ventilation capable of ensuring rates of air changes sufficient for the type of accommodation for which it is provided.

## 10. Drainage

10.1 The crew accommodation shall be efficiently drained. In particular:-

- (a) drainage pipes and channels shall be provided wherever necessary to clear water shipped from the sea; and
- (b) in order to preclude effluvia from the crew accommodation, the soil and other waste water drainage system shall be so arranged and fitted with such water seals, air vents and storm valves as are necessary to prevent siphonage or blow-back.

10.2 Each space in the sanitary accommodation (except private bathrooms) and each laundry must be served by one or more scuppers which do not serve any space other than sanitary accommodation or another laundry.

10.3 There must be no drainage into sanitary accommodation from any source outside that accommodation except other sanitary accommodation.

## 11. Sleeping rooms

11.1 When sleeping accommodation onboard ships is required, the following requirements for sleeping rooms apply:

- (a) in ships other than passenger ships, an individual sleeping room shall be provided for each seafarer, in case of ships less than 3000 gross tonnage or special purpose ships, exemptions from this requirement may be granted after consultation with the shipowners' and seafarers' organisations concerned;
- (b) in single berth seafarers' sleeping rooms the floor area should be not less than:
  - (i) 4.5 square metres in ships of less than 3000 gross tonnage;
  - (ii) 5.5 square metres in ships of 3000 gross tonnage or over but less than 10,000 gross tonnage;
  - (iii) 7 square metres in ships of 10,000 gross tonnage or over.

11.2 However, in order to provide single berth sleeping rooms on ships of less than 3000 gross tonnage, passenger ships and special purpose ships, a reduced floor area may be permitted.

11.3 In ships of less than 3000 gross tonnage other than passenger ships and special purpose ships, sleeping rooms may be occupied by a maximum of two seafarers; the floor area of such sleeping rooms shall not be less than 7 square metres.

11.4 On passenger ships and special purpose ships the floor area of sleeping rooms for seafarers not performing duties of ships' officer shall be not less than:

- (i) 7.5 square metres in rooms accommodating two persons;
- (ii) 11.5 square metres in rooms accommodating three persons;
- (iii) 14.5 square metres in rooms accommodating four persons.

11.5 On special purpose ships sleeping rooms may accommodate more than four persons the floor area of such sleeping rooms shall not be less than 3.6 square metres per person.

11.6 In the case of seafarers performing the duty of petty officers there should be not more than two persons per sleeping room.

11.7 On passenger ships and special purpose ships the floor area for seafarers performing the duties of ships' officers where no private sitting room or day room is provided, the floor area per person for junior officers shall not be less than 7.5 square metres and for senior officers not less than 8.5 square metres; junior officers are understood to be at operational level and senior officers at the management level.

11.8 On ships other than passenger ships and special purpose ships, sleeping rooms for seafarers who perform the duties of ships' officers, where no private sitting room or day room is provided, the floor area per person shall be not less than:

- (i) 7.5 square metres in ships of less than 3000 gross tonnage;
- (ii) 8.5 square metres in ships of less than 3000 gross tonnage or over but less than 10,000 gross tonnage;
- (iii) 10 square metres in ships of 10,000 gross tonnage or over.

11.9 The master, the chief engineer and the chief navigating officer shall have, in addition to their sleeping rooms, an adjoining sitting room, day room, or equivalent additional space ships of less than 3000 gross tonnage may be exempted from this requirement after consultation with the shipowners' and seafarers' organisations.

11.10 In determining the floor area of a room for the purpose of this requirement, spaces occupied by berths, lockers, seats, or chests of drawers and other furniture shall be included in the measurement of the floor area but spaces which by reason of their small size or irregular shape cannot accommodate furniture and do not contribute to the area available for free movement shall not be so included.

11.11 Where sleeping rooms are shared, separate sleeping rooms must be provided for male and female persons.

## 12. Beds

12.1 Every sleeping room shall be fitted with a bed for each person accommodated in the room.

12.2 Beds shall not be fitted fore and aft along ships' sides unless the size of the room is such that it would be impracticable to fit them elsewhere. Where beds are fitted along the ships' side, they shall be in single-tier, except in a room where there is no sidescuttle fitted or in which any sidescuttle fitted is fitted clear of the beds.

12.3 The minimum inside dimension of beds shall be adequate to accommodate mattresses of a size not less than 198 centimetres by 80 centimetres.

12.4 Every bed shall be fitted with either:-

- (a) a spring bottom or spring under-mattress and a top mattress of a material which will resist damp and is unlikely to harbour vermin; or

(b) a suitably resilient mattress on a suitably ventilated base.

12.5 Leeboards or lee-rails shall be fitted to the upper berth of every double tier bed.

12.6 Where a double tier bed is fitted a suitable portable ladder shall be supplied for access to the upper berth. The ladder shall be so constructed that it hooks on to the lee rail to prevent slipping when in use. Suitable provision shall be made for its safe stowage when not in use.

### **13. Furniture and fittings in sleeping rooms**

13.1 Every sleeping room shall be so planned and equipped as to ensure reasonable comfort for the occupants and to facilitate tidiness.

13.2 For each occupant, the furniture shall include a clothes locker of ample space (minimum 475 litres) and a drawer or equivalent space of not less than 56 litres; if the drawer is incorporated in the clothes locker then the combined minimum volume of the clothes locker shall be 500 litres; it shall be fitted with a shelf and be able to be locked by the occupant so as to ensure privacy.

13.3 Each sleeping room shall be provided with a table or desk, which may be fixed, drop-leaf or slide-out type, and with comfortable seating accommodation.

13.4 Sleeping rooms shall be fitted with curtains or equivalent for the sidelights.

13.5 Sleeping rooms shall be fitted with a mirror, small cabinets for toilet requisites, a book rack and a sufficient number of coat hooks.

13.6 With the exception of passenger ships, each sleeping room shall be provided with a washbasin having hot and cold running fresh water, except where such a washbasin is situated in the private bathroom provided.

### **14. Mess Rooms**

14.1 Unless the circumstances are such that no members of the crew are required to mess onboard, mess rooms shall be provided for the crew; each mess room shall be large enough to accommodate the greatest number of persons likely to use it at any one time.

14.2 Mess rooms shall be located away from sleeping rooms and as close as practicable to the galley. Ships of less than 3000 gross tonnage may be exempted from this requirement after consultation with the shipowners' and seafarers' organisations concerned.

14.3 Mess rooms should be of adequate size and comfort and properly furnished and equipped (including ongoing facilities for refreshment), taking account of the number of seafarers likely to use them at any one time; provision shall be made for separate or common mess room facilities as appropriate.

14.4 Mess room facilities may be either common or separate. The decision in this respect should be taken after consultation with seafarers' and shipowners' representatives and subject to the approval of the MCA. Account should be taken of factors such as the size of the ship and the distinctive cultural, religious and social needs of the seafarers.

14.5 Where separate mess room facilities are to be provided to seafarers, then separate mess rooms shall be provided for:

- (a) master and officers; and
- (b) petty officers and other seafarers.

14.6 On ships other than passenger ships, the floor area of mess rooms for seafarers should be not less than 1.5 square metres per person of the planned seating capacity.

## **15. Furniture and fittings in mess rooms**

15.1 In all ships, mess rooms should be equipped with tables, appropriate seats, fixed or moveable, sufficient to accommodate the greatest number of seafarers likely to use them at any one time.

15.2 Every mess room provided for persons who do not provide their own food shall be provided with adequate stowage space for mess utensils in a sideboard, dresser or in separate lockers.

15.3 Every mess room provided for persons who do provide their own shall be fitted with a stowage locker for each person likely to use the room. Each such stowage locker shall be:-

- (i) large enough to contain one person's mess utensils and supply of food;
- (ii) fitted with a secure lock or hasp for a padlock;
- (iii) so fitted as to be clear of the floor by at least 300 millimetres; and
- (iv) adequately ventilated lockers provided in pursuance of this paragraph may be fitted together in the mess room or in a suitable place readily accessible from it.

15.4 There shall be available at all times when seafarers are on-board:

- (a) a refrigerator, which shall be conveniently situated and of sufficient capacity for the number of persons using the mess room or mess rooms;
- (b) facilities for hot beverages; and
- (c) cool water facilities.

15.5 Where available pantries are not accessible to mess rooms adequate lockers for mess utensils and proper facilities for washing utensils shall be provided.

## **16. Recreation spaces**

16.1 Recreation rooms, conveniently situated and appropriately furnished, shall be provided for officers and ratings. Where these are not provided separately from the mess rooms the latter shall be planned, furnished and equipped to give recreational facilities. Furnishings for recreation accommodation shall as a minimum include a bookcase and facilities for reading, writing and where practicable, for games.

16.2 Appropriate seafarers' recreational facilities, amenities and services, as adapted to meet the special needs of seafarers who must live and work on ships, shall be provided on board for the benefit of all seafarers, taking into account provisions on health and safety protection and accident prevention.

16.3 In every ship, deck space permanently reserved for the use of the crew for recreational purposes shall be provided on an open deck. The space shall be adequate in area having regard to the number of persons in the crew and the size of the ship.

## **17. Offices**

17.1 All ships shall be provided with separate offices or common ship's office for use by deck and engineering departments; ships of less than 3,000 gross tonnage may be exempted from this requirement after consultation with the shipowners' and seafarers' organisations concerned.

## **18. Sanitary accommodation**

18.1 The following private and semi-private bathrooms shall be provided for officers:-

- (a) in ships of 5,000 tons, or over but less than 15,000 tons at least 5 officers' sleeping rooms shall be provided with adjoining private bathrooms for the use of the officers occupying those sleeping rooms;
- (b) in ships of 15,000 tons or over every officer's sleeping room shall be provided with an adjoining private bathroom for the use of the officer using that sleeping room;
- (c) without prejudice to (a) in ships of 10,000 tons or over but less than 15,000 tons, every officer's sleeping room which is not provided with an adjoining private bathroom shall have a semi-private bathroom appropriated to it.

18.2 In ships of 25,000 tons or over, other than passenger ships, every ratings sleeping room which is not provided with a private bathroom shall have a semi-private bathroom appropriated to it. These semi-private bathrooms shall not be shared by petty officers and other ratings.

18.3 All seafarers shall have convenient access on the ship to sanitary facilities meeting the minimum standards of health and hygiene and reasonable standards of comfort, with separate sanitary facilities being provided for men and women

18.4 In all ships a minimum of one toilet, one wash basin and one tub or shower or both for every six persons or less who do not have personal facilities shall be provided at a convenient location.

18.5 Every bath and shower shall be provided with a handrail, grating or mat. Except in private or semi-private bathrooms the showers shall be provided with kerbs and individual drainage.

18.6 Hot and cold running fresh water shall be available in all wash places.

18.7 The hot water shall be at a constant temperature of at least 66°C and shall be heated by thermostatically controlled calorifiers of adequate capacity or by some equally safe and efficient means.

18.8 Every shower shall be provided with an anti-scalding mixing valve which shall be set in such a way that the temperature of the shower water can be varied by the person using it to any temperature between the ambient temperature and a temperature of at least:-

- (i) in the case of a thermostatically controlled mixing valve, 38°C but not more than 43°C; or
- (ii) in the case of any other mixing valve, 35°C but not more than 40°C.

18.9 All sanitary spaces shall have ventilation to the open air, independently of any other part of the accommodation.

18.10 Every water closet shall be provided with the following:-

- (a) (i) a water closet pedestal of a single type with a pan of white vitreous china or other suitable material;
- (ii) a hinged seat of a suitable hard smooth impervious material;
- (iii) a trap with a metal inspection plate; and
- (iv) an efficient ventilator connected to the outlet;
- (b) an adequate flush of water which shall always be available and supplied through self-closing non-concussive supply valves with a portable seating of metal which is not likely to become corroded.

18.11 Where water closets specified in paragraph (18.10) would be unsuitable for use by some members of the crew because of distinctive national habits or customs then those water closets

may be suitably adapted or other suitable closets shall be provided for those members of the crew, provided that the sanitary accommodation is equal or comparable to the standard otherwise.

18.12 In ships of 1,600 tons or over the following additional sanitary accommodation shall be provided:-

- (a) a separate room containing a water closet and a washbasin easily accessible from the navigating bridge for the use of those working in that area;
- (b) a separate room containing a water closet and a washbasin within or near to the engine room control compartment or, in ships not fitted with such a compartment within easy access of the propelling machinery space;
- (c) a separate room containing a water closet and a washbasin easily accessible from the galley for the use of those working in that area; and
- (d) except in ships in which single-berth sleeping rooms and private or semi-private bathrooms are provided for the use of all engine room personnel, washing accommodation fitted with showers, washbasins and mirrors in sufficient number having regard to the number of such personnel, not provided with single-berth sleeping rooms and private or semi-private bathrooms situated in a place outside but conveniently close to the propelling machinery space.

## **19. Supply of drinking water and fresh water**

19.1 Cold drinking water for the purposes of drinking, cooking and dishwashing shall be laid on to taps in galleys, bars and pantries and in the case of any mess room provided for members of the crew for whom no pantry is provided, a tap to the mess room.

19.2 The tanks from which the drinking water and the fresh water laid on to the washbasins, baths and showers is supplied and any plant installed on board ship from which drinking water and/or fresh water is produced shall be of a capacity to ensure an adequate supply of such water at all times for all members of the crew, provided that as a minimum the tanks shall be sufficient to provide at least 2 days supply of such water.

19.3 Where drinking water and/or fresh water is produced by plant on board the water so produced shall be treated by suitable automatic means of disinfection.

## **20. Facilities for washing and drying clothes and for hanging oilskins and working clothes**

20.1 In all ships, except where due to the nature of the service the crew are not accommodated overnight, facilities for washing, drying and ironing clothes shall be provided for officers and ratings on a scale appropriate to the size of the crew and the normal duration of the voyage. These facilities shall, wherever possible, be located within easy reach of their accommodation and arrangements shall be made to ensure separate availability of the facilities to officers and ratings.

20.2 The facilities to be provided shall include:-

- (a) suitable sinks and washing machines which may be installed in wash rooms if provision of a separate laundry facility is not reasonably practicable, with an adequate supply of hot and cold fresh water or by means of heating water;
- (b) drying machines and adequately heated and ventilated drying rooms unless drying machines are of a type which dry clothes completely; and
- (c) electric irons and ironing boards or their equivalent.

20.3 Adequately ventilated compartments or lockers solely for use solely for hanging oilskins and other working clothes shall be provided in a place outside but conveniently near to the sleeping rooms. Separate compartments or lockers shall be provided for officers and ratings

20.4 Where washing accommodation is provided in accordance with paragraph 18(12)(d) such accommodation shall be provided with a clothes locker for each member of the engine room department not provided with a single-berth sleeping room and a private or a semi-private bathroom. Clothes lockers so provided shall be considered as complying with the requirements of paragraph 20.3 in respect of lockers for working clothes.

## **21 Galleys**

21.1 Except in ships in which no member of the crew will be required to mess on board, a galley suitably positioned clear of working areas and situated as close as practicable to the mess rooms shall be provided for the preparation of food for the crew.

21.2 Every galley shall be provided with all equipment necessary to enable food in sufficient quantity to be properly and readily prepared for all persons whom the galley is intended to serve and served hot to them in the mess room in all weathers.

21.3 Every galley shall be provided with facilities for washing up. Hot fresh water and cold drinking water shall be laid on to any sink or other washing up facility in the galley. In ships of 3,000 tons or over there shall, in addition, be provided a washbasin supplied with hot and cold fresh water.

21.4 The ventilation in the galley shall be so arranged as to ensure an adequate supply of fresh air and the efficient discharge of fumes into the open air.

## **22 Dry provision store rooms**

22.1 In every ship, except one in which each member of the crew provides his own food, one or more store rooms shall be provided for the storage of provisions for the crew. The rooms shall be fitted with sufficient shelves, cupboards and bins having regard to the maximum period likely to elapse between successive replenishment of stores and to the maximum number of persons for whom food is to be provided. Shelves, cupboards and bins shall be so constructed as to enable them to be effectively cleaned.

22.2 Access to every dry provision store room shall be obtained from a passageway, galley, pantry or other dry provision store room.

## **23 Cold store rooms and refrigerating equipment**

23.1 The following requirements as regards cold store rooms apply:-

- (a) In every foreign going ship of 1,000 tons or over, cold store rooms shall be provided for the storage of perishable provisions;
- (b) In every foreign going ship of under 1,000 tons and in every home trade ship, there shall be provided for the storage of perishable provisions for the crew either cold store rooms or adequate alternative cold store room facilities;
- (c) If the said door opens into any part of the crew accommodation, the door shall be of steel, gastight and self-closing.

23.2 A red warning light outside every cold store room or group of cold store rooms shall be included in the lighting circuit of each such room or groups of rooms. Every cold store room shall be fitted with an internal means of sounding an external alarm and with a means of releasing the door fastenings from the inside.

## **24 Hospitals**

24.1 Ships carrying 15 or more seafarers and engaged on voyages of more than three days duration shall provide separate hospital accommodation to be used exclusively for medical purposes.

24.2 For ships exclusively engaged in near coastal voyages, a suitable room shall be appropriated for use, in case of need, as a temporary hospital. When that room is in use as a temporary hospital it shall not be used for any purpose other than the treatment of sick persons.

24.3 "near-coastal voyage" means a voyage during which the vessel is never more than 150 nautical miles from a safe haven in the United Kingdom, or never more than 30 nautical miles from a safe haven in the Republic of Ireland.

24.4 Every hospital, whether permanent or temporary, shall be so situated that it is as quiet and comfortable as possible and is readily accessible in all weathers:-

- (a) from the sleeping room of a member of the crew who is and is employed as, a duly qualified doctor or nurse; and
- (b) if no such doctor or nurse is carried, from the master's accommodation.

24.5 At least one bed in every permanent hospital shall be a single-tier bed and shall, wherever practicable, be so placed that it is accessible from both sides and from the foot.

## **25 Medical cabinet**

25.1 A cabinet or other suitable facility for storing medicines and other medical stores, which the ship is required by regulations made under Section 85 of the Merchant Shipping Act 1995 to carry for the crew, shall be well ventilated and fitted in a place in the crew area of the ship:-

- (a) is always dry;
- (b) is readily accessible from (but not sited in) the permanent or temporary hospital; and
- (c) is not subject to abnormal heat.

25.2 Where a medical cabinet is required it shall be provided with the following:-

- (a) an outer door with an efficient lock
- (b) where controlled drugs are to be stored, an inner cupboard fitted with a door and a lock which cannot be opened by the same key as the lock to the outer door;
- (c) suitable arrangements for the storage of these medicines, medical stores and associated measuring devices all as required by the regulations referred to in paragraph 25.1; and
- (d) a dispensing counter with a surface that can be easily kept clean.

## **26 Protection from mosquitoes**

26.1 Ships regularly trading in mosquito infested ports shall be fitted with the appropriate devices as required by the competent authority.

**Schedule 2**  
(Annex 1, paragraphs 3.2.5 and 3.2.6)

**Food Safety in Catering**

Learning Outcomes		Assessment Criteria	
1	Understand how individuals can take personal responsibility for food safety	1.1	Outline the importance of food safety procedures, risk assessment, safe food handling and behaviour
		1.2	Describe how to report food safety hazards
		1.3	Outline the legal responsibilities of food handlers and food business operators
2	Understand the importance of keeping him/herself clean and hygienic	2.1	Explain the importance of personal hygiene in food safety including its role in reducing the risk of contamination
		2.2	Describe effective personal hygiene practices, for example, protective clothing, hand washing, personal illnesses, cuts and wounds
3	Understand the importance of keeping the work areas clean and hygienic	3.1	Explain how to keep the work area and equipment clean and tidy to include cleaning and disinfection methods, safe use and storage of cleaning chemicals and materials, and waste disposal
		3.2	State how work flow, work surfaces and equipment can reduce contamination risks and aid cleaning
		3.3	Outline the importance of pest control
4	Understand the importance of keeping food safe	4.1	State the sources and risks to food safety from contamination and cross contamination to include microbial, chemical, physical and allergenic hazards.
		4.2	Explain how to deal with food spoilage including recognition, reporting and disposal
		4.3	Describe safe food handling practices and procedures for storing, preparing, cooking, chilling, reheating, holding, serving and transporting food
		4.4	Explain the importance of temperature controls when storing, preparing, cooking, chilling, reheating, holding, serving and transporting food
		4.5	Describe stock control procedures including deliveries, storage, date marking and stock rotation



# OCCUPATIONAL DISEASE REPORT FORM

FOR UK REGISTERED MERCHANT SHIPS

Employers of seafarers on UK ships are required to complete and submit this form to the MCA when seafarers are diagnosed by a medical practitioner with an occupational disease, and where the seafarers have been engaged in the corresponding type of work specified for that disease under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations.

One form should be completed for each disease.

Please submit the completed form to : Maritime and Coastguard Agency  
Bay 2/17 Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG

Email: [mlc@mca.gov.uk](mailto:mlc@mca.gov.uk)

This form must be completed by the employer or a responsible person.

Completing and signing this form does not constitute an admission of liability of any kind, either by the person making the report or any other person.

## PART A

### About you

1. What is your full name?

2. What is your job title?

3. What is your telephone number?

### About your organisation

4. What is the organisation's name?

5. What is the land based address and postcode?

6. What is the name of the vessel on which the seafarer is currently working?

7. Does the affected person usually work aboard this vessel?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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8. What type of vessel is it?  
(Reference list below)

- (a) Passenger /Cruise / Ferry
- (b) Container / Cargo
- (c) Tanker
- (d) Offshore / Supply / Offshore support
- (e) Research
- (f) Standby
- (g) Tug / Support / Maintenance
- (h) Yacht
- (i) Other – Please specify

9. Where does it operate from and to?

8. What is the name and the address of the doctor?

**PART B**

**About the affected person**

1. What is their Rank

2. What is their job title?

3. What is their date of birth?

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

4. Are they Male  Female

5. Is the affected person *(tick one of the following boxes)*

Employed

Self employed

Trainee / Cadet  
*(Give details below)*

**PART C**

**The disease you are reporting**

6. Please give:  
the name of the disease, and the type of work it is associated with and quote the RIDDOR reference number

7. What is the date on the statement from the doctor who first diagnosed or confirmed the disease?

D	D	M	M	Y	Y	Y	Y
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**PART D**

**Describing the work that led to the disease**

Please describe any work done by the affected person which might have resulted in the disease.

Give as much detail as you can for instance if the disease is thought to have been caused by exposure to an agent at work (eg a specific chemical) please say what the agent is, consider also environmental conditions, the part played by any people, the name and type of machinery involved and any other information which is relevant.

Give your description here:

(Part D contd)

**PART E**

**Your signature**

Your signature

Date:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

If returning by post / fax, please ensure this form is signed, alternatively, if returning by email, please type your name in the signature box.

For official use

Ref No.

Entered by



## Interim Maritime Labour Certificate

Issued under the provisions of Article V and Title 5 of the Maritime Labour Convention, 2006 (referred to below as “the Convention”) under the authority of the Government of the United Kingdom of Great Britain and Northern Ireland by the Maritime and Coastguard Agency, an Executive Agency of the Department for Transport.

### Particulars of the ship

Name of ship			
Distinctive number or letters		Port of registry	
Date of registry		Gross tonnage <sup>1</sup>	
IMO number		Type of ship	
Name and address of the shipowner <sup>2</sup>			

<sup>1</sup> For ships covered by the tonnage measurement interim scheme adopted by the IMO, the gross tonnage is that which is included in the REMARKS column of the International Tonnage Certificate (1969). See Article II(1)(c) of the Convention.

<sup>2</sup> *Shipowner* means the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with this Convention, regardless of whether any other organizations or persons fulfil certain of the duties or responsibilities on behalf of the shipowner.

This is to certify, for the purposes of Standard A5.1.3, paragraph 7, of the Convention, that:

- (a) this ship has been inspected, as far as reasonable and practicable, for the matters listed in Appendix A5-I to the Convention, taking into account verification of items under (b), (c) and (d) below;
- (b) the shipowner has demonstrated to the competent authority or recognized organization that the ship has adequate procedures to comply with the Convention;
- (c) the master is familiar with the requirements of the Convention and the responsibilities for implementation; and
- (d) relevant information has been submitted to the competent authority or recognized organization to produce a Declaration of Maritime Labour Compliance.

This Certificate is valid until  subject to inspections in accordance with Standards A5.1.3 and A5.1.4

Completion date of the inspection referred to under (a) above was

Issued at  on

Signature of the duly authorized official issuing the interim certificate

Name

┌            ┐

Signed

└            ┘

Official Stamp



## Maritime Labour Certificate

*(Note: This Certificate shall have a Declaration of Maritime Labour Compliance attached)*

Issued under the provisions of Article V and Title 5 of the Maritime Labour Convention, 2006 (referred to below as “the Convention”) under the authority of the Government of the United Kingdom of Great Britain and Northern Ireland by the Maritime and Coastguard Agency, an Executive Agency of the Department for Transport.

### Particulars of the ship

Name of ship

--	--	--

Distinctive number or letters

--

Port of registry

--

Date of registry

--

Gross tonnage <sup>1</sup>

--

IMO number

--

Type of ship

--

Name and address of the shipowner <sup>2</sup>


<sup>1</sup> For ships covered by the tonnage measurement interim scheme adopted by the IMO, the gross tonnage is that which is included in the REMARKS column of the International Tonnage Certificate (1969). See Article II(1)(c) of the Convention.

<sup>2</sup> *Shipowner* means the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with this Convention, regardless of whether any other organizations or persons fulfil certain of the duties or responsibilities on behalf of the shipowner.

This is to certify:

1. That this ship has been inspected and verified to be in compliance with the requirements of the Convention, and the provisions of the attached Declaration of Maritime Labour Compliance.
2. That the seafarers' working and living conditions specified in Appendix A5-I of the Convention were found to correspond to the abovementioned country's national requirements implementing the Convention. These national requirements are summarized in the Declaration of Maritime Labour Compliance, Part I.

This Certificate is valid until  subject to inspections in accordance with Standards A5.1.3 and A5.1.4 of the Convention

This Certificate is valid only when the Declaration of Maritime Labour Compliance issued at  on  is attached.

Completion date of the inspection on which this Certificate is based was

<input type="text"/>
<input type="text"/>

Issued at

on

Signature of the duly authorized official issuing the Certificate

Name

┌            ┐

Signed

└            ┘

Official Stamp

*Endorsements for mandatory intermediate inspection and, if required, any additional inspection*

This is to certify that the ship was inspected in accordance with Standards A5.1.3 and A5.1.4 of the Convention and that the seafarers' working and living conditions specified in Appendix A5-I of the Convention were found to correspond to the abovementioned country's national requirements implementing the Convention.

*Intermediate inspection*

(to be completed between the second and third anniversary dates)

Name

Signed

Date

Marine Office

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*Additional endorsements (if required)*

This is to certify that the ship was the subject of an additional inspection for the purpose of verifying that the ship continued to be in compliance with the national requirements implementing the Convention, as required by Standard A3.1, paragraph 3, of the Convention (re-registration or substantial alteration of accommodation) or for other reasons.

*Additional Inspection:*  
*(if required)* Name

Signed

Date

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## Maritime Labour Certificate Declaration of Maritime Labour Compliance – Part I

*(Note: This Declaration must be attached to the ship's Maritime Labour Certificate MSF 2403)*

Issued under the authority of the Government of the United Kingdom of Great Britain and Northern Ireland by the Maritime and Coastguard Agency, an Executive Agency for the Department for Transport. With respect to the provisions of the Maritime Labour Convention, 2006, the following referenced ship:

Name of ship	IMO number	Gross tonnage

is maintained in accordance with Standard A5.1.3 of the Convention. The undersigned declares, on behalf of the above mentioned competent authority, that:

- (a) the provisions of the Maritime Labour Convention are fully embodied in the national requirements referred to below;
- (b) these national requirements are contained in the national provisions referenced below; explanations concerning the content of those provisions are provided where necessary;
- (c) the details of any substantial equivalencies under Article VI, paragraphs 3 and 4, are provided under the corresponding national requirement listed below / in the section provided for this purpose below;
- (d) any exemptions granted by the competent authority in accordance with Title 3 are clearly indicated in the section provided for this purpose below; and
- (e) any ship-type specific requirements under national legislation are also referenced under the requirements concerned.

### 1. Minimum age (Regulation 1.1)

Anyone under the age of 16 years is prohibited from working on a ship. **(MSN 1848(M) Annex 1 paragraph 1.1.1)**

**Merchant Shipping & Fishing Vessels (Health and Safety at Work) (Employment of Young Persons) Regulations 1998 (S.I. No.1998/2411) and MGN 1838 (M+F)** require a risk assessment to be carried out for any person under the age of 18 working on a ship. They define hazardous work and prohibit employment of those under 18 from such work, except in limited circumstances as defined in the regulations.

Night work for seafarers under the age of 18 is prohibited except in specified conditions. Night work is defined as a period of 9 consecutive hours, including the period between midnight and 5 am. A seafarer of the age of 16 or 17 may work at night which would be impaired by the prohibition above. This means:

- Any deck or engineer officer training under STCW Regulations II/1, II/2 and II/3; III/1, III/2 and III/3;
- Any training of ratings forming part of a navigational or engineering watch under STCW II/4 or III/4;
- Training of ratings as AB Deck or Engineer;
- Electro-technical officers under STCW Regulation III/6;
- Electro-technical ratings under STCW Regulation III/7;
- Training of radio personnel under STCW Regulation IV/2;
- Training for alternative certification under STCW Regulation VII
- **(MSN 1848(M) Annex 1 paragraph 1.1.2)**

### 2. Medical certification (Regulation 1.2)

**Merchant Shipping (Medical Certification) Regulations 2010, and Merchant Shipping Notices (MSN 1822(M) and MSN 1815(M))** requires every seafarer working on a seagoing ship to have a valid medical fitness certificate, and prohibits the employment of a seafarer who does not hold such a certificate, except in the circumstances provided for in A1.2.8 and A1.2.9. In urgent cases (A1.2.8) the seafarer's medical certificate must have expired no more than 1 month prior to joining the ship, and must have been issued for the full validity appropriate to the seafarer's age (i.e. 1 year for a seafarer under 18 years of age at the time of issue, and 2 years for other seafarers.)

A valid medical certificate is a UK seafarer medical fitness certificate issued by a recognised medical practitioner, or a certificate issued by another maritime administration and recognised as equivalent. Approved medical practitioners are listed in a Merchant Shipping Notice (currently MSN 1815(M)) and published on the MCA website. The list of countries whose medical certificates are accepted as equivalent in the UK are listed in a Merchant Shipping Notice (currently MSN 1815(M)) and published on the MCA website. The UK medical fitness certificate is valid for no more than 2 years; or no more than one year if the seafarer is under the age of 18 years. If the seafarer is employed at the time of their medical

examination, the employer must bear the cost. The certificate must be in English. (The UK medical fitness certificate includes a statement on colour vision, and so there is no separate validity for a colour vision certificate.)

The Approved Doctor may issue a seafarer with a "Fit" certificate with restrictions on the geographical locations or duties in which the seafarer is fit to work – for example, the restriction "not fit for lookout duties" where the seafarer has a colour vision deficiency. The UK medical standards provide for flexibility to reflect relative risk; this enables doctors to take some account of particular circumstances, such as distance from medical care, and normal duties and requirements for crew members.

### 3. Qualifications of seafarers (Regulation 1.3)

**Merchant Shipping (Training standards of Certification and Watchkeeping) Regulations 2015** set training requirements in accordance with STCW 78 (as amended).

All officers to be qualified as specified on safe manning document. Certificates of competency and familiarisation training – for all seagoing ships, STCW requirements apply except as provided below.

Able seamen: UK has ratified ILO 74, implementation through the Merchant Shipping (Training and Certification) Regulations 1997 (as amended)

**ISM Code Section 6:** The safety management system must demonstrate that all seafarers are qualified and certificated in accordance with UK requirements, given proper familiarisation with their duties and provided with any training they require in accordance with the safety management system. This includes any appropriate professional training for their duties and familiarization training for the ship and for their role on board.

Health and safety legislation (e.g. the **Merchant Shipping and Fishing Vessels (Health and Safety at Work) Regulations 1997** regulation 12 requires all workers to have adequate training to ensure their health and safety while carrying out their duties on board ship.

### 4. Seafarers' employment agreements (Regulation 2.1)

Every seafarer must be provided with a seafarer employment agreement in compliance with the standards specified in **MSN 1848(M) Annex 1 paragraphs 2.1.1 to 2.1.6**.

In addition to the contents required by A2.1.4(a) to (j) UK seafarer employment agreements must include:

- Hours of work
- The grievance and disciplinary procedures
- Any terms and conditions relating to pensions and pension schemes

If the SEA is signed by a representative of the shipowner (e.g. manning agent, franchise supplier), that representative must be named as an authorized representative in the shipowner's DMLC Part 2.

Other documents (for example, collective agreements) may form part of the SEA., The SEA itself and any documents forming part of the SEA, if they are not in English must be available on board in English translation.

Each seafarer must have an original, signed copy of their SEA. A copy of each "master" SEA in use on the ship should be available for inspection on board the ship. (An electronic copy is acceptable for inspection purposes only).

The minimum period of notice for termination of an agreement is 7 days, except by mutual agreement. The minimum period of notice which must be given by the seafarer must be no more than the minimum period of notice which must be given by the shipowner.

The shipowner must provide to the seafarer a record of their employment after the seafarer employment agreement is terminated, including the information specified in **MSN 1848(M) Annex 1 paragraph 2.1.4**. This record must not include information about wages conduct of the seafarer.

Every seafarer is entitled to at least 2.5 days paid leave per month of employment, within each year of employment, plus an additional 8 days paid leave in respect of public holidays, or pro rata if the seafarer is not employed for a full year. (**MSN 1848(M) Annex 1 paragraph 2.4.1**).

The shipowner must grant the seafarer shore leave to benefit their health and wellbeing, as far as is consistent with the operational requirements of their position. (**MSN 1848(M) Annex 1 paragraph 2.4.2**).

The SEA must include the agreed repatriation destination, in accordance with the **MSN 1848(M) Annex 1 paragraph 2.5.2**.

Seafarers must not be required to make an advance payment at the beginning of their employment towards the cost of repatriation or to repay the cost of repatriation, except in the circumstances provided in **MSN 1848(M) Annex 1 paragraph 2.5.5**.

The SEA must include information about health and social security protection benefits provided by the shipowner including provision of medical care; provision for the shipowner to pay a seafarer their wages for up to two months after the wreck or loss of a ship, and provision for compensation in the event of long term illness or disability arising from their employment (**MSN 1848(M) Annex 1 paragraph 2.6.1, 4.2.1 and 4.2.2**).

The shipowner's statutory liability for medical care and for payment of basic wages during illness or injury is limited to 16 weeks, or such time as the seafarer is repatriated if later.

### 5. Use of any licensed or certified or regulated private recruitment and placement service (Regulation 1.4)

IF THE SHIPOWNER RECRUITS SEAFARERS DIRECTLY, THIS SECTION DOES NOT APPLY.

Shipowners must ensure that they use R&P services which are compliant with the MLC. This means that they must be:

- (i) in the United Kingdom
- (ii) in a country which has ratified the Maritime Labour Convention; or
- (iii) complies with the requirements relating to recruitment and placement services referred to in Standard A1.4.5 of the Maritime Labour Convention (**MSN 1848(M) Annex 1 paragraph 1.4.1**)

#### **6. Hours of work or rest (Regulation 2.3)**

**Merchant Shipping (Hours of Work) Regulations 2002 (S.I. 2002/2125)** as amended provide for maximum rest of at least 10 hours in any 24 hour period and 77 hours in any 7 day period. Rest to be broken up into more than 2 periods of which one must be at least 6 hours. **MSN 1842(M)** sets out the detailed requirements, including the format for a schedule of hours of work records. Seafarers must be given a copy of their record of hours of work which must be signed by the master or authorised representative and the seafarer.

Any exception from the above requirements, (other than for emergencies), must be authorised by MCA.

#### **7. Manning Levels for the ship (Regulation 2.7)**

**Merchant Shipping (Training standards of Certification and Watchkeeping) Regulations 2015** require safe manning documents for all seagoing ships of 500 GT or more. A UK safe manning document is on form MSF4232.

**Merchant Shipping and Fishing Vessel (Health and Safety at Work) Regulations 1997** as amended require a safe working environment, including safe patterns of work.

Owners of ships under 500GT may also choose to hold a safe manning document. This must be carried on board the ship and be made available for inspection (paragraph 20.2).

The number of seafarers on board must comply with or exceed the safe manning document in terms of both the number and qualifications of seafarers.

#### **8. Accommodation (Regulation 3.1)**

**Ships the keel of which was laid before 20 August 2013 must comply with the Merchant Shipping (Crew Accommodation) Regulations 1997.**

New ships the keel of which is laid on or after 20 August 2013 must meet the standards set out in **MSN 1844**.

New builds are subject to plan approval. Crew accommodation must be inspected weekly for cleanliness and maintenance by the master or an authorised representative of the master and the results must be recorded in the Official Log book.

#### **9. On-board recreational facilities (Regulation 3.1)**

Ships the keel of which was laid before the date the Merchant Shipping (Maritime Labour Convention) (Crew Accommodation) Regulations 2013 come into force must comply with the **Merchant Shipping (Crew Accommodation) Regulations 1997**.

New ships the keel of which is laid on or after the date the Merchant Shipping (Maritime Labour Convention)(Crew Accommodation) Regulations 2013 come into force must comply with the Merchant Shipping (Crew Accommodation) Regulations 1997

New ships the keel of which is laid on or after the date the Merchant Shipping (Maritime Labour Convention)(Survey & Certification) Regulations 2013 come into force must meet the standards set out in **MSN 1844**.

#### **10. Food and catering (Regulation 3.2)**

The shipowner and the master of a ship must ensure that food and drinking water are provided on the ship which comply with **MSN 1845**, and these must be provided free of charge to all seafarers while they are on board.

A ship's cook must be carried on any ship with 10 or more crew, operating more than 60 miles from a UK safe haven on domestic voyages or operating on international voyages (**MSN 1846 paragraph 2.1**).

On any ship operating more than 60 miles from a UK safe haven on domestic voyages or operating on international voyages on which there is no ship's cook, all catering staff (those who prepare or serve food to crew in the galley) must have completed training in personal hygiene and food handling and storage (**MSN 1846(M) paragraph 8**).

The minimum age for a ships' cook is 18 years, and they must have completed a minimum of one month sea service.

UK certificates for ships' cooks issued under, and other certificates recognised by the UK under the **Merchant Shipping (Certification of Ships' Cooks) Regulations 1981** will remain valid until 5 years after the MLC comes into force (**MSN 1846(M) Annex 1 paragraph 6**).

Valid ship's certificate issued by any country which has ratified the MLC after the date of ratification are acceptable for service on a UK ship provided that the cook has completed training in personal hygiene and food handling and storage (**MSN 1846 paragraph 5**).

## 11. Health and safety and accident prevention (Regulation 4.3)

Merchant Shipping and Fishing Vessel (Health and Safety at Work) Regulations 1997 as amended and MGN 20(M+F), and in addition:

- The requirement to have a safety committee applies to any ship on which five or more seafarers work
- The risk assessment referred to under Regulation 7 must have regard to relevant statistical information and associated advice on occupational health and safety.

Merchant Shipping (Entry into Dangerous Spaces) Regulations 1988 as amended;

Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Employment of Young Persons) Regulations 1998 and MGN 88 (M+F)

Merchant Shipping and Fishing Vessels (Manual Handling Operations) Regulations 1998 and MGN 90 (M+F)

Merchant Shipping and Fishing Vessels (Personal Protective Equipment) Regulations 1999 and MSN 1870 (M+F)

Merchant Shipping and Fishing Vessels (Safety Signs and Signals) Regulations 2001 and MGN 556 (M+F)

Merchant Shipping and Fishing Vessels (Provision and Use of Work Equipment) Regulations 2006 and MGN 331 (M+F)

Merchant Shipping and Fishing Vessels (Lifting Operations and Lifting Equipment) Regulations 2006 and MGN 332 (M+F)

Merchant Shipping and Fishing Vessels (Control of Noise at Work) Regulations 2007 and MGN 352 (M+F)

Merchant Shipping and Fishing Vessels (Control of Vibration at Work) Regulations 2007 and MGN 353 (M+F)

Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Carcinogens and Mutagens) Regulations 2007 and MGN 356 (M+F)

Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Biological Agents) Regulations 2010 and MGN 408 (M+F)

Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Chemical Agents) Regulations 2010 as amended and MGN 409 (M+F) and MGN 454 (M+F)

Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Work at Height) Regulations 2010 and MGN 410 (M+F)

Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Asbestos) Regulations 2010 and MGN 429 (M+F)

Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Artificial Optical Radiation) Regulations 2010 and MGN 428 (M+F)

Reporting of occupational accidents is required by the **MS (Accident Reporting and Investigation) Regulations 2012, and on board recording and investigation of accidents by the MS and FV (Health and Safety at Work) Regulations 1997 regulations 14 to 19 and the ISM Code section 9.**

Merchant Shipping and Fishing Vessels (Health and Safety at Work) (Electromagnetic Fields) Regulations 2016.

Occupational diseases must be reported to the MCA in accordance with the **MSN 1848(M) Annex 1 paragraph 4.3.3 and Schedule 3.**

## 12. On-board medical care (Regulation 4.1)

The shipowner must meet the cost of medical and dental treatment for seafarers for illness or injury arising while the seafarer is on board their ships, or arising from their work on board; and to allow seafarers to go ashore for medical treatment which is not available on board (**MSN 1848(M) Annex 1 paragraphs 4.1.1 and 4.1.3**).

The shipowner's liability for medical care is limited to a period of 16 weeks or until the seafarer is repatriated.

Ships with 100 or more persons on board and operating on voyages of more than three days duration must carry a ship's doctor, qualified in accordance with **MSN 1848(M) Annex 1 paragraphs 4.1.2**.

**Merchant Shipping (Training standards of Certification and Watchkeeping) Regulations 2015** and **MGN 1865(M)** set standards for medical and first aid training in line with STCW 78 (as amended).

**Merchant Shipping (Medical Stores) Regulations 1995** and **MSN 1768 (M+F)** set the requirements for medical stores, including specified treatments and medical equipment, and a medical guide, to be carried on seagoing ships. No change is proposed.

**MGN 225(M+F)** explains the UK system for access to Radio Medical Advice for ships. No change is proposed.

## 13. On-board complaint procedures (Regulation 5.1.5)

**Merchant Shipping (Maritime Labour Convention) (Survey and Certification) Regulations 2013**

The shipowner must put in place on board complaints procedures in accordance with **MSN 1849(M)**. Seafarers must be provided with a copy of the procedures. Contact details for receipt of complaints must be provided for the flag state and for the seafarer's national competent authority if different.

## 14. Payment of wages (Regulation 2.2)

**Merchant Shipping Act 1995 Ss 30-41** (as amended) set requirements for payment of wages.

Under the **Merchant Shipping (Maritime Labour Convention) Minimum Standards for Seafarers, etc) Regulations 2014, the Merchant Shipping (Seamen's Wages and Accounts) Regulations 1972 as amended and Merchant Shipping (Seamen's Wages and Accounts)(Allotments) Regulations 1972 as amended.**

- (a) Seafarers must be paid regularly, at no more than monthly intervals, in accordance with their employment agreements;
- (b) Seafarers must be provided with an account of their wages, including the information specified in MGN 478;
- (c) Seafarers may transmit an unlimited part of their earnings to their families

(d) Any charges for such a service and the exchange rate used must be reasonable **(MSN 1848(M) Annex I paragraphs 2.2.1 to 2.2.4)**

**15. Financial security for repatriation (Regulation 2.5)**

Merchant Shipping (Maritime Labour Convention) (Survey and Certification) Regulations 2013 & MSN 1848(M) as amended. A ship must not be operated unless abandonment financial security is in force in accordance with paragraph 3 of standard A2.5.2 of the MLC and the certificate displayed.

**16. Financial security relating to shipowners' liability (Regulation 4.2)**

Merchant Shipping (Maritime Labour Convention) (Survey and Certification) Regulations 2013 & MSN 1848(M) as amended. A ship must not be operated unless shipowners' liability financial security is in force in relation to the ship to assure provision of compensation in the event of death or long term disability of seafarers due to occupational injury or hazard and the certificate displayed.

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Substantial equivalencies

(Note: Strike out the statement which is not applicable)

The following substantial equivalencies, as provided under Article VI, paragraphs 3 and 4, of the Convention, except where stated above, are noted (insert description if applicable):

No equivalency has been granted.

See Annex for details of Equivalencies

**Substantial equivalencies for medical certificates (regulation 1.2):**

The MCA accepts the following equivalent for the ENG 1 or non-UK equivalent in particular circumstances:


**Substantial equivalencies for training and qualifications (regulation 1.3):**

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**Substantial equivalencies for seafarer employment agreement (regulation 2.1):**

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**Substantial equivalency for hours of rest records: electronic records (regulation 2.3):**

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**Substantial equivalencies for crew accommodation (regulation 3.1):**


**Substantial equivalence for Ships' Cooks (Regulation A3.2):**

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Exemptions

(Note: Strike out the statement which is not applicable)

The following exemption granted by the competent authority as promised in Title 3 of the Convention are noted:

No exemption has been granted.


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**Substantial equivalencies for medical certification (regulation 1.2):**

The MCA accepts the following equivalent to the ENG 1 or non-UK equivalent in particular circumstances.

**-MCA ML5 Certificate of Medical Fitness (MSF 4112)**

For the master and crew of a small commercial vessel operating under the appropriate MCA Code of Practice which goes no more than 60 miles from shore, an ML5. (See MGN 264 (Medical Fitness Requirements for Those Employed on Boats Certificated under MCA Codes of Practice, Crew of Seagoing Local Passenger Vessels and Non-seagoing Boatmasters);

**-HSE Certificate of Medical Fitness to Dive at Work**

For divers working in the offshore industry, where their place of work is for the time being a ship, e.g. on a short transit between working stations, but where the work activity takes place only on a working station, the HSE Diver medical

**-European Aviation Safety Agency (EASA) Class 1 Commercial Pilot Medical Certificate**

For pilots working in the offshore industry, where their place of work is for the time being a ship, e.g. on a short transit between working stations, but where the work activity takes place only on a working station, the European Aviation Safety Agency (EASA) Class 1 Commercial Pilot Medical Certificate

**-UK Oil and Gas Medical Certificate**

For offshore workers working in the offshore industry on the UKCS, Norwegian or Netherland Continental Shelf, where their place of work is for the time being a ship

**Substantial equivalencies for training and qualifications (regulation 1.3) under the Merchant Shipping (Standards of Training Certification of Watchkeeping) Regulations 2015**

**-Certificates of Competency for Yacht Deck Officers (Large Yachts)**

**The Merchant Shipping (Vessels in Commercial Use for Sport or Pleasure) Regulations 1998** reg. 4(3) and Schedule 1 disapply the Training and Certification Regulations to Large Yachts operating under the Code.

- Yachts over 24m in length holding a certificate of compliance with the Large Commercial Yacht Code – LY3 together with MGN 146, MSN 1858 and MGN 270.

**-Workboat and Small Commercial Vessel Qualifications**

**The Merchant Shipping (Vessels in Commercial Use for Sport or Pleasure) Regulations 1998** reg. 5 and Schedule 2 disapply the Training and Certification Regulations to small commercial vessels operating under the appropriate Code of Practice.

- Ships under 24m in length holding a certificate of compliance with the Code of Practice for the safety of small commercial vessels (sailing, motor, or workboat) – See MGN 280 Annex 3 and MGN 496 (masters and officers of the watch for tugs)

**Substantial equivalencies for seafarer employment agreement (regulation 2.1):**

**-Training agreement between an approved training provider and a seafarer**

A training agreement between an approved training provider and a seafarer will be accepted as substantially equivalent to an SEA for the purposes of compliance with the MLC provided that:

- either through the training agreement itself; or
- through a combination of the training agreement and another agreement between the approved training provider and the shipowner

There are contractual arrangements in place to ensure that a seafarer has the equivalent information and protection in respect of employment conditions as they would have under a UK SEA, in accordance with MGN 485(M).

**Substantial equivalency for hours of rest records: electronic records (regulation 2.3):**

**-Electronic record keeping of hours of rest**

Electronic record keeping of hours of rest may be accepted provided that the system provides satisfactory security, audit and access arrangements. For full details contact MCA.

**Substantial equivalencies for crew accommodation (regulation 3.1):**

**-Ch21 of Large Commercial Yacht Code (LY3)**

Yachts over 24m in length holding a certificate of compliance with the Large Commercial Yacht Code: Standards agreed with MLC Tripartite Working Group and Large Yacht Sub-Group will become Chapter 21 of LY3. Separate guidance to be issued.

**-Annex 1 of MGN 490(M) Amendment 1 (vessels under 200GT)**

Ships under 24m in length holding a certificate of compliance with the Code of Practice for the safety of small commercial vessels (sailing, motor, or workboat): The standards contained in MGN 490(M) Annex 1

**-Annex 1 of MGN 491(M) Amendment 1 (workboats of 200GT and over but under 500GT)**

Workboats of 200GT to no more than 500GT: The standards contained in MGN 491(M) Annex 1

**-Two officer trainees may share a cabin in accordance with the conditions in the Annex**

The MCA has agreed a dispensation for the shipowner allowing him to accommodate maximum of two officer trainees in one cabin, subject to the following conditions

- the floor space of the cabin in question must be at least 12 sq meters;
- officer trainees sharing a cabin must be of the same gender;
- the cabin must contain sufficient integral desk space for the two officer trainees or provide access to a separate study space on board the ship;
- the shipowner should avoid placing two officer trainees who undertake watchkeeping training in the same cabin at the same time, unless the shipowner can show that such will not be detrimental to the officer trainees concerned. In particular, the shipowner must take steps to ensure that a trainee's hours of rest are not unduly disturbed.

Shipowners seeking dispensations should take account of relevant guidance from the Merchant Navy Training Board (MNTB), from the Maritime Training Trust and Maritime Educational Foundation and relevant surveys undertaken by Nautilus International.

**Substantial equivalencies for Ships' Cooks (Regulation A3.2):**

**-Recognised chef acting as ships' cook**

In appropriate circumstances the MCA will accept a recognised chef on the basis of their experience and standing as a ships' cook in compliance with A3.2.3 provided that they have a certificate in food hygiene.

**-Grandfather rights for land-based qualifications in food and catering**

Persons currently employed as a ships' cook holding only a land based qualification (City & Guilds for example) are permitted to continue to work in the capacity of a ships' cook until 30 June 2019.



## Maritime Labour Certificate Declaration of Maritime Labour Compliance – Part II

*Measures adopted to ensure ongoing compliance between inspections*

The following measures have been drawn up by the shipowner, named in the Maritime Labour Certificate MSF 2403 to which this Declaration is attached, to ensure ongoing compliance between inspections.

*(State below the measures drawn up to ensure compliance with each of the items in Part I)*

1. Minimum age (Regulation 1.1)

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2. Medical certification (Regulation 1.2)

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3. Qualifications of seafarers (Regulation 1.3)

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4. Seafarers' employment agreements (Regulation 2.1)

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5. Use of any licensed or certified or regulated private recruitment and placement service (Regulation 1.4)

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6. Hours of work or rest (Regulation 2.3)

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7. Manning Levels for the ship (Regulation 2.7)

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8. Accommodation (Regulation 3.1)

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9. On-board recreational facilities (Regulation 3.1)

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10. Food and catering (Regulation 3.2)

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11. Health and safety and accident prevention (Regulation 4.3)

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12. On-board medical care (Regulation 4.1)

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13. On-board complaint procedures (Regulation 5.1.5)

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14. Payment of wages (Regulation 2.2)

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15. Financial security for repatriation (Regulation 2.5)

16. Financial security relating to shipowners' liability (Regulation 4.2)

I hereby certify that the above measures have been drawn up to ensure ongoing compliance, between inspections, with the requirements listed in Part I.

Name of shipowner <sup>1</sup>		
Company address		
Name of the authorized signatory		┌            ┐
Title		
Signature of the authorized signatory		└            ┘ Official Stamp
Date		

The above measures have been reviewed by Maritime and Coastguard Agency, an Executive Agency for the Department for Transport and, following inspection of the ship, have been determined as meeting the purposes set out under Standard A5.1.3, paragraph 10(b), regarding measures to ensure initial and ongoing compliance with the requirements set out in Part I of this Declaration.

Name		┌            ┐
Signed		
Date		└            ┘ Official Stamp
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<sup>1</sup> *Shipowner* means the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with this Convention, regardless of whether any other organizations or persons fulfil certain of the duties or responsibilities on behalf of the shipowner.