

SAINT CHRISTOPHER AND NEVIS

STATUTORY RULES AND ORDERS

No. 14 of 2012

MERCHANT SHIPPING (CREW AGREEMENT) REGULATIONS, 2012

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SAINT CHRISTOPHER AND NEVIS

STATUTORY RULES AND ORDERS

No. 14 of 2012

Merchant Shipping (Crew Agreement) Regulations, 2012

In exercise of the power conferred under sections 86 and 139 of the Merchant Shipping Act, Cap. 7.05, the Minister responsible for Maritime Affairs makes these Regulations:

[Published 19th April 2012, Official Gazette No. 18 of 2012]

PART I
PRELIMINARY

1. Citation.

These Regulations may be cited as the Merchant Shipping (Crew Agreement) Regulations, 2012.

2. Interpretation.

In these Regulations, unless the context otherwise requires

“Act” means the Merchant Shipping Act, Cap. 7.05;

“coastal voyage” means a voyage between places in Saint Christopher and Nevis or from and returning to such a place during which, in either case, no call is made at any place outside Saint Christopher and Nevis;

“manager” means the Company who has assumed the responsibility for operation of the ship from the owner of the ship and for those ships to which the International Safety Management (ISM) Code apply, who on assuming such responsibility has agreed to take over all the duties and responsibilities imposed by the ISM Code;

“proper officer” means a proper officer for the place at which a crew agreement, or an agreement with any person added to those contained in a crew agreement, is or is to be made or an officer under section 412 (1) of the Act or a Special Agent appointed according to section 446 (4) of the Act or the Director or the Registrar;

“seafarer” has the same meaning as “seaman” as defined within the Act.

PART II
CREW AGREEMENTS

3. Exemptions from requirements of section 86 of the Act.

(1) The requirements of section 86 of the Act relating to crew agreements shall not apply to the following descriptions of ships and voyages

- (a) a government ship engaged on public non-commercial service;
- (b) a pleasure vessel, as defined under the Act;
- (c) a fishing vessel, as defined under the Act;
- (d) any other ship, which may be exempted from time to time by the Director;
- (e) a coastal voyage by any ship solely for the purpose of trials of the ship, its machinery or equipment.

(2) The requirements of section 86 of the Act relating to crew agreements shall not apply to the following descriptions of seafarers

- (a) a person employed in a ship solely in connection with the construction, alteration, repair or testing of the ship, its machinery or equipment, and not engaged in the navigation of the ship;
- (b) a member of the Coast Guard of Saint Christopher and Nevis.

(3) The requirements of section 86 of the Act relating to crew agreements shall not apply to a person who is not employed by the owner or the person employing the Master of the ship and is not engaged in the navigation of the ship in the deck, engine room, radio, medical or catering department of that ship and that person is employed solely in work directly related to

- (a) the exploration of the seabed or sub-soil or the exploitation of their natural resources;
- (b) the storage of gas in or under the seabed or the recovery of gas so stored;
- (c) the laying, inspection, testing, repair, alteration, renewal or removal of any submarine telegraph cable;
- (d) pipeline works, including the assembling, inspection, testing, maintaining, adjusting, repairing, altering, renewing, changing the position of, or dismantling a pipe-line or length of pipe-line; or
- (e) the provision of goods, personal services or entertainment on board the ship,

and that person has been given a written statement by his employer specifying the nature of the employment, the remuneration, the intervals at which the remuneration is to be paid and the length of notice which he is required to give and entitled to receive to determine his employment; and any terms or conditions of his employment relating to sick pay, hours of work (including any terms and conditions relating to normal working hours), pensions and entitlement to holidays.

4. Carrying of copy of agreement in ships.

(1) A ship required under section 86 of the Act to carry a crew agreement may, in the case of an agreement which relates to both that and to other ships and which is kept at an address ashore in Saint Christopher and Nevis, comply with that requirement by carrying a copy of the agreement certified in the manner provided by sub-regulation (2).

(2) A copy of a crew agreement carried in a ship in accordance with sub-regulation (1) shall bear a certificate signed by the Master certifying that it is a true copy of the crew agreement and specifying the address in Saint Christopher and Nevis at which the crew agreement is kept and the name of the person by whom it is so kept.

(3) A crew agreement, referred to in sub-regulations (1) and (2), shall be in the form set out in Schedule 1.

5. Crew agreement in English.

The Crew Agreement should be in the English language and annexed to the Crew List held onboard and if the language used in the agreement is not English a translation to the English language shall be attached to or otherwise made a part of it.

6. Display of crew agreement.

The Master of a ship shall cause

- (a) a copy of any crew agreement relating to the ship; or
- (b) an extract containing the terms of that agreement applicable
 - (i) to all seafarers employed under it; and
 - (ii) to each description of seafarers so employed,

to be posted in some conspicuous place on board the ship where it can be read by the persons employed under the crew agreement and he shall cause it to be kept so posted and legible so long as any seafarer is employed in the ship under the crew agreement.

7. Supply and production of copy documents.

Upon a seafarer making a demand for the crew agreement of his employer or of the Master, the employer or the Master, as the case may be, shall, within a reasonable time

- (a) cause to be supplied to him a copy of the crew agreement under which he is employed or such extracts therefrom as are necessary to show the terms on which he is employed; and
- (b) cause to be made available to him a copy of any document referred to in the agreement.

8. Production of documents to officials of Government.

The Master shall, on demand by the Director, the Registrar, a Special Agent or by any proper officer, produce to him

- (a) any crew agreement, or the copy of any crew agreement carried in the ship in pursuance of regulation 4; and
- (b) any certificate evidencing an exemption granted by the Director from the requirements of section 86 of the Act with respect to the ship or to any person in it.

9. Offences under Part II.

A Master or other person who fails to comply with an obligation imposed on him by or under Part II of these Regulations shall be guilty of an offence and liable on summary conviction to a fine not exceeding Level 2 of the standard scale of fines as set out under section 452 (4) and the Fifth Schedule of the Act.

PART III
LISTS OF THE CREW

10. Interpretation for Part III.

(1) In this Part

“endorsement” in relation to a certificate of competency or of service means an endorsement in respect of a trading area, type of ship or dangerous cargo;

“employment discharge” includes termination of engagement;

“seafarer” includes the Master of a ship.

11. Exemptions from the requirements of section 139 of the Act.

The duty imposed by section 139 of the Act to make and maintain a list of the crew shall not apply in relation to a vessel described in regulation 3(1).

12. List of the crew contained in crew agreement.

A list of the crew may be contained in the same document as a crew agreement relating to one ship only and any particulars entered in the crew agreement shall be treated as forming part of the particulars entered in the list.

13. Form of List of the Crew to be used.

Masters and Owners shall use the standard form of List of the Crew produced by the International Maritime Organisation, the current form of which is contained in Schedule 2 to these Regulations.

14. Copies of list of the crew.

(1) A copy of every list of the crew (including all changes in it notified to the owner) shall be maintained by the owner of the ship at their place of business or the place of business of their manager.

(2) The Master shall, as soon as practicable and in any event within 3 days of any change being made in the list of the crew, notify the change to the owner and manager of the ship.

15. Production of list of the crew to proper officer.

The Master, owner or manager or other person having in his possession a List of the Crew or copy thereof shall produce it on demand to a proper officer.

16. Delivery of list of crew to Registrar of Shipping and Seamen.

The owner of the ship shall, on demand, deliver to the Registrar of Shipping and Seamen a list of the crew on board the ship within 28 days of such demand being made at a date specified by the Registrar of Shipping and Seamen.

17. Duration of list of the crew.

Except in the case where a crew agreement for the ship covers an indefinite period a list of the crew shall remain in force

- (a) where any person is employed in the ship under a crew agreement, until all the persons employed under that agreement in that ship have been discharged; and

- (b) in the case of a ship engaged on coastal voyages for port authorities, whose crew are returned to shore within each period of 24 hours, for 12 months after the first entry relating to a seafarer is made on the list.
- (c) in any other case, until the ship first calls at a port more than 6 months after the first entry relating to a seafarer is made in the list.

18. Offences under Part III

A Master, owner, manager or other person who fails to comply with an obligation imposed on him by or under Part III of these Regulations shall be guilty of an offence and liable on summary conviction to a fine not exceeding Level 1 of the standard scale of fines as set out under section 452 (4) and the Fifth Schedule of the Act.

PART IV DISCHARGE OF SEAFARERS

19. Notice of Discharge.

(1) In the event of any dispute about a seafarer's wages, and that dispute is at the time of discharge to be submitted to a proper officer under section 94 of the Act then subject to regulation 19 the Master of a ship shall, not less than 48 hours before the seafarer is discharged from the ship give a notice of discharge in writing to a proper officer for the place where the seafarer is to be discharged.

(2) Where it is not practicable to give the notice, referred to in sub-regulation (1) within the period provided in the sub-regulation, it shall be given as soon as practicable thereafter.

(3) A notice of discharge shall contain the following particulars

- (a) the name of the ship, its port of registry and official number;
- (b) the place, date and time of the seafarer's discharge;
- (c) the capacity in which the seafarer is employed on the ship.

(4) Where a notice of discharge relates to more than one seafarer, it shall state, in addition to the particulars specified in sub-regulation (2), the number of seafarers being discharged.

20. Discharge.

A notice of discharge is not required in respect of a seafarer discharged

- (a) where the seafarer is to be discharged from a ship exempted from the requirements of section 86 of the Act by regulation 3(1); or
- (b) where the seafarer is exempted from the requirements of section 86 of the Act by regulation 3(2) or 3(3).

21. Procedure on discharge.

(1) Where a seafarer is present when he is discharged

- (a) the Master, or one of the ship's officers authorised by him in that behalf, shall, before the seafarer is discharged

- (i) where the seafarer produces his discharge book to him, record in it the name of the ship, its port of registry, gross or net tonnage and official number, the description of the voyage, the capacity in which the seafarer has been employed in the ship, the date on which he began to be so employed and the date and place of his discharge; or
- (ii) where the seafarer does not produce his discharge book to him, give to the seafarer a Certificate of Discharge containing the like particulars;
- (b) the Master shall ensure that the seafarer is discharged in the presence of
 - (i) the Master himself, or
 - (ii) the seafarer's employer, or
 - (iii) a person authorised in that behalf by the Master or employer;
- (c) the person mentioned in paragraph (b) in whose presence the seafarer is being discharged shall
 - (i) make and sign an entry in the official log book recording the place, date and time of the seafarer's discharge; and
 - (ii) make and sign an entry in the crew agreement or, if there is a list of the crew separate from a crew agreement, in the list of the crew, recording the place and date of, and the reason for, the seafarer's discharge, and
- (d) the seafarer shall sign the entry in the crew agreement and list of the crew referred to in paragraph (1)(c)(ii).

(2) Where a seafarer is not present when he is discharged, the Master, or a person authorised in that behalf by the Master, shall make the entries referred to in sub-regulation (1)(c).

(3) All entries in the official log book required under the preceding sub-regulations of this regulation shall, in addition to being signed by the person making the entry, be signed also by a member of the crew.

(4) Where a seafarer so requests, within a period of 6 months from the date of his discharge from or his leaving the ship, the Master, owner or manager shall give to the seafarer a certificate (which shall be separate from any other document) either as to the quality of his work or indicating whether he has fully discharged his obligations under his contract of employment.

22. Offences under Part IV.

Any Master or other person who fails to comply with an obligation imposed on him by or under Part IV of these Regulations shall be guilty of an offence and liable on summary conviction to a fine not exceeding Level 1 of the standard scale of fines as set out under section 452 (4) and the Fifth Schedule of the Act.

23. Form of Seafarer Certificate of Service.

The form of a St Kitts and Nevis International Ship Registry Seafarer Certificate of Service is set out in Schedule 3.

SCHEDULE 1

(Regulation 4)



ST KITTS & NEVIS
INTERNATIONAL SHIP REGISTRY
ARTICLES OF AGREEMENT (Crew Agreement) BETWEEN
THE MASTER AND SEAFARERS SERVING ONBOARD A
VESSEL REGISTERED IN ST. KITTS & NEVIS



The Saint Christopher & Nevis Merchant Shipping Act Cap. 7.05
Department of Maritime Affairs, Ministry of International Transport

Name of Vessel		Port of Registry	
IMO or CaribShip Number	Official Number	Gross Tonnage	Main Engine Power

(See Notes at end of text to assist completion)

IT IS AGREED between the Master and the undersigned seafarer of the St. Kitts & Nevis ship

(a) _____

of which (b) _____ is at present Master, or whoever shall become Master, now bound from the port of (c) _____ to (d) _____

and such other Ports and places the world as the Master may direct, for a term (of) (not exceeding)* (e) _____ (f) calendar months, that:

- 1 Seafarers shall conduct themselves in an orderly, faithful, honest and sober manner, and shall at all times be diligent in their respective duties and obedient to the lawful commands of the Master, or of any person who shall lawfully succeed him or her, and their superior officers, in everything relating to the vessel, its stores and cargo, whether on-board, in boats or on shore. In consideration of this service, to be duly performed, the Master agrees to pay the undersigned seafarer the wages expressed herein and/or set forth in supplemental provisions and/or contract of employment.
- 2 Wages shall commence no later than on the day specified and agreed to in these Articles or at a time of presence on-board for the purpose of commencing work, whichever first occurs, and shall terminate on the day of discharge or as otherwise specified in the supplemental provisions and/or contracts of employment.
- 3 Seafarers are entitled to receive on request, in local currency, from the Master up to one half of the balance of basic wages actually earned and payable at every intermediate port where the vessel shall load or discharge cargo before the end of the voyage, but not more than once in any ten-day period.

- 4 If the Master and a seafarer agree, a portion of such seafarer's earnings may be allotted to such seafarer's spouse, children, grandchildren, parents, grandparents, brothers or sisters, or to a bank account in the name of the seafarer.
- 5 Any seafarer who is put ashore at a port other than the one where he or she signed on these Articles and who is put ashore for reasons for which he or she is not responsible, shall be returned as a seafarer or otherwise, but without expense to him or her; (a) at the Shipowner's option, to the port or place in which he or she was engaged or where the voyage commenced or to a port or place in the seafarer's own country; or (b) to another port or place agreed upon between the seafarer and the Shipowner or Master. However, in the event such seafarer's period of service specified in his contract of employment has not expired, the Shipowner shall have the right to transfer him or her to another of the Shipowner's vessels, to serve thereon for the balance of the unexpired period of service.
- 6 Any seafarer whose period of employment is terminated by reason of completion of the voyage for which he or she was engaged or of expiration of his or her contract period of employment, shall be entitled to repatriation at no expense to him or her to the port or place at which he or she was engaged or to such other port or place as may be agreed upon, unless otherwise specified in the supplemental provisions.
- 7 If a seafarer enters himself or herself as qualified for duty which he or she is incompetent to perform, his or her rank or rating may be reduced in accordance with his or her competence or he or she may be discharged.
- 8 Any seafarer may request his or her immediate discharge on grounds of injury or illness, and such discharge may be granted in the Master's reasonable discretion at the next appropriate port.
- 9 The Master shall give to a seafarer discharged from his or her vessel either on his or her discharge or on payment of his or her wages, a Certificate of Service in the format approved by St. Kitts & Nevis International Ship Registry (SKANReg).
- 10 Every Master in service on board a vessel registered in St. Kitts & Nevis shall ensure that watchkeeping arrangements are adequate for maintaining a safe continuous watch or watches, taking into account the prevailing circumstances and conditions and that, under the Master's general directions all watchkeeping personnel shall observe the principles and guidance set out in the International Convention on Standards of Training, Certification and Watchkeeping for Seafarer, 1978, as amended, and any regulations enacted by St. Kitts & Nevis.
 - (a) All persons who are assigned duty as officer in charge of a watch or as a rating forming part of a watch shall be provided a minimum of ten (10) hours of rest in every 24-hour period;
 - (b) The hours of rest may be divided into no more than two periods, one of which shall be at least six (6) hours in length;
 - (c) The requirement for rest periods set forth in paragraphs (a) and (b), above, need not be maintained in case of an emergency or drill or in other overriding operational conditions – i.e., essential shipboard work which could not reasonably have been anticipated at the commencement of the voyage;

- (d) Notwithstanding the provisions of paragraphs (a) and (b), above, the minimum period of ten (10) hours may be reduced to not less than six (6) consecutive hours provided that any such reduction shall not extend beyond two days and not less than seventy (70) hours of rest are provided each seven (7) day period;
 - (e) Watch schedules shall be posted where they are easily accessible on-board the vessel;
 - (f) The Master shall maintain a record of the hours of work and/or rest periods of each seafarer, and such record shall be available for inspection by any authorized representative of SKANReg or an official who is authorized to act for and on behalf of a Port State Control Authority.
- 11 an order to be alert and maintain proper fitness for the performance of watchkeeping duties, watchkeeping personnel shall have no more than 0.08% blood alcohol level (BAC) during watchkeeping duties; and watchkeeping personnel shall not consume alcohol within four (4) hours prior to serving as a member of a watch.
 - 12 Eight hours per day shall constitute a working day while in port and at sea.
 - 13 Work performed over and above an eight hour period shall be considered overtime and be compensated for at overtime rates. However, such work performed in excess of eight hours per day shall not be compensated for when necessary for the safety of the vessel, its passengers, officers, crew, cargo or for the saving of other vessels, lives or cargo, or for the performance of fire, lifeboat or other emergency drills.
 - 14 Seafarer shall keep their respective quarters clean and in order.
 - 15 No dangerous weapons, narcotics or contraband articles, and alcoholic beverages except as provided by the Shipowner as part of the vessel's provisions, shall be brought on-board the vessel nor allowed in the possession of seafarer, and any seafarer bringing the same on-board or having the same in his or her possession on-board, shall be subject to discharge and/or shall be liable for such fines as the Master may direct and all such articles shall be confiscated. The amount of any fine levied against the vessel by the proper authority of the port wherein the vessel is then located, for possession of narcotics and/or contraband cargo, shall be made good to the Shipowner out of the wages of the seafarer or seafarer guilty of such possession.
 - 16 No seafarer shall go ashore in any foreign port except by permission of the Master. However, the Master shall not refuse the reasonable request of any seafarer for shore leave for the purpose of presenting a complaint against the vessel or Master to a Special Agent for Shipping & Maritime Affairs, a Consul or other Official of St. Kitts & Nevis.
 - 17 The Shipowner and Master may issue such rules and regulations as may be necessary for the safe and proper operation of the vessel providing nothing contained therein shall be contrary to law.
 - 18 If any seafarer considers himself or herself aggrieved by any breach of these Articles, he or she shall represent the same to the Master or officer in charge of the vessel, in a quiet and orderly manner, who shall thereupon take such corrective action as the case may require.
 - 19 The complete crew agreement comprises Part 1 (text) & part 2 (tabulated).

- 20 All rights and obligations of the parties to these Articles shall be subject to the Merchant Shipping Act No. 24 of 2002, as amended and any other applicable legislation of St. Kitts & Nevis

IT IS ALSO AGREED THAT:

(additional provisions may be included or referenced herein or attached hereto)

IN WITNESS THEREFORE the said seafarers have subscribed their names herein on the days mentioned against their respective signatures.

Agreement opened at _____ on _____

Signature of Master

Ship Stamp

NOTES:

- 1) Preamble
 - (a) - Enter name of vessel.
 - (b) - Enter full name of Master.
 - (c) - Enter name of first port of departure.
 - (d) - Enter here a description of the voyage and the names of the places at which the ship is to call, or if that cannot be done, the general nature and the probable length of the voyage and the port or country at which the voyage is to terminate. For ships engaged in world-wide trading without definite itineraries or schedules, insert "unrestricted world-wide trade".
 - (e) - Strike out word or words not applicable.
 - (f) - It is recommended that, for the sake of avoiding accumulation of excessive records, Articles should be closed no later than 24 months from the date when they were opened.
- 2) This Agreement should be in the English language and annexed to the Official Crew List held onboard. Where necessary a foreign language version made be attached to or otherwise made a part of it.
- 3) An Agreement comprising Parts 1 & 2 satisfies the requirements of section 86 of the merchant Shipping Act No. 24 of 2002.
- 4) This Agreement is prepared for printing on A4 size paper.

This form of Articles may be downloaded from our website www.StKittsNevisRegistry.net

SEAFARER'S ARTICLES OF AGREEMENT

FULL NAME OF SEAFARER	DATE OF BIRTH	Nationality	SEAFARERS SKN NUMBER	HOME ADDRESS	NAME AND ADDRESS OF BENEFICIARY OR NEXT OF KIN	DATE AND PLACE WAGES COMMENCE	CAPACITY OR RANK IN WHICH EMPLOYED	BASIC WAGES PER MONTH	DAYS OF ANNUAL PAID LEAVE (After One Year's Service)	SUPPLEMENTAL PROVISIONS (Insert Date of Contract of Employment if any)	MINIMUM DAYS OF HOLIDAYS PER YEAR	DATE AND PLACE SIGNED ON ARTICLES	SIGNATURE OF SEAFARER	SIGNATURE OF MASTER	DATE AND PLACE SIGNED OFF ARTICLES	SIGNATURE OF SEAFARER	SIGNATURE OF MASTER

[illegible]

SCHEDULE 2

(Regulation 13)

IMO LIST OF THE CREW

Page No.

☐ Arrival ☐ Departure[illegible]

Convention on Facilitation of International Maritime Traffic

SCHEDULE 3

(Regulation 23)



**ST KITTS & NEVIS
INTERNATIONAL SHIP REGISTRY**



SEAFARER CERTIFICATE OF SERVICE

*The Saint Christopher & Nevis Merchant Shipping Act Cap. 7.05
Department of Maritime Affairs, Ministry of International Transport*

Name of Vessel		Port of Registry	
IMO or CaribShip Number	Official Number	Gross Tonnage	Main Engine Power

1	Name of Seaman	
2	Nationality	
3	Rank or Rating	
4	SKN Seafarers Number	
5	Place of Engagement	
6	Date of Engagement	
7	Place of Discharge	
8	Date of Discharge	
9	Total service (months and days)	
10	Nature of Voyage	
11	Quality of Work	
12	Conduct of Work	

I hereby certify that all entries herein were made by me and to the best of my knowledge, are correct. In witness whereof I have, this day affixed my signature and stamp of the vessel.

Date/Place

.....
Signature of Master

Ships Stamp

Made this 13th day of April 2012.

RICHARD SKERRITT
Minister responsible for Maritime Affairs