
STATUTORY INSTRUMENTS

2014 No. 1613

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

PART 4

Seafarers' employment agreements

Duty to enter into seafarer employment agreement

9.—(1) A seafarer must have a seafarer employment agreement which complies with this regulation.

(2) Subject to paragraph (4), if the seafarer is an employee but is not an employee of the shipowner—

- (a) the employer of the seafarer must be a party to the seafarer employment agreement; and
- (b) the seafarer employment agreement must include provision under which the shipowner guarantees to the seafarer the performance of the employer's obligations under the agreement insofar as they relate to the matters specified in—
 - (i) paragraphs 5 to 11 of Part 1 of Schedule 1; and
 - (ii) Part 2 of Schedule 1.

(3) Subject to paragraph (4), if the seafarer is not an employee or if the seafarer is an employee of the shipowner, the shipowner must be a party to the seafarer employment agreement.

(4) Paragraphs (2)(b) and (3) do not apply if the parties to a seafarer employment agreement are—

- (a) a seafarer who is on board the ship for the principal purpose of receiving training; and
- (b) an approved training provider.

(5) A breach of paragraphs (1) to (3) is an offence by the shipowner.

(6) In this Part—

“approved training provider” means a person who provides or secures the provision of seafarer training pursuant to an agreement with the Secretary of State; and

“employer” means a person by whom the seafarer is employed under a contract of employment.

Content of seafarer employment agreement

10.—(1) Subject to paragraph (2), a seafarer employment agreement must include provision about the following matters—

- (a) if the seafarer is an employee of the shipowner or of any other person, the matters in Part 1 and Part 2 of Schedule 1;
- (b) if the seafarer is not an employee, the matters in Part 1 and Part 3 of Schedule 1,

and where the seafarer employment agreement is one which falls within regulation 9(4), the name and address of the approved training provider must be set out in the agreement.

(2) Such provision may be achieved by way of reference to another document which includes provision about those matters.

(3) A breach of paragraph (1) is an offence by the shipowner.

(4) Prior to entering into a seafarer employment agreement, the shipowner or, in the case of an agreement falling within regulation 9(4), the approved training provider must take reasonable steps to satisfy itself with regard to the following requirements—

- (a) the seafarer must have had a sufficient opportunity to review and take advice on the terms and conditions of the agreement;
- (b) the seafarer must have received an explanation of the rights and responsibilities of the seafarer under the agreement; and
- (c) the seafarer must be entering into the agreement freely.

(5) Where a shipowner—

- (a) fails to take such reasonable steps; or
- (b) in relevant cases, fails to take reasonable steps to ensure that the approved training provider has complied with paragraph (4),

the shipowner commits an offence.

(6) A seafarer employment agreement must contain a declaration by the shipowner and the seafarer or, in the case of an agreement falling within regulation 9(4), by the approved training provider and the seafarer confirming that the requirements in paragraph (4)(a) to (c) have been met.

(7) A breach of paragraph (6) is an offence by the shipowner.

Minimum notice period

11.—(1) Subject to paragraph (3), the minimum period of notice which must be given before terminating a seafarer employment agreement is seven days or such longer period as may be specified in the agreement.

(2) The minimum period of notice which must be given by a seafarer before terminating a seafarer employment agreement must not be longer than the minimum period of notice which must be given by the shipowner or, as the case may be, the approved training provider.

(3) Nothing in this regulation prevents the earlier termination of a seafarer employment agreement without penalty where this is requested by the seafarer on compassionate grounds or where the seafarer is dismissed for reasons of gross misconduct.

[^{F1}Seafarer employment agreements: captive seafarers

11A.—(1) Paragraph (2) applies to a seafarer's seafarer employment agreement which would, but for the operation of that paragraph, terminate while the seafarer is held captive as a result of piracy or armed robbery against a ship.

(2) Where this paragraph applies, the seafarer employment agreement continues to have effect until the date on which the shipowner's duty under regulation 19 to repatriate the seafarer ends in accordance with regulation 21.

(3) The reference in paragraph (1) to the termination of a seafarer employment agreement includes—

- (a) the operation of any provision of the seafarer employment agreement which would, but for this regulation, cause the seafarer employment agreement to cease to have effect; and
- (b) the expiry of notice to terminate the seafarer employment agreement given for any reason, regardless of when such notice was given.

- (4) For any period during which a seafarer is held captive as a result of piracy or armed robbery against a ship—
- (a) the seafarer’s wages, remuneration and other entitlements, whether arising under the seafarer’s seafarer employment agreement, a collective bargaining agreement or any enactment, must continue to be paid;
 - (b) any part of the seafarer’s wages allotted to a person by an allotment note issued in accordance with regulations under section 36 of the Act must continue to be paid to that person; and
 - (c) a term of any agreement is void to the extent that it purports to reduce, vary or stop any such payments.]

Textual Amendments

- F1** [Reg. 11A](#) inserted (26.12.2020) by [The Merchant Shipping \(Maritime Labour Convention and Work in Fishing Convention\) \(Amendment\) Regulations 2020 \(S.I. 2020/1166\)](#), regs. 1, **2(3)**

Documents

12.—(1) As soon as is practicable after entering into a seafarer employment agreement, the shipowner must provide to the seafarer an original of the agreement signed by each party and a copy of any document referred to in that agreement.

- (2) A breach of paragraph (1) is an offence by the shipowner.
- (3) The shipowner must—
 - (a) ensure that a copy of the seafarer employment agreement (and a copy of any document referred to in that agreement) for each seafarer on a ship is held on board; and
 - (b) allow each seafarer to see the copy of the seafarer employment agreement to which the seafarer is a party (and a copy of any document referred to in that agreement) on request.
- (4) A breach of paragraph (3) is an offence by the shipowner.
- (5) Subject to paragraph (7), as soon as is practicable after a seafarer's work on board a ship comes to an end, the shipowner must provide to the seafarer a written record of the seafarer's work on that ship.
 - (6) For the purposes of paragraph (5), the record—
 - (a) must contain provision about the matters set out in Schedule 2;
 - (b) must not contain provision about the quality of the seafarer's work; and
 - (c) must not contain provision about the seafarer's wages.
 - (7) Paragraph (5) does not apply if regulation 25 of the Merchant Shipping (Crew Agreements, Lists of Crew and Discharge of Seamen) Regulations 1991 ^{M1} applies in respect of the seafarer.
- (8) A breach of paragraph (5) or (6) is an offence by the shipowner.

Marginal Citations

- M1** [S.I. 1991/2144](#).

Foreign language seafarer employment agreement

13.—(1) This regulation applies where a seafarer has a seafarer employment agreement which is not in the English language.

(2) The shipowner must ensure that an English translation of the provisions of the seafarer employment agreement (including any provisions which are contained in another document referred to in the agreement) is held on board.

(3) A breach of paragraph (2) is an offence by the shipowner.

Duty of master to produce seafarer employment agreement

14.—(1) The master of a 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 regulations 12(3)(a) and 13(2).

(2) A breach of paragraph (1) is an offence by the master of the ship.

Part 4 requirements for non-United Kingdom ships with MLC documentation

15.—(1) A ship must not be operated unless it complies with the requirements in—

- (a) paragraph 1 of Standard A2.1 (seafarers' employment agreements) of the MLC; and
- (b) paragraph 4 of Standard A2.1 of the MLC regarding the particulars to be contained in seafarers' employment agreements,

whether or not the State whose flag the ship is entitled to fly has adopted any relevant laws or regulations.

(2) A breach of paragraph (1) (other than a breach of the requirement referred to in paragraph (3)) is an offence by the shipowner.

(3) A breach of the requirement in sub-paragraph 1(d) of Standard A2.1 of the MLC is an offence by the master of the ship.

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 4.