

## **Excerpts from the Seamen's Act No. 35/1985, as amended**

### **Chapter I General provisions**

#### *Article 1 Scope*

This Act applies to all seafarers on all Icelandic vessels. The Minister of Communications may adopt rules stating that certain provisions of this Act or the Act in whole do not apply to seamen on certain categories of ships as well as seamen on ships of a certain minimum size.

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### **Chapter II Agreement setting out the terms of engagement, etc.**

#### *Conclusion of Agreement Article 6*

It is the employer's duty to conclude a written agreement with the member of the crew setting out the terms of engagement. The Agreement shall be in duplicate and shall be kept by both parties. The Agreement shall at least contain the following items:

1. full name of the member of the crew, date of birth, domicile and personal identity number,
2. the crew member's position on board the ship,
3. name and domicile of the closest relative or next of kin,
4. the voyage or the period of employment, the place of termination of employment and period of notice, if agreed upon,
5. agreed wages, inter alia for extra work and overtime,
6. other benefits.

The Ministry of Transport and Communications may lay down rules on the form and content of agreements according to paragraph 1 and may furthermore provide for the use of special forms for this purpose and the Ministry is also responsible for the issue and distribution of the forms.

The master may engage the necessary crew on behalf of the shipowner, in which case the provisions of paragraph 1 apply.

The master may also, in accordance with the same provision, dismiss a member of the crew or give him his notice, cf. Articles 23-25.

With regard to the engagement of engine room staff the chief engineer if practicable shall be consulted, chief mate about the engagement of deck hands and the chief steward about the engagement of catering staff and other officers regarding the engagement of their staff.

Each member of the crew shall have a maritime service record book provided by the Ministry of Transport and Communications. The master shall keep the seafarer's maritime service record book during the engagement on board the ship.

The Minister of Transport and Communications shall adopt specific rules on the content and layout of the maritime service record book.

It shall be the duty of the Registrar of Seamen to provide each master and crew member with a maritime service record book for the first time of registry on board an Icelandic ship or at a later date if the maritime service record has been lost or has been completely filled out. The maritime service record shall be presented at the time of registering and when proving seagoing service.

#### Article 7

The Ministry of Transport and Communications shall prepare and sponsor a suitable copy of the Seamen's Act in official version each time.

The master shall see to it that a copy of Seamen's Act in official version each time and shall be kept on board accessible to the crew.

#### Article 8

When a newly engaged seaman is employed the master is responsible for giving the seaman guidance on the duties that he will be assigned. Furthermore, the seaman shall be given a reasonable opportunity to become familiar with the shipboard safety, surveillance and monitoring equipment and other basic arrangements needed for their proper usage.

A younger seaman, man or woman, than 15 years of age shall not work on board a ship, unless in case of a training ship. The Minister of Transport and Communications adopts rules on seafarers' higher age limits up to 18 years of age when carrying out particular jobs.

A younger seaman, man or woman, than 18 years of age shall not work on board a passenger ship or cargo ship during the night, where "night" means a period of at least nine consecutive hours, including the interval from midnight to five a.m. However, this provision need not be applied when the effective training of young seafarers between the ages of 16 and 18 in accordance with established programmes and schedules would be impaired.

#### On the service period

#### Article 9

Unless otherwise stipulated, a one month period of notice on either side shall apply, except in case of Icelandic fishing vessels where the period is seven days. The period of notice is mutual.

A ship's officer's right to demand discharge shall be subject to not less than 3 months' notice of termination of the contract or the specified notice where another term of notice has been agreed upon. This also applies to a seaman who has been employed as a relief ship's officer for consecutive 9-month period for the same shipowner.

#### Article 10

Unless otherwise agreed in respect of place of discharge, the agreement shall only be terminable to expire in an Icelandic port of call. If the seaman is dismissed by the shipowner he is entitled to free passage to the place of operation or his domicile if that does not involve more costs.

Where a seaman is not domiciled in Iceland or was not engaged in Iceland the agreement may also be terminated to expire in a foreign port of call. This shall not, however, apply to ports entered only for a short call for bunkering, taking provisions, minor repairs or landing of sick or injured persons or in case of a port of refuge only.

Where a seaman is employed for a certain period of time or where he resigns his position giving a specific notice and if the agreement terminates during a voyage the agreement shall apply until the ship enters a port of call. However, this shall not apply to the foreign ports referred to in paragraph 2.

Where a seaman is employed for a certain period of time or during a specific voyage and he remains on board the ship after the period of employment has passed or the voyage is over and a new agreement is not entered into providing for the port where the seaman shall be discharged, the provisions of Article 9 and paragraphs 1 and 2 of this Article shall apply, where applicable.

#### Article 11

Where a seaman, who has served on board the same ship or on board ships belonging to the same shipowner for 9 months and has given 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 unless the purpose of entering a port is the one referred to in paragraph 2 of Article 10.

#### Article 12

If evidence is to be given before a maritime court or a maritime report shall be given he shall remain on the spot against wages and maintenance until such evidence has been given.

#### Article 13

A seaman who 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 at the port. This shall not apply in case of leave of service pursuant to Article 18.

#### **Article 14**

If the authorities in a foreign port where a seaman is to be discharged will 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 but he then shall serve in his position on board the ship until then as decided by the master.

#### **Article 15**

A seaman who is domiciled in Iceland and who has not during the past 4 months had an opportunity of obtaining his discharge in an Icelandic 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 9 months.

The expenses incidental to the passage shall be defrayed by the Treasury and the shipowner in equal shares.

The seaman shall, however, be bound to 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 arrangements for the passage home will be essentially cheaper or easier.

The seaman shall notify the master on his intention to travel home with a notice of at least 20 days.

### **On the seaman's right to demand discharge**

#### **Article 16**

A seaman shall be entitled to demand discharge if, after his engagement, he is informed that in another ship he can obtain a position of a higher grade than the one he holds, or if he is informed of any other circumstances which render it essential to his interests to be able to obtain his discharge provided a competent substitute can be procured and that this does not involve any costs for the shipowner.

In this case the seaman shall only be entitled to wages for the period of engagement.

#### **Article 17**

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, in which case she is only entitled to wages for the period of engagement.

#### **Article 18**

Where a seaman, after the completion of a service agreement, receives news that his spouse, child or parent has passed away or become seriously sick or has had a serious accident he can demand immediate discharge, in which case he is only entitled to wages for the time of engagement.

#### **Article 19**

The seaman shall be entitled to demand to be discharged if:

1. the ship is unseaworthy or the crew accommodation unhealthy in the opinion of the competent authority and the master neglects to remedy the defects;
2. the master neglects to have the ship surveyed according to Article 63; or
3. the seaman has been ill-treated on board the ship and the master, although aware of such ill-treatment, has failed to render him protection.

A seaman obtaining his discharge under paragraph 1 of this Article shall be entitled to compensation and free passage with maintenance under the provisions of Article 25.

#### Article 20

The seaman shall be entitled to demand discharge if, after his engagement, it turns out:

1. that there is danger of the ship being seized by belligerents or being exposed to war damage or a similar dangerous situation, or such danger has increased materially; or
2. that a malignant epidemic disease is prevailing in a port for which the ship is bound.

Demands for discharge shall be made as soon as possible after the seaman has become aware of the circumstances. If the voyage has not commenced he shall be entitled to immediate discharge but otherwise in the first port of call after he has become aware of those events.

If the seaman's agreement is terminated under the provisions of paragraph 1 he shall be entitled to half of the passage costs to his domicile by the shipowner or to the place of engagement at the discretion of the shipowner. If the shipowner or the master were aware of the situation referred to in paragraph 1 the shipowner shall pay all the costs of passage incurred by the seaman.

The provisions of paragraph 3 shall however not apply if a similar engagement can be obtained for the seaman on board another Icelandic ship or another ship which has been chartered by an Icelandic shipowner at the place of discharge.

#### Article 21

If a seaman is engaged for a definite voyage and the voyage is materially altered, he may demand discharge according to the provisions of paragraph 2 of Article 20.

If the seaman obtains discharge on these grounds he shall be entitled to wages for 15 days after the termination of the employment; however on Icelandic fishing vessels this period is 7 days. He shall moreover be entitled to free passage with maintenance to the place of engagement if he is discharged before the voyage is commenced and otherwise to the agreed place of discharge.

#### Article 22

If the ship loses the right to fly the Icelandic flag the seaman may demand discharge unless otherwise provided in the agreement. Article 25 provides for the payment of wages, free passage and maintenance.

If the ship is taken over by another Icelandic shipowner and the seaman on being asked by the master announces as soon as possible that he does not wish to continue the service with the new shipowner.

If the seaman is entitled to discharge on these grounds he shall be entitled to wages for six weeks unless the period of notice is shorter. Within that time-limit, the seaman shall continue to serve on board in order to assist in the work which must necessarily be carried out until the ship is delivered to the new owner. The provisions of this paragraph shall only apply if the ship is delivered to the new owner before engagement has terminated before discharge.

The seaman shall not have the right to demand discharge although a new master is engaged.

#### **On the master's right to dismiss a seaman**

#### Article 23

The master may dismiss a seaman if:

1. the seaman is unfit to perform his duties for a considerable time by reason of illness or injury,
2. the seaman is suffering from an illness which involves danger to those on board,
3. according to the medical examination pursuant to Article 33 the seaman is unfit to perform his duties although not sick.

The provisions of Article 36 on the seaman's right to wages, etc., apply to dismissal.

#### Article 24

Furthermore, the master may dismiss a seaman if:

1. the seaman is found incompetent to perform his duties,
2. the seaman fails to join the ship in due time and the ship is to depart or a substitute must be engaged in his place,
3. the seaman is guilty of gross breach of duty such as repeated disobedience, violent behaviour towards other persons on board,
4. the seaman is repeatedly drunk on board the ship, unless the offence is even more serious, or is under the influence of narcotic drugs on board,
5. the seaman is guilty of theft or any other serious crime or conceals a person on board;
6. the seaman 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. the seaman lays a dispute about the employment before a foreign authority.

If the master intends to dismiss a seaman in pursuance of points 3-7 of paragraph 1, he shall inform the seaman 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.

If a seaman is dismissed in pursuance of paragraph 1 he shall not be entitled to wages for a longer period than he has served. If a seaman is incapable of performing his duties by reason of illness or injury he shall, however, be entitled to wages under the provisions of Article 36

#### Article 25

Where a seaman is dismissed before the expiry of his intended engagement period and contrary to the provisions of Article 23 or 24 he entitled to wages for the period laid out in Article 9. Where a seaman, who has served on board ships belonging to the same shipowner for 15 years or longer is dismissed from service without adequate grounds he shall also be entitled to a special compensation equal to one-month wages in case of an officer but otherwise 15 days' wages.

Where an agreement has been made with a seaman at a particular place of discharge he shall, as specified before, be entitled to free passage with maintenance to that particular location. Where a service agreement is not terminated unless a seaman can be discharged in an Icelandic port of call, cf. paragraph 1 and Article 10, he shall be entitled to free passage with maintenance to an Icelandic port of call or to his domicile if he is domiciled in Iceland.

However, the provisions of paragraphs 1 and 2 do not apply if the seaman's engagement terminates after notice at the place previously agreed to, or resulting from the rules of Article 10 according to the master's decision before the end of the period of notice and thus the seaman keeps his wages and other benefits until the period of notice is over.

#### Article 26

If the ship is lost through a marine casualty or if it is considered to be beyond repair after such casualty or if it is taken out of service of the shipowner by force majeure for an unforeseeable period of time, however, not less than three months, a seaman's agreement shall terminate unless otherwise provided in the agreement. He shall, however, in return for wages and maintenance participate in the salvage and remain on the spot for the purpose of giving evidence before a maritime court during the time that he must remain on location or wait for passage to his domicile.

Where a service agreement is terminated due to reasons specified in paragraph 1 the seaman shall be entitled to free passage, the necessary clothes and maintenance to his domicile at the expense of the Treasury.

Where a service agreement is terminated due to the reasons specified in paragraph 1 the seaman is 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 if he is a deck officer, engineer officer or purser, but for one month from the same time if he is employed in another position on a ship.

### **Seamen's wages**

#### Article 27

Wages shall run on and from the day on which the seaman commences his service on board. 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 journey is commenced. Wages shall run up to and including the day on which his service terminates, according to a service agreement or collective bargaining agreement, irrespective of whether he has been discharged before or not. Seamen's work is provided for in collective bargaining agreements and this Act.

Wages shall not accrue for any time during which the seaman unlawfully evades service.

#### Article 28

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 or according to collective agreement where appropriate.

Should the voyage prove to be of longer duration than anticipated he shall be entitled to a proportionate addition unless otherwise agreed upon.

#### Article 29

In case the number of seamen is reduced during a voyage, the wages saved shall be divided among the remaining seamen in proportion to increased work of each of them if they have not been remunerated for it in overtime pay.

In case the number of deck officers is reduced during a voyage, the wages saved shall be divided among the master and deck officer or deck officers in proportion to increased work of each of them if they have not been remunerated for it in overtime pay.

#### Article 30

Payment in foreign currency is provided for in national law at each time.

A seaman may require that wages be paid by means of monthly allotments in favour of a specified person in Iceland or be deposited in an Icelandic monetary institution.

A seaman may free of expense remit wages to Iceland from abroad through an Icelandic consul. Such remittance shall be made for the account and risk of the Treasury.

Article 31 A seaman may require that 2/3 of his unpaid wages be paid to a named person by proxy.



Payments in accordance with paragraph 1 may not be withheld or lowered without the consent of the seaman until his service is terminated unless the other part of the wages is not sufficient for to meet compensation claims which he has incurred during his service, apart from such amount as the shipowner shall be bound by statutory provisions to withhold or in case of claim by the shipowner due to loss directly resulting from the seaman's infringement of customs legislation.

One-third of the part of the wages which the seaman may receive himself until his employment is terminated may be withheld, but never a higher amount than 14 days' wages.

#### Article 32

The seaman shall be given a monthly account of wages earned except when collective bargaining agreements provide otherwise.

If it is revealed when accounts are settled that the seaman has received a higher amount of wages than he was meant to, that amount is not revocable in case the termination of service of the seaman is due to the reasons referred to in Article 19, Article 22, paragraph 1 of Article 23, Article 25, Article 26 and Article 40.

### **Care and wages of sick seamen**

#### Article 33

A seaman shall submit himself to an examination by a medical practitioner upon demand of the master.

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

Medical examinations made in pursuance of paragraphs 1 and 2 shall be free of expense to the seaman.

#### Article 34

If a seaman suffers from an illness or has been injured the master shall see to it that he receives proper care and attendance on board or ashore, including medical care, medical assistance, medicine and maintenance, if he is outside his home, since the master may, in case of temporary absence from duty, require the seaman to stay at the place from which the ship is operated.

If there is reason to believe that a seaman is suffering from an illness which involves danger to those on board the master shall have the patient brought ashore provided satisfactory precautions against the danger cannot be taken on board.

In case a seaman who is ill or injured cannot take care of his personal belongings the master shall take charge of them.

Where a seaman who is ill or injured is left behind abroad the master shall leave him in the care of an Icelandic consul, or if there is not an Icelandic consul on the spot, ensure him proper care and attendance otherwise and notify the nearest Icelandic consul and, upon request of the seaman, the master shall inform his next of kin.

#### Article 35

Where the master in a foreign country leaves a sick or injured seaman in the care of the Icelandic consul, the consul may demand security for the expenses to be defrayed by the shipowner in pursuance of Articles 37 and 41, incidental to the care and burial of a seaman.

The seaman may require wages to which he is entitled to be handed over to him unless such wages must be anticipated to be applied towards the payment of expenses incurred on behalf of the seaman or if he is in a condition which makes him unfit to take care of his own affairs.

#### Article 36

In case a seaman is suffering from illness or injury at the time of termination of the employment his wages shall continue to run as long as he is thus incapacitated, always provided that they shall not run for more than two months. Where a seaman suffers from illness or injury during a leave without wages he is entitled to wages from the time which he should have commenced service again. A seaman who is unable to perform his work due to illness shall not be entitled to wages for more days than he has served on board in the service of the shipowner.

Where a seaman has been employed on board the same ship or in the service of the same shipowner for two consecutive years he shall, in addition to the provisions of paragraph 1, keep the regular salary, salary guarantee or specially agreed sickness pay for up to one month but up to two months after four years of continuous service for the same shipowner.

A seaman who is unable to perform his work due to injury at work, on the way to or from work or due to occupational diseases resulting from the work, shall be paid a regular salary, salary guarantee or specially agreed sickness pay for up to three months in addition to the payment referred to in paragraph 1 and paragraph 2.

Wages shall not accrue for any time during which the seaman fraudulently avoids carrying out his duties or 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 seaman receives an injury or contracts an illness after his engagement as a result of his own wilful act or gross negligence.

Where a seaman wants to exercise his rights in accordance with paragraphs 1, 2 and 3, he shall then, at the request of the employer, hand him a medical certificate issued by a medical practitioner stating the illness or injury and indicating that he has been unable to perform his duties due to the illness or injury.

### Article 37

During the course of the service the shipowner shall defray all normal expenses incidental to the care and attendance of a seaman subject to the exceptions mentioned in paragraph 1 of Article 34.

In case a seaman is suffering from illness or injury at the time of termination of the employment he shall be entitled to care and attendance for the account of the shipowner for up to 6 weeks or for up to 12 weeks if the seaman is Icelandic and is enjoying care and attendance abroad. This period shall be reckoned from the date of discharge or, if he is not discharged, from the date on which the ship departs. If an Icelandic seaman is left behind abroad he is also entitled to free passage and maintenance to his domicile in Iceland. If he can be employed in a position which is not lower in rank than the previous position and not less paid, on board a ship scheduled to sail to Iceland or to a port from which is easier to send him to his domicile, he is required to take that position if his health condition allows.

If a seaman 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, in addition to the aforementioned, be entitled to free passage and maintenance to the place of operation of the ship or to his domicile at the expense of the shipowner, if it does not involve more costs. If the seaman is not domiciled in Iceland, the shipowner may choose to provide free passage with maintenance to the place where the seaman was staying at the time of the engagement, unless the authorities at that place will not allow the seaman to enter the country or make his entry conditional upon a security which he cannot find.

The seaman shall not be entitled to care and attendance or free passage as provided in paragraphs 1-3 of this Article if he himself is to blame for the illness or injury as a result of his own wilful act or gross negligence or if he has fraudulently suppressed the illness or injury at the time of his engagement.

If a seaman who is domiciled in Iceland is suffering from venereal disease or from tuberculosis the Treasury shall defray the expenses incidental to the care and attendance and free passage home provided for in paragraphs 2 and 3.

The shipowner or the Treasury shall not be bound to defray the expenses pursuant to paragraphs 2 and 3, in so far as the seaman is insured in a sickness benefit society or association, in a private insurance company or under any social insurance scheme.

### Article 38

Where after the discharge in a foreign country the master has had to make outlays for the purpose of sending home or care and attendance of a seaman or in respect of any other assistance under social security provisions, which are not chargeable to the shipowner to pay under Icelandic law, and which could not have been avoided, such outlays may be recovered from the Treasury.

The Minister of Transport and Communications may adopt rules on the care of seamen suffering from illness or injury and on their repatriation.

### **Death and burial of seamen**

#### Article 39

If a seaman dies the master shall inform his next of kin of the death as soon as possible. The master arranges for the burial or cremation of the deceased seaman if relatives have not made other arrangements. Where the death occurs abroad also the nearest Icelandic consul shall be informed of the death. If cremation takes place the master shall provide for the sending home of the ashes.

The master shall as soon as possible cause an inventory to be made of the effects left on board the ship by the deceased seaman and the correctness of such inventory shall be certified by two witnesses. Where the death occurs abroad the master shall deliver the inventory or a certified true copy of it to the nearest Icelandic consul. If the effects cannot conveniently be kept on board they shall also be delivered to the nearest Icelandic consul.

#### Article 40

If a seaman dies the wages due to him shall run up to and including the date of death provided they have not previously ceased to run due to illness or for other reasons.

If the ship is missing and it is impossible to ascertain when the casualty occurred, wages shall run up to the end of the period of time usually required for a ship such as the lost one for a voyage in the same season from the position where she was last heard of to the destination.

If a seaman dies while he is still entitled to wages under the provisions Article 27 and Article 36 the surviving spouse or any children for whose maintenance the seaman was liable under general rules of maintenance shall be entitled to 1 month's wages in excess of that which is specified in paragraph 1 and 2, provided that the seaman has been in the service of the shipowner for six months prior to his death. If at the time of death the seaman had been employed continuously by the shipowner for four years or longer, as specified before, wages shall be payable for 1 month which, in respect to fishermen shall be equal to one month's salary guarantee as it is at each time but in respect to merchant seamen the payment shall be equal to one month's basic salary of the respective seamen.

It is not permitted to transfer or encumber contractual death grants. nor shall they be subject to seizure, attachment or distraint, nor shall benefit payments be withheld for payment of public levies.

#### Article 41

The shipowner shall defray the expenses of a seaman's burial or cremation and the sending home and entombment of his ashes or body if applicable, provided the seaman dies while he is still entitled to care and attendance.

The Treasury shall defray the expenses mentioned in paragraph 1 provided the seaman dies while he is still entitled to care and attendance in pursuance of paragraph 5 of Article 37 and Article 38 shall be applied as relevant to expenses relating to a seaman's death or burial.

The minister of Transport and Communications may adopt rule on measures regarding a seaman's death.

### **Terms of agreement with the master**

#### Article 42

The shipowner shall arrange for the conclusion of a written agreement with the master setting out the terms of his engagement.

#### Article 43

The provisions of this Act on service agreements shall apply as relevant to the terms of agreement with the master with the amendments resulting from Articles 44-48.

#### Article 44

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

#### Article 45

The shipowner shall at any time be entitled to dismiss the master. If the master is dismissed from his position before his service period is over and without permission pursuant to Article 47 he shall be entitled to compensation for any loss or damage resulting from the dismissal.

Where there are no other proofs of the amount of damage the master is entitled to three months' wages as well as travel costs and maintenance to the port where the termination of engagement is to take place or to an Icelandic port, if he has been dismissed in a foreign country.

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.

#### Article 46

The master shall have the same right and duties as other crew members in case of illness or injury as referred to in Article 36.

Article 47

If the master is dismissed on account of incompetence, dishonesty, 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.

Article 48

If the ship is lost through a marine casualty or if it is considered to be beyond repair after such casualty or if it is taken out of service of the shipowner by force majeure for an unforeseeable period of time, however, not less than three months, a master's agreement shall terminate unless otherwise provided in the agreement. He shall, however, in return for wages and maintenance 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.

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**Food and sanitary conditions**

Article 61

The master shall see that the crew is furnished with proper and sufficient food.

The Minister of Transport and Communications may lay down rules to that effect.

If the master considers it necessary to reduce food during the voyage the crew shall be entitled to claim compensation.

Article 62

The master shall monitor health issues and cleanliness on board the vessel.

The Minister of Transport and Communications may adopt rules on seafarers' accommodation spaces, their maintenance and cleanliness.