

Translation: Only the Danish document has legal validity.

*Executive Order no. 335 of 09/04/2024
issued by the Danish Maritime Authority*

Proclamation of the Act on Seafarers' Employment Conditions, etc.¹⁾

The Act on Seafarers' Employment Conditions etc. is hereby promulgated, cf. Consolidated Act No. 1662 of 17 December 2018, with the amendments resulting from section 3(4) of Act No. 251 of 30 March 2011 and section 20 of Act No. 501 of 16 May 2023.

The amendment resulting from section 2 of Act No. 1231 of 27 December 2003 is not incorporated in this Consolidated Act, as the date of entry into force of the amendment is determined by the Minister for Industry, Business and Financial Affairs, cf. section 3(2) of Act No. 1231 of 27 December 2003.²⁾

Chapter 1

Introduction

Section 1. The term seafarer in this Act includes any person other than the master who is employed, engaged or working on board a Danish ship and who does not exclusively work on board while the ship is in port. Section 49 shall apply to the master.

Subsection 2. In the event of doubt as to whether a category of persons is to be regarded as seafarers under the Act, the question shall be decided by the Danish Maritime Authority after consultation with the shipowners' and seafarers' organisations concerned. The Danish Maritime Authority's decision can be appealed to the courts.

Subsection 3. Fixed-term service contracts are contracts where the end of the employment relationship is determined by objective criteria such as a specific date, the completion of a specific task, including a specific journey, or the occurrence of a specific event.

Section 1a. The shipowner must ensure that the rules in this Act and rules issued pursuant to the Act, including rules on the employment relationship, are observed. The shipowner must also ensure that the seafarer's rights under the employment contract are fulfilled. The shipowner shall also ensure that the master has the opportunity to fulfil the obligations incumbent on him. The obligations under paragraphs 1-3 are the responsibility of the shipowner, regardless of whether other organisations, companies or persons carry out some of the tasks or duties on behalf of the shipowner.

Subsection 2. Paragraph 1 applies even if someone other than the shipowner is the employer. In these cases, the obligations under the employment contract, cf. section 3, and the provisions of the law governing the employment relationship are also incumbent on the employer.

Subsection 3. If the shipowner has transferred all or part of their duties and responsibilities under this Act or the employment contract to another person or organisation, subsection 1 shall also apply to that person or organisation in respect of the duties and responsibilities transferred.

Subsection 4. The Minister for Industry, Business and Financial Affairs may lay down detailed rules on the obligations under subsections 1-3.

Section 2. (Repealed)

Chapter 2

Service agreement, etc.

1. Entering into a service agreement, terms and termination

Section 3. The Minister for Industry, Business and Financial Affairs may lay down detailed rules on the shipowner's or employer's obligation to draw up a written agreement with the employee, including the drawing up a recruitment and employment contract and on the shipowner's or employer's obligation to inform the employee of the terms of the labour agreement and working conditions. The form and content of the recruitment and employment contracts shall be determined after obtaining the opinion of the Shipping Supervisory Board.

Subsection 2. The master may employ the necessary crew on behalf of the shipowner. Before engaging engineers, the master shall, wherever possible, obtain proposals from the chief engineer. He should also consult with the chief officer on the employment of deck crew and with the chief steward on the employment of their assistant.

Subsection 3. Before signing an employment agreement, the seafarer shall be given the opportunity to review it and seek advice regarding its terms.

Subsection 4. The renewal of several consecutive fixed-term employment contracts can only take place if the conditions in section 5(1) of the Fixed-term Employment Act are met.

Section 3a. The trial period in an employment relationship may not exceed 6 months, cf. subsection 3. In fixed-term employment relationships, the trial period cannot exceed a quarter of the employment period. The notice periods in sections 5, 37 and 47 are not affected by this.

Subsection 2. No additional trial period can be agreed in connection with the extension or renewal of a fixed-term employment relationship.

Subsection 3. Provisions on determining the length of the trial period for public servants and persons comparable to public servants are not affected.

Section 3b. If the employment relationship is entered into on a call-in basis or similar, and the employment relationship lasts more than 3 months, the shipowner or employer must prove that no employment agreement has been entered into with a minimum number of paid hours corresponding to the work performed by the employee in the past month. If there have been periods of absence in the past month, it is extended by a corresponding period without absence.

Section 3c. If, according to EU law, Danish law or collective agreements, a shipowner or employer must offer an employee training in order to perform the work in question, the training must be offered at no cost to the employee, count as working time and, as far as possible, take place during the employee's usual working hours.

Section 3d. An employee whose rights under sections 3a-3c have been violated may be awarded compensation.

Subsection 2. If the employee can prove facts from which it may be presumed that the employee has been subject to discharge or a measure having equivalent effect because they have complained to the shipowner, master or employer about a failure to comply with the duty to safeguard rights under sections 3a-3c, the shipowner, master or employer shall have the burden of proving that the discharge or measure with equivalent effect is not due to a complaint of failure to comply with the duty to safeguard rights under sections 3a-3c.

Section 3 e Sections 3a-3c shall not apply to employees covered by collective agreements entered into by the most representative labour market parties and covering the Danish area within shipping or fisheries, whereby the overall protection of the employees concerned is ensured, cf. Article 14 of Directive of the European Parliament and of the Council on transparent and predictable working conditions in the European Union.

Section 4. No one under the age of 16 may be employed to work on board.

Subsection 2. No person shall be permitted to embark or serve on board until they have satisfactorily undergone the medical examination required for such service. The employer bears the cost of the medical examination. Similarly, the employer pays the cost of medical examinations for students who have entered

into a training agreement with an approved shipping company, while the state pays the cost of medical examinations for other students on approved maritime education programmes where it is an admission requirement that the student has an approved medical examination.

Subsection 3. The Minister for Industry, Business and Financial Affairs shall lay down rules on medical examinations, including payment for the examination.

Subsection 4. For the protection of seafarers under the age of 20, the Minister for Industry, Business and Financial Affairs may derogate from the provisions of sections 5, 6, 7, 11, 19, 20, 27, 57 and 58.

Section 5. Either party may terminate the service agreement at 7 days' notice unless otherwise provided in the agreement, cf. section 19a of this Act and section 9 of the Act on equal treatment of men and women with regard to employment and parental leave, etc. A shorter notice period cannot be agreed for the shipowner than for the seafarer.

Section 6. Unless otherwise agreed on the port of discharge, the service agreement can only be terminated in the Danish port where the ship calls. However, unless otherwise agreed, notice of termination can only be given for discharge in ports in the Faroe Islands or Greenland if the seafarer is resident in the Faroe Islands or Greenland, respectively.

Subsection 2. If the seafarer is not resident in Denmark or is not employed in Denmark, the service contract may also be terminated in a foreign port which the ship calls at, unless the port is only called at briefly for bunkering or disembarkation of sick or injured persons or otherwise for the safety of the persons on board, the ship or the cargo.

Subsection 3. If a fixed-term service agreement expires while the ship is at sea, the seafarer's employment continues until the ship arrives in port. However, the employment relationship shall not terminate in a foreign port where a short stay is made, cf. subsection 2.

Subsection 4. If a seafarer with a fixed-term service agreement remains in service after the agreement has expired and without a new agreement at the port of discharge being entered into, subsections 1 and 2 shall apply.

Subsection 5. If the seafarer is discharged after the shipowner's notice or at the expiry of a fixed-term service agreement in a port which the ship calls outside the seafarer's home country, the seafarer shall be entitled to travel with subsistence to his place of residence at the shipowner's expense.

Section 7. A seafarer who has served on the same ship or on ships belonging to the same owner for 6 months or on a ship registered in the Danish International Ship Register for 12 months and who has terminated the employment with 1 month's notice or, if shorter notice has been agreed, then with this notice, may discharge at any port the ship calls at regardless of any agreement to the contrary. However, discharge cannot take place in a foreign port where a short stay is made, cf. section 6(2).

Subsection 2. The seafarer may agree in writing that new deadlines of up to 6 months at a time may begin to run. However, consent cannot be given earlier than 1 month before a deadline. However, seafarers may not serve continuously on the same ship or on ships belonging to the same company for more than 12 months.

Section 8. A seafarer who is resident in Denmark and who has not been allowed to discharge in a Danish port for the last 3 months is entitled to free travel to their place of residence if they have been in service on the same ship or on ships belonging to the same owner without interruption for 6 months. The state and the shipowner each pay half of the cost of the voyage with subsistence. The right to free repatriation is not affected by the fact that the seafarer has been allowed to be discharged from a Faroese or Greenlandic port during the last 3 months, unless they are resident in the Faroe Islands or Greenland.

Subsection 2. However, the seafarer must continue the service for up to 1 month if it can be expected that within that time the ship will arrive at a port from which the return journey can be arranged significantly cheaper or easier.

Subsection 3. If the seafarer is discharged following their own resignation or request to be discharged, a claim for free repatriation must be submitted at the same time as the notice or request to be discharged.

Subsection 4. The return journey is organised by the consul or, if there is no Danish consul on site, by the

master of the ship. If the consul organises the return voyage, the master shall, on request, provide security for the shipowner's share of the expenses.

1a. Recruitment and placement for seafarers

Section 8a. Private recruitment and placement services for seafarers whose primary purpose is to recruit or place seafarers or who recruit or place a significant number of seafarers may only operate within Denmark if they are certified by the Danish Maritime Authority.

Subsection 2. A shipowner using a Danish private recruitment and placement agency of seafarers must ensure that the agency in question has a valid certificate in accordance with subsection 1.

Section 8b. For recruitment and placement of seafarers in Denmark, it applies

- 1) that the certification is granted for a limited period of time and can be revoked in the event of violation of the terms of the certification or of rules laid down pursuant to this Act,
- 2) the seafarer shall have the right to freely choose their ship in any recruitment negotiations, just as a shipowner or master shall have the right to freely choose their crew; and
- 3) the recruitment and employment contract must state that it is ensured that all interested parties are protected and that the seafarer is given sufficient opportunity to familiarise themselves with the agreement.

Subsection 2. The Danish Maritime Authority may lay down detailed rules for the recruitment and placement of seafarers in Denmark.

Section 8c. Shipping companies using private recruitment and placement services for seafarers in countries that have ratified the MLC or ILO Convention No. 179 on the recruitment and placement of seafarers (1996) must ensure that these services have a certificate or licence that documents that they operate in accordance with the requirements of that Convention. If the country concerned does not issue such certificates or licences for private recruitment and placement services, the shipowner must obtain some other form of official confirmation that the services concerned are operated in accordance with the requirements of one of the said Conventions.

Subsection 2. Shipowners using private recruitment and placement services for seafarers in countries that have not ratified the ILO Maritime Labour Convention or the ILO Maritime Labour Convention No. 179 (1996) must be able to demonstrate that the services in question comply with the requirements for recruitment and placement services set out in these conventions.

Subsection 3. The Danish Maritime Authority may authorise a shipowner to use a private recruitment and placement service for seafarers in a country that has not ratified the ILO Seafarers' Employment Convention or ILO Convention No. 179 on the recruitment and placement of seafarers (1996) and charge a fee to cover the costs associated with the authorisation. The authorisation is granted for a limited period of time and can be revoked.

Subsection 4. The Danish Maritime Authority may prohibit the use of recruitment and placement services in specified countries if the recruitment and placement services in the countries in question do not fulfil the requirements of the ILO Convention concerning seafarers' working conditions or ILO Convention No. 179 concerning the recruitment and placement of seafarers (1996) in significant respects.

Section 8d. Complaints about Danish private recruitment and placement services or private recruitment and placement services authorised under section 8c (3) may be submitted to the Danish Maritime Authority.

Section 8 e. Subject to the rules issued pursuant to section 8, any shipowner is free to provide crew for their ship through the ship's officers or office staff in the company's permanent service, but the seafarer cannot be required to pay remuneration for the service.

Section 8f. The Danish Maritime Authority can arrange work placements for students in maritime education programmes.

2. The seafarer's right to demand to be discharged and financial protection for surviving seafarers

Section 9. A pregnant seafarer has the right to demand to be discharged when it is deemed necessary in the interests of herself, the impending birth or the child. The Minister for Industry, Business and Financial Affairs may lay down rules on the right to be discharged and the right to free travel with subsistence to the person's residence in Denmark at the state's expense.

Section 10. A seafarer may demand to be discharged if they are informed after recruitment that they may be offered a position on another ship of a higher rank than the one they hold, or another position of significant importance to them, or of other circumstances which make it in their interest to be able to be discharged. If the ship is unfit for service, the seafarer may, however, only demand to be discharged in accordance with the first sentence if a qualified crew member can be found in their place.

Subsection 2. The seafarer shall reimburse the shipowner for the cost of providing a new man in accordance with subsection 1. The compensation may be reduced or cancelled taking into account the seafarer's remaining period of service and other circumstances.

Subsection 3. The seafarer may demand to be discharged when there is an employment situation that can be attributed to the rule in section 1(1) of the Act on the Employees' Guarantee Fund, or when the shipowner has materially breached the seafarer's employment contract and the seafarer is not entitled to demand to be discharged under other provisions of the Act. The shipowner then pays the seafarer's travel and subsistence expenses to the home port.

Section 10a. In order to increase the protection of persons who, as a result of the shipowner's material breach of their employment contract, are left behind on a Danish ship or on a foreign ship in a Danish port, the Danish Maritime Authority may grant subsidies to cover expenses for

- 1) subsistence on board, including catering, provision of heating, electricity, communication, hygiene and necessary medical treatment, etc., until the return journey takes place, and
- 2) repatriation with subsistence to the extent that this does not follow from other provisions of the law.

Subsection 2. If a seafarer is taken hostage in connection with piracy, the Danish Maritime Authority may, for as long as the seafarer is held hostage, subsidise the reasonable subsistence of the seafarer's spouse and children under the age of 18 years for whom the seafarer has a duty of support, if they do not have or receive means for their support.

Subsection 3. The grants referred to in subsections 1 and 2 shall be allocated to a special pool, the size of which shall be determined in the annual Finance Bills.

Section 11. The seafarer has the right to demand to be discharged if:

- 1) the ship is unseaworthy or the crew accommodation is hazardous to health, and the master does not ensure that the deficiencies are rectified,
- 2) the master fails to have the ship inspected in contravention of section 56, or
- 3) the seafarer has been subjected to ill-treatment on board the ship without the master, despite being aware of it, having afforded them protection.

Subsection 2. A seafarer who is discharged in accordance with subsection 1 is entitled to compensation and free travel with subsistence in accordance with section 18(1) and (2).

Section 12. The seafarer has the right to demand to be discharged if, after recruitment, it is found that there is a malignant epidemic in a port the ship is to call at.

Subsection 2. It is the master's responsibility to inform the crew of the ship's voyage plan and any changes thereto by posting notices or otherwise.

Subsection 3. A demand to be discharged shall be made as soon as possible after the seafarer has become aware of the issue. If the voyage has not commenced, the seafarer has the right to be discharged immediately and otherwise at the first port or port of call of the ship. If the ship is not due to call at any port or station before it is likely to pass through areas where the conditions referred to in subsection 1 exist, the master shall, at the seafarer's request, allow the seafarer to be discharged if the opportunity arises to disembark.

Subsection 4. If the seafarer is discharged, the shipowner shall pay the cost of the seafarer's travel and subsistence to the place of origin or, at the shipowner's discretion, to the place of hire, and the state shall reimburse the shipowner 25% of the cost.

Subsection 5. Subsection 4 does not apply if the seafarer can find an equivalent position on another Danish ship at the place of discharge.

Section 13. If a seafarer is recruited for a specific voyage and the voyage is significantly changed, they may demand to be discharged. Section 12(3), first and second sentences, shall apply correspondingly.

Subsection 2. If the seafarer is discharged, they shall be entitled to wages for one month after the end of the employment. They are also entitled to free travel and subsistence to the place of hire if they are discharged before the journey has begun, and otherwise to the agreed place of discharge.

Section 14. If the ship loses the right to fly the Danish flag, the seafarer can demand to be discharged, unless otherwise provided in the agreement.

Subsection 2. The same applies if the ship is taken over by another Danish shipowner and the seafarer, upon enquiry by the master, immediately informs that they do not wish to continue their employment with the new shipowner.

Subsection 3. If the seafarer's employment is terminated in accordance with subsection 1, they are entitled to compensation and free travel with subsistence in accordance with section 18(1) and (2).

Section 15. A seafarer who is entitled to be discharged under the agreement or under the provisions of this chapter shall remain in the service to assist in work which must necessarily be performed when the ship enters port, but not beyond 48 hours after arrival. However, this does not apply to leave under section 18e (1).

Subsection 2. If a protest is to be made at sea, they shall remain there for wages and subsistence until the protest has been made.

3. The master's right to discharge a seafarer

Section 16. The master may discharge a seafarer who, due to sickness or physical injury, is unfit to perform their work for a longer period of time, cf. section 9 of the Act on equal treatment of men and women with regard to employment and parental leave, etc., or suffers from an illness that poses a danger to those on board. sections 29 and 30 on the right to wages, etc., apply.

Section 17. The master can discharge a seafarer if they:

- 1) are unfit for duty,
- 2) do not come on board in due time and the ship must depart, or another person must be accepted in their place,
- 3) guilty of gross misconduct on duty, such as repeated disobedience, violent behaviour towards other passengers or intoxication,
- 4) are guilty of theft or another serious offence,
- 5) expose the ship to serious difficulties by hiding someone on board,
- 6) conceal goods on board which are dutiable or which it is prohibited to export from the place of departure or to import to the place of destination; or
- 7) bring a dispute concerning the employment relationship before a foreign court in violation of section 64.

Subsection 2. If the master intends to discharge a seafarer under subsection (1)(3)-(7), they shall notify the seafarer as soon as possible and at the latest within 7 days after they have learnt of the circumstances justifying the discharge, unless special reasons make it necessary to exceed this deadline.

Subsection 3. If a seafarer is discharged in accordance with subsection 1, they shall not be entitled to wages for a longer period than they have served. However, if upon discharge pursuant to subsection 1(2), it is found that the seafarer is not at fault and is unable to work due to illness or physical injury, they are entitled to wages pursuant to section 29(2).

Section 18. If a seafarer is discharged without cause as mentioned in sections 16 or 17, they shall be entitled to wages for 2 months after the termination of the employment, unless the general rules on compensation entitle them to a higher amount.

Subsection 2. The seafarer is also entitled to free travel with subsistence to their place of residence or other agreed place of discharge at the shipowner's expense.

Subsection 3. If a seafarer is discharged after notice of termination at an agreed place of discharge determined pursuant to section 6 at the master's discretion before the expiry of the notice period with wages and subsistence until the expiry of the period, subsections 1 and 2 shall not apply.

3a. The seafarer's right to be discharged in the event of danger of war, etc., and the shipowner's duty to take care of seafarers in the event of danger of piracy

Section 18a. The seafarer has the right to be discharged from the service on board immediately and otherwise at the first port or place of call if the ship, before leaving port, is ordered to proceed to an area where

- 1) there is a danger that the ship will be intercepted by belligerents, exposed to war damage or a similarly dangerous situation, or
- 2) such danger has significantly increased.

Subsection 2. If, after departure from port, the ship is ordered to sail to an area mentioned in subsection 1(1), the seafarer always has the right to be discharged from service on board.

Subsection 3. If, after the ship's departure from the last port, a situation as mentioned in subsection 1(2) arises, the seafarer has the right to be discharged from service on board if a connection with land is established for another reason.

Subsection 4. It is the master's responsibility to inform the crew of the ship's voyage plan and any changes thereto by posting notices or otherwise.

Subsection 5. A request to be discharged from service on board shall be made as soon as possible after the seafarer has become aware of the situation.

Section 18b. If the seafarer is discharged in accordance with the provisions of section 18a, either party may, irrespective of what is stipulated in section 6 on the port of discharge, terminate the employment with the agreed notice period or the notice period mentioned in sections 5 or 37.

Subsection 2. If the employment is terminated pursuant to subsection 1, the shipowner shall pay 75% and the state 25% of the costs of travel and subsistence to the place of origin or, at the shipowner's discretion, to the place of hire. The shipowner pays the state's share, which is reimbursed by the Danish Maritime Authority.

Subsection 3. Subsection 2 shall not apply if the seafarer can find an equivalent position on another Danish ship at the place of discharge.

Subsection 4. During the stay at the place of discharge, the shipowner shall pay the seafarer's subsistence expenses.

Subsection 5. As long as the employment relationship continues, section 35 shall apply correspondingly to ship employees.

Section 18c. If a ship enters waters or ports where there is a danger of piracy, the shipowner has a duty of care to the seafarers. The shipowner shall, in accordance with good shipping practice, take measures to prepare the ship and crew for possible attacks, prevent attacks and deal with cases where the ship is attacked, including if crew members are taken hostage.

3b. Seafarers' exemption from service, etc., in connection with pregnancy and maternity leave

Section 18d. The Minister for Industry, Business and Financial Affairs shall lay down detailed rules on seafarers' exemption from service on board due to pregnancy and maternity.

Subsection 2. A seafarer who is discharged due to pregnancy or who requests to be discharged under section 9 is entitled to pregnancy/maternity pay. This only applies as long as she does not have another job and for a maximum of 2 months from the date of discharge.

Subsection 3. However, if the seafarer's service agreement is fixed-term, the shipowner's obligation to pay wages pursuant to subsection 2 cannot be extended beyond the time when the employment relationship under the agreement ends.

3c. Seafarers' right to leave for compelling family reasons

Section 18 e. A seafarer is entitled to leave without pay when compelling family reasons arise in the event of illness or accident that makes the seafarer's immediate presence at home urgently necessary (force majeure).

Subsection 2. During the leave, the seafarer may, irrespective of what is stipulated in section 6 on the port of discharge, terminate the employment with the agreed notice period or the notice period mentioned in sections 5 or 37.

4. Termination of employment due to loss of the ship

Section 19. If the ship is lost in a maritime accident or is deemed unrepairable after a maritime accident, the seafarer's employment is terminated unless otherwise provided in the agreement. However, for wages and subsistence, they shall participate in the salvage and remain there until a protest is made at sea.

Subsection 2. If the employment is terminated as mentioned, the seafarer is entitled to necessary clothing and free travel and subsistence to their place of residence at the shipowner's expense.

Subsection 3. During the return journey referred to in subsection 2, the seafarer shall be entitled to wages. They are also entitled to wages for the time they are unemployed as a result of the shipwreck, but for a maximum of 2 months in addition to the time for which they receive wages pursuant to subsection 1.

Section 19a. Seafarers held hostage in connection with piracy cannot have their employment terminated. The employment relationship does not end even if the ship is lost in connection with piracy or the shipowner can no longer dispose of it.

Subsection 2. Upon release, the hostages are entitled to free travel with subsistence to their own residence at the shipowner's expense.

5. Certain common rules when being discharged

Section 20. If the authorities of a foreign port where a seafarer is to be discharged refuse them entry into the country or make their entry subject to a security which they cannot furnish, they shall remain in service until the ship reaches a port where the discharge can take place. They also have the right to remain in service, even if it may not seem reasonable.

6. Calculation and payment of wages

Section 21. Wages start from the day the seafarer takes up service on board. If, at the shipowner's request, they hand over the seaman's logbook or passport beforehand or have to travel from the place of hire in order to get to the ship, wages shall, however, start from the day when submission of the logbook takes place or the journey commences.

Subsection 2. Wages are paid up to and including the day the service ends or, if the discharge takes place after that day, up to and including the day of discharge.

Subsection 3. Wages shall not be paid for time during which the seafarer is unjustifiably absent from duty.

Section 22. When calculating wages for part of a month, it is calculated per day at 1/30 of the monthly wage.

Subsection 2. If the wages have been agreed at a specific amount for the journey, the indication of the total duration of the journey included in the service agreement shall be used in cases where the wages are to be calculated according to time.

Subsection 3. Even if the voyage is shorter than anticipated at the time of recruitment, the seafarer is entitled to the full agreed wages. If the journey takes longer than expected, they are entitled to a proportional allowance, unless otherwise agreed.

Section 23. If a voyage is carried out wholly or partly with less crew than assumed at the time of recruitment, or if the able-bodied crew is reduced during the voyage, the saved wages for the time the ship is at sea shall be divided equally between the seafarers of the reduced crew group, unless it is proved that the reduction has not resulted in increased work for the group.

Subsection 2. The increased overtime costs due to the reduction in the number of employees are deducted from the saved wages.

Subsection 3. A seafarer's right to share in saved wages cannot exceed the wages they themselves receive.

Subsection 4. If there is only one chief officer left, the saved chief officer's salary is divided equally between him and the master.

Section 24. Wages must be paid at intervals of no more than 1 month.

Subsection 2. A seafarer can only claim wages when the ship is in port and in the same country no more often than every seven days.

Subsection 3. Wages are paid in cash, unless the seafarer requests instructions to the shipowner. Payout can be requested in local currency at the day's exchange rate.

Subsection 4. According to the Act, a seafarer can demand payment of wages in the form of monthly instalments to a specific person. However, payment cannot be claimed after more than three simultaneous withdrawal slips.

Subsection 5. A seafarer can have all or part of their wages to be transferred to one or more financial institution.

Section 25. Without the consent of the seafarer, the Act provides that, in addition to such amounts as the shipowner is required by special statutory provision to retain, deductions may only be made from wages for amounts to cover liability for damages incurred by a seafarer in the course of their service. Deductions shall be made from wages paid to the seafarer rather than from wages paid by deduction, unless the seafarer decides otherwise.

Subsection 2. Shipowners may not require seafarers to pay an advance to cover the cost of their return journey at the time of signing the employment contract or when they take up their duties.

Subsection 3. The shipowner may only make deductions from the seafarer's wages, etc., for repatriation expenses after discharge under section 17, if the shipowner has established that the seafarer has materially breached their obligations under the employment conditions.

Section 26. The seafarer shall be provided with a monthly statement of wages earned with allowances, wages paid and the exchange rate used if payment has been made in a currency other than the agreed currency.

7. Care and sick pay, etc.

Section 27. A seafarer shall be examined by a medical practitioner when required by the master.

Subsection 2. The master shall, as far as possible, have the seafarer examined by a doctor if there is reason to believe that the seafarer is ill.

Subsection 3. Medical examinations pursuant to subsections 1 and 2 shall be carried out at no cost to the seafarer.

Subsection 4. If a seafarer is ill or injured, the master shall ensure that he receives proper care on board or ashore, including subsistence, medical care and medication.

Subsection 5. If there is reason to believe that a seafarer is suffering from an illness which is dangerous to those on board, the master shall allow them to be taken ashore if adequate measures against the danger cannot be taken on board.

Subsection 6. If a sick or injured seafarer is unable to take care of their belongings, the master shall look after them and send them to the seafarer or the seafarer's next of kin.

Subsection 7. If a sick or injured seafarer is left behind abroad, the master shall hand them over to the care of the consul or, if there is no Danish consul at the site, otherwise obtain proper care for them and inform the nearest Danish consul. If the seafarer so wishes, the master shall inform their next of kin.

Section 28. When the master abroad leaves a sick or injured seafarer in the care of the Danish Consul, the Consul may demand security for the expenses payable by the shipowner under sections 30 and 34 in connection with the care and burial of the seafarer.

Subsection 2. The master shall hand over to the consul any amount to which the seafarer is entitled or to

which they may be entitled under section 29.

Subsection 3. The seafarer may claim payment of the wages to which they are entitled, unless the amounts are likely to be used to cover expenses for the seafarer's account or they are in a condition which renders them unfit to manage their affairs.

Section 29. During service, the seafarer is entitled to wages even if they are incapacitated due to illness or injury.

Subsection 2. For a seafarer who is ill or injured at the end of the ship's service, the following applies:

- 1) The sick pay shall continue as long as the seafarer is incapacitated for work, but for a maximum of 16 weeks, regardless of whether the seafarer's employment is terminated before 16 weeks have elapsed from the end of the seagoing service.
- 2) If the employment relationship ends after more than 16 weeks have elapsed from the end of the ship's service, the sick pay shall continue until the end of the employment relationship.
- 3) If the employed seafarer became incapacitated at a time when they were not in service on one of the company's ships, the 16 weeks are calculated from the time when the incapacity occurred.

Subsection 3. However, if certain signs of illness or injury have not been demonstrated, the seafarer shall not be entitled to wages for more days than the seafarer has been in service. If the incapacity to work is due to venereal disease, the wages are paid by the state.

Subsection 4. The seafarer shall not be entitled to wages under subsections 1 or 2 for the time they are unfit for work as a result of illness or injury which they have fraudulently concealed at the time of their recruitment. The same applies if, after employment, they intentionally or through gross negligence sustain a bodily injury or illness, with the exception of venereal disease.

Section 30. During the service, the shipowner shall bear all expenses for the care of a seafarer, with the exceptions set out in subsections 4-6.

Subsection 2. If the seafarer is ill or injured at the end of their service, they shall, with the exceptions set out in subsections 4 to 6, be entitled to care at the shipowner's expense for up to 16 weeks, but not more than 2 weeks after their arrival in their country of residence. The time shall be counted from the day of discharge or, if they are not discharged, from the day the ship sails.

Subsection 3. If a seafarer is discharged due to illness or injury, or suffers from such illness or injury at the time of discharge, which may lead to termination of their service, they shall also be entitled to free travel and subsistence at the shipowner's expense to their home port. If the seafarer is not resident in Denmark, the shipowner may, however, choose instead to grant the seafarer free travel with subsistence to the place where the seafarer was staying when they were recruited, unless the authorities at that place refuse them entry to the country or make their entry subject to a security which they cannot provide.

Subsection 4. The seafarer shall not be entitled to care or free travel in accordance with subsections 1-3 if they have fraudulently concealed the illness or injury at the time of their employment. The same applies if, after employment, they intentionally or through gross negligence suffer an injury or illness, with the exception of venereal disease.

Subsection 5. If a seafarer resident in Denmark suffers from venereal disease or tuberculosis, the state shall pay the costs of the care and repatriation referred to in subsections 2 and 3, cf. subsection 4.

Subsection 6. The shipowner or the state shall be exempt from paying the costs under subsections 2 and 3, cf. subsection 4, to the extent that the seafarer is insured in a foreign sickness fund, sickness association, private insurance company or social security scheme.

Section 31. If, in connection with the discharge of a sick or injured seafarer abroad, the master has had to pay expenses for repatriation or care or for other assistance in accordance with the regulations of social welfare law which are not the responsibility of the shipowner under Danish law and which could not have been avoided through the assistance of the Danish consul, compensation may be claimed from the State.

8. Death and burial

Section 32. In the event of the death of a seafarer, the master shall notify their next of kin and arrange for

his burial or cremation. If the death occurs abroad, the nearest Danish consul must also be notified. If cremation takes place, the master must arrange for the ashes to be repatriated.

Subsection 2. The master shall, as soon as possible, make an inventory of what the deceased has left on board. The accuracy of the inventory must be confirmed by 2 people. The master must send the inventory and the surviving possessions to the closest relative of the deceased.

Section 33. If a seafarer dies, wages are paid up to and including the day of death if they have not stopped earlier according to the provisions of this chapter.

Subsection 2. If the ship is lost and it cannot be ascertained when the accident occurred, wages shall continue to be paid until the expiry of the time generally required for a ship such as the one involved in the accident to travel at the same time of year from the place from which the ship was last known to the place of destination.

Subsection 3. If a seafarer dies during service, the surviving spouse or dependent children under 18 years of age are entitled to 1 month's wages. However, if the seafarer has been continuously employed in the shipowner's service for 2 or 3 years at the time of death, the salary is paid for 2 or 3 months, respectively. The same applies if the seafarer dies while entitled to wages under section 29(2). In such a case, the shipowner may, however, deduct the wages which they have paid or shall pay in accordance with the said provision.

Section 34. The shipowner shall pay the costs of a seafarer's funeral or cremation and the repatriation and burial of the ashes if the seafarer dies during service or while still entitled to care under section 30(2).

Subsection 2. The state shall pay the expenses mentioned in subsection 1 if the seafarer dies while entitled to care under section 30(5).

Subsection. 3 Sections 30(6) and 31 concerning the shipowner's or the state's exemption from paying certain expenses for the care of a sick or injured seafarer shall apply correspondingly to expenses in connection with the death of a seafarer.

9. Special rules on shipping employment

Section 35. If it has been agreed that the seafarer's employment is linked to the shipping company so that the seafarer's employment with the shipowner shall continue even if the service on the individual ship ceases, section 18e on leave without pay and the provisions on pay in section 18d(2) and (3), section 29 and section 33(3), shall apply even if the seafarer is not serving on one of the company's ships at the time when the leave of absence or leave without pay begins or incapacity for work or death occurs. Sections 30 and 34 shall apply *mutatis mutandis*, provided that the illness, injury or death occurs during a stay outside the seafarer's home country ordered by the shipowner.

Subsection 2. However, the right to care only covers care outside the home country for up to 16 weeks after the illness or injury has occurred. Section 29 does not apply in cases where the illness occurs during pregnancy and/or maternity leave.

10. Special provisions for ship officers' service agreements

Section 36. The above provisions apply to ship officers' service agreements with the changes and additions set out in sections 37-45.

Subsection 2. Ship officers are defined as chief officers, engineers, radiotelegraphers and chief mates. Subsection 1 and sections 37-45 shall also apply to other salaried employees employed by the shipowner for the service of the ship who hold similar executive positions.

Section 37. Either party may terminate the service agreement at 3 months' notice, unless otherwise provided in the agreement, cf. section 19a of this Act and section 9 of the Act on equal treatment of men and women with regard to employment and parental leave, etc. Fixed-term service agreements may be terminated by the parties with 1 month's notice during the first 6 months after the commencement of the employment relationship, unless otherwise stated in the agreement. However, fixed-term service agreements of a purely temporary nature may be terminated during the first month with 7 days' notice, unless otherwise stated in the agreement.

Subsection 2. No shorter notice period can be agreed for the shipowner than 1 month in the first year of employment and 3 months in the following years. However, this does not apply if the shipowner proves that the service agreement is of a purely temporary nature and does not last longer than 1 month.

Section 38. If a ship's officer becomes unable to perform their duties for a prolonged period due to illness or physical injury, or if they suffer from an illness that endangers those on board, they may be discharged, regardless of what is stipulated in the service agreement regarding the place of discharge.

Section 39. The ship's officer's right to be discharged under section 7 is subject to the condition that they have given 3 months' notice or, if a shorter notice has been agreed, this notice.

Section 40. If the employment was terminated when the ship's officer became incapacitated or if it is terminated thereafter, section 29(2) and (3), cf. section 35, on entitlement to sick pay shall apply correspondingly, but see section 44.

Section 41. Section 35, cf. section 40, on entitlement to sick pay, etc., applies notwithstanding that a ship's officer's employment is not linked to a shipping company, so that their employment with the shipowner must continue even if the service on the individual ship ceases.

Section 42. If a ship's officer who has been continuously employed by the same shipping company for 12 or 17 years is discharged, the shipowner must pay an amount corresponding to 1 or 3 months' salary upon the officer's discharge.

Subsection 2. Subsection 1 also applies if the ship's officer is discharged without cause.

Section 43. If the discharge of a ship's officer who has been continuously employed by the shipping company concerned for at least 1 year before the discharge cannot be considered reasonably justified by the circumstances of the officer or the shipping company, the shipowner shall pay compensation. This is determined taking into account the officer's length of service and the other circumstances of the case, but may not exceed 3 months' salary.

Subsection 2. If a ship's officer has been continuously employed by the shipping company in question for at least 10 years at the time of termination, the compensation referred to in subsection 1 may amount to up to 4 months' salary. After 15 years of uninterrupted employment with the shipping company, the compensation can be up to 6 months' salary.

Subsection 3. Subsections 1 and 2 also apply if the ship's officer is discharged without cause.

Section 44. If a ship's officer becomes unable to perform their duties due to illness or injury, this shall be regarded as a lawful discharge unless they fraudulently concealed the illness or injury at the time of their recruitment or, after their recruitment, intentionally or through gross negligence contracted the illness or injury.

Section 45. If a ship's officer is discharged without cause as mentioned in section 17, the ship's officer is entitled to salary for 3 months after the termination of the employment unless the general rules on compensation entitle them to a higher amount. Section 18 on the right to free travel and discharge before the expiry of the notice period shall otherwise apply.

11. The master's service agreement

Section 46. The shipowner shall ensure that a written agreement is made with the master on the terms of employment. The provision in section 3(1) shall apply accordingly.

Section 47. The shipowner may discharge the master at any time, see section 19a of this Act and section 9 of the Act on equal treatment of men and women with regard to employment and parental leave, etc.

Subsection 2. If the master is discharged because of incompetence, dishonesty or gross or repeated misconduct or negligence in their service, they shall not be entitled to wages for a longer period than they have served.

Subsection 3. In addition, sections 37-38 on termination of employment by notice and sections 40-45 on

entitlement to salary, etc., shall apply.

Section 48. If the ship is lost in a maritime accident or is deemed unrepairable after a maritime accident, the master's employment shall terminate unless otherwise provided in the agreement. However, for wages and subsistence, they shall remain on board and take care of the organisation of matters concerning the ship, the persons on board or the cargo.

Subsection 2 Section 19(2) and (3) shall apply mutatis mutandis.

Section 49. The following provisions shall apply mutatis mutandis to the master:

- 1) Section 1(3),
- 2) Section 3(3) and (4),
- 3) Sections 3a-3e,
- 4) Section 4(2),
- 5) Section 6,
- 6) Section 7(1), see section 39,
- 7) Section 7(3), third sentence,
- 8) Section 8,
- 9) Sections 8a-8e,
- 10) Section 10(3),
- 11) Section 10a(1) and (2),
- 12) Section 14(1), see subsection 3,
- 13) Section 15,
- 14) Sections 18a(1) and 18b,
- 15) Section 18c.
- 16) Section 18d,
- 17) Section 18e,
- 18) Section 19a(2),
- 19) Sections 21, 22 and 24-26,
- 20) Sections 27-30, see sections 35, 40 and 41,
- 21) Section 31,
- 22) Sections 32 and 34,
- 23) Section 33, see sections 35 and 41,
- 24) Section 55(1) and (2),
- 25) Section 57,
- 26) Section 61,
- 27) Section 64,
- 28) Section 73a and
- 29) Section 73c.

Section 50. If it has been agreed that the master is entitled to a share in the ship's cargo (primage) or other income from the voyage, including compensation for demurrage, or a share in the shipowner's profits (bonus), the shipowner must pay a proportional part of the agreed payment if the employment terminates before the end of the voyage or the end of the financial year.

Subsection 2. If the master is entitled to a salary for a longer period than they have been in service, the benefits referred to in subsection 1 shall be paid for the period after the termination of the employment by the amount by which twice the chief officer's salary exceed the master's fixed salary.

Chapter 3

Ship service

1. The management of work on board

Section 51. The master is the highest authority on board.

Section 52. The division of labour shall take into account the position of each individual on board and, as far as possible, their professional competence.

2. General service duties

Section 53. A seafarer shall comply with orders received in the course of duty and shall indicate by clear reply that they understand them. They must also follow the regulations given for the order on board.

Subsection 2. If a seafarer is prevented from coming on board in due time, they shall immediately inform the master.

Subsection 3. The seafarer shall compensate for damage caused by fault or negligence in the performance of their duties.

3. Protection against accidents and health hazards

Section 54. (Repealed)

4. Food and health

Section 55. The master must ensure that the crew receives good and sufficient food. The food must be free of charge for the seafarer for the duration of the service period on board. The Minister for Industry, Business and Financial Affairs may lay down rules on paragraphs 1 and 2.

Subsection 2. If the master deems it necessary to reduce the catering during the voyage, the crew is entitled to compensation.

Subsection 3. The master may not provide catering for the crew at his own expense.

Subsection 4. The master must supervise health conditions and cleanliness on board. The Minister for Industry, Business and Financial Affairs may lay down rules to this effect.

5. Seaworthiness inspection

Section 56. If more than half of the crew complain about the seaworthiness of the ship for the forthcoming voyage, the master must arrange an inspection in accordance with the rules in the Inspection of Ships Act³⁾. In foreign ports where inspections cannot be carried out in accordance with these rules, the master shall contact the competent local authority to request the appointment of inspectors.

Subsection 2. The same applies if the chief engineer officer or chief officer makes a similar complaint in respect of those parts of the ship, its accessories or equipment under their control.

Subsection 3. If the inspection shows that the complaint was not reasonably justified, the loss will be compensated in accordance with section 53(3).

Subsection 4. If an inspection pursuant to subsections 1 and 2 is carried out abroad, the local Danish consul, if the matter has been submitted to him, and otherwise the master, shall immediately submit a report to the Danish Maritime Authority.

6. Rest time, etc.

Section 57. Seafarers must have regular, uninterrupted rest periods of sufficient length to ensure health and safety. The Minister for Industry, Business and Financial Affairs lays down rules on seafarers' rest and working hours. The provisions on working hours do not apply to merchant ships.

7. The seafarer's right to go ashore in their free time

Section 58. A seafarer has the right to go ashore at their leisure while the ship is in port or at a safe anchorage, unless it is necessary for them to remain on board for the safety of the ship, the other persons on board or the cargo, the performance of necessary ship work or the imminent departure or delay of the ship.

Subsection 2. The master shall, if reasonable, having regard to the cost and other circumstances, arrange for boat connection with land at no expense to the crew.

8. The seafarer's belongings, etc.

Section 59. A seafarer may take items for personal use to a reasonable extent if it cannot cause inconvenience to the ship or cargo or danger of disorder on board. Without the permission of the shipowner, the master shall not carry goods to be sold for their own or others' account.

Subsection 2. The seafarer shall pay freight for illegally taken goods. Section 53(3) shall apply if the goods cause damage.

Subsection 3. It is not allowed to bring drugs or other dangerous toxins on board. No weapons or ammunition may be taken on board without the master's authorisation.

Subsection 4. The master may, if they have reasonable grounds to suspect that something illegal has been brought on board, have the seafarer's accommodation searched. The seafarer has the right to be present for the search.

Subsection 5. What has been unlawfully taken on board may be taken into custody, taken ashore or, if necessary, destroyed by the master.

Section 60. If a seafarer leaves property on board at the end of their employment, it shall be stored on board at their expense. The master shall as soon as possible arrange for an inventory of the property left behind to be prepared. The accuracy of the inventory must be verified by two people.

Subsection 2. If storage is not reasonable due to the nature of the property, cost or other circumstances, it can be sold in a responsible manner. The same applies if the seafarer has not contacted the shipowner within 1 year to have the property handed over.

Section 61. If a seafarer has lost or damaged property on board due to shipwreck, piracy, fire or other casualty, the shipowner must pay compensation. The Minister for Industry, Business and Financial Affairs shall lay down more detailed regulations for this. Deductions may be made for clothing the seafarer has received in accordance with section 19(2).

9. Order on board

Section 62. The master may take such measures as are necessary to maintain order on board.

Subsection 2. If the ship is in danger, there is mutiny among the crew, or any other state of emergency exists, the master may use such means as are necessary and justifiable to restore order. Every member of the crew must provide help, even without being asked.

Subsection 3. If the person who refuses to cooperate in the maintenance of order on board is injured, they may be held liable if harsher measures were used than were required by the circumstances.

Section 63. If a serious offence is committed on board and the ship is not in a Danish port, the master must, as soon as possible, record a preliminary statement to be entered in the ship's logbook. However, this does not apply if the offence was committed on foreign territory and is being prosecuted by the local authorities.

Subsection 2. The master must, as far as possible, ensure that a suspect does not escape until the Danish consul or the police in Denmark can deal with the case. To this end, the master may use any means necessary, but shall not use more stringent means than required for the purpose. However, if the offence committed is an act covered by Article 3, 3bis, 3ter or 3quater of the United Nations Convention of 10 March 1988 for the Suppression of Unlawful Acts against the Safety of Maritime Navigation, as amended and supplemented by the Protocol of 1 November 2005 relating thereto, the master may hand over the suspect to the competent authority outside the realm.

Subsection 3. The master shall notify the authorities of a state to which he intends to surrender a suspect as soon as possible and, if possible, before entering the territorial sea of that state, of his intention to surrender such a person and of the reasons for doing so.

Subsection 4. Objects likely to be of importance as evidence shall be taken into custody by the master. The master shall provide the authority to which a suspect is handed over with the necessary information about the offence and hand over the evidence taken into custody.

Employment disputes and complaint handling on board

Section 64. A seafarer has the right to complain to the shipowner about the billing, the ship's service, the employment relationship, including the wages and employment contract, or the conditions on board. The shipowner has a duty to ensure that complaints are adequately investigated and to develop and implement procedures on board for a fair, efficient and fast handling of complaints. The Minister for Industry, Business and Financial Affairs may lay down further rules on appeals, etc.

Subsection 2. Disputes concerning billing, ship service, employment or conditions on board may not be brought before foreign courts. If the seafarer has no other jurisdiction in Denmark, proceedings against the seafarer may be brought before the court in whose district the ship is registered.

Subsection 3. Subsection 2 does not apply if it otherwise follows from the Brussels I Regulation or rules issued pursuant to this Act.

Part 4a

Embarking and disembarking

Section 64a. The Minister for Industry, Business and Financial Affairs shall lay down the detailed rules on appointment and discharge, as well as on the master's appointment and discharge.

Subsection 2. When signing on the seafarer, the master shall ensure that the legal regulations for the seafarer concerned are met, in particular those relating to age, health and training.

Subsection 3. The Minister for Industry, Business and Financial Affairs may, in agreement with the minister concerned, decide that the Danish Maritime Authority's powers under subsection 2 shall be exercised by other public authorities, and may lay down rules to this effect.

Section 64b. ⁴⁾ The Danish Maritime Authority may require the shipowner or master to provide information about the ship and the employees on board that is necessary for the muster control. Furthermore, the Danish Maritime Authority is authorised to carry out any investigations necessary for the purpose of the check.

Subsection 2. The Minister for Industry, Business and Financial Affairs shall lay down rules on the issue and use of discharge books and crew lists. The Minister for Industry, Business and Financial Affairs shall also lay down rules for payment for discharge books.

Subsection 3. The seaman's logbook shall be handed over to the master on signing on and kept by him for the duration of the service. The discharge book must not contain any remark about the seaman's behaviour in the service or about any punishment imposed on them.

Chapter 5

Penalty provisions

Section 65. If the shipowner fails to fulfil their duties under section 55 or section 73a or their obligation under section 1a to ensure compliance with section 12(2) and (3), section 18a(1)-(4), section 18b(4) and (5), section 27, section 49(14) as regards

section 18a(1), section 49(20) in respect of section 27, section 49(24) or (28), section 55, section 74b(1) or (3) or section 74c(2), the person concerned shall be liable to a fine or imprisonment of up to 1 year. If the shipowner fails to fulfil their obligations under section 4(1) and (2), section 8a(2), section 8c(1) and (2), section 8e, section 46, section 49(4) or (25), section 57 or section 64b(1), they shall be liable to a fine.

Subsection 2. Anyone who otherwise fails to fulfil their obligation under section 1a to ensure compliance with section 12(2) and (3), section 18a(1)-(4), section 18b(4) and (5), section 27, section 55, section 74b(1) or (3), or section 74c(2) shall be liable to a fine or imprisonment of up to one year, while anyone who otherwise fails to fulfil their obligation under section 1a to ensure compliance with section 4(1) and (2), section 8a(2), section 8c(1) and (2), section 8e, section 32, section 56(1), (2) and (4), section 57, section 60, section 64a(2), section 64b(1), section 74 or rules laid down pursuant to section 73 shall be liable to a fine. Similarly, anyone who fails to fulfil their obligations under section 1a to ensure that the master has the opportunity to fulfil the obligations incumbent on him shall be punished.

Subsection 3. Anyone who performs private recruitment or placement services for seafarers in Denmark without a valid licence or who demands payment from seafarers for such services is liable to a fine.

Subsection 4. Criminal liability may be imposed on companies or other legal persons in accordance with the rules laid down in Chapter 5 of the Criminal Code.

Subsection 5. For the purpose of imposing criminal liability under subsection 4, persons employed to perform work on board the ship by persons other than the shipowner shall also be deemed to be associated with the shipowner. Has a document of compliance been issued under the Safe Operation of Ships Code or a certificate under the Maritime Labour Convention employment relationship with another organisation or person, the master and the seafarers shall also be deemed to be related to the person to whom the document is issued.

Section 66. Unless a higher penalty is prescribed by other legislation, the master or the person who has acted in the master's place shall be penalised,

- 1) with a fine or imprisonment of up to 4 months if they
 - a) intentionally or with gross negligence use force beyond that permitted under sections 62 and 63(2), or
 - b) fail to fulfil their obligations under sections 12(2) and (3), 18a(1)-(4), 18b(4) and (5), 27 and 55,
- 2) with a fine if they
 - a) use someone to work in violation of sections 4 or 57, or
 - b) fail to fulfil their obligations under sections 8a(2), 8c(1) and (2), 8e, 32, 56(1), (2) and (4), section 60, 63(3) and (4), 64a(2), 64b(1), 74 or rules laid down pursuant to section 73.

Section 67. Unless a higher penalty is prescribed by other legislation, the seafarer shall be fined if they

- 1) fail to fulfil their obligations under section 53(1) and section 62(2), second sentence,
- 2) against their better judgment, make or participate in a complaint as mentioned in section 56, and an inspection is thereby initiated.

Subsection 2. Infringements of subsection 1 shall only be prosecuted when the shipowner or master so requests.

Section 68. (Repealed)

Section 69. (Repealed)

Section 70. Regulations issued pursuant to the Act may set penalties by fines.

Subsection 2. Criminal liability may be imposed on companies or other legal persons in accordance with the rules laid down in Chapter 5 of the Criminal Code.

Section 71. If a master is found guilty of an offence against section 66(1)(a) or (b), the right to serve as master, chief officer or engineer may, under aggravating circumstances, be suspended for a fixed period of up to 5 years or permanently. In this case, the prosecution service will send its maritime trading certificate and a transcript of the judgment to the Industry, Business and Financial Affairs. When 5 years have elapsed after the final judgement, the Minister for Industry, Business and Financial Affairs may restore the disqualification.

Subsection 2. If a master, chief officer or chief engineer is disqualified from serving under subsection 1, the judgment shall determine whether the master may serve as mate and whether the mate or chief engineer may serve at a lower rank. In this case, the Ministry of Industry, Business and Financial Affairs will provide them with the necessary maritime trading certificate.

Chapter 6

Special provisions

Section 71a. The Minister for Industry, Business and Financial Affairs may lay down rules to the effect that written communication to and from authorities concerning matters covered by this Act or by rules issued pursuant to this Act must be in digital form.

Subsection 2. The Minister for Industry, Business and Financial Affairs may lay down more detailed rules

on digital communication, including the use of certain IT systems, special digital formats and digital signatures, etc.

Subsection 3. A digital message shall be considered to have reached the recipient when it is available to the addressee of the message.

Section 71b. The Minister for Industry, Business and Financial Affairs may lay down rules stating that the authorities may issue decisions and other documents under this Act or under rules issued pursuant to this Act without a signature, with a signature reproduced by machine or similar means or using a technique that ensures unique identification of the person who issued the decision or document. Such decisions and documents shall be comparable with decisions and documents with a personal signature.

Subsection 2. The Minister for Industry, Business and Financial Affairs may lay down regulations to the effect that decisions and other documents that have been made or issued exclusively on the basis of electronic data processing may be issued, provided that the relevant authority is specified as the sender.

Section 72. The Minister for Industry, Business and Financial Affairs may lay down rules stating that section 8 on free repatriation with subsistence after a certain period of service, section 9 on the pregnant woman's right to free repatriation at state expense and section 30 on the sick seafarer's right to free travel shall apply to seafarers who are not resident in Denmark.

Section 73. The Minister for Industry, Business and Financial Affairs may lay down further rules on the right to care in the event of sickness or injury and on the duty to arrange for burial or cremation as established by this Act.

Section 73a. The shipowner must take out insurance approved by the Danish Maritime Authority or provide other equivalent financial security covering the master's and seafarers' claims against the company and the employer, if different from the company, in case a seafarer is left behind.

Subsection 2. A seafarer shall be deemed to be left behind if the shipowner, in breach of their obligations under the employment contract, including any applicable collective agreement, or this Act

- 1) fails to cover the seafarer's repatriation costs,
- 2) 2) Has left the seafarer without adequate means of subsistence or financial support; or
- 3) 3) Has otherwise unilaterally and unjustifiably terminated the relationship with the employee, including if the employee has not received salary for at least 2 months.

Subsection 3. The financial guarantee referred to in subsection 1 shall cover

- 1) the basic needs of the seafarer until they have returned home, including food, heating, electricity, communication, hygiene and necessary medical treatment, etc., repatriation costs and other reasonable expenses resulting from the fact that the seafarer has been left behind; and
- 2) 4 months' outstanding salary and other remuneration, etc., to which the seafarer is entitled as a result of the employment relationship, to the extent that these claims are not covered by the coverage of the Employees' Guarantee Fund.

Subsection 4. The Danish Maritime Authority may lay down detailed rules on the financial security, cf. subsection 1, including coverage limits, documentation of claims, the possibility of asserting the claim directly against the provider of the financial guarantee and that the guarantee shall not include claims covered by public social security schemes covering seafarers and schemes implementing Directive 2008/94/EC of the European Parliament and of the Council of 22 October 2008 on the protection of employees in the event of the insolvency of their employer.

Subsection 5. The Minister for Industry, Business and Financial Affairs may lay down rules stating that the pool referred to in section 10a(3) constitutes financial security to cover expenses covered by subsection (3)(1).

Subsection 6. The Danish Maritime Authority may lay down more detailed rules on the issue of certificates or other documentation for the financial security, cf. subsection 1 and on the display thereof on the ship.

Section 73b. The Danish Maritime Authority provides free telemedicine counselling to merchant ships.

Section 73c. The Minister for Industry, Business and Financial Affairs may lay down more detailed rules on free repatriation with subsistence pursuant to sections 6(5), 8(1), 10(3), 11-14, 18(2), 18b, 19 and 30, 48(2) and 49.

Section 73d. The Danish Maritime Authority may, after negotiation with Labour Market Insurance, lay down rules on certification or other documentation for the protection of seafarers under the Industrial Injuries Act and on the display of documentation and certificates, etc., on the ship.

Section 74. The master shall ensure that a copy of the Maritime Labour Convention, the Act, the regulations made under the Act and the agreement entered into between the European Community Shipowners' Association (ECSA) and the European Transport Workers' Federation (ETF) on the Seafarers' Employment Convention, 2006, are on board and available to the crew.

Subsection 2. If recruitment has taken place in accordance with a collective agreement, they must ensure that a copy of the agreement is available on board and accessible to the crew.

Section 74a. Pursuant to section 20 a of the Act on Safety at Sea, the Danish Maritime Authority may supervise compliance with this Act and the regulations issued pursuant to it.

Subsection 2. The Danish Maritime Authority is responsible for issuing the necessary certificates and other documentation pursuant to section 20b of the Act on Safety at Sea.

Section 74b. Ships used commercially that are registered in a Danish ship register and have a gross tonnage of 500 or more are not allowed to sail for international trade unless they have a certificate and a declaration of conformity regarding seafarers' working conditions. The Danish Maritime Authority may lay down rules on what matters the certificate and the declaration of conformity must cover.

Subsection 2. If the ship is certified in accordance with the Code for the Safe Operation of Ships established by the United Nations International Maritime Organisation, the certificate referred to in subsection 1 and the Statement of Compliance referred to in subsection 1 may be issued only to the person to whom the document of compliance in accordance with the Code for the Safe Operation of Ships has been issued. In special cases, the Danish Maritime Authority may grant an exemption from the first sentence.

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

Subsection 4. Subsections 1-3 do not apply to fishing vessels.

Section 74c. The Minister for Industry, Business and Financial Affairs may lay down rules stating that fishing vessels may not sail unless they have a certificate concerning the fishermen's working conditions, including which conditions the certificate must cover.

Subsection 2. The certificate shall be kept on board and be presented to the authorities upon request.

Section 75. The Minister for Industry, Business and Financial Affairs may lay down rules that deviate from the Act for ships that are not subject to registration and for ships for fishing or other special purposes.

Subsection 2. The Minister for Industry, Business and Financial Affairs may lay down rules stating that parts of the Act apply to categories of persons who perform tasks on board ships without being covered by section 1(1). The rules shall be established after consultation with the shipowners' and seafarers' organisations concerned.

Subsection 3. The Minister for Industry, Business and Financial Affairs may lay down rules stating that parts of the Act apply to categories of persons who do not perform work of importance to the operation of the ship in a broad sense, provided that they are protected at an equivalent level by virtue of their employment relationship. The rules shall be established after consultation with the shipowners' and seafarers' organisations concerned.

Section 75a. The Minister for Industry, Business and Financial Affairs may lay down rules on the right of appeal, including that appeals against the Danish Maritime Authority's decisions may not be brought before another administrative authority.

Section 76. The date of entry into force of the Act is determined by the Minister for Industry, Business

and Financial Affairs.⁵⁾

Subsection 2. Seafarers' Act No. 229 of 7 June 1952 is repealed.

*Subsection 3*Section 4(1) does not apply to men who have reached the age of 15 years at the time of entry into force of the Act and are doing or have done naval service.

Section 77. The Act shall not apply to the Faroe Islands and Greenland, but may by Royal Decree be brought into force for Greenland with such exceptions as the particular conditions of Greenland may require.

The Danish Maritime Authority, 9 April 2024

Kristina Ravn

/ Mette Rosager

¹⁾ The Act contains provisions transposing parts of Council Directive 2009/13/EC of 16 February 2009 giving effect to the Agreement entered into by the European Community Shipowners' Associations (ECSA) and the European Transport Workers' Federation (ETF) on the Maritime Labour Convention, 2006, and amending Directive 1999/63/EC, Official Journal of the European Union 2009, no. L 124, page 30, as amended by Council Directive (EU) 2018/131, Official Journal of the European Union 2018, no. L 12, p. 28, Directive 2013/54/EU of the European Parliament and of the Council of 20 November 2013 on certain responsibilities of the flag State for compliance with and enforcement of the Maritime Labour Convention of 2006, Official Journal of the European Union 2013, No. L 329, p. 1, parts of Council Directive (EU) 2017/159 of 19 December 2016 implementing the Agreement concerning the implementation of the International Labour Organisation Working Conditions in Fishing Convention, 2007, entered into on 21 May 2012 by the Confederation of Agricultural Cooperatives in the European Union (Cogeca), the European Transport Workers' Federation (ETF) and the Confederation of National Fisheries Organisations in the European Union (Europêche), Official Journal of the European Union 2017, No. L 25, page 12, and parts of Directive 2019/1152 of the European Parliament and of the Council of 20 June 2019 on transparent and predictable working conditions in the European Union, the Official Journal of the European Union 2019, no. L 186, page 105.

- ²⁾ The amendment resulting from section 2 of Act No. 1231 of 27 December 2003 was erroneously incorporated into Consolidated Act No. 742 of 18 July 2005, although the amendment had not entered into force. As section 2 of Act No. 1231 of 27 December 2003 has not yet entered into force, this is stated in the introduction to the Consolidated Act.
- ³⁾ Now the Act on Safety at Sea.
- ⁴⁾ The amendment resulting from section 2 of Act No. 1231 of 27 December 2003 was erroneously incorporated into Consolidated Act No. 742 of 18 July 2005, although the amendment had not entered into force. As section 2 of Act No. 1231 of 27 December 2003 has not yet entered into force, this is stated in the introduction to the Consolidated Act.
- ⁵⁾ The Act came into force on 1 February 1974, cf. Executive Order No. 607 of 29 November 1973.