

(Translation. Only the Faroese version has legal validity.)

Seafarers' condition of employment etc.

Parliamentary Act No. 4 of 15 January 1988 on seafarers' conditions of employment etc. as last amended by Parliamentary Act No 133 of 20 December 2016 ¹⁾²⁾

Chapter I: Introduction

Chapter II: The employment contract etc.

Chapter III: On board service

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Chapter I Introduction

Section 1. ¹⁾ For the purposes of this act, the term “seafarer” shall apply to all persons, apart from the master, employed, engaged or working on board a Faroese ship who does not exclusively work on board while the ship is in port. For the master, section 47 shall apply.

Subsection 2. ¹⁾ In case of doubt who is to be considered a seafarer according to subsection 1, the issue may be decided by the Faroese Maritime Authority following previous consultation with the shipowner and seafarer organisations that the issue concerns.

Section 1a. ¹⁾ The shipowner shall ensure that the provisions of this act and regulations issued according to this act are complied with. The shipowner shall also ensure that the seafarer's right according to the employment contract are complied with. The shipowner shall also ensure that the master has a possibility of complying with the obligations that rest with him. The obligations according to item 1-3 shall rest with the shipowner irrespective of whether other companies or persons perform some of these tasks or obligations on behalf of the shipowner.

Subsection 2. Subsection 1 shall apply though another person than the shipowner is the employer. In such cases, the obligations according to the employment contract cf. section 3, and the provisions of the act regulating the conditions of employment shall also rest with the employer.

Subsection 3. If the shipowner has fully or partly left his obligations and areas of responsibility according to this act or the employment contract to another person or organisation, subsection 1 shall also apply to the relevant person or organisation insofar as regards the obligations and areas of responsibility.

Subsection 4. The Minister may lay down more detailed regulations on the obligations according to subsection 1-3.

Section 2. ^{3) 1)} (Repealed)

Chapter II The employment contract, etc.

1. Conclusion and termination of the employment contract

Section 3. ¹⁾ The shipowner or the employer shall assign a written employment on terms of engagement to the seafarer. The employment contract shall be signed by both parties. The employment contract shall be written in a specific agreement format, which contains all information on important conditions of the employment. The Faroese Maritime Authority makes decisions on the content and design of the agreement format.

Subsection 2. The master may engage the necessary crew on behalf of the shipowner. Subsection 1 applies to employment contracts concluded by the master. The master shall with regard to the engagement of engine room staff consult the chief engineer, when possible. He should also consult the chief mate about the engagement of deck hands and the chief steward about the engagement of catering staff.

Subsection 3. ¹⁾ The Minister lays down further provisions stipulating the shipowner's or employer's obligation to assign a written employment on terms of engagement with the employee, cf. section 1, under this which information, as a minimum, the employment contract shall contain.

Subsection 4. ¹⁾ As regards fishing vessels, the Faroese Government makes necessary deviations from the provisions in subsection 3. If the wage is according to a wage agreement, it shall be indicated between which trade union the agreement is made, and to which part of the crew it applies.

Subsection 5. ¹⁾ Seafarer signing on a ship shall hold a seafarer's discharge book (seaman's book) or a confirmation regarding his signing on. While in service on board, the seafarer shall leave the confirmation regarding his signing on or the seafarer's discharge book (seaman's book) with the master for safe-keeping.

Subsection 6. ¹⁾ The seafarer shall, before signing an employment contract, have a possibility of going through it and seeking advice about its conditions.

Subsection 7. ¹⁾ No exception that may encumber the seafarer may be made by agreement from the provisions in section 3, however, cf. also subsection 4.

Section 4. ¹⁾ No person under the age of 16 shall be employed on board.

Subsection 2. ^{4) 1)} No one may take up service or serve on board until he has been subjected to the medical examination with a satisfactory result, as prescribed for such duty. The employer shall pay the expenses for such medical examination. The condition, however, for the right to reimbursement is that the seafarer prior to this has sailed for at least 6 months on board one of the ships of the employer in question. The Minister lays down further provisions stipulating the medical examinations.

Subsection 3. ¹⁾ For the purpose of protecting seafarers below the age of 20, the Faroese Government may deviate from the provisions of sections 5, 6, 7, 11, 19, 20, 27, 55 and 56.

Section 5. ¹⁾ Either party, may, unless otherwise agreed, terminate the employment contract by 7 days notice. No arrangements shall be made to allow the shipowner a shorter term of notice than that to which the seafarer is entitled.

Section 6. ¹⁾ Unless otherwise agreed in respect of place of discharge, the employment contract may only be terminable to expire in a Faroese port of call. Unless otherwise agreed, the contract can only be terminated to expire in a port in Denmark and in Greenland provided that the seafarer is domiciled in Denmark or Greenland, respectively.

Subsection 2. ¹⁾ For seafarers not domiciled in the Faroe Islands, or who have not been engaged in the Faroe Islands, the employment contract may also be terminated to expire in a foreign port of call unless that port is entered only for a short call, such as bunkering or landing of sick or injured persons, or for any other reasons to safeguard those on board, the vessel, or her cargo.

Subsection 3. ¹⁾ If a time limited service agreement expires while the ship is at sea, the agreement shall remain in force until the ship arrives at a port. However, the service agreement does not expire in foreign ports entered for short calls, cf. subsection 2.

Subsection 4. ¹⁾ If a seafarer with a time limited service agreement continues to serve after the termination of the service agreement and a new agreement concerning port of discharge is not concluded, subsections 1 and 2 shall apply. The same applies if a seafarer has serviced on board for only one specific journey and the journey has come to an end.

Subsection 5. Unless otherwise agreed, the employment agreement on fishing vessels is only valid for one fishing trip at a time, when the trip begins and ends in the Faroe Islands.

Subsection 6. ¹⁾ If a seafarer terminates his service following the shipowner's dismissal or at the expiry of a time-limited service agreement in a port outside the seafarer's country of residence, then the seafarer shall be entitled to a journey with subsistence to his domicile at the shipowner's expense.

Section 7. ¹⁾ Where a seafarer, who has served on board the same ship or on board ships belonging to the same shipowner for 6 months and has given 4 weeks' notice or such shorter notice as may have been agreed upon, he may notwithstanding any agreement to the contrary terminate the agreement to expire in any port of call. Discharge shall, however, not be granted during a brief port of call, cf. section 6 subsection 2.

Subsection 2. ¹⁾ The seafarer may not serve for a consecutive period on the same ship or on ships belonging to the same shipowner for more than 12 months.

Section 8. ¹⁾ A seafarer who is domiciled in Faroe Islands and who has not had an opportunity during the past 3 months to obtain his discharge in a Faroese port shall be entitled to free passage to his domicile provided that he has served on board the same ship or on board ships belonging to the same shipowner for a continuous period of 6 months. The expenses accrued for the passage shall without delay be covered by the National Treasury and the shipowner, shared equally between them.

Subsection 2. ¹⁾ The seafarer shall, however, continue the service for up to 1 month if it is to be expected that the ship within that period will arrive at a port from which the costs for the passage home will be reduced significantly or the arrangements made easier.

Subsection 3. ¹⁾ If a seafarer gives notice of termination or hands in his resignation, any claim for free passage home shall be made at the latest simultaneously with the notice or resignation.

Subsection 4. The passage home shall be arranged by the Consulate or by the master if there is no Danish Consulate at the location. If the passage home is arranged by the Consulate, the master shall on demand provide security for the shipowner's share of the expenses.

Subsection 5. ¹⁾ (Repealed)

1a. Recruitment and placement service for seafarers ¹⁾

Section 8a. ¹⁾ Private recruitment and placement services for seafarers whose primary purpose is to recruit or place seafarers, or which recruit or place a considerable number of seafarers may only be carried out in the Faroe Islands if they are certified to do so by the Faroese Maritime Authority. The Faroese Maritime Authority issues a certificate in connection with approval according to item 1 cf. section 72a.

Subsection 2. A shipowner using a Faroese private recruitment and placement service for seafarers shall ensure that the service concerned holds a valid certificate according to subsection 1.

Section 8b. ¹⁾ The Minister lays down further provisions on recruitment and placement service for seafarers in the Faroe Islands, including:

- 1) that the certification is granted for a time-limited period and may be withdrawn,
- 2) that the seafarer, in connection with any recruitment negotiation, shall have the right to freely choose ship, just as a shipowner or a master shall have the right to freely choose his crew, and
- 3) that it shall be evident from the recruitment and placement contract that financial security has been provided so that all interested parties are protected and so that the seafarer is given sufficient opportunity to acquaint himself with the agreement.

Section 8c. ¹⁾ Shipowners using private recruitment and placement services for seafarers in countries that have ratified the ILO Maritime Labour Convention 2006 or ILO Convention No. 179, the Recruitment and Placement of Seafarers Convention (1996), shall ensure that the services concerned have a certificate or a license documenting that they are operated in accordance with the requirements of the convention concerned. If the country in question does not issue such certificates or licenses to private recruitment and placement services, the shipowner shall ensure another type of official confirmation that the services in question are operated in accordance with the requirements of one of the conventions mentioned.

Subsection 2. Shipowners using private recruitment and placement services for seafarers in countries that have not ratified the ILO Maritime Labour Convention 2006 or ILO Convention No. 179, the Recruitment and Placement of Seafarers Convention (1996), shall be able to prove that the services concerned meet the requirements for recruitment and placement services according to the conventions.

Subsection 3. The Faroese Maritime Authority may approve that a shipowner uses a private recruitment and placement service for seafarers in countries that have not ratified the ILO Maritime Labour Convention 2006 or ILO Convention No. 179, the Recruitment and Placement of Seafarers Convention (1996) and require payment for covering the expenses in connection with such approval. The approval shall be given for a time-limited period and may be withdrawn.

Subsection 4. The Faroese Maritime Authority may prohibit the use of recruitment and placement services in specific countries if the recruitment and placement services of the countries concerned do not, in important respects, meet the requirements of the ILO Maritime Labour Convention 2006 or of ILO Convention No. 179, the Recruitment and Placement of Seafarers Convention (1996).

Section 8d. ¹⁾ Complaints about a Faroese private recruitment and placement service or private recruitment and placement service approved according to section 8c subsection 3 may be brought before the Faroese Maritime Authority.

Section 8e. ¹⁾ Any shipowner may freely procure crew for his ship through the ship's officers or the standing office staff serving the company permanently, paying due consideration to regulations issued according to section 8b. No requirement may be made for the seafarer to pay a fee for such a service.

2. The seafarer's right to demand discharge ¹⁾

Section 9. ¹⁾ In case of pregnancy, the seafarer shall be entitled to demand discharge if it is considered expedient to herself, to the impending childbirth, or to the child. The Faroese Government may lay down provisions governing the right to obtain discharge and the right to free passage with subsistence to the seafarer's domicile in Faroe Islands at the expense of the National Treasury.

Section 10. ¹⁾ If a seafarer after he is employed is informed that his/her spouse or child has deceased or is seriously ill, s/he can demand discharge. In such case the National Treasury will hold all expenses of the travel home.

Subsection 2. ¹⁾ A seafarer may also demand discharge if, after signing on s/he is informed of the availability of another position of a higher grade than the one being held, or another position of considerable importance to him/her, or if s/he is informed of any circumstances which render it essential to his/her interests to be able to obtain discharge. If the ship is thus made unseaworthy, the seafarer may demand his discharge according to item 1 only if a competent substitute can be procured.

Subsection 3. ¹⁾ The seafarer shall compensate the shipowner for any expenses incidental to the engagement of a substitute according to subsection 2. The amount claimed in compensation may be remitted in full or in part in consideration of the remaining period of service of the seafarer and the circumstances in general.

Subsection 4. ¹⁾ A seafarer shall be entitled to demand discharge if:

- 1) the shipowner has gone bankrupt
- 2) the shipowner passes away and the estate is brought under the administration of an estate according to chapter 3 in the Administration of Estates Act
- 3) the company closes down and the shipowner is not able to pay the claim
- 4) the shipowner has proclaimed suspension of payments, or
- 5) the shipowner has fundamentally violated the seafarer's employment contract and the seafarer has no right to demand discharge according to other provisions of the act.

Subsection 5. ¹⁾ When a seafarer has been discharged in accordance with subsection 4, the shipowner shall pay the seafarer's passage with subsistence to his domicile.

Section 11. ¹⁾ The seafarer shall be entitled to demand discharge if:

- 1) the ship is unseaworthy or the crew accommodation is unhealthy and the master neglects to remedy the defects,
- 2) the master neglects to have the ship surveyed in contravention of section 54, or

- 3) ¹⁾ the seafarer has been ill-treated on board the ship and the master, although aware of such ill-treatment, has failed to render him protection.

Subsection 2. ¹⁾ A seafarer obtaining his discharge under section 1 shall be entitled to compensation and free passage with subsistence in accordance with section 18, subsections 1 and 2.

Section 12. ¹⁾ A seafarer shall be entitled to demand discharge if, after his engagement, it turns out that:

- 1) there is a possibility that the ship can be taken by the parties in war or the ship can be damaged by an act of war or in danger that can be considered to be of similar character or that such danger has actually grown or
- 2) a malignant epidemic disease is prevailing in a port for which the ship is bound.

Subsection 2. It is the duty of the master by posting, or in some other manner to notify the crew of the itinerary of the ship and any changes therein.

Subsection 3. ¹⁾ Demands for discharge shall be made as soon as possible after the seafarer has been informed of the circumstances. If the voyage has not commenced, the seafarer shall be entitled to discharge in the first port or harbours the ship is to call. If the ship is not to call any port or harbours before it is expected to pass through areas where circumstances prevail as mentioned in subsection 1, the master shall upon request of the seafarer give him access to sign off if an opportunity occurs to send him ashore.

Subsection 4. ¹⁾ If the seafarer obtains discharge, the shipowner shall pay the expenses for the seafarer's passage with subsistence to his domicile or, according to the directions of the shipowner, to the place of engagement. The National Treasury shall reimburse the shipowner 25 per cent of his expenses.

Subsection 5. ¹⁾ Subsection 4 shall not apply if a similar engagement can be obtained on another Faroese ship at the place of discharge.

Section 13. ¹⁾ If a seafarer is engaged for a definite voyage and the voyage is materially altered, he may demand discharge. The provisions of section 12, subsection 3 item 1 and 2 shall apply similarly.

Subsection 2. ¹⁾ If the seafarer discharges, he shall be entitled to wages for one month after the termination of the employment. He shall moreover be entitled to free passage with subsistence to the place of engagement if he is discharged before the voyage has commenced and otherwise to the agreed place of discharge.

Section 14. ¹⁾ If the ship loses the right to fly the Faroese flag, the seafarer may demand discharge unless otherwise provided in the agreement.

Subsection 2. ¹⁾ The same shall apply if the ship is taken over by another Faroese shipowner and the seafarer, upon being asked by the master, announces as soon as possible that he does not wish to continue the service with the new shipowner.

Subsection 3. ¹⁾ If the seafarer's agreement is terminated under the provisions of subsection 1, the seafarer shall be entitled to compensation and free passage with subsistence in accordance with section 18, subsections 1 and 2.

Section 15. ¹⁾ A seafarer who, in accordance with the agreement or with the provisions of this part, is entitled to obtain discharge, shall continue to serve on board in order to assist in the work which must necessarily be carried out when the ship enters a port, but not for more than 48 hours after the arrival in port. This shall, however, not apply in case of leave of service according to section 10 subsection 1.

Subsection 2. If evidence is to be given, he shall remain at the location against wages and subsistence until such evidence has been given.

3. The master's right to dismiss a seafarer, etc. ¹⁾

Section 16. ¹⁾ If a seafarer due to illness or injury is not able to perform his duties it is considered legal absence unless he at the time he was hired deceitfully was hiding the illness or injury, or if he, after he was hired wilfully inflicted the illness or injury or as a result of gross negligence.

Subsection 2. ¹⁾ A seafarer, who is unfit to perform his duties for a considerable time by reason of illness or injury, or if he has an illness that endangers the crew, may be dismissed, regardless of what has been agreed in the employment contract regarding the place of discharge.

Section 17. ¹⁾ The master may dismiss a seafarer if

- 1) he is found incompetent to perform his duties,
- 2) he fails to join the ship in due time and the ship is to depart and/or a substitute must be engaged in his place,
- 3) he is guilty of gross breach of duty such as repeated disobedience, violent behavior towards other persons on board, or drunkenness,
- 4) he is guilty of theft or any other serious crime,
- 5) he causes the ship serious difficulties by concealing persons on board,
- 6) he conceals goods on board the ship which are liable to customs duty or the exportation of which from the port of departure or the importation to the port of destination is prohibited, or
- 7) ¹⁾ he lays a dispute about the employment before a foreign court.

Subsection 2. ¹⁾ If the master intends to dismiss a seafarer in accordance with subsection 1, No. 3-7, he shall inform the seafarer of his intention as soon as possible, and not later than 7 days after learning of the situation resulting in the dismissal unless special reasons require that this time limit be exceeded.

Subsection 3. ¹⁾ If a seafarer is dismissed in accordance with subsection 1, he shall not be entitled to wages for a longer period than he has served. If on dismissal in accordance with subsection 1, No. 2 it appears that the seafarer cannot be held accountable, and that he is incapable of performing his duties by reason of illness or injury, he shall, however, be entitled to wages in accordance with section 29 subsection 2.

Section 18. ¹⁾ When a seafarer is dismissed on grounds other than those mentioned in section 17, he shall be entitled to two months' wages after the termination of the employment, unless general rules of compensation entitle him to a larger amount. For fishing vessels the aforementioned wage is stipulated by his share in the contract multiplied by the minimum wage.

Subsection 2. ¹⁾ In addition, the seafarer shall be entitled to free passage with subsistence to his place of residence at the expense of the shipowner. Where a definite port of discharge has been agreed upon, the seafarer shall be entitled to free passage with subsistence to that port.

Subsection 3. ¹⁾ Subsections 1 and 2 shall not apply when a seafarer is dismissed by notice in a place of discharge agreed upon or provided by section 6 as per the master's decision before the expiry of the time-limit with wages and subsistence till the expiry of that limit.

4. Termination of agreement in case of loss of ship

Section 19. ¹⁾ If the ship is lost through a marine casualty, or if it is considered beyond repair after such casualty, a seafarer's agreement shall terminate unless otherwise provided in the agreement. The seafarer shall, however, in return for wages and subsistence participate in the salvage and remain at the place for the purpose of giving evidence.

Subsection 2. ¹⁾ If the service is terminated in the aforesaid manner, the seafarer shall be entitled to the necessary clothes and free passage with subsistence to his domicile at the expense of the shipowner.

Subsection 3. ¹⁾ During the passage home mentioned in subsection 2, the seafarer shall be entitled to wages. In addition, he shall be entitled to wages during the period in which he is unemployed by reason of the loss of the ship, but not for more than two months over and above the period during which he is paid wages according to section 1.

5. General provisions in relation to discharge

Section 20. ¹⁾ If the authorities in a foreign port where a seafarer is to be discharged do not allow him to enter the country or make his entry conditional upon a security which he cannot find, he shall continue to serve on board until the ship arrives at a port where his discharge may be effected. The seafarer shall also be entitled to remain in the service provided this would not be held to be unreasonable.

6. Payment and calculation of wages

Section 21. ¹⁾ Wages shall run on and from the day on which the seafarer commences his service on board. If on demand of the shipowner he surrenders his discharge book (seaman's book) or passport before the service has commenced, or if he must undertake a journey from the place of engagement in order to join the ship, wages shall, however, run on and from the day on which the surrender takes place or the journey has been commenced.

Subsection 2. Wages shall run up to and including the day on which his service terminates, or, if he is to be discharged after the said day, up to and including the day of discharge.

Subsection 3. ¹⁾ Wages shall not accrue for any time during which the seafarer unlawfully evades service.

Section 22. For the purpose of calculating wages for part of a month, the daily wage shall be reckoned as one-thirtieth part of the monthly wages.

Subsection 2. If wages are fixed at a definite amount for the voyage, the entry in the agreement about the estimated duration of the voyage shall apply to cases where wages are to be calculated according to time.

Subsection 3. ¹⁾ Should the voyage prove to be of shorter duration than anticipated at the time of engagement, the seafarer shall be entitled to the full amount of wages agreed upon. Should the voyage prove to be of longer duration than anticipated, he shall be entitled to a proportionate addition unless otherwise agreed upon.

Subsection 4. Wages on fishing vessels for part of a fishing trip will be calculated as the higher amount of:

- a. part of the catch calculated in the usual manner for the period during which the seafarer has been serving on board, or
- b. from the entire catch during the voyage, a relative share calculated for the period during which the seafarer has actually served on board.

Section 23. ¹⁾ In case a whole voyage or part of a voyage is performed with less crew than anticipated at the time of engagement, or in case the able-bodied crew is reduced during the voyage, wages saved for the time the ship is at sea shall be divided equally amongst the seafarers belonging to the group of crew which has been reduced in numbers, unless it is proved that the group has not had to perform additional work by reason of such reduction.

Subsection 2. From the wages saved deduction shall be made, however, of any amount by which the expenses in connection with overtime pay may be increased by reason of such reduction of the crew.

Subsection 3. ¹⁾ The right of a seafarer to a share in the saved wages shall not exceed the amount of the normal wages accruing to him.

Subsection 4. If there is only one mate left on board, then such saved wages shall be divided equally between that mate and the master.

Section 24. ¹⁾ Wages shall be paid with no more than 1 month's interval, cf., however, subsection 6 concerning fishing vessels.

Subsection 2. ¹⁾ A seafarer can only demand payment of wages when the ship is in port, and in the same country only once every seventh day.

Subsection 3. ¹⁾ Wages shall be paid in cash unless the seafarer demands a draft on the shipowner. Payment may be demanded in local currency at the current rate of exchange.

Subsection 4. ¹⁾ A seafarer may require that wages be paid by means of monthly allotments in favour of a specified person. He may, however, not require payments to be made under more than three concurrent allotment notes.

Subsection 5. ¹⁾ A seafarer may request that the entire wage or a part of it is transferred to one or more banks.

Subsection 6. ¹⁾ In the case of fishing vessels, the shipowner gives the crew settlement and profits not later than 2 weeks after the catch has been landed and sold. In the case that the catch from a trip has not been sold within 4 weeks, the crew shall be settled provisionally, and the trip shall be made up as precise as possible.

Section 25. ¹⁾ Without the consent of the seafarer, deduction from wages may only be made as regards the amount to meet compensation claims, which the seafarer has incurred during his service. Excepted from such deduction is such amount that the shipowner is obliged to withhold

by statutory provisions. The deduction shall be made from wages paid to the seafarer in preference to wages paid by way of execution, unless the seafarer should decide otherwise.

Subsection 2. ¹⁾ The shipowner may not demand from a seafarer, whether concluding an employment contract or employed on board, that he pays any advance as security for expenses related to his home journey.

Subsection 3. ¹⁾ The shipowner may only deduct expenses for the home journey from the wage, etc., when it concerns termination under section 17, and the shipowner has affirmed that the seafarer has fundamentally violated his duties in the employment.

Section 26. ¹⁾ The seafarer shall be given a monthly account of wages earned, including additional payments, wages paid and the rate of exchange if payment has been made in any other currency than the one agreed upon.

7. Care and sickness wages

Section 27. ¹⁾ A seafarer shall submit himself to an examination by a medical practitioner upon demand of the master.

Subsection 2. ¹⁾ If there is a reason to believe that a seafarer is suffering from an illness, the master shall, if practicable, have him examined by a medical practitioner.

Subsection 3. ¹⁾ Medical examinations made under subsections 1 and 2 shall be made free of expenses to the seafarer.

Subsection 4. ¹⁾ If a seafarer suffers from illness or has been injured, the master shall see to it that the seafarer receives proper care on board or ashore, including maintenance, medical treatment and medical advice.

Subsection 5. ¹⁾ If there is reason to believe that a seafarer is suffering from an illness which involves danger to those on board, the master shall have him brought ashore provided that satisfactory precautions against the danger cannot be taken on board.

Subsection 6. ¹⁾ In case a seafarer who is ill or injured cannot take care of his personal belongings, the master shall keep them in his care and send them to the seafarer or to his next of kin.

Subsection 7. ¹⁾ When a seafarer who is ill or injured is left behind abroad, the master shall leave him in the care of the local consul, or if there is no Danish consul at the location, then ensure him proper care and attendance otherwise, and notify the nearest Danish consul. Upon request of the seafarer the master shall inform his next of kin.

Section 28. ¹⁾ When in a foreign country the master, leaves a sick or injured seafarer in the care of a Danish consul, the consul may demand security for the expenses to be defrayed by the shipowner in accordance with sections 30 and 34 for the care and burial of seafarers.

Subsection 2. ¹⁾ The master shall deliver to the consul any amount to which the seafarer is entitled or to which he may be entitled under the provisions of section 29 subsection 1.

Subsection 3. ¹⁾ The seafarer may request wages to which he is entitled to be handed over, unless such wages must be anticipated to be applied towards the payment of expenses incurred on behalf of the seafarer, or if he is in a condition that makes him unfit to take care of his own affairs.

Section 29. ¹⁾ During service on board, the seafarer is entitled to wages even though he is unfit to perform his duties due to illness or injury.

Subsection 2. ¹⁾ In case a seafarer is suffering from illness or injury at the time of termination, the following rules shall apply:

- 1) Sickness wages shall be paid as long as the seafarer suffers from illness, yet not longer than 16 weeks after the service on board has been terminated. This applies even if the employment terminates within the 16 weeks.
- 2) If the employment terminates after 16 weeks have passed from the time that the service on board terminated, then the sickness wages shall continue to be paid until the employment period terminates.
- 3) If the seafarer becomes incapacitated while he is not employed on board on one of the shipowner's ships, the 16 weeks will be calculated from the day the incapacity arose.

Subsection 3. ¹⁾ If no definite indications of illness or injury have been shown to exist, the seafarer is not entitled to wages for more days than he has served on board. If the incapacity is due to venereal disease the National Treasury shall pay the seafarer's wages.

Subsection 4. ¹⁾ Wages shall not accrue under subsections 1 or 2 for any time during which the seafarer is unfit to perform his duties by reason of illness or injury which he fraudulently suppressed at the time of his engagement. The same shall apply if the seafarer receives an injury or contracts an illness, apart from venereal disease, after his engagement as a result of his own wilful act or gross negligence.

Subsection 5. ^{3) 1)} If a seafarer is pregnant, when the contract is terminated, she has the right to wages as long as she is without work, however, not more than 2 months. This is not valid, if she at her day of employment was hiding her pregnancy, or she for sure knew she was pregnant.

Section 30. ¹⁾ As long as the seafarer is employed on board, the shipowner shall defray all expenses with respect to the care of the seafarer subject to the exceptions mentioned in subsections 4 – 6.

Subsection 2. ¹⁾ In event of a seafarer suffering from illness or injury at the time of termination of the employment, he shall, except as provided in subsections 4 – 6 below, be entitled to care and attendance for the account of the shipowner for up to 16 weeks, not exceeding, however, 2 weeks after the arrival in the country in which he is domiciled. This period shall be reckoned from the date of discharge or, if he is not discharged, from the date on which the ship departs.

Subsection 3. ¹⁾ If a seafarer is discharged on account of illness or injury, or if at the time of leaving the ship he is suffering from such illness or injury as may cause discharge, he shall be entitled to free passage with subsistence to his domicile at the expense of the shipowner. If the seafarer is not domiciled in the Faroe Islands, the shipowner may choose to provide free passage with subsistence to the place where the seafarer was staying at the time of the engagement, unless the authorities at that place will not allow the seafarer to enter the country or make his entry conditional upon a security which he cannot fulfill.

Subsection 4. ¹⁾ The seafarer is not entitled to care or free passage as provided in subsections 1 – 3 if the seafarer fraudulently suppressed the illness or injury at the time of his engagement. The

same shall apply if after his engagement he contracts an injury or an illness, apart from venereal disease, through his own willful act or gross negligence.

Subsection 5. ¹⁾ If a seafarer, domiciled in the Faroe Islands, suffers from a venereal disease or from tuberculosis, the National Treasury shall carry the expenses related to the care and the travel home provided for in subsections 2 and 3, cf. subsection 4.

Subsection 6. ¹⁾ The shipowner or the National Treasury shall not carry the expenses according to subsections 2 and 3, cf. subsection 4, in so far the seafarer is insured in the public health insurance, insurance company or association, or by any other public insurance scheme.

Section 31. ¹⁾ When after the discharge in a foreign country the master has incurred expenses for the purpose of sending home or providing care of a seafarer or in respect of any other assistance under social security provisions, which are not chargeable to the shipowner to pay under Faroese law, but which could not have been avoided through the intermediary of a Danish consul, such expenses may be recovered from the National Treasury.

8. Death and burial

Section 32. ¹⁾ If a seafarer passes away, the master shall inform his next of kin and arrange for his burial or cremation. If the death occurs abroad, also the nearest Danish consul shall be informed of the death. If cremation takes place, the master shall provide for the sending home of the ashes.

Subsection 2. ¹⁾ The master shall as soon as possible cause an inventory to be made of the effects left on board the ship by the deceased seafarer. The correctness of such inventory shall be certified by two witnesses. The master shall send the inventory and the personal belongings to the seafarer's closest relatives.

Section 33. ¹⁾ If a seafarer passes away, the wages due to him shall run up to and including the date of death, provided they have not previously ceased to run under the provisions of this chapter.

Subsection 2. If the ship is lost at sea and it is impossible to ascertain when the casualty occurred, wages shall run up to the end of the period of such time that is usually required for a ship of this same type, during the same season, to sail from the position where the lost ship was last heard of and to her destination.

Subsection 3. ¹⁾ If a seafarer passes away during the course of his service, the surviving spouse or any children under the age of 18 for whose maintenance the seafarer was liable, shall be entitled to 1 month's wages. If at the time of death the seafarer has been employed continuously by the shipowner for 2 or 3 years, wages shall be payable for 2 or 3 months respectively. The same shall apply where a seafarer dies while he is still entitled to wages according to the provisions of section 29 subsection 2. In that case the shipowner may deduct wages paid or payable according to the said provisions.

Section 34. ¹⁾ The shipowner shall defray the expenses of a seafarer's burial or cremation and the sending home and entombment of his ashes, provided the seafarer passes away during the course of the service, or while he is still entitled to care as provided under section 30 subsection 2.

Subsection 2. ¹⁾ The National Treasury shall defray the expenses mentioned in subsection 1 provided the seafarer passes away while he is still entitled to care in accordance with section 30 subsection 5.

Subsection 3. ¹⁾ Section 30 subsection 6 and section 31 exempting the shipowner or the public sector from certain expenses with respect to the care of a seafarer suffering from illness or injury shall apply similar to expenses in relation to the death of a seafarer.

9. Special provisions relating to seafarers on fixed salaries ¹⁾

Section 35. ¹⁾ Even if the service on board has terminated, section 29 regarding wages during illness, injury or pregnancy and section 33 subsection 3 regarding one-month payment after the seaman's death shall apply, irrespective of the seafarer being employed on board one of the company's ships at the time of the disability or death occurring. Section 30 regarding care and free passage and section 34 regarding expenses of seafarer's burial shall apply similar provided the illness, injury or death occurs during a stay outside the country of seafarer's domicile as ordered by the shipowner. The right to care shall, however, only apply to care outside the country of domicile for a period of up to 16 weeks following the occurrence of the illness or the injury.

10. Special provisions relating to employment contracts with ship's officers

Section 36. The aforesaid provisions shall apply to ship's officers' employment contracts subject to the modifications and additions according to sections 37 – 43.

Subsection 2. ¹⁾ Ship's officers are understood by chief stewards, engineers, radio officers and mates. Subsection 1 and sections 37 – 43 shall also apply to other staff members employed by the shipowner to serve on board the ship and who hold corresponding, leading positions.

Section 37. Either party may, unless otherwise agreed, terminate the agreement by giving 3 months' notice.

Subsection 2. The minimum term of notice that may be agreed on the part of the shipowner shall be 1 month for the first year of service, and 3 months for the subsequent years. This shall not apply, however, if an agreement of a temporary nature has been entered into and where the service agreement does not exceed 9 months.

Subsection 3. These rules do not apply in cases of termination of contracts among co-workers whenever a legal strike has been declared.

Section 38. The ship's officer's right to demand discharge according to section 7 shall be subject to not less than 3 months' notice of termination of the contract, or the specified notice where a shorter term of notice has been agreed.

Section 39. ¹⁾ If the contract had been terminated to expire when the ship's officer became unfit to perform his duties, or if it is terminated thereafter, section 29 subsections 2 and 3, cf. section 35, about the right to sickness payment shall also apply, cf. however subsection 2.

Subsection 2. ¹⁾ If a ship's officer is unfit to perform his duties by reason of illness or injury, this shall be considered lawful absence unless he fraudulently suppressed such illness or injury at the time of his engagement, or if he contracted the illness or injury through his own wilful act or gross negligence after the engagement.

Section 40. Section 35, cf. section 39, about the right to sickness pay, etc., shall apply regardless of whether the officer's employment is connected with the shipping company so that his employment with the shipowner continues even if the employment on board the individual ship is terminated.

Section 41. If a ship's officer who has been employed continuously with the shipping company for 12, 15, or 18 years is dismissed, the shipowner shall pay an amount equalling 1, 2, or 3 months' wages respectively.

Subsection 2. Subsection 1 shall not apply if, when signing off, the ship's officer is entitled to pension from the shipowner or to national pension.

Subsection 3. Subsection 1 shall also apply where the officer is unfairly dismissed.

Section 42. If no satisfactory reasons can be advanced in support of the dismissal of an officer who has been in the continuous employment of the shipping company for not less than 12 months preceding the dismissal, either in the circumstances relating to the officer or to the shipping company, the company shall be liable to pay compensation, the assessment of which shall be based on the duration of the officer's employment and on other facts relating to the matter, always provided that the amount of compensation shall not exceed 3 months' wages.

Subsection 2. Provided that a ship's officer has been continuously employed by the shipping company for not less than 10 years preceding the dismissal, the compensation referred to in subsection 1 may amount to up to 4 months' wages. After 15 years' continuous employment the compensation may amount to up to 6 months' wages.

Subsection 3. Subsections 1 and 2 shall also apply where the officer is unfairly dismissed.

Section 43. ³⁾ Where a ship's officer is dismissed on grounds other than those mentioned in section 17 on disobedience, etc., he shall be entitled to wages for 3 months after the termination of the agreement unless the general rules of compensation entitle him to a larger amount. Moreover, section 18 about the right to free passage and about discharge before the expiry of the notice of termination shall apply.

Subsection 2. As regards fishing vessels, the redundancy payment will be calculated on basis of the relative share in the catch as per the agreement multiplied by the minimum wage.

11. Employment contract with the master

Section 44. The shipowner shall arrange for the conclusion of a written agreement with the master setting out the terms of his engagement. It shall be stated in the written agreement what is decided regarding place of discharge and notice of termination.

Section 45. The shipowner may at any time be entitled to dismiss the master.

Subsection 2. If the master is dismissed on account of incompetence, negligence, or gross or frequently occurring error or negligence committed in the course of his service, he shall be entitled to wages only for the time during which he has served.

Subsection 3. Otherwise section 37 about termination of the agreement by notice, and sections 39 – 43 concerning the right to wages, etc., shall apply.

Section 46. If the ship is lost through a marine casualty, or if it is considered to be beyond repair after such casualty, the master's agreement shall terminate unless otherwise provided in the agreement. He shall, however, in return for wages and subsistence be bound to remain at his post and look after the settlement of matters relating to the ship, to those on board, and to the cargo.

Subsection 2. The provisions of section 19 subsections 2 and 3 shall apply similarly.

Section 47. ³⁾¹⁾²⁾ The following provisions shall apply to the master

- 1) Section 1 subsection 2
- 2) Section 3 subsection 3 regarding employment contracts
- 3) Section 4 subsection 2 regarding medical examinations
- 4) Section 6 regarding place of discharge, etc.
- 5) Section 7 subsection 1, cf. section 38 unless otherwise provided
- 6) Section 7 subsection 2
- 7) Section 8 regarding free passage home after 6 months' service
- 8) Sections 8a – 8e regarding wages and placement of seafarers
- 9) Section 9 regarding the seafarer's pregnancy
- 10) Section 10 subsection 1 regarding the seafarer's right to leave of service due to compelling family reasons
- 11) Section 10 subsections 4 and 5 regarding the seafarer's right to leave of service due to inter alia the shipowner's bankruptcy or passage home
- 12) Section 12 subsection 1 No. 1 regarding the seafarer's right to leave of service due to danger of war
- 13) Section 14 subsection 1, cf subsection 3 regarding the seafarer's right to leave of service due to the ship's loss of her right to fly the Faroese flag
- 14) Section 15 regarding the right to leave of service and to assist the work which necessarily must be carried out
- 15) Sections 21 – 22 and sections 24 – 26 regarding payment and calculation of wages
- 16) Sections 27 – 30 cf. sections 35, 40 and 41 regarding sickness wages, care and free passage in case of illness or injury
- 17) Section 31 regarding the shipowner's right to recover certain expenses from the National Treasury
- 18) Section 32 and section 34 regarding burial or cremation and regarding handling of effects left on board
- 19) Section 33 cf. sections 35 and 40 regarding payment to the widow and/or children of deceased seafarer.
- 20) Section 53 subsections 1 and 2 regarding free food and regarding compensation
- 21) Section 55 regarding hours of rest
- 22) Section 59 regarding compensation for the loss of personal possessions and
- 23) Section 71a and c regarding providing financial security for the expenses for the passage home, essential needs of the seafarer until the seafarer's arrival at home, four months' outstanding wages etc.

Section 48. Where it is agreed that the master shall be entitled to a share in the ship's freight earnings (primage) or in any other earnings of the voyage, including allowance for demurrage, or a share in the shipowner's profit (commission on profit), the shipowner shall pay a proportionate part of the aforesaid income if the agreement is terminated before the completion of the voyage or before the end of the fiscal year.

Subsection 2. If the master is entitled to wages for a longer period than the period of his service, the income referred to in subsection 1 shall for the period after the termination of the employment be the amount by which twice the amount of the first mate's wages exceeds the regular wages of the master.

Chapter III

On board service

1. Direction of on board work

Section 49. The master shall have the highest authority on board the ship.

Subsection 2. If the master cannot perform his duty, or if he is not present, the chief officer takes decisions concerning duties that cannot wait.

Subsection 3. If the master passes away or becomes ill, or by some other reasons is not able to be in command of the ship, or he resigns from the job, the chief officer takes his place until a new master has taken the position. In any such cases the owner must be alerted immediately.

Section 50. The duties shall be assigned with due regard to the rating of each person on board, and if practicable, to the promotion of their professional proficiency.

Subsection 2. ¹⁾ With regard to the safety at sea, the Faroese Government makes necessary rules concerning the officer's area of responsibility and others who have a leading position on board.

2. General duties in the service

Section 51. ¹⁾ A seafarer shall obey the orders he receives in his service and shall by a distinct reply show that he has understood them. Moreover, he shall observe the regulations for the maintenance of order on board the ship.

Subsection 2. ¹⁾ If a seafarer is prevented from coming on board in due time, he shall without delay inform the master thereof.

Subsection 3. ¹⁾ The seafarer shall compensate any damage caused by errors or by neglect of duty.

3. Precautions against accidents and health risks

Section 52. ⁵⁾ (Repealed)

4. Food and health conditions

Section 53. ¹⁾ The master shall ensure that the crew is provided with proper and sufficient food. The food on board shall be free of charge for the seafarer during the period signed on. The Minister may lay down provisions on item 1 and 2.

Subsection 2. If the master deems it necessary to reduce food during the voyage, the crew shall have a right to claim compensation.

Subsection 3. The master shall not personally contract for the catering of the crew.

Subsection 4. The master shall supervise the health conditions and the cleanliness on board. The Faroese Government may lay down provisions to that effect.

5. Considerations of seaworthiness

Section 54. Whenever more than half of the crew complains about the seaworthiness of the ship for the purpose of the contemplated voyage, the master shall be bound to cause a control survey to be held according to the provisions laid down in the act on safety at sea, etc. In a foreign port where there are no facilities for undertaking a control survey under these provisions, the master shall apply to the local authorities for appointment of surveyors.

Subsection 2. The same shall apply if the chief engineer or the chief mate makes a similar complaint as regards the parts of the ship, her appurtenances or equipment which are under his supervision.

Subsection 3. If it appears at the survey that the complaint was unfounded, the loss shall be compensated in accordance with section 51 subsection 3.

Subsection 4. In case surveys are held in a foreign country according to subsections 1 and 2, the local Danish consul, if the matter has been laid before him, and otherwise the master, shall forthwith send a report to the Faroese Government.

6. Hours of rest, etc.

Section 55. ^{6) 1)} Seafarers shall have regular, uninterrupted periods of rest, adequate to ensure health and safety. The Minister may lay down provisions on seafarers' hours of rest and hours of work.

Subsection 2. ^{6) 1)} The manning on fishing vessels is, when the circumstances permit, entitled to 8 hours rest a day so that 6 hours of this rest remain interrupted. On trawlers the manning is entitled to 6 hours changing of the watch. In some cases exemption can be made when the majority of the crew makes agreement about this with the master.

Subsection 3. ^{6) 1)} Seafarers may not be ordered on Sundays and holidays to carry out work, which can be postponed.

Subsection 4. ^{6) 1)} On Sundays and holidays seafarers should, if practicable, be given the opportunity of undisturbed religious worship on board the ship.

7. The seafarer's right to go ashore during his spare time ¹⁾

Section 56. ¹⁾ During the ship's stay in port or in a safe place of anchorage, a seafarer shall be entitled to go ashore during his spare time, provided his remaining on board is not required for the purpose of the safety of the ship, the other persons on board or the cargo, the performance of necessary ship's work, nor should it be impending the departure or the shifting of the ship.

Subsection 2. The master shall, free of charge to the crew, arrange for communication with land by boat, always provided that such arrangement may reasonably be made with regard to the expenses and other circumstances related thereto.

8. The seafarer's personal possessions etc. ¹⁾

Section 57. ¹⁾ A seafarer may for his own personal use bring on board belongings in reasonable quantities, provided that this will not cause inconvenience to ship or cargo nor involve any type of risk or disorder on board. He shall not bring on board goods for sale for his own account or for the account of any other person except with the master's permission.

Subsection 2. ¹⁾ The seafarer shall be liable to pay freight on goods unlawfully brought on board. The provisions of section 51 subsection 3 shall apply where the goods cause damage.

Subsection 3. It is prohibited to bring on board narcotics or other dangerous drugs. Likewise, it is prohibited to bring on board arms or ammunition except with the master's permission.

Subsection 4. ¹⁾ If the master has reason to suspect that goods have been brought on board unlawfully, he may have the seafarer's quarters searched. The seafarer concerned shall be entitled

to be present at the search, and if this is impossible, then someone else shall represent the seafarer during the search.

Subsection 5. The master may take into custody, cause to be landed or, if necessary, destroy any goods unlawfully brought on board.

Section 58. ¹⁾ Effects left on board by a seafarer on the termination of his service shall be taken into custody at his expense. The master shall as soon as possible ensure an inventory list of the effects to be made. The correctness of the inventory list shall be certified by two persons.

Subsection 2. ¹⁾ Where the effects cannot reasonably be held in custody due to their nature, the expenses or other circumstances, they may be sold in a warrantable manner. The same shall apply if the seafarer has not within one year applied to the shipowner to obtain delivery of the effects belonging to him.

Section 59. ¹⁾ Where the effects belonging to a seafarer on board the ship have been damaged or lost on account of the loss of the ship, by reason of piracy, fire or other average, the shipowner shall be liable to pay compensation. The Faroese Government shall lay down specific provisions to that effect. Deduction may be made for clothing with which the seafarer has been supplied in accordance with section 19 subsection 2.

9. Order on board the ship

Section 60. The master shall be empowered to take the necessary steps to maintain order on board the ship.

Subsection 2. If the ship is in danger or mutiny breaks out amongst the crew or in other cases of emergency, the master may take any measures necessary and warrantable to secure order. Every member of the crew shall be bound to render assistance even without special order.

Subsection 3. If a person refusing to assist in the maintenance of order on board the ship has been injured, he shall be entitled to claim damages provided harsher measures were taken than those required by the circumstances.

Section 61. If a serious crime is committed on board the ship at a time when the ship is not in a Faroese port, the master shall as soon as possible take a preliminary statement which shall be entered in the log book. This shall not apply, however, if the crime is committed on foreign territory and is prosecuted by the local authorities.

Subsection 2. The master shall take all possible care that a suspect does not escape until such time that the matter is referred to a Danish consul or the police in the Faroe Islands. The master may for this purpose take the required measures provided that such measures are not harsher than those called for by the circumstances.

Chapter IV

Disputes concerning the employment and the consideration of complaints on board ¹⁾

Section 62. ¹⁾ A seafarer has a right to complain to the shipowner about the account of wages, the ship service, the conditions of employment or the conditions on board. The shipowner has an obligation to ensure that complaints are sufficiently examined and to develop and implement procedures on board for a just, efficient and fast consideration of complaints. The Minister may lay down more detailed regulations on complaints, etc.

Subsection 2. ¹⁾ Disputes about the account of wages, the ship service, the conditions of employment or the conditions on board cannot be brought before a foreign court.

Chapter V Penalties

Section 63. ¹⁾ If the shipowner fails to fulfil his obligations under section 53 or section 71a or his obligation under section 1a to ensure compliance with section 12 subsection 1 No. 1, subsections 2 and 3, section 27, section 47 No. 16 as regards section 27, section 47 No. 20 or No. 23, or section 53, he shall be liable to punishment by fine or imprisonment for a term of up to one year. If the shipowner fails to fulfil his obligations in accordance with section 4 subsections 1 and 2, section 8a subsection 2, section 8c subsections 1 and 2, section 8e, section 44, section 47 No. 2 or No. 19 or section 55, he shall be held liable to punishment by fine.

Subsection 2. ¹⁾ Anyone who fails to fulfil his obligation under section 1a to ensure compliance with section 12 subsection 1 No. 1, subsections 2 and 3, section 27 or section 53 shall be liable to punishment by fine or imprisonment for a term of up to one year, while anyone who otherwise fails to fulfil his obligations under to section 1a to ensure compliance with section 4 subsections 1 and 2, section 8a subsection 2, section 8c subsections 1 and 2, section 8e, section 32, section 54 subsections 1,2 and 4, section 55, section 58, section 72 or provisions laid down in pursuance of section 71 shall be liable to punishment by fine. Likewise, anyone who fails to fulfil his obligations under section 1a to ensure that the master has a possibility of meeting the obligations resting with him shall be punishable.

Subsection 3. ¹⁾ Anyone who carries out private recruitment or placement for seafarers in the Faroe Islands without a valid certificate, or who requires a fee from the seafarers for such services, may be liable to punishment by fine.

Subsection 4. ¹⁾ Legal persons shall incur criminal liability under the regulations in chapter 5 of the Faroese Penal Code.

Subsection 5. ¹⁾ When determining criminal liability under subsection 4, persons employed to carry out work on board the ship by others than the shipowner shall also be considered as being associated with the shipowner. If a document of compliance has been issued pursuant to the International Safety Management Code or a certificate has been issued according to the Maritime Labour Convention to another organisation or person, the master of the vessel as well as the seafarers shall be considered to be associated with the person to whom the document has been issued.

Section 64. Unless more severe punishment is otherwise provided by law, the master or the person who is acting in his place

1) ¹⁾ shall be liable to a fine if he

- a) intentionally or through gross negligence takes more severe enforcement measures than prescribed by sections 60 and 61 subsection 2; or
- b) disregards his duties provided by section 12 subsections 2 and 3, sections 27 and 53

2) shall be liable to a fine if he

- a) ¹⁾ employs anybody for work in contravention of sections 4 or 55; or

b) disregards his duties prescribed in section 8a subsection 2, section 8c subsections 1 and 2, section 8e, section 32, section 54 subsections 1, 2 and 4, section 58, section 72, or regulations laid down in accordance with section 71 subsection 1.

Section 65. Unless more severe punishment is otherwise provided by law, the seafarer shall be liable to a fine if he

- 1) disregards his duties prescribed in section 51 subsection 1, section 52, subsections 1 and 2 and section 60 subsection 2 item 2;
- 2) against his better judgement puts forward or is a party to a complaint as dealt with in section 54 and a control survey is thereby caused to be held.

Subsection 2. In case of contravention of subsection 1, proceedings shall be instituted only upon request of the shipowner or the master. This does, however, not apply for violation of the rules in section 52 subsections 1 and 2.

Section 66. ⁵⁾ (Repealed).

Section 67. ¹⁾ Unless more severe punishment is otherwise provided by any other law, anyone who deliberately fails to report for duty on time or leaves the ship and at the same time is aware of or should be aware of that this omission would jeopardize the safety of the ship or human life shall be liable to a fine.

Section 68. ¹⁾ Regulations laid down in pursuance of the act may provide for the imposition of a fine.

Section 69. ⁵⁾ If a master is found guilty of contravention of section 64 No. 1 paragraphs a) or b), the court may in aggravating circumstances suspend his certificate of competency as a master, mate or engineer for a definite period of time of up to 5 years or cancel the said certificate. In that case, the public prosecutor shall send his certificate and transcript of the judgement to the Faroese Government. When 5 years have elapsed since the passing of final sentence, the Faroese Government may restore the certificate.

Subsection 2. ⁵⁾ If the certificate of competency of a master, mate or engineer is suspended or cancelled under subsection 1, the court shall decide whether the master may serve as a mate and whether the mate or the engineer may serve in a lower grade. If so, the Faroese Government shall provide him with the appropriate certificate of competency.

Subsection 3. ^{3) 1)} (Repealed)

Chapter VI **Special provisions**

Section 70. ¹⁾ The Faroese Government may lay down provisions to the effect that section 8 about free passage home with subsistence after a certain period of service, section 9 about the right to free passage home at the expense of the National Treasury in case of pregnancy, and section 30 about the right of a sick seafarer to free passage shall extend to seafarers who are not domiciled in the Faroe Islands.

Section 71. ¹⁾ The Faroese Government may lay down more detailed provisions relating to such right to care in case of illness or injury and to such duty to arrange for burial or cremation as prescribed by this act.

Subsection 2. ⁷⁾ The Faroese Government lays down provisions on issuance, fees and the use of discharge books (seaman's books), certificates of service and minimum safe manning certificates.

Subsection 3. ¹⁾ In the discharge book (seaman's book) or certificate of service, no information may be given on the seafarer's manners when in service, nor any information on punishment which concerns the seafarer in question.

Section 71a. ¹⁾²⁾ The shipowner shall take out an insurance approved by the Faroese Maritime Authority or provide other similar financial security for covering the master's and the seafarers' claims against the shipowner and the employer, if this is another entity than the shipowner, in case a seafarer is abandoned.

Subsection 2. ²⁾ A seafarer shall be deemed to have been abandoned if the shipowner contrary to his obligations according to the employment contract, the applicable collective bargaining agreement, or pursuant to this Parliamentary Act:

- 1) does not cover the seafarer's repatriation costs,
- 2) has left the seafarer without what is necessary for subsistence or economic support, or
- 3) in any other manner unilaterally and unjustifiably has interrupted the connection to the seafarer, including if the seafarer has not received wages for at least two months.

Subsection 3. ²⁾ The financial security pursuant to subsection 1 shall cover:

1) the essential needs of the seafarer until his/her arrival at home, including food, securing of heat, electricity, communication, hygiene and any necessary medical treatment, etc., cost of repatriation as well as any other reasonable expenses that arise because the seafarer has been abandoned, and

2) four months' outstanding wages and other entitlements and others which the seafarer is entitled to receive according to the conditions of the employment to the extent that these claims are not covered by payment from the Employees' Guarantee Fund (*Trygdargrunnurin fyri avreiðingar og lønir*)

Subsection 4. ²⁾ The Minister may lay down more detailed regulations on the financial security, pursuant to subsection 1, including on limits of coverage, documentation of claims made, the possibility of forwarding claims directly to the provider of the financial security, and stipulating that the security is not to cover claims covered by public social insurance systems which cover the seafarer.

Subsection 5. ²⁾ The Minister may lay down more detailed regulations on certificate or any other documentation of the financial security, pursuant to subsection 1, and on the posting of these on board the ship.

Section 71b. ¹⁾ The Faroese Maritime Authority ensures free telemedico consultancy for merchant ships.

Section 71c. ²⁾ The Minister may lay down more detailed regulations on a free voyage home with subsistence pursuant to the provisions mentioned in section 6 subsection 6, section 8 subsection 1, section 10 subsection 4, sections 11-14, section 18 subsection 2, section 19, section 30, section 43, section 46 subsection 2 and section 47.

Section 71d. ²⁾ The Minister may, following negotiation with the Minister in question for the Parliamentary Act on Compensation for Industrial Injuries, lay down regulations on certification

or any other documentation for protection of seafarers pursuant to the Parliamentary Act on Compensation for Industrial Injuries, and on the posting of documentation and certificates, etc. on board the ship.

Section 72. The master shall ensure that a copy of this act and of any rules and regulations laid down in pursuance of the act are kept on board accessible to the crew.

Subsection 2. Where engagement takes place according to a collective bargaining agreement, he shall further ensure that a copy of such agreement shall be kept on board accessible to the crew.

Section 72a.¹⁾ The Faroese Maritime has, according to section 2 subsection 4 of the act on safety at sea monitor compliance with this Act and the regulations issued pursuant hereto.

Subsection 2. The Faroese Maritime Authority attends to the issuance of the necessary certificates and other documentation under this act according to section 17 subsection 2 of the act on safety at sea.

Section 72b.¹⁾ Merchant vessels with a tonnage of 500 or above and that are registered in a Faroese ship register may not operate on international voyages without holding a certificate and a document of compliance issued under the Maritime Labour Convention. The Minister may lay down regulations on the conditions that the certificate and the declaration of compliance are to cover.

Subsection 2. If the ship is certified according to the International Safety Management Code (ISM), the certificate mentioned and the declaration of compliance mentioned in subsection 1 may be issued only to the person to whom the document of compliance under the International Safety Management Code (ISM) has been issued. In special circumstances, the Faroese Maritime Authority may grant exemptions from item 1.

Subsection 3. The certificate and the document of compliance concerning seafarers' conditions of employment shall be kept on board and be presented to the authorities upon request.

Subsection 4. Subsections 1 – 3 shall not apply to fishing vessels.

Section 73.¹⁾²⁾ Section 13, section 21 subsection 1, section 26, section 29 subsections 2 and 3, section 35, section 37, section 39, section 40, section 41, section 42, section 43, section 48, section 53 subsection 1 item 2 and section 71a, c and d shall not apply to fishing vessels.

Section 74. The Faroese Government may lay down rules dispensing with the provisions of this act in respect of ships which are not liable to registration and of ships for fishing or any other specific purpose.

Section 74a.⁴⁾ According to section 4 subsection 2 the Faroese Maritime Authority, the shipowner or the seafarer concerned may within 4 weeks from receipt of the outcome, submit the outcome of the health examination to the Faroese Health Shipping Tribunal (*Heilsunevndin fyri sjófólk*) which takes the final administrative ruling in the matter.

Subsection 2. The Minister appoints the Faroese Health Shipping Tribunal consisting of one chairman, 3 members and 3 substitutes. The chairman must be a lawyer, 1 member and 1 substitute medical practitioners, 1 member and 1 substitute must be experienced in sailing with merchant vessels, and 1 member and 1 substitute must be experienced in sailing with fishing vessels.

Section 75. This act shall come into force on such date as the Faroese Government may appoint. At the same time act No. 57 of 3 November 1967 on seamen and act No. 5 of 28 February 1956 on hours of rest on Faroese fishing vessels are made void.

Notes

- 1) Amended by Parliamentary Act No. 71 of 30 May 2011 in which section 2 subsection 1 states as follows: The Minister lays down in executive order on which date this Parliamentary Act enters into force, under this that the provisions in this Parliamentary Act shall enter into force on different dates.
- 2) Amended by Parliamentary Act No. 133 of 20 December 2016 in which section 2 states as follows: This Parliamentary Act shall enter into force 18 January 2017.
- 3) Amended by Parliamentary Act No. 117 of 21 May 1993 in which section 2 states as follows: The Faroese Government shall determine the date of the entry into force of this Parliamentary Act.
- 4) Amended by Parliamentary Act No. 124 of 22 December 2010 in which section 2 states as follows: This Parliamentary Act shall enter into force 1 January 2011 and applies for medical examinations undertaken after the Parliamentary Act enters into force.
- 5) Amended by Parliamentary Act No. 165 of 21 December 2001
- 6) Amended by Parliamentary Act No. 62 of 3 July 1998 in which section 2 in this Parliamentary Act states as follows: This Parliamentary Act shall enter into force on the day following its day of promulgation. Simultaneously the Danish text in the Parliamentary Act is repealed.
- 7) Amended by Parliamentary Act No.32 of 28 April 2009.