**PROPOSED MERCHANT SHIPPING (MARITIME LABOUR CONVENTION) (REPATRIATION [TITLE 2.5]) REGULATIONS 20XX**

**SUMMARY AND ASSESSMENT OF CONSULTATION RESPONSES RECEIVED**

Public consultation on draft Regulations implementing Title 2.5 took place between 19 December 2012 and 21 February 2013. 176 organisations and companies were directly notified of the consultation exercise, including the UK Chamber of Shipping which represents a broad cross section of UK shipping companies in all sectors, and other trade associations such as the British Marine Federation and International Marine Contractors Association. In addition, a meeting was held during the consultation period for the operators of small commercial vessels such as workboats, and charter yachts, to consider the impact on smaller businesses. Seven written responses were received, from significant players in the industry. The responses on specific aspects of the proposals are set out in the table below.

The provisions of these Regulations were consolidated with other draft legislation implementing different parts of the Maritime Labour Convention, 2006 and became Part 6 of the Merchant Shipping (Maritime Labour Convention) (Minimum Requirements for Seafarers, etc.) Regulations 2014 (S.I. 2014/1613) which came into force on 7 August 2014. The draft guidance was published as MGN 479(M).

| **GENERAL** | |
|---|---|
| **CONSULTEE COMMENT** | **MCA RESPONSE** |
| **Chamber of Shipping**<br>The Chamber have no objection to the proposal that the Repatriation Regulations be applied to ships operating within 60 miles as some of these ships have non-UK crews which will require repatriating at the end of their tour of duty. | None required |
| **Nautilus International**<br>Nautiluses have expressed opposition to the creation of any new offences applicable to masters or the criminalisation of seafarers in general. Their view appears to be that the shipowner should always be liable even where the MLC imposes a duty on the master. | It appears that the only provision specifically applicable to a master is Regulation 13 which requires the master to take charge of any property left behind by a seafarer and enter a description of every item in the OLB. In addition the master is authorised to sell, destroy or otherwise dispose of any part of such property which is of a perishable or deteriorating |

| | |
|---|---|
| | nature or which is a potential risk to the health and safety of any person. Clearly if the Master fails to comply with this requirement we would see him, not the shipowner, as being responsible. It is also worth noting that a similar provision already exists in the Merchant Shipping (Repatriation) Regulations 1979 and no reason is seen to change what currently exists. |
| **RMT**<br>RMT repeat their concerns over the definition of 'seafarer' and 'shipowner' used in the consultation but do not have anything further to add to the concerns set out under General comments in the First Phase of consultation on the MLC | More information in respect of interpretation of "seafarer" in MGN 471(M) |
| **International Maritime Contractors Association (IMCA)**<br><br>Note that MCA is currently considering the responses to earlier consultations with regard to the definition of 'shipowner', 'seafarer', and 'sea-going ships', and that the previous definitions have been repeated unchanged in the draft Wages and Repatriation regulations.<br><br>General expectation is that the MCA will be employing a very broad definition of 'seafarer', and that the requirements will therefore apply to a number of categories of personnel on board offshore support vessels who may well be employed by a company other than the shipowner.<br><br>Have already discussed with the MCA the need to recognise employment agreements that are with the direct employer, and to allow the relevant MLC 'shipowner' responsibilities and liabilities to be assumed by the individual employer.<br><br>While the draft MGN on Seafarer Employment Agreements (SEAs) acknowledges that 'an employer other than the shipowner may be directly responsible for meeting some of the obligations placed on the shipowner by a Seafarer Employment Agreement, e.g. repatriation, payment of | More information in respect of interpretation of "seafarer" in MGN 471(M)<br><br>The MLC specifically provides that an SEA shall be between a shipowner and a seafarer and that the shipowner shall comply overall with the requirements of MLC.<br><br>Model SEA in MGN 477(M) provides a form of words for where there is an employer separate from the shipowner, but the shipowner remains party to the agreement in respect of the ship. |

| | |
|---|---|
| wages etc' this is not reflected in the draft Regulations on Wages and Repatriation. If the MCA's regulations are to be workable for the offshore sector, then this issue must be addressed. | |
| **International Group of P&I clubs (IGPI)**<br>Believe the draft Regulations have been drafted in a comprehensive manner that would not require substantive changes. Have only one comment in relation to the financial security requirement under Regulation 15, and this dealt with under that heading. | None required |

**PROPOSED MERCHANT SHIPPING (MARITIME LABOUR CONVENTION) (REPATRIATION [TITLE 2.5]) REGULATIONS 20XX**

| **REGULATION 7 - APPLICATION** | |
|---|---|
| **CONSULTEE COMMENT** | **MCA RESPONSE** |
| **RMT**<br>Unsure why "[and 21]" is included in the regulation at 7(1). RMT ask that this be checked as it may be a typographical error | This was incorrect and has now been amended by the deletion of "[and 21]" |

| **REGULATION 8 - PLACE FOR RETURN** | |
|---|---|
| **Regulation 8(4)** | |
| **CONSULTEE COMMENT** | **MCA RESPONSE** |
| **Chamber of Shipping**<br>The Chamber are concerned that as drafted Regulation 8(4) would permit | Paragraph 5 of Standard A2.1.of the MLC - Seafarer Employment |

| | |
|---|---|
| a seafarer to become entitled to repatriation if he terminates his SEA, in accordance with the terms of that agreement, by giving only 7 days notice. It is considered that the giving of only 7 days notice would be disruptive to the ship and costly for the shipowner. in their view paragraph 1(b)(ii) of Standard A2.5 was included to provide seafarers with repatriation at short notice when there was a specific compelling reason, such as the death or serious injury of a family member or a similar personal emergency. Accordingly they request that the Regulations follow the MLC by stating that the Seafarer is entitled to repatriation when the SEA is terminated by the seafarer for justified reasons and that appropriate guidance is included in the MGN. Otherwise they consider that Regulation 8(4) goes beyond what is required by the MLC. | Agreements - requires Member States, following consultation with shipowners' and seafarers' organisations, to adopt laws, regs etc for the early termination of SEAs. Para 5 states that such periods shall not be shorter than seven days. This suggests to us that seven days is to be seen as the absolute minimum period of notice that can be provided for in an SEA but that there is nothing to stop agreement being reached on a higher figure.<br><br>A provision has been included permitting a seafarer to terminate his employment on less than 7 days notice, or without notice, where such termination is for "justified reasons" e.g. on compassionate grounds or for other urgent reasons. |
| **Nautilus International**<br>Nautilus request that Regulation 8(4) (now 7(4)) - Case 3 - be amended to reflect paragraph 1(b)(ii) of Standard A2.5 as otherwise it is considered to be narrower than provided for by the MLC. | As above |
| **RMT**<br>RMT is concerned that the circumstances for repatriation set out in regulation 8(4) Case 3 "where the seafarer's employment is terminated by the seafarer in accordance with the agreement" is much narrower than the corresponding MLC Standards A2.5 para 1(b) (ii) which states "by the seafarer for justified reasons." RMT call for the regulations to be amended in order to better reflect the wider formula proposed in the MLC. | As above |
| **IMCA Comment**<br>IMCA also request that this provision be amended to reflect MLC Standard A2.5 paragraph 1(b)(ii) | As above |

| REGULATION 8 (6) - DUTY TO REPATRIATE SEAFARERS | |
|---|---|
| **CONSULTEE COMMENT** | **MCA RESPONSE** |
| **Chamber of Shipping**<br>Whilst the Chamber have no problem with paragraph (6)(d) relating to war zones, they feel the MGN needs to make it clear that the reference to the "Warlike Operations Area Committee" means the UK Warlike Operations Area Committee (WOAC) and no other. They also state that it is essential to maintain the reference to a "war zone" and not give seafarers a statutory right to repatriation when any other form of agreement is made by WOAC. | As not all UK ships are owned by UK based shipowners and additionally seafarers on UK ships may be non-UK nationals employed by non-UK employers other than the shipowner and may also be subject to CBAs with non-UK unions, some seafarers may be subject to war zone definitions other than that produced by WOAC. Reference to WOAC is not included in the Regulations and instead is covered in the associated MGN. |
| **Nautilus International**<br>Nautilus do not comment on paragraph (6)(d) but instead propose the inclusion of two additional sub-paragraphs as follows:-<br><br>"(e) in the event of termination or interruption of employment in accordance with an industrial award or collective agreement, or termination of employment for any other similar reason"<br><br>"(f) where there are genuine reasons for the seafarer wishing to be repatriated on compassionate grounds". | The proposed text of paragraph (e) comes from Guideline B2.5.1(b)(v). It is written in such a way, by virtue of its specific reference to paragraphs 1(b) and (c) of Standard A2.5, as to provide definitive guidelines which are required to be taken into account. In the circumstances it is proposed that item (e) be included in the Regulations.<br><br>Proposed sub-paragraph (f) this does not come from the MLC and could potentially be considered to be "gold-plating" by virtue of it imposing an additional non-MLC burden on shipowners. What constitutes "justified reasons" for early termination of an SEA should be agreed between shipowners and seafarers. |
| RMT<br><br>We believe that the current list of circumstances in which a seafarer may have to be repatriated misses out compassionate grounds. RMT would therefore like the regulation amended by the insertion of the following reason in the list of exemptions:<br><br>(e) where there are genuine reasons for the seafarer needing to be repatriated on compassionate grounds. | See response to Nautilus comment above |

| | |
|---|---|
| **IMCA Comment**<br>IMCA raise similar concerns to those raised by the Chamber of Shipping | See comments above in reply to Chamber response. |

| **REGULATION 8 (7) - DUTY TO REPATRIATE SEAFARERS** | |
|---|---|
| **CONSULTEE COMMENT** | **MCA RESPONSE** |
| **Nautilus International**<br>Nautilus ask that this paragraph be amended to provide that the maximum period on board shall not exceed 327 days i.e. 365 days minus 38 days (i.e. 30 days MLC leave plus 8 days UK public holidays). This it is stated would implement Standard A2.5.2(b) | It is not considered appropriate to make this change in the Regulations as this would gold-plate the Convention and would preclude any future changes without the need for amended Regulations. This can however be covered in the supporting MGNs. |
| **RMT**<br><br>in order to ensure greater compliance with MLC Standard A2.5, paragraph 2(b) RMT supports the insertion, after "seafarer's employment agreement" the following amendment:<br><br>"should not be for a period of greater than 327 day's per annum". | See response above to similar suggestion from Nautilus |

| **REGULATION 8 (8) - DUTY TO REPATRIATE SEAFARERS** | |
|---|---|
| **CONSULTEE COMMENT** | **MCA RESPONSE** |
| **Nautilus International**<br>Nautilus ask that this paragraph be amended to provide that it shall only be the shipowner who will be held liable for failure to repatriate a seafarer. | Paragraph (1) specifically places the duty to repatriate on the shipowner not the master. In the circumstances it does not seem necessary to make any changes. |

| | |
|---|---|
| **RMT**<br>This states that Breach of paragraph (1) is an offence. RMT request that the regulation be amended to ensure that it is clear that this can only be an offence by the shipowner and not by the master or any other seafarer | Same response as for Nautilus above. |

| **REGULATION 9 - PLACE FOR RETURN** | |
|---|---|
| **CONSULTEE COMMENT** | **MCA RESPONSE** |
| **IMCA Comment**<br>Support the proposed wording in regulation 9, as this would protect employers against seafarers trying to make an unreasonable request to be repatriated to a destination a long distance from where they joined the ship. | No response required |

| **REGULATION 10 - LIMITATIONS ON AND EXCEPTIONS TO DUTY TO REPATRIATE** | |
|---|---|
| **CONSULTEE COMMENT** | **MCA RESPONSE** |
| **Chamber of Shipping**<br>The Chamber considers that the limitations on, and exceptions to, the duty to repatriate set out in Regulation 10 are too narrow. In support of their view that the right to repatriation, should lapse after 1 month instead of the proposed 3 months, which they consider to be an unduly long period, they quote Guideline B2.5.1 paragraph 8 of the MLC, which provides that the entitlement to repatriation may lapse if the seafarers concerned do not | The current Regulations covering repatriation - the Merchant Shipping (Repatriation) Regulations 1979 - provide for a 3 month limit and no justification is seen for reducing this period.<br><br>In the case of repatriation of a seafarer upon termination of his period of employment on a vessel the proposed Regulations already provide for the |

| | |
|---|---|
| claim it within a reasonable period of time to be defined by national laws, regulations or collective agreements. They claim this shorter period is necessary to avoid any risk of exploitation by seafarers who may find work during the three months but still rely upon the shipowner for repatriation.<br><br>In support of their proposition the Chamber state that as the seafarer would be in a country other than their home country or point of origin, they should be readily contactable by the shipowner, if they wish to preserve their right to repatriation.<br><br>They also consider that the wording of the MLC should be replicated and an additional sub-regulation should be inserted, to explain that the right to repatriation will lapse within a period of one month. In view of the proposed obligation on shipowners to maintain the seafarer pending repatriation, a period of more than one month could result in heavy expenditure for the shipowner. This needs to be avoided. | shipowner's obligation to repatriate to cease when he has made reasonable arrangements for repatriation which are unsuccessful because of the seafarer's unreasonable conduct. This would appear to address the Chamber's concern re exploitation by seafarers although it will rely on the shipowner expediting repatriation. If the shipowner has made appropriate arrangements and the seafarer does not comply with them we would see this as unreasonable conduct on the part of the seafarer. This would also address the concern about having to pay wages etc to a seafarer playing "fast and loose" with the shipowner.<br><br>The proposed Repatriation Regulations do not only cover routine repatriation, at the end of a seafarer's period of employment on a vessel, but also apply when a seafarer has been left behind having been hospitalised as a result of illness or injury. In such circumstances, especially where the ship has had to divert to land the seafarer for medical treatment because of the seriousness of the illness or injury, a period of one month may not could be sufficient for the seafarer to recover and be able to contact the shipowner especially if the shipowner does not have an agent in the area concerned. In such situations a period of three months seems entirely reasonable. |
| **IMCA Comment**<br>Believe the limitations set out in draft regulation 10 are insufficient. In particular, are concerned that under 10(c) the shipowner's responsibility to repatriate a seafarer will only cease when he has been unable to contact the seafarer for three months. We believe this period is far too long. A month should be sufficient for a seafarer who is genuinely trying to maintain contact with his employer, and to avoid this provision being open to abuse we believe the time period should be limited to a month. | See response to similar suggestion from Chamber. |

| REGULATION 11 - DUTY PENDING REPATRIATION | |
|---|---|
| **CONSULTEE COMMENT** | **MCA RESPONSE** |
| **Chamber of Shipping**<br>**Regulation 11(3)**<br><br>The Chamber is concerned that a provision of MLC Guideline B2.5.1 paragraph 3 has been included in draft Regulation 11 and embellished – taking it well beyond the requirements of the MLC. If the shipowner is responsible for the payment of wages and allowances for the period between a seafarer leaving a ship until they reach their repatriation destination, there will be a significant cost attached. The UK Chamber requests that this regulation be removed and paragraph 3 of Guideline B2.5.1 be properly reflected in the MGN. | The provisions of Regulation 11 of the proposed Regulations originate from Regulations 3(1)(b) and (5) of the current Repatriation Regulations. Deletion of Regulation 11 of the proposed Repatriation Regulations, as requested by the Chamber, would therefore seem to constitute a lowering of existing standards and is thus not considered acceptable. |
| **Nautilus International**<br><br>***Regulation 11(3)***<br>Nautilus request that the list of relief and maintenance provisions - Regulation 11(3) - should include "pay and allowances" from the moment seafarers leave the ship until they reach the repatriation destination. This is considered necessary in order to comply with Guideline B2.5.3(c) | This provision comes from the Guideline. The current draft requires "employers" to bear the costs of:-<br>(a) clothing;<br>(b) toilet and other personal necessaries;<br>(c) surgical or medical treatment and such dental or optical treatment (including the repair or replacement of any appliance) as cannot be postponed without impairing efficiency;<br>(d) in cases where the seaman is not entitled to legal aid, or legal aid is insufficient, reasonable costs for the defence of a seaman in any criminal proceedings in respect of any act or omission within the scope of his employment, being proceedings where neither the employer not the employer's agent is a party to the prosecution; and<br>(e) sufficient money to meet any minor ancillary expenses necessarily incurred or likely to be so incurred by the seaman |

| | |
|---|---|
| Nautilus also request that, in order to comply with Guideline B2.5.1.4 an additional paragraph be inserted into the Regulations providing that "Time spent awaiting repatriation and repatriation travel time should not be deducted from paid leave accrued to the seafarer".<br>***Regulation 11(5)***<br>Nautilus request that it be made clear that the duty to provide for a seafarer's relief and maintenance rests with the shipowner and not the master and thus the master should not be guilty of any offence | for his relief and maintenance<br><br>until such time as a seafarer has been repatriated. It is difficult therefore to see the justification for requiring shipowners to also continue pay the seafarer his normal wages and allowances during repatriation.<br><br>Paragraph 3.4 of the draft MGN however already states that: *"**Time spent awaiting repatriation and repatriation travel time should not be deducted from paid leave accrued by the seafarer"*<br><br>Regulation 11(1) clearly states that the duty rests on the shipowner. It seems clear therefore that it can only the shipowner who commits an offence if Regulation 11(1) is breached. Would however propose clearing this with DfT Legal. |
| | |
| **RMT**<br>**Regulation 11(5)**<br><br>Regulation 11(5) - states that breach of paragraph (1) is an offence. Again, RMT support an amendment here to make it categorically clear that the offence under the regulations can only be committed by the shipowner and not the master or any other seafarer | See comment re Nautilus comment on this point. |
| **IMCA Comment**<br>.<br>Consider this requirement goes considerably beyond the MLC guidance on the costs to be borne by the shipowner for repatriation, and could impose a considerable cost burden on employers. This regulation should therefore be amended to more accurately reflect the provision of MLC Guideline B2.5 paragraph 3 | See comment on similar proposal from Chamber. |
| | |

| REGULATION 12 - PROHIBITION ON RECOVERING COSTS FROM SEAFARER | |
|---|---|
| **CONSULTEE COMMENT** | **MCA RESPONSE** |
| **Chamber of Shipping**<br>Support the proposed Regulation | None required |
| **Nautilus International**<br>***Regulation 12(2) and (4)***<br>Nautilus consider that regulation 12 only goes some way towards implementing Standard A2.5.3. Suggest words to the effect of "shipowners shall not require seafarers to make an advance payment towards the cost of repatriation at the beginning of their employment" be inserted near the beginning of Regulation 12.<br><br>Also consider that Regulation 12(2) and (4) apply a lower standard by providing for costs to be recovered where agreement is terminated because of the seafarer's "***misconduct***" whereas Standard A2.5.3 refers to "***serious default"*** of the Seafarer's employment obligations. Suggest that "serious default" be substituted in both cases.<br><br>***Regulation 12(5)***<br>Here again Nautilus are concerned about the possibility that a master might be considered to be guilty of an offence as well as the shipowner and seek amendment of Regulation 12(5) to provide that only the shipowner can be guilty of an offence. | The Regulation as worded already achieves this.<br><br>Final wording is "serious misconduct"<br><br>As above |
| **RMT**<br>**Regulation 12(2)**<br>RMT regard regulation 12 as incomplete for the purposes of implementing MLC Standard A2.5, paragraph 3. We believe that regulation 12 (2) should be amended in order to correct this. At present, the regulation reads<br><br>"(2) A seafarers' employment agreement may provide that the seafarer must reimburse repatriation costs where the agreement | See response to Nautilus comments on these points. |

| | |
|---|---|
| is terminated because of the seafarer's misconduct."<br><br>This broad term 'misconduct' is also used at regulation 12(4).<br><br>MLC Standard A2.5, paragraph 3, uses the narrower definition of "serious default". As a result, RMT support the amendment of both draft regulation 12(2) and draft regulation 12(4) through insertion of "gross" after "seafarer's". This would bring the regulations more in line with British employment law, as well as preventing shipowners' from trying to escape the repatriation obligation in seafarer employment agreements in cases of minor misconduct.<br><br>**Regulation 12(5)**<br>provides that breach of paragraph (1) is an offence. RMT request that "by the shipowner" is inserted after the word "offence". This would provide clarity in case it is argued at some future point that the master or any other seafarer may commit this offence. | |
| **IMCA Comment**<br><br>Support the proposal. | No comment required |

| **REGULATION 13 - SEAFARER PROPERTY** | |
|---|---|
| **CONSULTEE COMMENT** | **MCA RESPONSE** |
| **Nautilus International**<br>***Regulation 13(8)***<br>Typo identified - reference to duty in paragraph (6) should actually be to paragraph(7)<br><br>***Regulation 13(9)***<br>Nautilus do not see why a seafarer or his next of kin should reimburse the | Comment re typo in Regulation 13(8) noted and agreed.<br><br>In the case of Regulation 13(9) this is not anticipated to arise in normal |

| | |
|---|---|
| shipowner for the reasonable delivery costs of property if so demanded. The obligation to deliver the seafarer's property arises when there is a duty to repatriate under Standard A2.5 and Guideline B2.5.1.3(d) entitles the seafarer to have 30kg of personal luggage transported at the cost of the shipowner. Nautilus request that Regulation 13(9) be amended accordingly<br><br>***Regulation 13(10)***<br>Propose that when complete any offences should only be against the shipowner and not the master. | repatriation cases as the seafarer will have his luggage with him/her. The only exceptions might be in case of repatriation because of illness or where the seafarer is deceased and his personal effects are to be returned to the next of kin. However Regulation 17 of the current 1979 Repatriation Regulations already provides for charges to be levied in such cases so no grounds are seen for amending this.provision.<br><br>So far as Regulation 13(10) is concerned, whilst this does apply duties on the shipowner, it does also apply specific duties on the master. No justification is therefore seen for excluding the master from any penalty if he fails to comply with any duty imposed on him by this Regulation. |
| **RMT**<br>We do not accept that at regulation 13(9) a seafarer or their next-of-kin should reimburse the shipowner for the reasonable delivery costs of a seafarer's property. The obligations concerning these delivery costs would only arise in cases where repatriation occurs under regulation 8. RMT therefore request the deletion of this regulation 13(9).<br><br>The absence of definitive offences at 13(10) should not be used to allow shipowners to abdicate their responsibility for the safe and timely return of seafarer's property that the seafarer cannot safely take with them when they disembark the vessel at the end of the tour. We therefore ask that the wording of this regulation be tightened. | As indicated in the response to the Nautilus comments, provision is already made for recharging under the existing Regs. In addition, many CBAs limit the amount of luggage for which the (currently) employer will pay to 30 Kgs. |

| **REGULATION 14 - DUTY TO CARRY DOCUMENTS** | |
|---|---|
| **CONSULTEE COMMENT** | **MCA RESPONSE** |
| Nautilus wish it to be made clear that any offences should only be against the shipowner and not the master | As above. |
| **Regulation 14(4)** is incomplete but RMT strongly support that any offence outlined here should make clear the liability of the shipowner | As above |

| | |
|---|---|
| and not a seafarer of any grade | |

| **REGULATION 15 - FINANCIAL SECURITY REQUIREMENT** | |
|---|---|
| **CONSULTEE COMMENT** | **MCA RESPONSE** |
| **Nautilus International**<br>***Regulation 15(2)***<br>Nautilus are strongly of the view that the UK should provide that only a "contract of insurance" is adequate for these purposes and not give the option of "some other security" which is rather wide and vague. Request therefore that 15(2) to provide only that a contract of insurance will suffice.<br><br>***Regulation 15(3)***<br>As elsewhere Nautilus propose that any offence should only be against the shipowner and not the master | **MCA Comment**<br>Re Regulation 15(2) whilst a contract of insurance is currently the preferred option that does not mean that another form of financial security will not be accepted in the future. Wording of 15(2) amended to refer to "..... a contract of insurance or other security...".<br><br>As before |
| **RMT**<br>RMT firmly believe that the UK government should ensure that only a contract of insurance is adequate for these purposes. At present the option for some "other security" risks confusion and is vague. It is vital for our members that shipowners comply with the repatriation obligations and a contract of insurance will provide for a much higher level of protection of our members' statutory rights. We request that this regulation is tightened to reflect our concerns. | Same response as for Nautilus |
| **IG P&I**<br>IG consider that the purpose of regulation 15 is to prevent a ship from entering or leaving a UK port or remaining at sea if such ship does not comply with the MLC financial security requirements. However IC consider that this seems to be an obligation on port state control officers and not a | This provision is intended to place a statutory duty on every shipowner of a UK ship to have in place such financial security and it is not considered that inspections will cover this. Additionally, Port State Control Officers will |

| | |
|---|---|
| duty of the shipowner. In order to better reflect the purpose and intention of Regulation 15 we would suggest the current text is replaced with the following wording in (1) which then allows for penalties in respect of the offence of not having in place a contract of insurance;<br><br>"(1) A ship shall not enter or leave a port or remain at sea unless there is in force a contract of insurance or other security in respect of the liabilities arising from the shipowner's duty to make provision for the repatriation of seafarers under Regulation 8.<br><br>(2) [Offences]" | not check every ship at every port so no reason is seen why the statutory duty on the shipowner should not remain. |
| **REGULATION 18 - DETENTION OF UNITED KINGDOM SHIPS AND OTHER SHIPS WITHOUT MARITIME LABOUR CERTIFICATES** | |
| **CONSULTEE COMMENT** | **MCA RESPONSE** |
| **Nautilus International**<br>***Regulation 18(3)***<br>Nautilus consider this to be ambiguous and to need redrafting.<br><br>Nautilus also draw attention to several typos as well as reiterating their request that masters not be covered by requirements relating to offences | **MCA Comment**<br><br>Detention provisions reworked for consolidated Regulations. |
| **RMT**<br>**Regulation 18(1)**<br>RMT are concerned at the depth and potential effectiveness of the draft regulations. We are especially concerned that the proposed regulations for detaining UK ships for non-compliance with the MLC do not make explicit reference to the relevant regulations on repatriation in the MLC, namely MLC Regulations 2.5.1 and Regulation 2.5.2. RMT therefore call upon the government to include reference to the original MLC regulations (and the supporting MLC Standards A2.5.1-9) in Regulation 18(1). This would also be consistent with the current drafting of the Marine Guidance Note on repatriation. | Detention provisions reworked for consolidated Regulations. |

| | |
|---|---|
| **Regulation 18(3)**<br>At regulation 18(3), we cannot see how this power could be used to detain non-UK registered ships that are found not to be compliant with the MLC, following official inspection. Whilst subsequent draft regulations 20 and 21 deal with the detention of non-UK ships carrying Maritime Labour Certificates in the context of repatriation, the drafting of regulation 18(3) is ambiguous, particularly as the title of the draft regulation refers to the detention of ships other than those registered in the UK. RMT therefore call for regulation 18(3) to be re-drafted to make it clear that the powers in the regulation to detain a vessel also apply to non-UK registered ships in a UK port or shipyard or at an offshore terminal on the UK Continental Shelf.<br><br>**Regulations 18(7)(d), 18(8)(b) and 18(9)**<br>all make reference to offences by masters. RMT is opposed to the naming of individual seafarer grades in the regulations and ask that these references be removed from the final regulations | As before |

| **REGULATION 20 - DETENTION OF NON-UNITED KINGDOM SHIPS WITH MARITIME LABOUR CERTIFICATES** | |
|---|---|
| **CONSULTEE COMMENT** | **MCA RESPONSE** |
| **Nautilus International**<br><br>Nautilus consider that the MLC provisions set out in Regulation 20(1)(a)(i) - (iii) inclusive should be much wider and in addition include Guideline B2.5 paragraphs 1 and 6 | Detention provisions reworked in consolidated Regulations. |
| **RMT**<br>The MLC provisions set out in regulation 20(1) (a) (i)-(iii) (inclusive) are not wide enough and the omission from the regulation of the MLC Regulation 2.5.1 is a serious one. RMT are calling for the regulation to be drafted to make explicit reference to all of MLC Regulation 2.5 and | See comments on Nautilus response. |

| | |
|---|---|
| MLC Standards A2.5.1-9. | |

| **REGULATION 22 - REVIEW** | |
|---|---|
| **CONSULTEE COMMENT** | **MCA RESPONSE** |
| **RMT**<br>RMT have expressed concern at the current drafting of regulation 22 (1) (a) which requires the Secretary of State for Transport to carry out a review and produce a report into the Regulations 7 to 20[/21]'. They request that the Regulation be re-drafted to include regulations 1-6, particularly regulations 5-6 which deal with the amendment of the Merchant Shipping Act 1995 in order to implement the MLC's regulations on repatriation. | Statutory review provision reworked in consolidated Regulations. |
| In addition, they express concern at the content of regulations 22 (3) (c) which currently state that the Secretary of State's report should<br><br>*"assess whether those objectives remain appropriate and, if so, the extent to which they could be achieved with a system that imposes less regulation."*<br><br>which they consider is motivated by the current government's 'red tape challenge' and other cross-departmental anti-regulation initiatives. | The Government's policy to review legislation is fixed in legislation. RMT's view is noted. |
| RMT also call for an impact assessment to be produced at the same time as any proposals for removing regulations are made in the Secretary of State's report. | |