
STATUTORY INSTRUMENTS

2014 No. 1613

**The Merchant Shipping (Maritime Labour Convention)
(Minimum Requirements for Seafarers etc.) Regulations 2014**

PART 10

Shipowners' liability

Shipowners' liability for seafarer unemployment and losses following loss or foundering of ship

48.—(1) This regulation applies in relation to a seafarer working on board a ship which founders or is lost.

(2) If the loss or foundering of the ship causes the seafarer to become 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 every day on which the seafarer is unemployed in the two month period commencing on the day following the day on which the loss or foundering occurred.

(3) If the loss or foundering of the ship causes the seafarer to suffer injury or loss (other than the loss of wages referred to in paragraph (2)), the shipowner must pay compensation to the seafarer.

(4) In relation to loss other than personal injury or death, the duty in paragraph (3) is limited to the amount specified (if any) in the seafarer employment agreement.

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

Financial security requirement applicable to all ships

^{F1}**49.**

Textual Amendments

F1 Reg. 49 omitted (12.7.2018) by virtue of [The Merchant Shipping \(Maritime Labour Convention\) \(Compulsory Financial Security\) \(Amendment\) Regulations 2018 \(S.I. 2018/667\)](#), regs. 1, **2(6)**

Shipowners' liability for wages following sickness or injury sustained by seafarer

50.—(1) Subject to paragraph (11), this regulation applies in relation to a seafarer who suffers sickness or injury which—

(a) first occurs during a period—

(i) which starts on the date on which the seafarer's seafarer employment agreement commences and ends on the next date on which the shipowner's duty to make

provision for the repatriation of that seafarer under regulation 19 ends under regulation 21; or

(ii) which starts after a period referred to in sub-paragraph (i) but is caused by circumstances or events arising during that period;

(b) does not first occur during a period of leave, other than shore leave; and

(c) results in the seafarer's incapacity for work.

(2) If a seafarer falling within paragraph (1)(a)(i) does not receive the wages payable under the seafarer employment agreement in respect of the period specified in paragraph (3), the shipowner must pay to the seafarer a sum equal to the difference between—

(a) any sums received by the seafarer in respect of wages for that period under that agreement; and

(b) the wages which would have been payable to the seafarer under that agreement if the seafarer had remained fit for work throughout that period, and (where the agreement would otherwise have terminated during that period) if the agreement had continued on the same terms throughout that period.

(3) The period referred to in paragraph (2) is a period—

(a) starting on the date of the injury or the first day of the sickness; and

(b) ending on the date on which the duty to repatriate the seafarer under regulation 19 ends under regulation 21 (or, if such a duty does not arise, the date on which the seafarer leaves the ship).

(4) ^{F2}... If a seafarer falling within paragraph (1) is incapable of work after the date on which the duty to repatriate the seafarer under regulation 19 ends under regulation 21 (or if such a duty does not arise, the date on which the seafarer leaves the ship), and the seafarer does not receive the basic wages payable under the seafarer employment agreement for the period starting on that date and ending on the date on which the seafarer is again fit for work, the shipowner must pay to the seafarer a sum equal to the difference between—

(a) any sums received by the seafarer in respect of basic wages for [^{F3}the period of incapacity] 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 [^{F4}the period of incapacity].

[^{F5}(5) “Period of incapacity” means—

(a) where the seafarer’s seafarer employment agreement does not specify a date on which the agreement is to terminate, the shorter of the following—

(i) the period of 16 weeks beginning with the day (“the start day”) after the date of injury or the first day of sickness referred to in paragraph (1);

(ii) the period beginning with the start day and ending with the date that the seafarer is again fit for work; and

(iii) the period beginning with the start day and ending with the date that the agreement terminates;

(b) where the seafarer’s seafarer employment agreement does specify a date on which the agreement is to terminate, the shorter of the following—

(i) the period specified in paragraph (a)(i);

(ii) the period specified in paragraph (a)(ii);

(iii) the period specified in paragraph (a)(iii); and

(iv) the period beginning with the start day and ending with the termination date specified in the agreement.]

(6) The duty in paragraph (4) is conditional upon the seafarer applying for all relevant social security benefits payable in consequence of—

- (a) the seafarer's incapacity for work; and
- (b) the sickness or injury which resulted in the incapacity for work,

under the laws of the United Kingdom or the laws or arrangements in the country to which the seafarer is repatriated.

(7) If the seafarer receives social security benefits of the kind described in paragraph (6) in respect of the period [^{F6}of incapacity] or any part of that period—

- (a) the amount which the shipowner must pay to the seafarer under paragraph (4) is to be reduced by that amount; and
- (b) the shipowner may recover as a civil debt any payments already made to the seafarer to the extent that they exceed such reduced amounts.

(8) The seafarer must on request provide information to the shipowner as to the amounts received by the seafarer in social security benefits during the period [^{F7}of incapacity].

(9) The sums payable to the seafarer under paragraphs (2) and (4) must be paid in the same manner and at the same frequency as wages are (or, as the case may be, were) payable under the seafarer employment agreement.

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

(11) [^{F8}Paragraphs (1) to (10) of this regulation do] not apply to a seafarer where—

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

[^{F9}(12) A collective bargaining agreement may exclude or limit the operation of paragraphs (4) to (9) if it complies with paragraph (13).

(13) A collective bargaining agreement complies with this paragraph if it requires the person responsible under the agreement for paying seafarers to pay incapacitated seafarers the relevant amount for the period of incapacity.

(14) In paragraph (13)—

“incapacitated seafarer” means a seafarer party to the collective bargaining agreement who would otherwise receive a payment by virtue of paragraph (4);

“relevant amount” in relation to a period of incapacity means the whole or a specified percentage of the basic wages that would have been payable under the incapacitated seafarer's seafarer employment agreement if —

- (a) the seafarer had remained fit for work; and
- (b) (where the agreement would otherwise have terminated during the period that the seafarer was not fit for work) the agreement had continued on the same terms throughout that period.

(15) The purported termination by any person of a seafarer’s seafarer employment agreement is to have no effect if it is solely or mainly for the purpose of avoiding liability to make any payment under this regulation.]

Textual Amendments

- F2** Words in reg. 50(4) omitted (6.4.2018) by virtue of *The Merchant Shipping (Maritime Labour Convention) (Miscellaneous Amendments) Regulations 2018 (S.I. 2018/242)*, regs. 1, **5(4)(a)(i)**
- F3** Words in reg. 50(4)(a) substituted (6.4.2018) by *The Merchant Shipping (Maritime Labour Convention) (Miscellaneous Amendments) Regulations 2018 (S.I. 2018/242)*, regs. 1, **5(4)(a)(ii)**
- F4** Words in reg. 50(4)(b) substituted (6.4.2018) by *The Merchant Shipping (Maritime Labour Convention) (Miscellaneous Amendments) Regulations 2018 (S.I. 2018/242)*, regs. 1, **5(4)(a)(iii)**
- F5** Reg. 50(5) substituted (6.4.2018) by *The Merchant Shipping (Maritime Labour Convention) (Miscellaneous Amendments) Regulations 2018 (S.I. 2018/242)*, regs. 1, **5(4)(b)**
- F6** Words in reg. 50(7) substituted (6.4.2018) by *The Merchant Shipping (Maritime Labour Convention) (Miscellaneous Amendments) Regulations 2018 (S.I. 2018/242)*, regs. 1, **5(4)(c)**
- F7** Words in reg. 50(8) substituted (6.4.2018) by *The Merchant Shipping (Maritime Labour Convention) (Miscellaneous Amendments) Regulations 2018 (S.I. 2018/242)*, regs. 1, **5(4)(c)**
- F8** Words in reg. 50(11) substituted (6.4.2018) by *The Merchant Shipping (Maritime Labour Convention) (Miscellaneous Amendments) Regulations 2018 (S.I. 2018/242)*, regs. 1, **5(4)(d)**
- F9** Reg. 50(12)-(15) inserted (6.4.2018) by *The Merchant Shipping (Maritime Labour Convention) (Miscellaneous Amendments) Regulations 2018 (S.I. 2018/242)*, regs. 1, **5(4)(e)**

Property left behind by sick or injured seafarer

51. To the extent it would not otherwise apply, regulation 24(2), (4), (6) to (8), (10), (11) and (13) applies in respect of property left behind on board the ship by a seafarer falling within regulation 50(1).

Shipowners' liability in respect of burial or cremation of seafarer

52.—(1) Subject to paragraph (2), if a seafarer dies while—

- (a) on board a ship on which the seafarer works; or
- (b) on shore leave in a country other than the seafarer's country of residence,

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 to expenses which are met by a public authority.

(3) Where the seafarer's personal representatives incur costs in meeting expenses which should be met by the shipowner under paragraph (1), whether by incurring such costs directly or by reimbursing another person who has incurred those costs, those representatives may recover those costs from the shipowner as a civil debt.

Interpretation of Part 10

53. In this Part—

“basic wages” means the pay, however composed, for the seafarer's normal hours of work excluding overtime, bonuses, allowances, paid leave and other remuneration; and

“wages” means the pay, however composed, for the seafarer's normal hours of work including overtime, allowances, paid leave and other remuneration (but excluding bonuses).

Changes to legislation:

There are currently no known outstanding effects for the The Merchant Shipping (Maritime Labour Convention) (Minimum Requirements for Seafarers etc.) Regulations 2014, PART 10.