

**Translation: Only the Danish text has legal validity.**

*Consolidated Act no. 742 of 18 July 2005 issued by the Danish Maritime Authority*

## Seamen's Act

(as amended by Act no. 547 of 8 June 2006, Act no. 1563 of 20 December 2006,  
Act no. 349 of 18 April 2007, Act no. 511 of 17 June 2008  
and parts of Act no. 493 of 12 May 2010)

This is an Act to consolidate the Seamen's Act, cf. Consolidated Act no. 766 of 19 September 1995, as amended by section 1 in Act no. 14 of 13 January 1997, section 1 in Act no. 902 of 16 December 1998, Act no. 1088 of 29 December 1999, section 1 in Act no. 277 of 8 May 2002, section 5 in Act no. 1173 of 19 December 2003, section 2 in Act no. 1231 of 27 December 2003 and section 1 in Act no. 1462 of 22 December 2004.

### Chapter I

#### *Introduction*

**Section 1.** For the purpose of this Act, the term “seaman” shall apply to all persons, apart from the master, employed by the shipowner to perform duties on board a ship at sea.

*Subsection 2.* ”Time limited service agreements” are agreements in which the time of termination of employment is determined on the basis of objective criteria such as a particular date, completion of a specific assignment, including a particular voyage, or occurrence of a certain event.

**Section 2.** The following provisions shall apply to persons employed by the shipowner, but not belonging to the crew and to persons employed by persons other than the shipowner:

1. Section 3(1) and (3) in relation to conclusion of a written agreement, etc.;
2. Section 4 in relation to minimum age, medical examination, etc.;
3. Section 9 in relation to the right to demand discharge and passage home in case of pregnancy;
4. Section 18d in relation to leave of service due to compelling domestic reasons;
5. Section 19(2) and (3) in relation to wages, passage home, etc. in case of loss of ship, etc.;
6. Section 27 in relation to care, attendance, etc.;
7. Section 30(5) in relation to expenses incidental to care, attendance and passage home to be defrayed by the Treasury in case of venereal disease or tuberculosis;
8. Section 31 in relation to certain expenses incidental to the illness or injury of the seaman to be defrayed by the Treasury;
9. Section 32 in relation to the master's duty to arrange burials, etc.;
10. Section 34(2) and (3) in relation to costs incidental to burial to be defrayed by the Treasury;

11. Section 53(1) and (3) in relation to the duty to obey orders and make good any damage caused;
12. Section 55 in relation to food and sanitary conditions;
13. Section 57 in relation to periods of rest;
14. Section 59 in relation to the right to bring on board goods, etc.;
15. Section 60 in relation to effects left on board;
16. Section 62 in relation to enforcement measures;
17. Section 63 in relation to the master's duties in case of serious crime; and
18. Section 67(1)(i) and (2) in relation to punishment for certain offences.

*Subsection 2.* After submitting the case to the organizations of the shipowners and seamen involved the Minister of Economic and Business Affairs may lay down rules stipulating that the provisions mentioned in subsection shall apply to catering and other staff employed in a passenger ship to serve the passengers.

*Subsection 3.* The persons referred to in subsections 1 and 2 shall carry out the work which the master finds necessary for the safety of the ship.

*Subsection 4.* The provisions of subsections 1 and 3 shall apply to persons carried on board the ship in pursuance of section 70 of the Merchant Shipping Act.

## Chapter II

### *The Agreement, etc.*

#### *1. Conclusion and Termination of Agreement*

**Section 3.** The Minister of Economic and Business Affairs may lay down rules stipulating the employer's duty to conclude a written agreement with the employee, among these rules setting out the terms of engagement and the employer's duty to inform the employee of the conditions of the agreement and of the working conditions. The form and contents of the agreement shall be stipulated after consultation with the Ships Inspection Council.

*Subsection 2.* The master may engage the necessary crew on behalf of the shipowner. The master shall with regard to the engagement of engine room staff consult the chief engineer if practicable. He shall also consult the first mate about the engagement of deck hands and the chief steward about the engagement of catering staff.

*Subsection 3.* Renewal of several successive time limited service agreements may occur only if the conditions in section 5(1) in Act on time limited employment have been met.

**Section 4.** No person under the age of 16 years shall be employed on board.

*Subsection 2.* No one may take up service or serve on board until he or she has been subjected to the medical examination prescribed for such duty with a satisfactory result. The employer shall pay the expenses for such a medical examination. The employer shall also pay the expenses for medical examinations of students who have entered into a training agreement with a recognised shipping company, while the Treasury shall pay expenses for medical examinations of other stu-

dents at the approved maritime training institutions where it is required that the student has been subjected to an approved medical examination.

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

*Subsection 4.* For the purpose of protecting young seamen under the age of 20 years the Minister may deviate from the provisions of sections 5, 6, 7, 11, 19, 20, 27, 57 and 58.

**Section 5.** Either party may, unless otherwise agreed in the agreement, terminate the agreement by giving 7 days' notice, cf., however, section 9 in Consolidation Act on Equal Treatment of Men and Women as regards Access to Employment and Maternity Leave, etc. No arrangements shall be made to allow the shipowner a shorter term of notice than that to which the seaman is entitled.

**Section 6.** Unless otherwise agreed in respect of place of discharge, the agreement shall only be terminable to expire in a Danish port of call. Unless otherwise agreed, the agreement can only be terminated to expire in a port in Greenland or the Faroe Islands provided that the seaman is domiciled in Greenland or in the Faroe Islands, respectively.

*Subsection 2.* Where a seaman is not domiciled in Denmark or was not engaged in Denmark, the agreement may also be terminated to expire in a foreign port of call unless that port is entered only for a short call for bunkering or landing of sick or injured persons or for any other reasons to safeguard those on board, the vessel, or the cargo.

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

*Subsection 4.* If a seaman with a time limited service agreement continues to serve after the termination of the service agreement and a new agreement concerning port of discharge is not concluded, subsections 1 and 2 shall apply.

**Section 7.** Where a seaman, who has served on board the same ship or on board ships belonging to the same shipowner for 6 months or on board a ship registered in the Danish International Register of Shipping for 12 months and has given 1 month's notice or such shorter notice as may have been agreed upon, he may notwithstanding any agreement to the contrary terminate the agreement to expire in any port of call. However, he shall not be entitled to be discharged in a foreign port during a short call, cf. section 6(2).

*Subsection 2.* Subject to the written approval of the seaman, further periods of up to 6 months at a time may commence to run, always provided that such approval shall not be given earlier than 1 month prior to the expiry of any period.

**Section 8.** A seaman who is domiciled in Denmark and who has not during the past 3 months had an opportunity of obtaining his discharge in a Danish port shall be entitled to free passage to his domicile provided that he has served on board the same ship or on board ships belonging to the

same shipowner for a continuous period of 6 months. The expenses incidental to the passage with maintenance shall be defrayed by the Treasury and the shipowner in equal shares. The right to free passage home shall not be affected by any opportunities the seaman may have had during the past 3 months of obtaining his discharge in a port in the Faroe Islands or in Greenland unless he is domiciled in the Faroe Islands or in Greenland.

*Subsection 2.* 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.

*Subsection 3.* If a seaman gives notice of termination or hands in his resignation, any claim for free passage home shall be made simultaneously with the notice or resignation.

*Subsection 4.* The passage home shall be arranged by the consul or if there is not a Danish consul on the spot by the master. If the passage home is arranged by the consul, the master shall on demand provide security for the shipowner's share of the expenses.

## *2. A Seaman's Right to Demand Discharge*

**Section 9.** In case of pregnancy, the seaman shall be entitled to demand discharge if it is considered expedient to herself, to the impending childbirth, or to the child. The Minister for Business and Industry may lay down rules governing the right to obtain discharge and the right to free passage with maintenance to the domicile in Denmark at the expense of the Treasury.

**Section 10.** 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 another position of considerable importance to him, or if he is informed of any other circumstances which render it essential to his interests to be able to obtain his discharge. If the ship is thus made unseaworthy, the seaman may demand his discharge in pursuance of the first sentence of this subsection only if a competent substitute can be procured.

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

**Section 11.** The seaman shall be entitled to demand to be discharged if:

1. the ship is unseaworthy or the crew accommodation unhealthy and the master neglects to remedy the defects;
2. the master neglects to have the ship surveyed in contravention of section 56; 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.

*Subsection 2.* A seaman obtaining his discharge under subsection 1 shall be entitled to compensation and free passage with maintenance under the provisions of section 18(1) and (2).

**Section 12.** The seaman shall be entitled to demand discharge if, after his engagement, it turns out that a malignant epidemic disease is prevailing in a port for which the ship is bound.

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

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

*Subsection 4.* If the seaman obtains discharge, the shipowner shall pay three quarters and the seaman one quarter of the expenses incidental to passage and maintenance to his domicile or, according to the directions of the shipowner, to the place of engagement. The Treasury shall reimburse the shipowner one-third of the expenses the shipowner has paid for the seaman's passage and maintenance to his domicile or place of engagement.

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

**Section 13.** If a seaman is engaged for a definite voyage and the voyage is materially altered, he may demand discharge; the provisions of section 12(3), 1st and 2nd sentences shall apply by analogy.

*Subsection 2.* If the seaman obtains discharge, he shall be entitled to wages for one month after the termination of the employment. 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.

**Section 14.** If the ship loses the right to fly the Danish flag, the seaman may demand discharge unless otherwise provided in the agreement.

*Subsection 2.* The same shall apply if the ship is taken over by another Danish 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.

*Subsection 3.* If the seaman's agreement is terminated under the provisions of subsection 1, he shall be entitled to compensation and free passage with maintenance in pursuance of section 18(1) and (2).

**Section 15.** A seaman who, according to the agreement or to the provisions of this chapter, 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 section 18 d(1).

*Subsection 2.* If evidence is to be given before a maritime court, he shall remain on the spot against wages and maintenance until such evidence has been given.

### *3. The master's right to dismiss a seaman*

**Section 16.** The master may dismiss a seaman who is unfit to perform his duties for a considerable time by reason of illness or injury, however, cf. section 9 in Consolidation Act on Equal Treatment of Men and Women as regards Access to Employment and Maternity Leave, etc., or is suffering from an illness which involves danger to those on board. Sections 29 and 30 about the right to wages, etc. shall apply.

**Section 17.** The master may dismiss a seaman if

1. he is found incompetent to perform his duties;
2. he fails to join the ship in due time and the ship is to depart or a substitute must be engaged in his place;
3. he is guilty of gross breach of duty such as repeated disobedience, violent behaviour towards other persons on board, or drunkenness;
4. he is guilty of theft or any other serious crime;
5. he lays the ship open to serious difficulties by concealing persons on board;
6. he conceals goods on board the ship which are liable to customs duty or the exportation of which from the port of departure or the importation to the port of destination is prohibited; or
7. he, in contravention of section 64, lays a dispute about the employment before a foreign authority.

*Subsection 2.* If the master intends to dismiss a seaman in pursuance of items 3-7 of subsection 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.

*Subsection 3.* If a seaman is dismissed in pursuance of subsection 1, he shall not be entitled to wages for a longer period than he has served. If on dismissal in pursuance of subsection 1(ii) it appears that the seaman cannot be blamed and that he is incapable of performing his duties by reason of illness or injury, he shall, however, be entitled to wages under the provisions of section 29(2).

**Section 18.** Where a seaman is dismissed on grounds other than those mentioned in sections 16 and 17, he shall be entitled to two months' wages after the termination of the employment unless general rules of compensation entitle him to a larger amount.

*Subsection 2.* In addition, where a definite port of discharge has been agreed upon, he shall be entitled to free passage with maintenance to that port and, if the agreement under section 6 can be terminated to expire in a Danish port only, he shall be entitled to free passage with maintenance to such port or if he is domiciled in Denmark to his domicile.

*Subsection 3.* Subsections 1 and 2 shall not apply where a seaman is dismissed by notice in a place of discharge agreed upon or provided by section 6 according to the decision of the master before the expiry of the time-limit with wages and maintenance till the expiry of that limit.

*3 a. The seaman's right to leave service in case of danger of war, etc.*

**Section 18 a.** The seaman shall be entitled to leave service on board immediately and otherwise in the first port or roads on which the ship is to call if the ship before leaving port receives instructions to sail to another area where

1. there is danger of the ship being seized by belligerents or being exposed to war damage or a similar dangerous situation, or
2. such danger has increased materially.

*Subsection 2.* If the ship after leaving port gets instruction to sail to an area as mentioned in subsection 1(i), the seaman shall always be entitled to leave service on board.

*Subsection 3.* If after the ship's leaving from the last port of call a situation occurs as mentioned in subsection 1(ii), the seaman shall be entitled to leave service on board if for some other reason connection is established with land.

*Subsection 4.* It is the duty of the master by posting or in any other manner to notify the crew of the itinerary of the ship and any changes therein.

*Subsection 5.* Demands for discharge shall be made as soon as possible after the seaman has become aware of the circumstances.

**Section 18 b.** If the seaman signs off according to the provisions of section 18 a, either party may irrespective of the provisions of section 6 concerning port of discharge terminate service subject to the agreed notice or the notice of termination mentioned in section 5 or section 37.

*Subsection 2.* If notice of termination of service is given according to subsection 1, the shipowner shall pay 65 per cent, the Treasury 25 per cent and the seaman 10 per cent of the expenses incidental to passage and maintenance to the seaman's domicile or according to the directions of the shipowner, to the place of engagement. The shipowner shall advance the share of the Treasury which will be refunded by the Danish Maritime Authority.

*Subsection 3.* Subsection 2 shall not apply if a similar engagement can be obtained for the seaman on board another Danish ship at the place of discharge.

*Subsection 4.* The shipowner shall defray expenses for the maintenance of the seaman while staying at the place of discharge.

*Subsection 5.* As long as the engagement exists, section 35 shall apply correspondingly to employees of the ship.

### *3 b. Seamen' exemption from duty, etc. in connection with pregnancy and childbirth*

**Section 18 c.** The Minister of Economic and Business Affairs shall lay down rules regarding seamen' exemption from duty owing to pregnancy and childbirth.

*Subsection 2.* A seaman has the right to pregnancy/maternity pay if she leaves service on board owing to pregnancy or she demands discharge under section 9. This shall apply only for the period during which she is unemployed and for no more than 2 months after her discharge.

*Subsection 3.* If the seaman's service agreement is time limited, the shipowner's duty to pay wages under subsection 2 shall not exceed the time of which the employment is to terminate according to the agreement.

### *3 c. Seamen' exemption from duty due to compelling family reasons*

**Section 18 d.** A seaman is entitled to leave without wages in cases of compelling family reasons such as sickness or accident making the seaman's immediate presence urgently necessary at home (force majeure).

*Subsection 2.* During the leave of service, the seaman may terminate the service agreement with the notice stated in the agreement or the notice stated in section 5 or section 37, regardless of the provisions in section 6 concerning the port of discharge.

### *4. Termination of Agreement in Case of Loss of Ship*

**Section 19.** If the ship is lost through a marine casualty or if it is considered to be beyond repair after such casualty, 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.

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

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

### *5. Some General Provisions in Relation to Discharge*

**Section 20.** 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. He shall also be entitled to remain in the service provided this would not be held to be unreasonable.

#### *6. Calculation and Payment of Wages*

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

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

*Subsection 3.* Wages shall not accrue for any time during which the seaman unlawfully evades service.

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

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

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

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

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

*Subsection 3.* The right of a seaman to a share in the saved wages shall not exceed the amount of the wages accruing to him.

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

**Section 24.** A seaman may only demand payment of wages when the ship is in port and in the same country only once every seventh day.

*Subsection 2.* Wages shall be paid in cash unless the seaman demands a draft on the shipowner. Payment may be demanded in local currency at the current rate of exchange.

*Subsection 3.* A seaman may require that wages be paid by means of monthly allotments in favour of a specified person in Denmark or be deposited in a Danish monetary institution. He may, however, not require payments to be made under more than three concurrent allotment notes.

*Subsection 4.* A seaman may free of expense remit wages to Denmark from abroad through a Danish consul. Such remittance shall be made for the account and risk of the Treasury.

**Section 25.** Without the consent of the seaman, deduction from wages may, apart from such amount as the shipowner shall be bound by statutory provisions to withhold, only be made as regards amount to meet compensation claims which he has incurred during his service. Deduction shall be made from wages paid to the seaman in preference to wages paid by way of allotment unless the seaman should decide otherwise.

**Section 26.** The seaman shall be given a monthly account of wages earned as well as additional payments, wages paid, and the rate of exchange in case payment has been made in any other currency than the one agreed upon.

#### *7. Care, Attendance, Sickness Payment, etc.*

**Section 27.** A seaman shall submit himself to an examination by a medical practitioner upon demand of the master.

*Subsection 2.* 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.

*Subsection 3.* Medical examinations made in pursuance of subsections 1 and 2 shall be free of expense to the seaman.

*Subsection 4.* 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 maintenance, medical assistance, and medicine.

*Subsection 5.* 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 him brought ashore provided satisfactory precautions against the danger cannot be taken on board.

*Subsection 6.* In case a seaman who is ill or injured cannot take care of his personal belongings, the master shall take charge of them.

*Subsection 7.* Where a seaman who is ill or injured is left behind abroad, the master shall leave him in the care of the local consul, or if there is not a Danish consul on the spot, ensure him proper care and attendance otherwise and notify the nearest Danish consul. Upon request of the seaman, the master shall inform his next of kin.

**Section 28.** Where the master in a foreign country leaves a sick or injured seaman in the care of the Danish consul, the consul may demand security for the expenses to be defrayed by the shipowner in pursuance of sections 30 and 34 incidental to the care and burial of a seaman.

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

*Subsection 3.* The seaman may require wages to which he is entitled to be handed over to him unless such wages shall 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.

**Section 29.** During the service, the seaman shall be entitled to wages even though he is unfit to perform his duties by reason of illness or injury.

*Subsection 2.* 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. If no definite indications of illness or injury have been shown to exist, he shall not be entitled to wages for more days than he has served on board. If he is suffering from venereal disease, the Treasury shall defray his wages.

*Subsection 3.* Wages shall not accrue under subsections 1 and 2 for any time during which the seaman 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, apart from venereal disease, after his engagement as a result of his own wilful act or gross negligence.

**Section 30.** During the course of the service, the shipowner shall defray all expenses incidental to the care and attendance of a seaman subject to the exceptions mentioned in subsections 4-6.

*Subsection 2.* In case a seaman is suffering from illness or injury at the time of termination of the employment, he shall, except as provided in subsections 4-6, be entitled to care and attendance for the account of the shipowner for up to 12 weeks, not exceeding, however, 2 weeks after the arrival in the country in which he is domiciled. This period shall be reckoned from the date of discharge or, if he is not discharged, from the date on which the ship departs.

*Subsection 3.* 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 be entitled to free passage and maintenance to his domicile at the expense of the shipowner. If the seaman is not domiciled in Denmark, 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.

*Subsection 4.* The seaman shall not be entitled to care and attendance or free passage as provided in subsections 1-3 if he fraudulently suppressed the illness or injury at the time of his engagement. The same shall apply if after his engagement he contracts an injury or an illness, apart from venereal disease, through his own wilful act or gross negligence.

*Subsection 5.* If a seaman who is domiciled in Denmark 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 subsections 2 and 3, cf. subsection 4.

*Subsection 6.* The shipowner or the Treasury shall not be bound to defray the expenses pursuant to subsections 2 and 3, cf. subsection 4, in so far as the seaman is insured in a foreign sickness benefit society or association, in a private insurance company or under any social insurance scheme.

**Section 31.** 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 Danish law, and which could not have been avoided through the intermediary of a Danish consul, such outlays may be recovered from the Treasury.

## *8. Death and Burial*

**Section 32.** If a seaman dies, the master shall inform his next of kin and arrange for his burial or cremation. Where the death occurs abroad, also the nearest Danish consul shall be informed of the death. If cremation takes place, the master shall provide for the sending home of the ashes.

*Subsection 2.* 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. The correctness of such inventory shall be certified by two witnesses. Where the death occurs abroad, the master shall deliver the inventory to the nearest Danish consul. If the effects cannot conveniently be kept on board, they shall be delivered to the consul.

**Section 33.** 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 under the provisions of this chapter.

*Subsection 2.* 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.

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

**Section 34.** The shipowner shall defray the expenses of a seaman's burial or cremation and the sending home and entombment of his ashes, provided the seaman dies during the course of the service or while he is still entitled to care and attendance as provided in section 30(2).

*Subsection 2.* The Treasury shall defray the expenses mentioned in subsection 1 provided the seaman dies while he is still entitled to care and attendance in pursuance of section 30(5).

*Subsection 3.* Section 30(6) and section 31 exempting the shipowner or the Treasury from certain expenses incidental to the care and attendance of a seaman suffering from illness or injury shall apply by analogy to expenses incidental to the death of a seaman.

#### *9. Special Provisions Relating to Company Employment*

**Section 35.** Where it has been agreed that the employment of the seaman has been attached to the shipping company, so that the employment shall continue after the termination of the service on board the individual vessel, section 18 d regarding leave of service without pay, and the provisions regarding payment in section 18 c(2) and (3), section 29, and section 33(3) shall apply although the seaman is not employed on board one of the company's ships at the time where the leave of service begins or the time where the disability or death occurs. Sections 30 and 34 shall by analogy apply provided the illness, the injury or the death occurs during a stay outside the country of domicile of the seaman ordered by the shipowner.

*Subsection 2.* The right to care and attendance shall, however, only apply to care and attendance outside the country of domicile for a period of up to 12 weeks after the occurrence of the illness or the injury. The provisions of section 29 shall not apply in case the illness occurs while on pregnancy and/or maternity leave.

#### *10. Special Provisions Relating to Agreements Concluded with Ships Officers*

**Section 36.** The aforesaid provisions shall apply to ship's officers' agreements subject to the modifications and additions contained in sections 37-45.

*Subsection 2.* Ship's officers are chief stewards, engineers, radio officers, and mates. Subsection 1 as well as sections 37-45 shall also apply to other staff members employed by the shipowner to serve on board the ship and who hold corresponding, leading positions.

**Section 37.** Either party may unless otherwise agreed upon terminate the agreement by giving 3 months' notice, however, cf. section 9 of Consolidation Act on Equal Treatment of Men and Women as regards to Employment and Maternity Leave, etc. Service agreements limited to a certain period of time may be terminated with 1 month's notice within the first 6 months of the start of the service agreement unless the agreement states otherwise. Service agreements of a strictly temporary nature which are time limited may, however, be terminated with 7 days notice unless the agreement states otherwise.

*Subsection 2.* The minimum term of notice that may be agreed upon on the part of the shipowner shall be 1 month for the first year of service, and 3 months for the subsequent years. This

shall not apply, however, if the shipowner shows that an agreement of a strictly temporary nature has been entered into and that the service agreement does not exceed 1 month.

**Section 38.** If a ship's officer is unfit to perform his duties for a considerable time by reason of illness or injury, or if he is suffering from an illness which involves danger to those on board, he may be dismissed notwithstanding the provisions laid down in the agreement in respect of port of discharge.

**Section 39.** The ship's officer's right to demand discharge under section 7 shall be subject to not less than 3 months' notice of termination of the contract or the specified notice where a shorter term of notice has been agreed upon.

**Section 40.** If the contract had been terminated to expire when the ship's officer became unfit to perform his duties, or if it is terminated thereafter, section 29(2), cf. section 35, about the right to sickness payment shall only apply provided the term of notice expires within two months after the discharge. In that case, the right to sickness payment shall lapse two months after the discharge. If the officer becomes unfit to work while not employed on board one of the company's ships, the two months shall be reckoned from the occurrence of the disablement.

**Section 41.** Section 35, cf. section 40, about the right to sickness payment etc. shall apply regardless of whether the officer's employment is connected with the shipping company so that his employment with the shipowner continues even if the employment on board the individual ship is terminated.

**Section 42.** If a ship's officer who has been employed continuously with the shipping company for 12, 15, or 18 years is dismissed, the shipowner shall pay an amount equalling 1, 2, or 3 months' wages respectively when the officer is discharged.

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

*Subsection 3.* If, when signing off, the officer terminates his contract with the shipowner, and he has joined the pension scheme concerned before the age of 50, the resignation supplement shall lapse.

*Subsection 4.* Subsection 3 of this section shall not apply if, on 1 July 1997, by collective agreement, the question of reduction or annulment of the resignation supplement had been taken into consideration, as a consequence of a pension scheme from the shipowner.

*Subsection 5.* Subsection 1 shall also apply where the officer is unfairly dismissed.

**Section 43.** If no satisfactory reasons can be advanced in support of the dismissal of an officer who had been in the continuous employment of the shipping company for not less than 12 months preceding the dismissal, either in the circumstances relating to the officer or to the shipping company, the company shall be liable to pay compensation, the assessment of which shall be based on

the duration of the officer's employment and on other facts relating to the matter, always provided that the amount of compensation shall not exceed 3 months' wages.

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

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

**Section 44.** If a ship's officer is unfit to perform his duties by reason of illness or injury, this shall be considered lawful absence unless he fraudulently suppressed such illness or injury at the time of his engagement, or if he contracted the illness or injury through his own wilful act or gross negligence after the engagement.

**Section 45.** Where a ship's officer is dismissed on grounds other than those mentioned in section 17, he shall be entitled to wages for 3 months after the termination of the agreement unless the general rules of compensation entitle him to a larger amount. Moreover, section 18 about the right to free passage and about discharge before the expiry of the notice of termination shall apply.

#### *11. Agreement with the Master*

**Section 46.** The shipowner shall arrange for the conclusion of a written agreement with the master setting out the terms of his engagement. The provision in section 3(1) shall apply by analogy.

**Section 47.** The shipowner may at any time be entitled to dismiss the master, however, cf. section 9 in Consolidation Act on Equal Treatment of Men and Women as regards Access to Employment and Maternity Leave, etc.

*Subsection 2.* 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.

*Subsection 3.* Otherwise sections 37-38 about termination of the agreement by notice, and also sections 40-45 about the right to wages etc. shall apply.

**Section 48.** If the ship is lost through a marine casualty or if it is considered to be beyond repair after such casualty, the master's agreement shall terminate unless otherwise provided in the agreement. He shall, however, in return for wages and 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.

*Subsection 2.* The provisions of section 19(2) and (3) shall apply by analogy.

**Section 49.** The following provisions shall apply to the master with the necessary exemptions:

1. Section 4(2) about medical examinations;
2. Section 6(1) about place of discharge;
3. Section 7(1), cf. section 39, about discharge after six months unless otherwise provided;
4. Section 8 about free passage home after 6 months' service;
5. Section 14(1), cf. subsection 3 about the right to demand discharge if the ship loses the right to fly the Danish flag;
6. Section 18c about the seafarer's pregnancy and childbirth;
7. Section 18d about the seafarer's right to leave of service due to compelling family reasons;
8. Sections 29 and 30, cf. sections 35, 40 and 41, about wages, care and attendance and free passage in case of illness or injury;
9. Section 31 about the shipowner's right to recover certain expenses from the Treasury;
10. Section 32 and 34 about burial or cremation and about handling of effects left on board;
11. Section 33(3), cf. sections 35 and 41, about wages due after death;
12. Section 57 about hours of rest; and
13. Section 61 about compensation for the loss of personal effects.

**Section 50.** Where it is agreed that the master shall be entitled to a share in the ship's freight earnings (primage) or in any other earnings of the voyage, including allowance for demurrage, or a share in the shipowner's profit (commission on profit), the shipowner shall pay a proportionate part of the aforesaid income if the agreement is terminated before the completion of the voyage or before the end of the fiscal year.

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

### Chapter III *Service on Board Ship*

#### *1. Direction of Work on Board Ship*

**Section 51.** The master shall have the highest authority on board the ship.

**Section 52.** The duties shall be assigned with due regard to the rating of each person on board and if practicable to the promotion of their professional proficiency.

## *2. General Duties in the Service*

**Section 53.** A seaman shall obey the orders he receives in the service and shall by a distinct reply show that he has understood them. Moreover he shall observe the regulations for the maintenance of order on board the ship.

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

*Subsection 3.* The seaman shall make good any damage caused by errors or by neglect of duty.

## *3. Precautions against Accidents and Health Risks*

**Section 54.** (Repealed).

## *4. Food and Sanitary Conditions*

**Section 55.** The master shall ensure that the crew is furnished with proper and sufficient food. The Minister of Economic and Business Affairs may lay down regulations to this effect.

*Subsection 2.* If the master considers it necessary to reduce food during the voyage, the crew shall be entitled to claim compensation.

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

*Subsection 4.* The master shall supervise the sanitary conditions and the cleanliness on board. The Minister of Economic and Business Affairs may lay down rules to that effect.

## *5. Considerations of Seaworthiness*

**Section 56.** Whenever more than half of the crew complain about the seaworthiness of the ship for the purpose of the contemplated voyage, the master shall be bound to cause a control survey to be held in accordance with the rules laid down in the Merchant Shipping (Inspection of Ships) Act<sup>1</sup>. In a foreign port where there are no facilities for holding a control survey under these rules the master shall apply to the local authorities for appointment of surveyors.

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

*Subsection 3.* If it appears at the survey that the complaint was unfounded, the loss shall be made good in pursuance of section 53(3).

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<sup>1</sup> Now, the Act on Safety at Sea, cf. Consolidated Act no. 627 of 26 July 2002.

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

#### *6. Hours of Rest etc.*

**Section 57.** Seamen shall have regular, undisturbed periods of rest, adequate to ensure health and safety. The Minister of Economic and Business Affairs may lay down rules about the hours of rest and hours of work. The provisions of hours of work do not apply to merchant ships.

#### *7. Right to Go Ashore in Spare Time*

**Section 58.** During the ship's stay in port or in a safe anchorage, a seaman shall be entitled to go ashore in his spare time provided his remaining on board is not required for the purpose of the safety of the ship, her cargo, or those on board, the performance of necessary ship's work or the impending departure or shifting of the ship.

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

#### *8. The Seaman's Personal Effects etc.*

**Section 59.** A seaman may for his own personal use bring on board things in reasonable quantity provided that this may not cause inconvenience to ship or cargo or involve risk of disorder on board. He must not bring on board goods for sale for his own account or for the account of any other person except with the master's permission.

*Subsection 2.* The seaman shall be liable to pay freight on goods unlawfully brought on board. The provisions of section 53(3) shall apply where the goods cause damage.

*Subsection 3.* It shall not be allowed to bring on board narcotics or other dangerous drugs; nor shall it be allowed to bring on board arms or ammunition except with the master's permission.

*Subsection 4.* If the master has reason to suspect that goods have unlawfully been brought on board, he may have the seaman's quarters searched. The seaman concerned shall be entitled to be present at the search.

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

**Section 60.** Effects left on board by a seaman on the termination of his service shall be taken into custody at his expense. The master shall as soon as possible cause an inventory of the effects to be made. The correctness of the inventory shall be certified by two witnesses.

*Subsection 2.* Where the effects cannot reasonably be held in custody out of regard to their nature, the expenses or other circumstances they may be sold in a warrantable manner. The same shall apply if the seaman has not within 12 months applied to the shipowner to obtain delivery of the effects belonging to him.

**Section 61.** Where the effects belonging to a seaman on board the ship have been damaged or lost on account of the loss of the ship, by reason of piracy, fire, or other average, the shipowner shall be liable to pay compensation. The Minister of Economic and Business Affairs shall lay down specific rules to that effect. Deduction may be made for clothing with which the seaman has been supplied in pursuance of section 19(2).

#### *9. Order on Board Ship*

**Section 62.** The master shall be empowered to take the necessary steps to maintain order on board the ship.

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

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

**Section 63.** If a serious crime is committed on board the ship at a time when the ship is not in a Danish port, the master shall as soon as possible take a preliminary statement which shall be entered in the log book. This shall not apply, however, if the crime is committed on foreign territory and is prosecuted by the local authorities.

*Subsection 2.* The master shall take all possible care that a suspect does not escape pending the reference of the matter to a Danish consul or the police in Denmark. The master may for this purpose take the required measures provided that such measures are not harsher than those called for by the circumstances. If the crime committed is an act which falls under article 3 in the IMO Convention for the Suppression of Unlawful Act against the Safety of Maritime Navigation (SUA), 1988, the master may surrender the suspect to the proper authority outside the country.

*Subsection 3.* The master shall as soon as practicable and before entering territorial waters of a state where he intends to surrender a suspect inform the authorities of the state concerned of his intention to surrender such a person and the reasons for this.

*Subsection 4.* Objects assumed to be of importance as evidence shall be taken into custody by the master. The master shall give the necessary information to the authority where the suspect is surrendered, and hand over the objects taken into custody.

#### Chapter IV *Disputes Concerning the Employment*

**Section 64.** A seaman may require the account of wages drawn up by the master to be referred to the Danish Maritime Authority.

*Subsection 2.* If a dispute arises between the master and a seaman about the account of wages or other terms of employment while the ship is abroad, the dispute may be referred to a Danish consul. The dispute may not be laid before a foreign authority.

*Subsection 3.* The decision of the Danish Maritime Authority or the consul shall be the final administrative ruling. If the seaman has no other venue in Denmark, an action may be brought against him in the judicial district in which the ship has her home port.

*Subsection 4.* If the decision involves payment of an amount exceeding DKK 500, the consul may if it is warranted by the facts of the case decide that the amount shall be deposited with him in full or in part. An amount deposited together with a copy of the consul's decision shall be forwarded to the Danish Maritime Authority. The amount shall be paid after the expiry of six months unless the dispute has been brought before a court of law before that time.

*Subsection 5.* Subsections 2 and 3 shall not apply if anything else follows from the Act on the Brussels I Directive, etc., including orders issued pursuant to this Act.

#### Chapter IV a *Signing on and off*

**Section 64 a.** The Minister of Economic and Business Affairs may lay down rules in relation to signing on and off as well as rules in regard to the master's assignment to service on board.

*Subsection 2.* The Danish Maritime Authority shall observe that the regulations laid down by the legislation regarding the seaman in question are complied with, including especially the requirements of age, health, education and training.

*Subsection 3.* When signing on crew, the master shall ensure that the regulations laid down by the legislation regarding the seaman in question are complied with, including especially the requirements of age, health, education and training.

*Subsection 4.* The Minister of Economic and Business Affairs may decide, following agreement with the relevant minister, that the powers of the Danish Maritime Authority under subsection 2 shall be carried out by other public authorities and may lay down regulations hereon.

**Section 64 b.** The Danish Maritime Authority may require the information from the shipowner or the master as to the ship and the crew which is necessary in regard to inspection of the ship's compliance with legislation in relation to ship's crew. Furthermore, the Danish Maritime Authority is entitled to make investigations which are necessary in regard of the inspection.

*Subsection 2.* The Minister of Economic and Business Affairs may lay down rules about the proof of the signing on and discharging and crew-schedules as well as rules for the issue, use and registration of ID of seamen, including the rejection of an application to issue an ID or the revocation of ID already issued, if the person in question is thought to pose a risk to security. The Minister may also lay down rules for the payment of the issue of such documents, etc.

## Chapter V *Punishment for Offences*

**Section 65.** If the shipowner fails to fulfil his obligations in pursuance of section 64(i) and section 49(i) and (xii) and section 64b(1), he may be liable to a fine.

*Subsection 3.* Companies, etc. (legal entities) are punishable according to the rules in chapter 5 of the penal code.

**Section 66.** Unless more severe punishment is otherwise provided by law, the master or the person who is acting in his place

1. shall be liable to a fine or imprisonment for up to 4 months if he
  - (a) intentionally or through gross negligence takes more severe enforcement measures than prescribed by section 62 and section 63(2); or
  - (b) disregards his duties provided by section 12(2) and (3), section 18a(1)-(4), section 18b(4) and(5), sections 27 and 55.
2. shall be liable to a fine if he
  - (a) employs anybody on board the ship in contravention of sections 4 and 57; or
  - (b) disregards his duties prescribed in section 32, section 56(1), (2) and (4), section 60, section 63(3) and (4), section 64 a(3), section 64b(1), and section 74.

**Section 67.** Unless more severe punishment is otherwise provided by law, the seaman shall be liable to a fine if he

1. disregards his duties prescribed in section 53(1), and section 62(2), second sentence.
2. against his better judgement puts forward or is a party to a complaint as dealt with in section 56 and a control survey is thereby caused to be held.

*Subsection 2.* In case of contravention of subsection 1, proceedings shall be instituted only upon request of the shipowner or the master.

**Section 68.** (Repealed).

**Section 69.** (Repealed).

**Section 70.** Regulations laid down in pursuance of the act may provide for the imposition of a fine.

*Subsection 2.* Companies, etc. (legal entities) are punishable according to the rules in chapter 5 of the penal code.

**Section 71.** If a master is found guilty of contravention of section 66(i)(a) or(b), the court may in aggravating circumstances suspend his certificate of competency as a master, mate or engineer officer for a definite period of time of up to 5 years or cancel the said certificate. In that case, the public prosecutor shall send his certificate and transcript of the judgement to the Ministry of Economic and Business Affairs. When 5 years have elapsed since the passing of final sentence, the Minister for Economic and Business Affairs may restore the certificate.

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

## Chapter VI *Special Provisions*

**Section 71a.** The Minister of Economic and Business Affairs may lay down regulations to the effect that reports and other notifications to be made under the Act shall be made digitally and that communication between the Danish Maritime Authority and companies in connection herewith shall be digital. In this connection, the Minister may lay down regulations on the transition to digital reporting and on the use of specific computer systems, special digital formats and digital signature. Furthermore, the Minister may lay down regulations to the effect that the Danish Maritime Authority may exempt a company from digital reporting and digital communication when quite special circumstances so necessitate.

*Subsection 2.* The Minister of Economic and Business Affairs may lay down regulations to the effect that the Danish Maritime Authority may issue certain types of documents without a signature or with automatically given signature or in a similar way so that such documents are legally equal to a document with a personal signature. In regulations issued under the first sentence, it may also be laid down that decisions made solely on the basis of electronic data processing may be issued only with an indication of the Danish Maritime Authority as the sender.

**Section 72.** The Minister of Economic and Business Affairs may lay down rules and regulations to the effect that section 8 about free passage home with maintenance after a certain period of service, section 9 about the right to free passage home at the expense of the Treasury in case of

pregnancy, and section 30 about the right of a sick seaman to free passage shall extend to seamen who are not domiciled in Denmark.

**Section 73.** The Minister of Economic and Business Affairs may lay down further provisions relating to such right to care and attendance in case of illness or injury, to free passage with maintenance in certain cases, and to the sending home of wages for the account and risk of the Treasury and to such duty to arrange for burial or cremation as prescribed by this Act.

**Section 74.** The master shall ensure that a copy of this Act and of any rules and regulations laid down in pursuance of the Act shall be kept on board accessible to the crew.

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

**Section 74a.** The Danish Maritime Authority may, pursuant to section 20a of the Act on Safety at Sea, monitor compliance with this Act and the regulations issued pursuant hereto.

*Subsection 2.* The Danish Maritime Authority attends to the issuance of the necessary certificates and other documentation under this Act pursuant to section 20b of the Act on Safety at Sea.

**Section 74b.** The Danish Maritime Authority may lay down regulations on the conditions that the certificate and the declaration of compliance are to cover.

*Subsection 2.* If the ship is certified pursuant to the International Safety Management Code drawn up by the United Nations' International Maritime Organization, the certificate mentioned in subsection 1 and the declaration of compliance mentioned in subsection 1 may be issued only to the person to whom the document of compliance under the International Safety Management Code has been issued. In special circumstances, the Danish Maritime Authority may grant exemptions from the first sentence.

**Section 75.** The Minister of Economic and Business Affairs may lay down rules dispensing with the provisions of this Act in respect of ships which are not liable to registration and of ships for fishing or any other specific purpose.

**Section 75 a.** The Minister of Economic and Business Affairs may lay down rules about the access to lodge complaints, including that complaints on the decisions of the Danish Maritime Authority cannot be brought before any higher administrative authority.

**Section 76.** This Act shall come into force on such date as the Minister for Economic and Business Affairs may appoint.<sup>2</sup>

*Subsection 2.* The Merchant Shipping (Master's and Seamen's) Act no. 229 of 7 June 1952 shall be repealed.

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<sup>2</sup> The Act was put into force on 1 February 1974 by Order no. 607 of 29 November 1973.

*Subsection 3.* Section 4(1) shall not apply to seamen having attained the age of 15 years at the coming into force of this Act, and who are serving or have served on board a ship.

**Section 77.** This Act shall not extend to the Faroe Islands and Greenland; however, it may by Royal Order be directed that this Act shall come into force as far as Greenland is concerned, subject to such exceptions and exemptions as may be required by the special circumstances of Greenland.

Act no. 14 of 13 January 1997 contains the following entry into force provisions:

### **Section 3**

This Act shall enter into force on 1 February 1997.

### **Section 4**

*Subsection 1.* This Act shall not apply to the Faroe Islands and to Greenland.

*Subsection 2.* This Act may be put into force for Greenland by Royal Decree in part or fully with the amendments deriving from the special Greenland conditions.

*Subsection 3.* (Repealed.)

Act no. 902 of 16 December 1998 contains the following entry into force provisions:

### **Section 4**

*Subsection 1.* This Act enters into force on 1 March 1999.

*Subsection 2.* Regulations issued pursuant to sections 10, 15, 16, 20a, 37 and 46 of Act no. 476 of 30 June 1993 on the marine environment, as amended by among things Act no. 435 of 10 June 1997, and most recently by section 2 of Act no. 317 of 3 June 1998, and pursuant to section 52(2) and (3) of the Seamen's Act, cf. Consolidated Act no. 766 of 19 September 1995, as amended by section 1 of Act no. 14 of 13 January 1997, shall remain in force until they are repealed or substituted by regulations issued pursuant to the Act on Safety at Sea. Contraventions of the regulations shall be liable to punishment in accordance with the regulations in force until now.

### **Section 5**

This Act shall not apply to the Faroe Islands or to Greenland, but section 3 may be put in force by Royal Decree for these regions in full or part with the deviations deriving from the special Faroese or Greenland conditions.

Act no. 1088 of 29 December 1999<sup>3</sup> contains the following entry into force provisions:

### **Section 2**

This Act shall enter into force on 1 January 2000.

### **Section 3**

This Act shall not apply to the Faroe Islands or to Greenland, but may be put in force by Royal Decree for Greenland with the amendments deriving from the special Greenland conditions.

Act no. 277 of 8 May 2002 contains the following entry into force provisions:

### **Section 3**

This Act shall enter into force on 30 June 2002.

### **Section 4**

This Act shall not apply to the Faroe Islands or to Greenland, but may be put in force by Royal Decree for Greenland with the amendments deriving from the special Greenland conditions.

Act no. 1173 of 19 December 2003 contains the following entry into force provisions:

### **Section 8**

*Subsection 1.* The Minister of Economic and Business Affairs shall determine the date when the Act enters into force.<sup>4</sup>

*Subsections 2 and 3.* (Left out).

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<sup>3</sup> This Act contains provisions implementing parts of Council Directive no. 96/34/EEC of 3 June 1996 on the framework agreement on parental leave concluded by UNICE, CEEP and the ETUC (Official Journal 1996 L 145, p. 4).

<sup>4</sup> The Act was put into force on 1 April 2005 by Order no. 153 of 10 March 2005.

## **Section 9**

This Act shall not apply to the Faroe Islands or to Greenland, but may be put in force by Royal Decree for Greenland with the amendments deriving from the special Greenland conditions.

Act no. 1231 of 27 December 2003 contains the following entry into force provisions:

### **Section 3**

*Subsection 1.* This Act shall enter into force on 1 January 2004, cf. however subsection 2.

*Subsection 2.* (Left out).

*Subsection 3.* Regulations issued pursuant to section 64b(2) of the Seamen's Act shall remain in force until they are repealed or substituted by regulations issued pursuant to this Act.

### **Section 4**

This Act shall not apply to the Faroe Islands or to Greenland, but may be put in force by Royal Decree for Greenland with the amendments deriving from the special Greenland conditions.

Act no. 1462 of 22 December 2004<sup>5</sup> contains the following entry into force provisions:

### **Section 3**

Section 1<sup>6</sup> of the Act shall enter into force on 1 January 2005. The Minister of Economic and Business Affairs shall determine the date when section 2 of the Act shall enter into force.

### **Section 4**

This Act shall not apply to the Faroe Islands or to Greenland, but may be put in force by Royal Decree for Greenland with the amendments deriving from the special Greenland conditions.

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<sup>5</sup> This Act contains provisions implementing parts of Council Directive no. 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP (Official Journal 1999 L 175, p. 43) and parts of Council Directive no. 2000/78/EEC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation (Official Journal 2000 L 303, p. 16).

<sup>6</sup> Section 1 contains the amendments deriving from the Seamen's Act.