

**Act No. 1,198 of 27 March 1998 containing the Code of the Sea**

WE, RAINIER III,

BY THE GRACE OF GOD

SOVEREIGN PRINCE OF MONACO

Have sanctioned and sanction the Act set out below, which the National Council adopted at its meeting on 22 December 1997.

**ARTICLE 1**

The provisions on the law of the sea are codified as follows:

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**BOOK I**  
**Organs, authorities and jurisdictions**

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**TITLE I**  
**Council of the Sea**

**Article L.110-1**

A Council of the Sea shall be established for the purpose of examining the bills or draft orders submitted to it in the matters covered by the present Code and formulating an opinion on such texts supported by an explanation of reasons.

The Council may be consulted on any matter connected with the sea, by order of the Prince, at the request of the Minister of State, or pursuant to the law.

**Article L.110-2**

The Council of the Sea shall be presided over by the Minister of State or by a Councillor of Government designated by him. Its members shall be appointed by sovereign order for a term of office of three years, which may be renewed.

Its membership and mode of operation shall be determined by sovereign order.

It may be divided into sections.

**TITLE II**  
**Commission of Inspection**

**Article L.120-1**

A Commission of Inspection shall be established for the purpose of carrying out initial inspections on the commissioning of vessels, annual inspections and special inspections as prescribed by the law and by sovereign order.

It shall ensure in all cases that the vessel satisfies the requirements of the laws and regulations, in particular with respect to the safety of the vessel, its crew and any other persons on board, and the protection of the marine environment.

On the proposal of the Commission of Inspection, the Minister of State may order the immobilization of a vessel.

When a case is brought before a court of first instance, its president may, as an interim ruling, order the revocation of the measures ordered under the preceding paragraph.

**Article L.120-2**

The membership and mode of operation of the Commission of Inspection shall be determined by sovereign order.

**TITLE III**  
**Director of Maritime Affairs**

**Article L.130-1**

The Director of Maritime Affairs is the head of the State service established by sovereign order and has the following functions:

To ensure the application of the regulations on the status of vessels;

To monitor compliance with the regulations on navigation and safety on board;

To ensure respect for the status of seamen;

To levy various taxes and duties;

To report infringements of the laws and regulations for whose application he is responsible.

**Article L.130-2**

The Director of Maritime Affairs, or any official or agent duly appointed and sworn for this purpose, may verify on any vessel the existence of a valid safety certificate.

This certificate shall be accepted, unless there exist good reasons for thinking that the condition of the vessel or its equipment are substantially different from what is stated on the certificate.

On the proposal of the Director of Maritime Affairs, the Minister of State may order the immobilization of a vessel if no certificate can be produced or if the vessel constitutes a danger to the crew and other persons on board or to the marine environment.

When a case is brought before a court of first instance, the president may order, as an interim measure, the revocation of the measures ordered under the preceding paragraph.

If the inspection gives rise to intervention of some kind, the Director of Maritime Affairs must immediately inform the consul of the State in which the vessel is registered in writing of all the circumstances which resulted in such intervention being regarded as necessary.

#### TITLE IV Director of Public Safety, Chief of the Maritime Police

##### Article L.140-1

The Director of Public Safety, Chief of the Maritime Police, shall exercise, on the quays of the ports and in other port facilities, as well as in internal and territorial waters, the same powers as he exercises in the other parts of the territory, in particular with respect to the safety of persons and property. He shall be responsible for monitoring the passengers and crews of all vessels, with the exception of warships.

He shall also be responsible for:

1. The policing of fishing and shipping in the territorial waters and adjacent zones, as defined in article L.210-3, in accordance with the provisions of the international conventions;
2. The organization and management of sea rescue operations, when necessary calling upon the assistance of any of the specialized services.

#### TITLE V Reporting of violations

##### Article L.150-1

Subject to specific provisions, violations of the present Code shall be reported by the officers and men of the criminal police and by the authorized agents of the Department of Maritime Affairs appointed and sworn for this purpose.

They shall also be reported by officials and agents of the State or of the public agencies responsible for levying the charges or effecting the controls prescribed by the laws and regulations who are duly appointed and sworn for this purpose.

##### Article L.150-2

Persons who impede or attempt to impede the exercise of the functions of the persons responsible for reporting violations of the present Code shall be sentenced to a term of imprisonment of between six months and three years and to the fine provided for in article 26, paragraph 4, of the Criminal Code.

**Article L.150-3**

Persons who produce false documents or give inaccurate information shall be liable to the penalties provided for in the preceding article.

**TITLE VI**  
**Operation of ports**

**Article L.160-1**

Ports shall be operated in accordance with the conditions prescribed by law.

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**BOOK II**  
**Monaco's sea areas and marine environment**

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**TITLE I**  
**Territorial waters and sea areas under the jurisdiction of the Principality**

**Article L.210-1.**

The State of Monaco shall exercise sovereignty over its territorial waters and sovereign rights over the sea areas situated beyond the territorial sea in accordance with the conditions prescribed by the international conventions on the law of the sea and by the sovereign orders necessary for their implementation.

**Article L.210-2**

The limits of the territorial waters of the Principality and the limits of the sea areas situated beyond the territorial sea over which the Principality exercises or may exercise sovereign rights shall be determined by the Franco-Monegasque Maritime Delimitation Convention of 16 February 1984.

**Article L. 210-3**

"Adjacent zone" shall mean any zone contiguous with the territorial sea over which the Principality of Monaco exercises or may exercise the rights accorded to coastal States by international law.

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**TITLE II**  
**Anti-pollution measures**

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**CHAPTER I**  
**Procedures and methods**

**Section I**  
**Prevention**

**Article L.221-1**

The procedures and methods for preventing damage caused by various sources of pollution shall be determined by sovereign orders on the basis of the opinion of the Council of the Sea.

**Article L.221-2**

The sovereign orders referred to in article L.221.1 shall specify, inter alia:

1. The list of polluting products and wastes;
2. Prohibitions on or regulation of their use;
3. Information for users on their use and on the precautions to be taken;
4. The safety conditions which must be observed by fixed or movable establishments, works, facilities and installations which may cause pollution;
5. The conditions governing the import, manufacture, distribution, sale and use or the prohibition of equipment which may cause pollution;
6. The conditions under which control samples shall be taken and analyzed.

**Section II**  
**Anti-pollution measures**

**Article L.221-3**

The procedures and methods for eliminating a source of pollution shall be determined by the Minister of State, having consulted the Council of the Sea if necessary.

**Article L.221-4**

The Minister of State shall determine, inter alia:

1. The modalities of research into all sources of pollution of the marine environment, their continuous monitoring, and appropriate measures for eliminating them;
2. Plans to combat the various sources of pollution;
3. The measures and means of intervention required in critical situations;
4. Emergency measures to halt a pollution and make good the damage.

#### Article L.221-5

In the event of damage or a casualty affecting any vessel, aircraft, device or platform transporting or carrying on board harmful or dangerous substances or oil which may constitute a serious danger to the coastline or related interests within the meaning of article 2-4 of the Brussels International Convention of 29 November 1969 relating to Intervention on the High Seas in Cases of Oil Pollution Casualties, the owner or operator of the vessel or the owner or operator of the aircraft, device or platform shall be formally summoned to take all the necessary measures to put an end to the danger.

If this formal summons is not acted upon or has not produced the expected effects within the time limit fixed, or of his own accord in cases of imminent peril, the Minister of State may order the implementation of the necessary measures at the expense and at the risk of the owner or operator and recover the full cost of the measures from the owner or operator.

The provision of goods and services necessary for the implementation of measures taken under this article or under the Brussels International Convention of 29 November 1969 may be effected either by amicable agreement or by requisition.

### Section III Criminal provisions

#### Article L.221-6

Violators of the provisions of the sovereign orders referred to in articles L.221-1 and L.221-2 shall be sentenced to a term of imprisonment of between one and six months and to the fine provided for in article 26, paragraph 4, of the Criminal Code.

If the offence is repeated, the term of imprisonment shall be between six months and one year and the maximum fine provided for in article 26, paragraph 4, of the Criminal Code shall be doubled.

## **CHAPTER II** **Measures to combat oil pollution**

#### Article L.222-1

If the captain of a vessel flying the Monegasque flag and falling within the scope of application of the London International Convention of 12 May 1954 for the Prevention of Pollution of the Sea by Oil effects or allows, in violation of the prohibitions contained in that Convention, the discharge into the sea of oil or mixtures of oil, he shall be sentenced to a term of imprisonment of between one and five years and to the fine provided for in article 26,

paragraph 4, of the Criminal Code, the amount of such fine being multiplied by a factor of 50.

The court may also prohibit the guilty party from commanding a vessel for a period not exceeding five years.

If the offence is repeated, in addition to the application of article 40 of the Criminal Code, the maximum fine resulting from the first paragraph of the present article shall be imposed and its amount may also be doubled. The court may impose a permanent prohibition on commanding a vessel.

#### Article L.222-2

The owner or operator of a vessel or any person other than the captain who orders the discharge of oil or mixtures of oil into the sea in violation of the prohibitions contained in the Convention referred to above shall be liable to the penalties provided for in the preceding article, the maximum amounts being doubled.

#### Article L.222-3

If an offence referred to in article L.222-1 is committed from a vessel flying the Monegasque flag but, owing to its small tonnage, not falling within the scope of application of the London Convention referred to above, the captain shall be sentenced to a term of imprisonment of between six months and three years and to the fine provided for in article 26, paragraph 4, of the Criminal Code, the amount of such fine being multiplied by a factor of 10.

The owner or operator of such a vessel, or any person other than the captain who orders a prohibited discharge, shall be liable to the penalties provided for in the preceding paragraph, the maximum amounts being doubled.

If the offence is repeated, in addition to the application of article 40 of the Criminal Code, the maximum fines shall be doubled.

A prohibition on commanding a vessel may be imposed in all cases in accordance with the provisions of article L.222-1.

#### Article L.222-4

If the engine capacity of a vessel referred to in article L.223-3 is below a level fixed by sovereign order, the following penalties shall apply:

1. The captain shall be sentenced to a term of imprisonment of between six days and one month and to the fine provided for in article 26, paragraph 2, of the Criminal Code or to only one of these penalties;
2. The owner or operator or any person other than the captain who orders a prohibited discharge shall be sentenced to a term of imprisonment of between six months and three years and to the fine provided for in article 26, paragraph 3, of the Criminal Code.

If the offence is repeated, in addition to the application of article 40 of the Criminal Code, the maximum fines shall be doubled.

However, the provisions of the present article shall not apply to tanker ships.

#### Article L.222-5

The penalties provided for in articles L.221-1, L.222-2, L.222-3 and L.222-4 shall be imposed, according to the case, on:



1. A captain who through carelessness, clumsiness, inattention, negligence or failure to observe the rules causes or does not control or prevent a maritime casualty, within the meaning of the provisions of the Brussels Convention of 29 November 1969, resulting in a discharge which pollutes internal waters, the territorial sea or its adjacent zones;
2. An owner, operator or any person other than the captain who causes a discharge to occur under the conditions described above.

#### Article L.222-6

A captain who through carelessness, clumsiness, inattention, negligence or failure to observe the rules causes or does not control or prevent a prohibited discharge as defined in article L.222-1 shall be sentenced to a term of imprisonment of between three months and one year and to the fine provided for in article 26, paragraph 4, of the Criminal Code.

If the offence is repeated, in addition to the application of article 40 of the Criminal Code, the maximum fines shall be doubled.

An owner, operator or any person other than the captain who causes a discharge to occur under the conditions described in the first paragraph of the present article shall be liable to the same penalties.

The sentence of the court shall enjoin the owner or operator of the vessel to carry out the necessary modifications or repairs to prevent accidental discharges in the future. It may prohibit the vessel from putting to sea again before these modifications or repairs have been effected.

#### Article L.222-7

In the event of a discharge of oil or mixtures of oil as defined in article L.222-1 into internal waters or the territorial sea, the penalties provided for in the preceding articles shall be imposed, according to the case, regardless of the vessel's flag, even if the vessel is registered in a State not a party to the above-mentioned London International Convention.

#### Article L.222-8

However, the provisions of articles L.222-1 to L.222-7 shall not apply to discharges made by a vessel in order to safeguard human life, to ensure its own safety or that of another vessel, or to prevent damage to the vessel or its cargo.

Nor shall they apply to discharges resulting from damage or a leak which it was impossible to prevent, provided that all reasonable precautions were taken after the event to halt or reduce the discharge.

#### Article L.222-9

The captain of a vessel to which article L.222-1 applies must keep the oil record book provided for in article 9 of the London International Convention. If he fails to do so, or if the record book contains information known to be inaccurate, he shall be sentenced to a term of imprisonment of between six days and one month and to the fine provided for in article 26, paragraph 2, of the Criminal Code or to only one of these penalties.

He shall be liable to the same penalties if he refuses to present the oil record book following a requisition by the competent authorities or if he attempts to prevent them from examining the book.

#### Article L.222-10

The captain of a vessel to which articles L.222-3 and L.222-4 apply must keep an oil record book in accordance with the conditions determined by sovereign order. If he does not do so, or if the record book contains information known to be inaccurate, he shall be liable to the penalties specified in the preceding article.

He shall be liable to the same penalties if he refuses to present the oil record book following a requisition by the competent authorities or if he attempts to prevent them from examining the book.

However, the foregoing provisions shall not apply to vessels, other than tanker ships, of a capacity of less than 150 gross register tons.

The captain of any vessel carrying oil shall be required, immediately he enters the territorial waters of Monaco, to communicate to the Director of Maritime Affairs a message indicating, *inter alia*, the date and time of his entry into the territorial waters, his position and course, the speed of the vessel and the nature of its cargo.

When such a captain is sailing within 50 miles of the coast, he must report to the same authority any maritime casualty within the meaning of the Brussels Convention of 29 November 1969 which his vessel suffers.

Any captain who infringes the provisions of the fourth or fifth paragraphs of this article shall be liable to the penalties set out in article L.222-9.

#### Article L.222-11

In all cases in which a court rules on a violation of a prohibition or of the regulations on discharges of oil or mixtures of oil, it may also order:

1. That the vessel may not sail for a period of between 15 days and six months if it flies the Monegasque flag;
2. That the vessel may not use the ports of the Principality for a period of between one month and two years if it flies some other flag.

In all cases, if a further violation is committed under the command of another captain, a permanent prohibition may be imposed.

#### Article L.222-12

In the case of pleasure and sports vessels, the penalties provided for in the present chapter shall be applicable to the person who was in fact in charge of the vessel at the time of the offence.

#### Article L.222-13

Any vessel from which one of the offences described in articles L.222-1 to L.222-7 has been committed may be provisionally immobilized by decision of the Procurator-General or an examining magistrate.

The author of the decision may order at any time the lifting of the immobilization order either unconditionally or subject to the deposit of a security, the amount and modalities of payment of which shall be fixed by him.

The conditions of the use and repayment of the security shall be governed by the provisions of articles 193 to 200 of the Code of Criminal Procedure.

At the request of the captain, owner or operator of the vessel, the Chamber of the Council of the Appeal Court,

ruling in accordance with the provisions of book I, title VI, section XII, of the Code of Criminal Procedure, may order the revocation of the immobilization order under the conditions prescribed in the second paragraph of the present article or alter the amount of the security and the modalities of payment previously fixed.

**Article L.222-14**

The owner or operator of a vessel whose captain has been sentenced for an offence under the present chapter shall be held jointly responsible for payment of the fines, costs and damages resulting from such sentence.

**CHAPTER III**  
**Measures to combat pollution resulting**  
**from dumping of wastes and other materials**

**Article L.223-1**

The discharge or dumping at sea, either directly or indirectly, of any wastes or other materials or any waste water which may endanger human health, affect the quality of seawater, harm marine biological resources, fauna or flora, violate agreements, or impede any other legitimate use of the sea shall be prohibited.

**Article L.223-2**

The list of wastes and other materials whose dumping is prohibited in all cases and the list of wastes or other materials whose dumping is subject to administrative authorization shall be determined, on the basis of the opinion of the Council of the Sea, by sovereign orders, which shall also specify the technical conditions for the issue of authorizations.

**Article L.223-3**

The captain of a vessel flying the Monegasque flag and falling within the scope of application of the International Conventions of London of 29 December 1972 and Barcelona of 16 February 1976 and their protocols who, in violation of the provisions of articles L.223-1, L.223-2 and the aforementioned International Conventions, discharges or allows the discharge at sea of wastes or other materials shall be sentenced to a term of imprisonment of between one and five years and to the fine provided for in article 26, paragraph 4, of the Criminal Code, the amount of such fine being multiplied by a factor of 50.

The court may also prohibit the guilty party from commanding a vessel for a period not exceeding five years.

**Article L.223-4**

The owner or operator of a vessel or any person other than the captain who orders the discharge at sea of wastes or other polluting or dangerous materials in violation of the provisions of articles L.223-1, L.223-2 and the London and Barcelona Conventions mentioned above shall be liable to the penalties specified in article L.223-3, the maximum levels of these penalties being doubled.

**Article L.223-5**

The following persons shall be liable, according to the case, to the penalties set out in article L.223-3 or L.223-4:

1. A captain who through clumsiness, carelessness, inattention, negligence or failure to observe the rules causes or does not control or prevent a maritime casualty within the meaning of the Brussels Convention of 29 November 1969 which results in a prohibited discharge of wastes or other materials into internal or territorial waters;
2. An owner or operator of a vessel or any person other than the captain who causes a prohibited discharge under the conditions described above.

**Article L.223-6**

A captain who through clumsiness, carelessness, inattention, negligence or failure to observe the rules causes or does not control or prevent a prohibited discharge shall be sentenced to a term of imprisonment of between three months

and one year and to the fine provided for in article 26, paragraph 4, of the Criminal Code.

If the offence is repeated, in addition to the application of article 40 of the Criminal Code, the maximum fines shall be doubled.

The same penalties shall apply to the owner or operator of a vessel or any person other than the captain who causes a discharge under the conditions specified in the first paragraph of the present article.

The sentence of the court shall enjoin the owner or operator of the vessel to make the necessary modifications or repairs to prevent accidental discharges in the future. It may prohibit the vessel from putting to sea again until such modifications or repairs have been effected.

#### Article L.223-7

However, the provisions of articles L.223-3, L.223-4, L.223-5 and L.223-6 shall not apply to discharges made by a vessel in order to safeguard human life or to ensure the safety of the vessel or of another vessel.

Nor shall they apply to discharges resulting from damage or an event which it was impossible to prevent, provided that all reasonable precautions were taken.

#### Article L.223-8

When a prohibited discharge occurs in internal waters or the territorial sea, the penalties provided for in articles L.223-3, L.223-4, L.223-5 and L.223-6 shall be imposed, according to the case, regardless of the vessel's flag, even if it is registered in a State not a party to the London and Barcelona Conventions mentioned above.

#### Article L.223-9

The provisions of articles L.222-11 to L.222-15 shall apply to the situations covered by the present chapter.

## **CHAPTER IV** **Measures to combat land-based pollution**

### **Article L.224-1**

The dumping or discharge directly or indirectly into surface water or groundwater or into internal or territorial waters of any wastes, objects or other materials which may endanger human life, damage marine biological resources, fauna or flora, compromise the economic or tourism development of the Principality or impede any other legitimate use of the sea shall be prohibited.

### **Article L.224-2**

The list of wastes, objects or other materials whose dumping or discharge is subject to administrative authorization shall be determined by sovereign orders based on opinions of the Council of the Sea.

Such sovereign orders shall also specify the list of wastes, objects or other materials whose dumping or discharge are totally prohibited.

### **Article L.224-3**

Any person who violates the provisions of article L.224-1 or the sovereign orders issued for its implementation shall be sentenced to a term of imprisonment of between one and five days and to the fine provided for in article 29, paragraph 3, of the Criminal Code or to only one of these two penalties.

If the violation occurs as a result of an irregularity in the functioning of an installation, operation of an industrial or commercial establishment, or use of a facility of a similar kind, the penalty shall be imprisonment for a term of between six days and one month and the fine the one provided for in article 26, paragraph 4, of the Criminal Code. However, the provisions of the present paragraph shall not apply to discharges resulting from an unavoidable irregularity provided that all reasonable precautions were taken to halt or reduce the discharge immediately the irregularity became known.

In all cases when the violation causes irreparable damage to the marine environment, the penalty shall be imprisonment for a term of between one and six months and the fine the one provided for in article 26, paragraph 4, of the Criminal Code.

The court may order the execution, within a time limit established by the court, of any works and modifications or any other measures necessary for compliance with the law.

### **Article L.224-4**

The owner or operator of the establishment or installation shall be held jointly responsible for payment of the fines, costs and damages resulting from the sentence imposed on the principal offender.

The same shall apply to owners of the wastes, objects or other materials whose dumping or discharge is prohibited by article L.224-1.

### **Article L.224-5**

Any person who does not carry out any works or modifications which are ordered or does not take the measures ordered pursuant to the fourth paragraph of article L.224-3 shall be sentenced to a term of imprisonment of between

three months and one year and to the fine provided for in article 26, paragraph 3, of the Criminal Code.

At the request of the Procurator-General and in accordance with the conclusions of the State, the court may also, having heard the opinion of the Director of Maritime Affairs and until such time as the works and modifications have been carried out or the prescribed measures have been taken:

1. Either impose a penalty, the amount of which shall be fixed by the court;
2. Or prohibit the use of the installations or facilities or the operation of the establishments which are the source of the pollution until they have been brought up to standard;
3. Or impose the prohibitions provided for in the preceding subparagraph and authorize the Administration to have the works and modifications carried out or the necessary measures taken at the expense of the offenders.

The court may also require the offenders to pay, for the duration of the prohibitions referred to in the two preceding subparagraphs, the wages, salaries or other compensation of any kind which they had been paying up to that time to their employees, together with the relevant social security contributions.

#### Article L.224-6

A term of imprisonment of between six months and three years and the fine provided for in article 26, paragraph 4, of the Criminal Code shall be imposed on any person who, notwithstanding the prohibitions referred to in the preceding article, uses the installations or facilities or operates the establishments in question or who opposes or attempts to oppose the execution of the works, modifications or other measures which the Administration has been authorized to implement.

### **TITLE III** **Protection of the marine environment**

#### Article L.230-1

The provisions of the present title, without prejudice to the provisions of title II, are designed to ensure, by means of appropriate measures, the natural conservation and development of marine fauna and flora and, to this end, to protect the marine environment against any disturbance and prevent damage which may be caused to the soil and subsoil or to appropriate installations located there.

They shall apply to all coasts and shores and all internal and territorial waters; within these limits, particular areas may be designated for specific protection.

#### Article L.230-2

The conditions of the implementation of the preceding article shall be determined, on the basis of the opinion of the Council of the Sea, by sovereign orders, which shall specify, *inter alia*:

1. The conditions for navigation in internal and territorial waters and specially protected areas, the boundaries of which shall also be specified;
2. The practice of nautical sports and fishing in the said waters and areas;
3. The conditions for use of the said waters and areas for any activity which may impair the maintenance of their

ecological quality.

**Article L.230-3**

A penalty of imprisonment for a term of between six days and one month and the fine provided for in article 26, paragraph 1, of the Criminal Code or only one of these two penalties shall be imposed on violators of sovereign orders or ministerial orders which:

1. Prohibit or restrict navigation or the mooring of any kind of vessel;
2. Prohibit the practice, at specified times or in specified places, of any kind of fishing activity;
3. Prohibit the fishing or taking of marine species by certain methods or with the aid of prohibited or non-regulation equipment;
4. Prohibit the fishing or taking of certain marine species;
5. Prohibit any act which may impair the conservation of marine fauna or flora, disturb the marine environment, or damage the soil or subsoil or any installations which may be located there.

If the offence is repeated, the term of imprisonment shall be between one and six months and the fine the one provided for in article 26, paragraph 2, of the Criminal Code.

Offences or attempted offences committed in a sea area protected with a view to promoting the reconstitution of stocks and the conservation and development of marine fauna and flora shall be punished by imprisonment for a term of between three months and one year and by the fine provided for in article 26, paragraph 3, of the Criminal Code. Offences or attempted offences committed between sunset and sunrise shall be punished by imprisonment for a term of between six months and three years and by the fine provided for in paragraph 4 of the same article 26.

Any vessels or equipment used in the commission of a violation covered by the present article may be seized. Such seizure may be replaced by the deposit of a cash security equal to double the maximum level of the possible fine.

In the event of a guilty verdict, the court may order either the confiscation of the vessels or equipment and their sale or destruction, or the confiscation of the security.



**TITLE IV**  
**Exploration and exploitation of the marine environment,**  
**the sea bed and subsoil thereof**

**CHAPTER I**  
**Marine scientific research**

**Article L.241-1**

Any public or private person intending to carry out a non-profit scientific research activity in the marine environment, in sea areas, or on the seabed or subsoil thereof within one gasque jurisdiction may not do so before obtaining a permit issued by the Minister of State.

The conditions of issue of such permits, depending on whether they relate to the territorial sea or to adjacent zones as defined in article L.210-3, shall be determined by a sovereign order based on the opinion of the Council of the Sea.

**Article L.241-2**

None of the activities envisaged in the preceding article may be authorized:

1. If the activity has a purpose other than non-profit marine scientific research;
2. If it is not to be carried out exclusively for peaceful purposes;
3. If it is not clear from examination of the application that the activity will be conducted by appropriate scientific means and methods and will not cause any damage to the marine environment, the sea bed or subsoil thereof;
4. If the activity may constitute an impediment to navigation or fishing, interfere with other legitimate uses of the sea, or compromise the quality of the environment;
5. If it is not conducted in accordance with all the relevant regulations adopted pursuant to the United Nations Convention on the Law of the Sea of 10 December 1982, including the regulations on protection and preservation of the marine environment.

**Article L.241-3**

Marine scientific research activities carried out either by Monegasque public or private persons or by competent international organizations authorized by the Minister of State shall not require the permit referred to in article L.241-1 if they satisfy the conditions established by sovereign order based on the opinion of the Council of the Sea. However, a permit shall be required when the activity is to be carried out within a protected sea area.

**CHAPTER II**  
**Exploration and exploitation of the resources**  
**of the seabed and subsoil thereof**

**Article L. 242-1**

Any public or private person intending to carry out an exploration or exploitation activity for profit in the marine environment, or on the seabed or subsoil thereof within Monegasque jurisdiction may not do so before obtaining a permit issued by the Minister of State.

The conditions of issue of such permits shall be determined by sovereign order based on the opinion of the Council of State.

**Article L.242-2**

None of the activities envisaged in the preceding article may be authorized:

1. If the activity is not to be carried out exclusively for peaceful purposes;
2. If it is not clear from examination of the application that the activity is to be carried out by appropriate methods and means and will not cause any serious or irreparable damage to the marine environment, the seabed or subsoil thereof;
3. If the activity may constitute an impediment to navigation or fishing or compromise the quality of the environment.

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**CHAPTER III**  
**Common provisions governing various exploration,**  
**exploitation and research activities**

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**Section I**  
**General provisions**

**Article L.243-1**

The holder of a permit issued pursuant to articles L.241-1 and L.242-1 must possess the best possible equipment. The other conditions for the issue of permits shall be determined by sovereign order, including the minimum standards for discharge of oil and drilling liquids, safety measures, measures for the removal of the installations on completion of the operations, and obligatory insurance or financial security to cover the operator's liability.

**Article L.243-2**

The holder of a permit must communicate to the Minister of State the results of the research, regardless of its purpose and in all its forms, within a maximum time limit of one year from the day on which the research is

completed.

#### Article L.243-3

The term "installations and facilities" shall mean for the purposes of the present chapter:

1. Platforms and other exploration or exploitation equipment and their accessories;
2. Vessels participating directly in the exploration or exploitation operations.

#### Article L.243-4

The installations and facilities referred to in the preceding article may be encircled by a security zone extending for a distance fixed by sovereign order and measured from each point of the outer edges of such installations and facilities.

Nobody shall be authorized to enter this zone, by whatever means, for reasons not connected with the exploration or exploitation operations.

Restrictions may be imposed on the overflight of the installations and facilities and the security zones to the extent necessary for the protection of the installations and facilities and for the safety of air navigation.

#### Article L. 243-5

The installations and facilities referred to in paragraph 1 of article L.243-3 shall be subject to the legislation on the protection of human life at sea.

Furthermore, if such installations and facilities are capable of floating, they shall be subject to the legislation on registration of vessels and maritime safety.

The person responsible for the management of the exploration or exploitation works on board the installations and facilities shall be regarded as their captain within the meaning of the said legislation.

#### Article L.243-6

The owner or operator of an installation or facility referred to in paragraph 1 of article L.243-3 standing on the seabed who is responsible on board the installation or facility for management of the exploration or exploitation activities shall be responsible, each with respect to his own sphere, for the effective operation of the maritime signals. In all cases, the cost of such signals, including signals within the security zones referred to in article L.243-4, shall be borne by the owner or operator.

If the persons referred to in the preceding paragraph do not comply with the instructions of the Minister of State - and without prejudice to criminal proceedings - the said authority may, if its order has not been complied with within the time limit set by it, take the necessary measures of its own accord and at the expense of the owner or operator.

Members of the inspection service shall have free access to the installations and facilities and to the signaling equipment.

#### Article L.243-7

Nautical information concerning the exploration and exploitation activities on the seabed and subsoil thereof must be communicated to the administrative authority.

As appropriate, this obligation shall rest with the owner or operator of an installation or facility referred to in article L.243-3 or with the person responsible for the works on board.

#### Article L.243-8

The owner or operator shall be required to remove completely any installations or facilities which have ceased to be used. Prior to such action, all necessary measures must have been taken by the operator and under his responsibility to prevent leakage or seepage from the site of the exploration or exploitation operations.

In the event of a failure or refusal to comply, the Minister of State shall formally order the operator to fulfil that obligation and set a time limit for doing so. If necessary, the works may be carried out independently of the operator but at his expense and risk.

In this case, the owner or operator may forfeit his rights to the installations and facilities.

The owner or operator may be authorized to leave in place all or part of facilities which are no longer in use but still in his ownership, provided that they do not present any danger to navigation, fishing or the integrity of the marine environment. The permit shall specify the conditions under which the installations or facilities may be left in place.

### Section II Criminal provisions

#### Article L.243-9

Any person who undertakes an exploration or scientific research activity without the permit referred to in article L.241-1 or without complying with the conditions specified in the said permit shall be sentenced to a term of imprisonment of between six days and one month and to the fine provided for in article 26, paragraph 1, of the Criminal Code or to only one of these two penalties.

If the offence is repeated, the person concerned shall be sentenced to a term of imprisonment of between one and three months and to the fine provided for in article 26, paragraph 2, of the Criminal Code.

#### Article L.243-10

Any person who undertakes an exploration or scientific research activity on the seabed or subsoil thereof without the permit referred to in article L.241-1 or without complying with the conditions specified in the said permit shall be sentenced to a term of imprisonment of between one and three months and to the fine provided for in article 26, paragraph 2, of the Criminal Code or to only one of these two penalties.

If the offence is repeated, the person concerned shall be sentenced to a term of imprisonment of between one and five years and to the fine provided for in article 26, paragraph 3, of the Criminal Code.

#### Article L.243-11

When ruling on an offence under articles L.243-9 or L.243-10 above, the court may also order the guilty party, within a time limit, either to remove the installations and facilities established without a permit or to bring them into line with the conditions specified in the permit.

Any guilty party who does not comply with such an order shall be liable, according to the case, to the penalties provided for in article L.243-9 and L.243-10 above.

If, on the expiry of the time limit set by the court, the installations and facilities have not been completely removed or brought fully into line with the conditions of the permit, the Minister of State may carry out the works ordered by the court of his own accord at the expense and risk of the guilty party.

#### **Article L.243-12**

In the event of submission of an official report establishing a violation of the provisions of articles L.243-9 or L.243-10 above, the suspension of the exploration or exploitation works may be ordered, pending the final decision of the court, either by decision of the Procurator-General acting at the request of the Minister of State, or by the examining magistrate of his own accord, or by the court dealing with the case.

In all cases, the owner or operator must be summoned to offer his explanations.

The decision of the court shall be immediately enforceable, regardless of any means of appeal.

The judicial authority may at any moment, either of its own accord or at the request of the Minister of State, the owner or operator, order the revocation of the suspension of the works.

If the case has not yet come before a judicial authority, the Minister of State may of his own accord and under the same conditions order the suspension of the works. He shall himself be responsible for enforcement of his decision; the decision shall cease to have effect if no criminal proceedings are instituted or in the event of dismissal or stay.

#### **Article L.243-13**

The continuation of the exploration or exploitation works in spite of a judicial or administrative order for their suspension shall be punished, as appropriate, by the penalties provided for in articles L.243-9 and L.243-10.

#### **Article L.243-14**

Marine pollution caused by an installation or facility referred to in article L.243-3 shall entail the application of the provisions of book II, title II, chapters II and III.

In the absence of the captain, the action shall be brought, as appropriate, against the owner or operator or the person responsible for the management of the exploration or exploitation activities on board the installation or facility.

Any owner or operator who does not give his employees specific instructions to prevent pollution or who does not ensure that such instructions are carried out may be regarded as an accessory to the violation.

Article L.243-15. An owner or operator who fails or refuses to move installations or facilities in the cases envisaged in article L.243-8 shall be sentenced, as appropriate, to the penalties provided for in article L.243-9 or L.243-10.

#### **Article L.243-16**

Violators of the provisions of article L.243-6 on maritime signals shall be sentenced to a term of imprisonment of between six days and three months and to the fine provided for in article 26, paragraph 2, of the Criminal Code.

If the violation causes an installation or facility referred to in article L.243-3 or any other vessel to collide, run

aground, or suffer an impact against any visible or known obstacle, or causes serious damage to the installation, facility or vessel or its cargo, the guilty party shall be sentenced to a term of imprisonment of between one and six months and to the fine provided for in article 26, paragraph 3, of the Criminal Code or to only one of these two penalties.

If the violation results in the loss or total unseaworthiness of an installation, facility or vessel referred to in the preceding paragraph, or the loss of its cargo, or if it causes either severe injuries to or the death of one or more persons, the guilty party shall be sentenced to a term of imprisonment of between three months and two years and to the fine provided for in article 26, paragraph 4, of the Criminal Code or to only one of these two penalties.

In all cases, the court may order the signals to be brought up to standard within a time limit.

If such an order is not carried out, the Minister of State shall bring the signals up to standard at the expense and risk of the guilty party.

#### Article L.243-17

Any violator of the provisions of article L.243-7 on the communication of nautical information shall be sentenced to a term of imprisonment of between six days and three months and to the fine provided for in article 26, paragraph 2, of the Criminal Code or to only one of these two penalties.

#### Article L.243-18

Any person who, except in cases of force majeure, irregularly enters by sea or by air into a security zone referred to in article L.243-4, after the competent authority has taken the necessary measures to inform navigators about the zone in question, shall be sentenced to a term of imprisonment of between six days and three months and to the fine provided for in article 26, paragraph 2, of the Criminal Code or to only one of these two penalties.

If the offence is repeated, the guilty party may be sentenced to a term of imprisonment of between six months and two years and to the fine provided for in article 26, paragraph 3, of the Criminal Code.

In all cases, the court may order the confiscation of the vessel or aircraft used in the commission of the offence.

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## **CHAPTER IV**

### **Exploitation of living resources**

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#### **Section I**

#### **General provisions**

##### **Article L.244-1**

The exploitation of the living resources of the marine environment includes the taking of various animal species, aquafarming and the harvesting of various plant species.

##### **Article L.244-2**

The exploitation of the living resources of the marine environment, including the taking of various animal species, aquafarming and the harvesting of plant species, shall be carried out in accordance with the relevant regulations.

Only professional fishermen may sell the product of their fishing.

##### **Article L.244-3**

Without prejudice to the provisions of article L.230-2, sovereign orders based on the opinion of the Council of the Sea shall specify:

1. The dates of the opening and closing of the various fishing grounds, the fishing grounds which are open all year, and the hours during which fishing may take place;
2. The police and other regulations to be observed while fishing;
3. Prohibited fishing tackle, nets, devices and tools;
4. Prohibited fishing procedures and methods;
5. Special provisions to prevent the destruction of spawn; and the dimensions below which various species of fish, crustaceans and shellfish may not be taken;
6. The conditions for granting of waivers of prohibitions imposed under paragraphs 4 and 5 above;
7. Prohibited baits;
8. In general terms, the regulations for ensuring the conservation and development of animal and plant species;
9. The conditions for the installation and operation of aquafarming establishments.

##### **Article L.244-4**

The taking of fish or crustaceans by means of explosives, electrocution, firearms or drugs shall be prohibited.

**Article L.244-5**

It shall be prohibited to sell, transport, peddle or make any kind of use of the product of prohibited fishing.

**Section II**  
**Criminal provisions**

**Article L.244-6**

Any person who uses explosives, electrocution, firearms or drugs for fishing shall be sentenced to a term of imprisonment of between 6 and 18 months and to the fine provided for in article 26, paragraph 4, of the Criminal Code.

If the offence is repeated, the maximum term of imprisonment shall be increased to two years and the fine shall be double the fine specified in the preceding article.

**Article L.244-7**

Without prejudice to the application of the provisions of article L.230-3, violators of the other provisions of the present chapter or of the sovereign orders and ministerial orders enacted for its application shall be sentenced to a term of imprisonment of between one and five days and to the fine provided for in article 29, paragraph 3, of the Criminal Code or to only one of these two penalties.

If the offence is repeated within a period of one year, the term of imprisonment shall be between six days and one month and the fine the one provided for in article 26, paragraph 1, of the Criminal Code.

**Article L.244-8**

Prohibited fishing tackle, nets, devices and tools shall be confiscated, and the court shall order their destruction in all cases.

The ships, boats and equipment used in the commission of the offence shall also be seized. The sentence may order their confiscation and sale.

**Article L.244-9**

The seizure of ships or boats may be replaced by the deposit of a cash security equal to double the maximum amount of the possible fine. The sentence may order the confiscation of such security.

**Article L.244-10**

If the owner, operator, captain or any other person responsible for a vessel is charged with a violation of the sovereign orders or ministerial orders referred to in article L.244-7, he may not be authorized to leave port until he has deposited a cash security equal to double the maximum possible fine.



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**BOOK III**  
**Ships and other seagoing vessels**

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**TITLE I**  
**Status of vessels**

**CHAPTER I**  
**Naturalization**

**Section I**  
**General provisions**

**Article L.311-1**

The right of a vessel to fly the flag of Monaco shall be conferred by naturalization.

Naturalization shall be granted by the Minister of State. It shall be recorded by a certificate of naturalization.

The content of the certificate of naturalization and the modalities of its issue, authentication and use shall be determined by sovereign order.

The nationality of the vessel shall be confirmed by issue of an annual certificate of nationality.

The issue of this certificate shall be subject to the payment of the annual naturalization fee referred to in article L.311-8.

**Article L.311-2**

The conditions under which a vessel may obtain naturalization shall be determined by sovereign order.

**Article L.311-3**

The following vessels shall not be subject to naturalization:

1. Small boats appearing in the inventory of a vessel which has obtained naturalization;
2. Small boats and floating devices which, by reason of their design, are not regarded as ships;
3. Pleasure and sports boats which, under the auspices of the builders, vendors or importers, make intermittent and limited excursions to sea of short duration for demonstration or test purposes.

The modalities of application of the present article shall be determined by sovereign order.

**Article L.311-4**

The Department of Maritime Affairs shall keep a register containing, for every vessel having obtained naturalization,

the information specified by sovereign order for identification of the vessel and its owner or owners.

The documents referred to in articles L.314-10, L.315-15, L.316-3, L.317-3, L.317-8, L.317-14, L.317-16 and L.511-3 must be mentioned in the said register.

#### **Article L.311-5**

The owner of a naturalized vessel shall be responsible for informing the Department of Maritime Affairs of any change in its description as specified by sovereign order.

The same shall apply in respect of any change affecting the ownership or co-ownership of the vessel or the residence of its owner or owners.

The declaration must be made to the Department of Maritime Affairs within a time limit of three months. In the case of modification of the description of the vessel, this time limit shall run from the date on which the work is completed.

#### **Article L.311-6**

A certificate of naturalization may be used only for the operation of the vessel for which it was issued. It may not be transferred either for payment or free of charge.

However, the owner of a vessel may lend or charter it. In such cases, the validity of the certificate of naturalization shall be subject to the registration of the loan or charter by the Department of Maritime Affairs.

The modalities of application of the present article shall be determined by sovereign order.

#### **Article L.311-7**

No captain of a naturalized Monegasque vessel may put to sea without having a valid certificate of naturalization on board.

### **Section II** **Annual naturalization fee**

#### **Article L.311-8**

All owners of naturalized vessels shall be required to pay an annual naturalization fee.

This fee shall not be payable if the vessel flies the flag of the Prince or if it is owned or chartered by the State.

The same shall apply to vessels and small boats belonging to nautical sports schools approved by ministerial order or chartered by such schools.

#### **Article L.311-9**

The basis and tariff of the applicable fee and the amounts of the penalties for late payment shall be fixed by sovereign order, which shall also specify the modalities of collection of the fee and penalties.

**Section III**  
**Criminal provisions**

**Article L.311-10**

Any person who fraudulently, in any way whatsoever, obtains or causes to be obtained, or attempts to obtain or cause to be obtained, the benefit of the naturalization of a vessel shall be liable to a term of imprisonment of between six months and three years and to the fine provided for in article 26, paragraph 3, of the Criminal Code.

**Article L.311-11**

Any person having knowledge of the fraudulent naturalization of a vessel who does not prevent or try to prevent the vessel from putting to sea, accepts the command of or has commanded such a vessel shall be liable to the penalties specified in the preceding article.

A captain may also be prohibited from commanding a vessel for a period not exceeding five years.

Any person who flies the flag of Monaco on his vessel without being entitled to do so or who has commanded such a vessel shall be liable to the same penalties.

**Article L.311-12**

Any person who fraudulently, in violation of the provisions of article L.311-6, uses a certificate of naturalization or transfers or attempts to transfer it shall be liable to the penalties specified in article L.311-10.

**Article L.311-13**

In each of the cases specified in the preceding articles, if the offence is repeated, in addition to the application of article 40 of the Criminal Code, the maximum fine provided for in article 26, paragraph 3, of the Criminal Code shall be imposed, and the guilty party may be permanently prohibited from commanding a vessel.

**L.311-14**

Any captain of a vessel found to be in violation of the provisions of article L.311-7 shall be liable to the fine provided for in article 26, paragraph 2, of the Criminal Code.

This same penalty shall be imposed on any person in fact responsible for the vessel at the time of the violation.

If the offence is repeated, in addition to the application of article 40 of the Criminal Code, the guilty party may be prohibited from commanding a vessel for a period not exceeding five years.

**Article L.311-15**

Any owner who fails to inform the Department of Maritime Affairs of changes in the description of a naturalized vessel or of any change affecting the ownership or co-ownership of the vessel or the residence of its owner or owners shall be liable to the fine provided for in article 29, paragraph 3, of the Criminal Code.

## **CHAPTER II** **Limitation of shipowners' liability**

### **Article L. 312-1**

Any shipowner may limit his liability in accordance with the provisions of the international conventions.

The same shall apply to persons assimilated to shipowners under the said conventions.

### **Article L.312-2**

A court of first instance shall be competent to determine the right of a shipowner to limit his liability and to hear liquidation proceedings.

## **CHAPTER III** **Maritime mortgages**

### **Article L.313-1**

Vessels may be mortgaged; they may be mortgaged only by agreement of the parties.

A mortgage may be taken out on a vessel under construction.

A mortgage shall be valid only if it is granted in respect of one or more individually designated vessels for a specific sum.

### **Article L.313-2**

The contract under which a maritime mortgage is granted shall be void unless drawn up in writing; it may be granted by an instrument bearing private signatures.

Mortgage contracts may be concluded abroad.

### **Article L. 313-3**

A mortgage may be taken out on a vessel only by the owner or by his agent who can prove specific instructions for this purpose; it shall otherwise be void.

If one of the co-owners wishes to mortgage his inseparable share in a vessel, he may do so only with the authorization of the majority of the vessel's ownership; the mortgage shall otherwise be void.

### **Article L.313-4**

A mortgage taken out on a vessel or an inseparable share of a vessel shall extend, unless otherwise agreed, to the hull, tackle, equipment, machinery and other attachments.

If the vessel is lost or damaged, the following sums shall be subrogated from the vessel and its attachments:

- (a) The compensation due to the owner in respect of the damage to the vessel;
- (b) The sums due to the owner in respect of his contributions to general average;

(c) The compensation due to the owner in respect of assistance rendered or salvage effected since the registration of the mortgage to the extent that such compensation pertains to the loss of or damage to the mortgaged vessel;

(d) Compensation under hull insurance.

Payments made in good faith before formal objections are lodged shall be valid.

**Article L.313-5**

Mortgages shall be in the public domain and preserved in accordance with the conditions fixed by sovereign order. A mortgage shall not be enforceable against third parties until it has been published.

A mortgage taken out by a purchaser before naturalization on a vessel bought or built abroad shall be valid and have legal effect provided that it is published in Monaco.

The same shall apply to a mortgage taken out by a vendor or his agent before the sale of the vessel if it is duly published before the sale.

**Article L.313-6**

If there are two or more mortgages on the same vessel or on the same part of a vessel, their ranking shall be determined by the order of the dates of their registration.

Mortgages registered on the same day shall have the same ranking regardless of any difference in the hour of their registration.

**Article L.313-7**

Registration shall preserve a mortgage for 10 years from the date of registration; the mortgage shall cease to have effect if its registration is not renewed before the expiry of the 10-year period.

**Article L.313-8**

Registration shall guarantee the interest on an equal footing with the capital, provided that the interest rate is indicated in the mortgage deed and in the entry in the register.

**Article L.313-9**

If the mortgage deed is an order instrument, its negotiation by means of endorsement shall take precedence over the transfer of the mortgage lien.

**Article L.313-10**

Registration entries may be reduced or deleted either by the consent of the parties concerned who have legal capacity for this purpose, or pursuant to a legal decision which is without right of appeal or has become *res judicata*.

**Article L.313-11**

Creditors having a registered mortgage lien on a vessel may seize it and have it sold with a view to being ranked and paid on a preferential basis in the order of their registrations.

A mortgage shall accompany the vessel no matter into whose hands it passes.

**Article L.313-12**

If a mortgage encumbers only one undivided part of a vessel, a creditor may seize and have sold only the undivided part assigned to him. However, if more than a half of the vessel is mortgaged, a creditor may, after seizure, have the whole vessel sold, provided that the co-owners are summoned to the sale.

In all cases of co-ownership, mortgages taken out during the period of common tenancy of an undivided part of the vessel by one or more of the co-owners shall remain in force after a division or sale by auction.

However, if such sale is effected by court order, the claims of creditors having a mortgage lien on only an undivided part of the vessel shall be limited to their secured claims on the part of the proceeds of the sale relating to the mortgaged interest.

**Article L.313-13**

A court of first instance shall be competent to exercise jurisdiction over the seizure proceedings and the compulsory sale of vessel or of the indivisible part of a mortgaged vessel.

**Article L.313-14**

All voluntary acts leading to the loss of the naturalization of a vessel encumbered with a mortgage shall be prohibited. Fraudulent acts committed in violation of this prohibition shall be void and render their perpetrators liable to the penalties set out in article 337 of the Criminal Code.

**Article L.313-15**

Only vessels of 20 register tons or more may be mortgaged under the conditions created by the present Code.

## **CHAPTER IV** **Secured claims**

### **Article L.314-1**

The following items shall be secured claims on a vessel, on the freight charges of the voyage during which a secured claim is created, and on the incidents attaching to the vessel and the freight charges since the beginning of the voyage:

1. The costs of court proceedings and other costs connected with the sale of the vessel and the distribution of the proceeds;
2. The pilotage, port and movement charges and other charges of the same kind, as well as the costs of guarding and maintaining the vessel from the time of its entry into the last port until its sale;
3. Without prejudice to the provisions of article 475 of the Commercial Code, claims resulting from the contracts of employment of the captain, crewmen and other persons employed on board, together with the contributions, interest and late-payment surcharges referred to in article 1938-60 of the Civil Code;
4. The remuneration due for salvage or assistance and the vessel's contribution to general average;
5. Compensation for collisions or other navigational accidents or for damage caused to port installations, compensation for physical injury to passengers or crewmen, and compensation for loss of or damage to cargo or baggage;
6. Claims arising from:
  - (a) Contracts concluded or operations effected by a captain away from the home port, pursuant to his legal powers, to meet real needs of the preservation of the vessel or the continuation of the voyage, regardless of whether the captain is at the same time owner of the vessel and whether the claim is made by him or by a supplier, repairer, lender or other party acting under a contract;
  - (b) Contracts concluded or operations effected by a vessel's agent to meet real needs of the preservation of the vessel or continuation of the voyage.

### **Article L.314-2**

Secured claims shall constitute real legal guarantees without registration and shall take precedence over any mortgage lien.

### **Article L.314-3**

Creditors may also rely on secured claims under ordinary law, but such claims shall be ranked after mortgage liens.

### **Article L.314-4**

The incidents attaching to the vessel and the freight charges in accordance with article L.314-1 are:

1. Compensation due to the owner for material damage suffered by the vessel and not repaired or for loss of freight charges;

2. Compensation due to the owner in respect of general average in so far as such compensation pertains either to material damage suffered by the vessel and not repaired or to loss of freight charges;
3. Remuneration due to the owner for assistance or salvage effected up to the end of the voyage, after deduction of the sums assigned to the captain and other persons employed on the vessel.

Passenger fares shall be assimilated to freight charges.

#### Article L.314-5

Compensation due to the owner under insurance contracts and payments made by the State in the form of premiums, grants or other subsidies shall not be regarded as incidents attaching to the vessel or the freight charges.

#### Article L.314-6

By waiver of article L.314-1, a secured claim created in favour of the persons employed on the vessel shall pertain to the whole of the freight charges due for all the voyages made during the same contract of employment.

#### Article L.314-7

Claims relating to the same voyage shall be secured in the order in which they are listed in article L.314-1.

The claims mentioned in each paragraph of article 314-1 shall have equal status and shall be paid pro rata in the event of insufficient proceeds.

However, the claims referred to in paragraphs 4 and 6 of article L.314-1 shall be paid, in each of these categories, on a preferential basis in the reverse order of the dates on which they were created.

Claims resulting from the same event shall be deemed created at the same time.

#### Article L.314-8

Secured claims relating to a given voyage shall be ranked above claims relating to the preceding voyage.

However, claims arising from a single contract of employment covering several voyages shall all have the same ranking as claims relating to the last of these voyages.

#### Article L.314-9

The secured claims referred to in article L.314-1 shall accompany the vessel no matter into whose hands it passes.

Such entitlement shall be extinguished after one year in respect of all claims other than the claims of suppliers referred to in paragraph 6 of article L.314-1. In this latter case, the time limit shall be reduced to six months.

The time limits shall run:

1. For secured claims guaranteeing payment for assistance and salvage, from the day on which the operations are concluded;
2. For secured claims guaranteeing compensation for collisions and other casualties and for physical injuries, from the day on which the harm is caused;
3. For secured claims guaranteeing compensation for loss of or damage to cargo or baggage, from the day of the



delivery of the cargo or baggage or from the day on which it should have been delivered;

4. For secured claims guaranteeing payment for repair and supplies or the other services referred to in paragraph 6 of article L.314-1, from the creation of the claim.

In all other cases, the time limit shall run from the date on which the claim becomes payable.

#### **Article L.314-10**

The secured claims referred to in the present chapter shall be extinguished without consideration of the general grounds for extinction of obligations:

1. By the confiscation of the vessel ordered for violation of customs, police or safety regulations;
2. By the sale of the vessel by court order;
3. By the voluntary transfer of ownership, two months after the publication of the transfer deed in the register referred to in article L.311-4.

#### **Article L.314-11**

A secured claim to freight charges may be enforced as long as such charges are still due or if the total freight charges are in the possession of the captain or the owner's agent. The same shall apply to a secured claim to incidents.

#### **Article L.314-12**

The provisions of the present chapter shall apply to vessels operated either by the owner or by an operator who is not an owner, or by a principal charterer, except when the owner has forfeited his rights by reason of an unlawful act and, in addition, the creditor is not acting in good faith.

## **CHAPTER V** **Seizure of vessels**

### **Section I** **General provisions**

#### **Article L.315-1**

Any vessel may be seized and sold by court order, in accordance with the rules set out in the present chapter.

#### **Article L.315-2**

A judicial decision or instrument concerning the seizure of a vessel must be notified to the Director of Maritime Affairs, at the request of the party who acts first.

#### **Article L.315-3**

When he is made aware of a seizure by notification of the decision authorizing it, the Director of Maritime Affairs shall prohibit the vessel from sailing.

#### **Article L.315-4**

Notwithstanding any seizure, the president of a court of first instance, ruling on a provisional basis, may authorize the departure of the vessel for one or more specific voyages. In order to obtain such authorization, the applicant must deposit a sufficient security in favour of the applicant creditor.

The president shall then fix the time limit within which the vessel must return to the port of seizure; this time limit may be changed in the light of the circumstances. If, on the expiry of the time limit, the vessel has not returned to the said port, the sum deposited as security shall be paid to the creditor.

### **Section II** **Provisional seizure**

#### **Article L.315-5**

Provisional seizure may be authorized by an order issued by the president of a court of first instance in response to an application.

Such authorization may be granted as soon as it is justified by a claim which appears sustainable in principle. The applicant creditor may be required to provide prior proof of his sufficient solvency or, failing that, to provide a bond in the form of an instrument deposited with or addressed to the general court registry or deposited with a custodian.

The liability of the applicant for damage caused subsequent to the seizure of a vessel or for the cost of a bond or security provided with a view to liberating the vessel or preventing its seizure may be invoked before a court of first instance.

#### **Article L.315-6**

Provisional seizure shall prevent the departure of the vessel. It shall have no effect on the rights of the owner.

**Article L.315-7**

The authorization order shall impose on the applicant a time limit of not more than one month, within which he must file proof of the validity of the provisional seizure or lodge a substantive claim; the seizure shall otherwise be void.

**Article L.315-8**

The president of a court of first instance may revoke a seizure order subject to the deposit with a custodian designated by the court of sufficient funds to cover the claims in question with respect to principle, interest and costs, with special assignment to the applicant's claim.

When a vessel has been seized and a bond or security has been provided to obtain the revocation of the seizure order or to prevent the seizure, no new seizure proceedings with respect to the same vessel or to any other vessel belonging to the same owner shall be instituted in respect of the same claim and the same creditor, and no new bond or security shall be required.

**Article L.315-9**

The applicant must deliver to the owner, within a time limit of three days, a copy of the memorandum of seizure; the seizure shall otherwise be void.

The memorandum of seizure shall be communicated to the Director of Maritime Affairs and to the consul of the State whose flag the vessel flies.

**Section III**  
**Execution against movables**

**Article L.315-10**

Execution against movables may not take place until 24 hours after a demand for payment has been served.

**Article L.315-11**

A demand for payment shall be served on the owner in person or at his residence.

A demand for payment may be served on the captain of a vessel if the claim is a secured claim to the vessel under article L.314-1.

Demands for payment shall expire after 10 days.

**Article L.315-12**

Seizure shall be effected by a bailiff, who shall include in his memorandum of seizure details of:

- The name, profession and address of the creditor on whose behalf he is acting;
- The enforcement order pursuant to which he is acting;
- The amount sought in payment;
- The date of the demand for payment;
- An election of domicile in the Principality, if the applicant creditor is not legally domiciled there;

- The names of the owner and captain;
- The name, type, tonnage, and nationality of the vessel;
- A description of the launches, dinghies and tackle and of the vessel's other equipment, provisions and holds.

The bailiff shall appoint a custodian.

No one shall be compelled to agree to act as custodian.

#### **Article L.315-13**

The memorandum of seizure shall be communicated to the Director of Maritime Affairs and to the consul of the State whose flag the vessel flies within a time limit of seven days.

#### **Article L.315-14**

The applicant creditor must, within a time limit of three days, deliver to the owner a copy of the memorandum of seizure and have him summoned before a court of first instance so that it may rule on whether the seized items shall be sold.

If the owner is not domiciled in the Principality, the notification and summons shall be delivered to him in the person of the captain of the seized vessel or, in his absence, in the person of the representative of the owner or captain. The ordinary time limit for delivery of a notification or serving of a summons shall be calculated in accordance with the provisions of article 158 of the Code of Civil Procedure.

#### **Article L.315-15**

The memorandum of seizure shall be recorded, if the vessel is of Monegasque nationality, in the register referred to in article L.311-4.

#### **Article L.315-16**

If the vessel is of Monegasque nationality, the applicant creditor shall request the Director of Maritime Affairs to issue a statement of the entries in the register.

Within the following seven days, the seizure shall be notified to the registered creditors at the residences designated in their registrations.

Such notification shall indicate the date of appearance before the court.

#### **Article L.315-17**

If the seized vessel is not of Monegasque nationality, the notification shall be addressed to the consul of the State whose flag the vessel flies.

#### **Article L.315-18**

In its order the court shall fix the reserve price, the conditions of sale and, if no bid is made, the date on which new bidding will take place with a lower reserve price, which shall be specified in the same order.

**Article L.315-19**

The sale shall take place before the court of first instance 15 days after the posting of a notice and the publication of the notice in the Journal de Monaco, without prejudice to any other form of publicity which may be ordered by the court.

Nevertheless, the court may order that the sale shall be effected either in chambers through the agency of a lawyer or by a shipbroker.

In all these cases, the court order shall specify the publicity measures.

**Article L.315-20**

The notices shall be posted at the gangway of the seized vessel, at the main entrance of the court of first instance, and at the offices of the Department of Maritime Affairs.

**Article L.315-21**

The notices must indicate:

The name, occupation and address of the applicant creditor;

The legal instruments pursuant to which he is proceeding;

The amount owed to him;

An election of domicile in the Principality;

The name, occupation and domicile of the owner of the seized vessel;

The name of the vessel and, if it is fitted out or being fitted out, the name of the captain and details of the engine capacity in the case of mechanical propulsion;

The location of the vessel;

The reserve price and the conditions of sale;

The date, place and time of the sale.

**Article L.315-22**

Claims to the proceeds of the sale shall be drawn up and filed with the general court registry before the sale.

If such claims are not filed until after the sale, they shall automatically be converted into objections to the distribution of the proceeds of the sale.

**Article L.315-23**

Objections to the distribution of the proceeds shall be filed, at the latest, within three clear days from the date of the sale; they shall not be admissible after that time.

**Article L.315-24**

An applicant creditor or objector shall have three clear days to file his arguments.

The defendant shall have three clear days to respond.

The proceedings shall be governed by the provisions of article 648 of the Code of Civil Procedure.

**Article L.315-25**

The sale of the vessel shall terminate the functions of the captain, even if he reserves the right to claim compensation.

It shall free the vessel from any secured claims or mortgage liens with which it is encumbered.

**Article L.315-26**

Increase of bids shall not be allowed in the case of sale by court order.

**Article L.315-27**

The successful bidder shall be required to pay his price, without deduction of expenses, to the general court registry within 24 hours; the sale shall otherwise be declared void and a new sale ordered.

**Article L.315-28**

In the absence of payment or deposit of security, the vessel shall be again put up for sale and sold three days after a new notice has been posted in accordance with the provisions of articles L.315-19, L.315-20 and L.315-21, at the expense of the successful bidder in the first auction, who shall also be held liable for payment of any shortfall, damages, interest and costs.

**Article L.315-29**

Within five days of the payment of his price, the successful bidder must apply to the president of the court of first instance for appointment of a judge, before whom he shall summon the creditors by means of a document served at their elected residences, for the purpose of reaching an amicable agreement on the distribution of the proceeds.

**Article L.315-30**

The summons shall be posted at the court and published in the Journal de Monaco.

The meeting shall be held within 15 days of the date of the summons, without any allowance for distance.

**Article L.315-31**

Creditors lodging objections shall be required to produce the documents substantiating their claims to the general court registry within three days of the date of the summons communicated to them by the applicant creditor who initiated the proceedings or by the garnishee; otherwise the proceeds of the sale shall be distributed without such creditors being included.

**Article L.315-32**

If the creditors do not agree on the distribution of the proceeds, a memorandum of their claims and formal dissents

shall be drawn up.

Within eight days, each of the creditors must deposit with the general court registry an application for ranking together with the documents substantiating their claims.

At the request of the creditor who acts first, the creditors shall be summoned before the court, by a simple extrajudicial act, and the court shall rule with respect to all of them, including the secured creditors.

**Article L.315-33**

Appeals must be lodged within 10 days of the notification of the court's decision, in addition to the time allowed for distance in civil proceedings.

**Article L.315-34**

Within eight days from the expiry of the time limit for appeal or, if an appeal is lodged, within eight days from the decision, the judge shall draw up a list of creditors ranked with respect to principle, interest and costs. Interest on such ranked claims shall cease to accrue, to the detriment of the garnishee.

**Article L.315-35**

The ranking of creditors and the distribution of the proceeds of the sale shall be effected among the creditors holding secured claims and mortgage liens in accordance with their order and among the other creditors in proportion to their claims. Every ranked creditor shall be so ranked with respect to his principle and his interest and costs.

**Article L.315-36**

By order of the supervising judge, the clerk of the court shall issue the ranking slips, as provided for in real-estate proceedings.

The same order shall authorize the deletion of the registrations of the unranked creditors. This deletion shall be effected at the request of any interested party.

**Article L.315-37**

The seizure of one or more parts of a vessel in joint ownership and the distribution of the proceeds of the sale shall be governed by the foregoing rules, subject to the following exceptions.

The seizure must be notified to the other co-owners in accordance with the provisions of the second and third paragraphs of article L.317-16.

In the case envisaged in article L.317-25, the court supervising the seizure proceedings shall rule on any objections before the sale.

## **CHAPTER VI**

### **Legal regime and legal instruments pertaining to vessels**

#### **Article L.316-1**

Vessels shall be subject to the rules of ordinary law applicable to movable goods, without prejudice to the special rules set out in the present Act and the orders for its application.

Any instrument constituting, transferring or terminating ownership or any other real right to a vessel which has obtained naturalization must be drawn up in writing; it shall otherwise be void.

The instrument must include sufficient information for identification of the parties having an interest in the vessel. The details of this information shall be determined by sovereign order.

#### **Article L.316-2**

The same shall apply to time-charter contracts transferring to the charterer the status of owner and to bareboat-charter contracts concluded and the assignment of freight charges agreed for a period of more than one year or for a period whose extension may produce a period of more than one year.

#### **Article L.316-3**

The instruments referred to in articles L.316-1 and L.316-2 must be entered in the register referred to in article 311-4 and recorded on the back of the certificate of naturalization. Until these two formalities have been completed, such instruments may not be invoked against third parties who have acquired rights to the vessel in good faith and have preserved them in accordance with the law.

#### **Article L.316-4**

Any person who builds a vessel on behalf of another person shall remain the owner of the vessel until its delivery, unless otherwise agreed.

A shipbuilding contract must be drawn up in writing. The same shall apply to any changes in the initial contract.

The transfer of ownership shall take place at the moment of the acceptance of the vessel after its final trial.

The builder shall be answerable for any hidden defects notwithstanding acceptance of the vessel by the purchaser without reservation.

Warranty proceedings against the builder shall be subject to a limitation period of one year. This period shall begin to run with respect to hidden defects from the day of their discovery.

#### **Article L.316-5**

If a builder is declared to be in judicial receivership or liquidation and if, owing to this situation, he does not complete the building of the vessel, the person for whom it is being built shall be entitled to have the vessel and the materials supplied assigned to him on payment of their estimated price after deduction of any deposit paid. He may then complete the vessel at his own expense, including payment for occupation of the shipyard.



## **CHAPTER VII** **Ownership**

### **Article L.317-1**

A vessel may be owned by a natural or legal person.

### **Article L.317-2**

A vessel may also be operated under joint ownership. Joint-ownership agreements must be drawn up in writing; they shall otherwise be void.

### **Article L.317-3**

A joint ownership shall be divided into parts. The number of parts and their assignment to each of the co-owners must be recorded in the register referred to in article L.311-4.

### **Article L.317-4**

Decisions concerning operation of a vessel under joint ownership shall be taken by the majority of the interests, except as provided for in article L.317-21.

Each co-owner shall have voting rights corresponding to his share in the ownership.

Decisions shall be notified to all the co-owners.

### **Article L.317-5**

Notwithstanding any provision to the contrary, legal actions may be brought by the minority against the decisions of the majority. Such actions must be brought within a time limit of three years from the date of notification of the decision.

A decision shall be declared void in the event of a procedural irregularity or if it is contrary to the general interest of the joint ownership and has been taken for the sole purpose of favouring the majority to the detriment of the minority.

### **Article L.317-6**

When there is no clear majority, or in the event of the repeated annulment of the decisions of the majority, the court may, at the request of one of the co-owners, either appoint an interim manager or order the vessel to be sold by auction, or take both of these measures.

### **Article L.317-7**

The majority may entrust the management of the vessel to one or more managers, whether or not co-owners.

### **Article L.317-8**

The appointment, resignation and dismissal of managers must be notified to third parties by an entry in the register referred to in article L.311-4.

**Article L.317-9**

If a manager is not appointed or if the appointment of one or more managers is not notified to third parties in accordance with the preceding article, all the co-owners of the vessel shall be deemed managers.

**Article L.317-10**

If there are several managers, they shall act by common accord.

**Article L.317-11**

A manager shall be fully empowered to act in the exercise of his management functions on behalf of the co-owners in all circumstances.

Any contractual limitation on the powers of managers shall have no legal effect with regard to third parties.

**Article L.317-12**

A captain must comply with the instructions of a manager.

**Article L.317-13**

The co-owners shall share the profits and losses of the operation in proportion to their interests in the vessel. They must contribute to the costs of the joint ownership and respond to the manager's requests for funds in the same proportion.

**Article L.317-14**

Notwithstanding any agreement to the contrary, co-owners who are also managers shall be responsible indefinitely and jointly for the debts of the joint ownership.

The same shall apply, unless otherwise agreed, to co-owners who are not managers.

Agreements to the contrary referred to in the preceding article shall not be enforceable against third parties until after notification has been made in the register referred to in article L.311-4.

**Article L.317-15**

The death, incapacity or liquidation of the property of a co-owner shall not of right entail the dissolution of the joint ownership.

**Article L.317-16**

Each co-owner may dispose of his share. Alienation of his share by a co-owner must be recorded in the register referred to in article L.311-4.

**Article L.317-17**

Each co-owner shall remain responsible for debts contracted prior to the notification of alienation referred to in article L.311-4.

**Article L.317-18**

Notwithstanding any clause to the contrary, alienation entailing the vessel's loss of Monegasque nationality shall be permitted only with the authorization of the other co-owners.

**Article L.317-19**

Co-owners who are members of the vessel's crew may, in the event of their dismissal, quit the joint ownership and obtain from it repayment of their share. In the event of a disagreement and in the absence of a compromise, the value of such share shall be fixed by a court.

Unless otherwise agreed by the parties, the payment of this amount shall be effected within one month of its final determination by amicable agreement or by a court.

**Article L.317-20**

Each co-owner may mortgage his share in accordance with the conditions and procedures provided for in articles L.313-1 et seq.

**Article L.317-21**

A manager may mortgage a vessel with the consent of the majority of the interests representing three quarters of its value.

**Article L.317-22**

Joint operation of a vessel shall be terminated by its compulsory sale by auction, by voluntary sale or by decision of a court.

**Article L.317-23**

Decisions on voluntary sale shall be taken by a majority representing two thirds of the interests. Such decisions shall specify the modalities of the sale.

**Article L.317-24**

The court ordering the dissolution of a joint ownership pursuant to article L.317-6 shall specify the conditions for the sale of the vessel.

**Article L.317-25**

If seizure proceedings relate to shares representing more than a half of the vessel, the sale shall be extended to cover the whole vessel, unless the other co-owners object on grounds deemed to be serious and legitimate.

**TITLE II**  
**Incidents at sea**

**CHAPTER I**  
**Collisions**

**Article L.321-1**

A collision is contact either between two vessels or between a vessel and any other floating device, with the exception of devices with permanently fixed moorings.

A collision may take place only between vessels which are being navigated or capable of being navigated.

Following a collision, the captain of each of the colliding vessels shall be required, as far as he can without seriously endangering his vessel, his crew or passengers, to assist the other vessel, its crew and passengers.

He shall inform the other vessel of the name, nationality and port of registration of his own vessel and of the place from which it sailed and its destination.

In the event of a collision, compensation due for damage caused to the vessels, persons or things on board shall be governed by the provisions of the present chapter, regardless of the waters in which the collision occurs.

**Article L.321-2**

If the collision is accidental, if it is attributable to force majeure, or if there is doubt as to its causes, the damage shall be borne by the parties suffering it, regardless of whether one or both of the vessels were standing at anchor at the time of the collision.

**Article L.321-3**

If the collision is caused by the fault of one of the vessels, compensation shall be paid by the vessel at fault.

**Article L.321-4**

If both vessels are at fault, their respective liability shall be proportional to the seriousness of the fault of each of them. However, if this proportion cannot be established, the liability shall be shared equally.

Damage caused either to the vessels or to their cargo, or to the personal effects and other property of crew members, passengers or other persons on board, shall be made good under the same conditions, without joint third-party liability.

Nevertheless, there shall be joint third-party liability for damages resulting from death or injury, subject to legal action by the party which has paid more than the share which it would legally have been required to pay.

**Article L.321-5**

The liability established in the preceding articles shall also apply in cases in which the collision is caused by the fault of a pilot, even when pilotage is compulsory.

**Article L.321-6**

The foregoing provisions shall apply to compensation for damage caused by the movement of a vessel towards another vessel, even if no collision has taken place.

**Article L.321-7**

Actions for compensation shall be subject to a limitation period of two years from the date of the incident.

Legal actions referred to in the third paragraph of article L.321-4 shall be subject to a limitation period of one year from the day of the payment.

The limitation periods shall not begin to run if it has not been possible to arrest the vessel in the waters subject to Monegasque or French jurisdiction.

The rules governing limitation of the liability of the vessel's owner shall apply to actions brought pursuant to the provisions of the present chapter.

**Article L.321-8**

The provisions of the present chapter, with the exception of the third paragraph of article L.321-7, shall apply to vessels of the State and vessels assigned to a public service.

## **CHAPTER II** **Assistance**

### **Article L.322-1**

Assistance rendered to vessels in danger by other vessels, as well as services of the same kind rendered between vessels, shall be subject to the provisions of the present chapter, regardless of the waters in which the assistance is rendered.

### **Article L.322-2**

Any assistance producing a useful result shall give rise to fair remuneration, even if the vessels belong to the same owner.

Unless otherwise agreed, no remuneration shall be due if the assistance rendered does not produce any useful result; the prevention or limitation of pollution or any other damage to the environment shall be deemed a useful result.

In no case shall the sum to be paid exceed the value of the things saved. However, assistance rendered to a vessel which, either in itself or owing to its cargo, was threatening to cause damage to the environment, shall give rise to compensation equal to the cost of the assistance, including reasonable depreciation of the equipment used.

No remuneration shall be due for the saving of human life.

Persons who save human life who have been exposed to the same dangers shall be entitled to a fair share of the remuneration paid to the salvors of the vessel and its cargo and their attachments.

### **Article L.322-3**

No remuneration shall be due to persons who take part in rescue operations despite the express and reasonable prohibition of the assisted vessel.

### **Article L.322-4**

A tugboat shall be entitled to remuneration for assistance to a vessel which it has towed only if it has rendered exceptional services which cannot be regarded as execution of a towing contract.

### **Article L.322-5**

The amount of the remuneration shall be determined by agreement between the parties or, failing that, by a court.

The same shall apply to the proportion in which such remuneration is divided either between the salvors or between the owners, captain and crew of each of the assisting vessels.

If the assisting vessel is a foreign vessel, such division shall be governed by its national law.

### **Article L.322-6**

Difficulties resulting from an assistance operation, regardless of whether it has given rise to an agreement, shall fall within the jurisdiction of a court of first instance.

The court shall have full competence to assess the validity of the agreement and its fairness.

It shall fix or adjust the remuneration due to the assisting vessel in the light of the circumstances, in particular the value of the vessel or its cargo and the peril to which they and the assisting vessel were exposed.

**Article L.322-7**

The assisting vessel shall not be liable with respect to the assisted vessel or third parties.

However, its liability may be invoked in the event of deliberate or inexcusable negligence. Inexcusable negligence is deliberate negligence accompanied by awareness of the probability of damage and the reckless acceptance of that risk without valid reason.

**Article L.322-8**

Legal actions for payment of remuneration shall be subject to a limitation period of two years from the day on which the assistance operations were concluded.

However, the limitation period shall not begin to run if it has been impossible to arrest the assisted vessel in the waters subject to Monegasque or French jurisdiction.

Actions invoking the liability of the assisting vessel shall be subject to the same limitation period.

**Article L.322-9**

The captain of a vessel shall be required, as far as he can without seriously endangering his own vessel, his crew or his passengers, to render assistance to any person found at sea and in danger of perishing.

The owner of the vessel shall not be liable for violations of the provision contained in the preceding paragraph unless he intervened effectively and directly.

**Article L.322-10**

The provisions of the present chapter, with the exception of the second paragraph of article L.322-8, shall apply to vessels of the State and vessels assigned to a public service.

The provisions of the second paragraph of article L.322-5 shall not apply to vessels of the State.

There shall be no question of remuneration when the assistance is rendered between vessels belonging to the State.

**TITLE III**  
**Captains**

**Article L.330-1**

The captain is the chief of the ship's company, the chief of the maritime expedition and the representative of the owner.

In the absence of the titular captain, his functions shall be exercised by the person who regularly exercises in

fact the command of the vessel.

**Article L.330-2**

The captain shall be appointed by the operator of the vessel or, in the case of a charter transferring to the charterer the powers of the operator, by that charterer.

In the event of the captain's death or his indisposition owing to illness, injury or any other cause, the first mate shall automatically exercise the command of the vessel until arrival at the first port of call.

In the event of the death of the mate called upon under the conditions described above to take command of the vessel, or his indisposition due to illness, injury or any other cause, the functions of captain shall devolve, until arrival at the first port of call, on the deck officer holding highest rank on the crew list and, if the list of such officers is exhausted, on the engine-room officer holding the highest rank, and so on through the hierarchy.

**Article L.330-3**

The captain must hold the diploma or certificate required for the type of navigation practiced by the vessel.

**Article L.330-4**

The recruitment of the captain shall be subject to the provisions of book VI.

**Article L.330-5**

The captain shall be responsible for any fault committed in the exercise of his functions.

**Article L.330-6**

Unless he is prevented from doing so, the captain shall be required personally to steer his vessel when entering or leaving ports, roadsteads, canals and rivers, even when the regulations require the presence of a pilot on board.

The captain of all Monegasque or foreign vessels shall be bound, in the territorial and internal waters of Monaco, to comply with the rules of maritime traffic resulting from international usage and the rules concerning the minimum distances of passage along the coasts of Monaco.

**Article L.330-7**

The captain shall be required to ensure that the inspections specified in the regulations are carried out.

**Article L.330-8**

In the case of all vessels, the captain must have on board:

The certificate of naturalization;

The certificates of safety and the statutory records of the prescribed inspections;

and, depending on the type of navigation:

The ship's articles;

The charter party and the cargo manifests;



The manifests and other customs documents concerning the vessel and its cargo; and any other documents prescribed by the regulations.

**Article L.330-9**

The captain must keep his own log and ensure that the other ship's logs are properly kept.

In the event of a specific incident, he must also draw up a detailed report and have it attested within 24 hours of his arrival in port before a competent magistrate or, when abroad, before a consul of Monaco or, failing that, before a competent local magistrate.

**Article L.330-10**

The ship's log and register shall be deemed authentic with respect to the facts contained therein until proved otherwise.

**Article L.330-11**

At the end of his voyage, the captain shall complete the official formalities for arrival in port.

**Article L.330-12**

If, during the voyage, the captain is obliged to make an unscheduled stop in port, he shall be required, without prejudice to the customs formalities, to state the cause of putting into port to the consul of Monaco or, failing that, to a competent local magistrate.

**Article L.330-13**

A captain who is shipwrecked and has been saved alone or with all or part of his crew shall be required to appear before a competent local magistrate or, abroad, before a consul of Monaco or, failing that, before a competent magistrate at the place of arrival, to make his report and have it attested by the members of his crew who have been rescued and are still with him. He must obtain a certified copy of his report.

The magistrate in question may take any measure to investigate the facts stated in the report.

**Article L.330-14**

The captain shall exercise disciplinary authority over the crew, passengers and any other person on board, by means of regulations, individual orders, or the sanctions mentioned in articles L.632-6 and L.632-8.

He shall exercise on board the functions of civil-registry officer and shall receive sworn statements, under the conditions stipulated in the Civil Code. The originals of civil-registry documents drawn up in this way shall remain annexed to the ship's articles until they are notified to the first Monegasque authority on land having competence in civil-registry matters.

The captain shall act as a criminal investigation police officer with respect to crimes and misdemeanors committed on board.

**Article L.330-15**

When away from the places where the operator has his principal establishment or a branch office, the captain shall

provide for the normal needs of the vessel and the voyage.

He shall exercise commercial functions in the manner fixed by shipping legislation and usage in the interest of the operator, who may not limit or restrict such functions with respect to third parties. In particular, the captain may conclude contracts for the transport of passengers or cargo, sign and deliver bills of lading, receive merchandise on board and ensure its delivery, collect freight charges when payment is due, and take all measures to obtain payment.

**Article L.330-16**

The captain may not enter into any other commitments except in accordance with the express instructions of the operator or, if communication with the operator is impossible, with the authorization of a consul of Monaco or a competent local magistrate.

**Article L.330-17**

When away from the places where the operator has his principal establishment or a branch office, the captain may, in an emergency, take on behalf of the operator any measures for protection of the rights of the owner, the passengers and the shippers.

The operator shall then be deemed to have acted as manager of the affairs of the passengers and shippers.

**Article L.330-18**

The captain shall be prohibited from loading his vessel with merchandise for his own account without the written authorization of the operator.

In the event of violation of this prohibition, the captain shall owe to the operator compensation equal to double the freight charge corresponding to his part of the cargo.

**Article L.330-19**

The captain shall be competent to accept any legal or other documents addressed to the operator.

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**BOOK IV**  
**Maritime navigation**

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**TITLE I**  
**Rules of navigation**

**Chapter I**  
**Definitions**

**Article L.411-1**

Any navigation at sea, in ports and roadsteads as far as the limit of salt water, and in estuaries and rivers as far as the first obstacle to the passage of seagoing vessels shall be deemed maritime.

**Article L.411-2**

Maritime navigation is divided into:

1. Commercial navigation;
2. Navigation for pleasure or sports;
3. Scientific navigation.

**Article L.411-3**

Commercial navigation is navigation practiced for profit.

Navigation for pleasure or sports is navigation practiced for those purposes without any commercial end.

Scientific navigation is navigation practiced for the purposes of research without any commercial end and in accordance with the provisions of the international conventions.

**Article L.411-4**

Commercial navigation has the following three categories:

1. Commercial navigation as such;
2. Commercial fishing;
3. Special forms of navigation.

**Article L.411-5**

The purpose of commercial navigation as such is the carriage of passengers or goods.

It is itself divided into long-haul, coastal and inshore navigation.

**Article L.411-6**

Long-haul navigation is navigation outside the zone delimited as follows:

- To the north: parallel 72<sup>0</sup> north;
- To the west: a line drawn along the meridian of 12<sup>0</sup>40' west from parallel 72<sup>0</sup> north as far as parallel 30<sup>0</sup> north, along the latter parallel as far as 27<sup>0</sup> west, and along the meridian of this latter longitude as far as parallel 10<sup>0</sup> north.
- To the south: parallel 10<sup>0</sup> north to the west of the Greenwich meridian and parallel 30<sup>0</sup> north to the east of the Greenwich meridian.
- To the east: meridian 46<sup>0</sup>20' east.

**Article L.411-7**

Coastal navigation is navigation within the boundaries defined above for long-haul navigation which is not classified as inshore navigation.

**Article L.411-8**

Inshore navigation is navigation by the following vessels:

- (a) Vessels with a maximum gross tonnage equal to 300 register tons navigating only within a zone determined by sovereign order and not more than 20 miles from the coast;
- (b) Barges and other devices of all tonnages towed at sea within the geographical limits defined in the preceding paragraph;
- (c) Vessels of all tonnages which do not normally leave their port and its roadsteads.

**Article L.411-9**

Commercial fishing includes inshore fishing, open-sea fishing and long-range fishing.

Its purpose is to take or raise fish, marine animals, crustaceans, shellfish or other living species useful to man.

**Article L.411-10**

Inshore fishing is fishing practiced along the coasts but not falling within the definition of open-sea fishing.

Open-sea fishing is fishing by vessels of a gross tonnage of more than 25 register tons which normally leave port for a period of more than 72 hours and operate within the following limits:

- To the north: 72<sup>0</sup> of latitude north;
- To the south: the equator;

- To the west: 28° of longitude west (Greenwich);
- To the east: 26° of longitude east (Greenwich).

Long-range fishing is fishing practiced outside the limits fixed in the preceding paragraph.

**Article L.411-11**

Special navigation is any navigation not falling within the scope of article L.411-5 or article L.411-9.

**CHAPTER II**  
**Navigation documents**

**Article L.412-1**

It shall be obligatory for all vessels engaging in maritime navigation to carry a navigation document.

**Article L.412-2**

The ship's articles constitute the navigation document issued to vessels crewed by professional waged seamen.

**Article L.412-3**

The sea letter is the navigation document issued to commercial vessels not crewed by professional seamen.

**Article L.412-4**

The certificate of naturalization serves as the navigation document for pleasure and sports vessels having no waged crew members.

**Article L.412-5**

The conditions for the issue and renewal of the navigation documents specified in articles L.412-2 and L.412-3 shall be determined by sovereign order issued on the basis of the opinion of the Council of the Sea.

**Article L.412-6**

Without prejudice to the penal sanctions which may be incurred by offenders, the ship's articles shall be refused or withdrawn in respect of any vessel whose captain or officers have not satisfied or no longer satisfy the conditions for the exercise of their functions.

**Article L.412-7**

The statements contained in the ship's articles shall be deemed authentic for legal purposes until proved otherwise.

**Article L.412-8**

No vessel may put to sea without its navigation documents. These documents must be produced at the request of a competent authority, either at sea or in port. If a vessel is laid up during the period of validity of its navigation documents, and in all the other cases stipulated by sovereign order, these documents must be deposited with the competent authority.

### **CHAPTER III** **Identification of vessels**

#### **Article L.413-1**

Vessels are every kind of craft, including floating devices, which navigate on or under the surface or which are stationed at sea, except for the boats and floating devices specified in article L.311-3.

#### **Article L.413-2**

All vessels must be registered with the Department of Maritime Affairs.

#### **Article L.413-3**

The conditions for such registration shall be fixed by sovereign order.

#### **Article L.413-4**

All vessels engaging in maritime navigation must show on the stern the name of the vessel and that of the port of Monaco.

Furthermore, all vessels of a gross tonnage equal to or higher than 25 register tons must carry their name on the bow and on each side.

The forms of these inscriptions shall be fixed by sovereign order.

#### **Article L.413-5**

All vessels must show the other external markings specified by sovereign order.

### **TITLE II** **Maritime safety**

### **CHAPTER I** **General provisions**

#### **Article L.421-1**

The present title shall apply to Monegasque vessels falling within the scope of book III, title I.

It shall also apply to:

1. Monegasque vessels not referred to in the preceding paragraph;
2. Foreign vessels calling in at a port of the Principality, under the conditions specified by sovereign order.

#### **Article L.421-2**

The rules on the safety of the vessel, its crew and other persons on board include:

1. The rules on prevention of collisions;
2. The rules establishing the authorized displacement limits for vessels making international voyages as codified by the London International Convention on Load Lines of 5 April 1966;
3. The rules designed to safeguard human life at sea and ensure the quality of living conditions on vessels;
4. The rules on the prevention of pollution, without prejudice to the provisions of book II, title II, of the present Code;
5. The rules establishing the qualifications for commanding and steering a vessel.

These rules shall be determined by sovereign order.

#### **Article L.421-3**

Safety documents and pollution-prevention certificates may be issued by the Minister of State only on the recommendation of the Commission referred to in book I, title II.

If a vessel cannot put to sea without danger to itself, its crew and the other persons on board or to the marine environment and its related interests as defined by the Brussels Convention of 29 November 1969, the Director of Maritime Affairs may prohibit or postpone its departure until the irregularities identified by inspection have been corrected.

Safety documents and pollution-prevention certificates shall be withdrawn by the authority which issued them, before the expiry of their validity, if the vessel ceases to satisfy the conditions for their issue. They shall be returned when these conditions have once again been satisfied.

#### **Article L. 421-4**

Apart from the powers exercised by the officers and men of the criminal investigation police in accordance with the provisions of the Code of Criminal Procedure, the following persons shall have free access on board any vessel to carry out the inspections provided for in articles L.120-1 and L.421-3 or to participate in such inspections:

- Officials of the Department of Maritime Affairs;
- The Director of Public Safety, Chief of the Maritime Police;
- Medical doctors designated by the Director of Health and Social Action;
- Labour inspectors;
- Officials of the telecommunications administration responsible for inspecting radio equipment;
- Members of the Inspection Commission.

## **CHAPTER II** **Criminal provisions**

### **Article L.422-1**

Without prejudice to the powers exercised by the officers and men of the criminal investigation police in accordance with the provisions of the Code of Criminal Procedure, violations of the sovereign orders issued for the application of international treaties or agreements and violations of the present Act and the sovereign orders issued for its application shall be reported by the Director of Maritime Affairs or the Director of Public Safety, Chief of the Maritime Police, each within his sphere of competence, or by those of their agents duly authorized, commissioned and sworn for this purpose.

### **Article L.422-2**

Reports drawn up pursuant to article L.422-1 shall be deemed authentic until proved otherwise.

They shall be transmitted immediately to the Procurator-General.

Alleged offenders shall be brought before the criminal courts of the Principality.

### **Article L.422-3**

Any shipbuilder, operator, owner or captain who violates the provisions of article L.421-2 or the sovereign orders issued for its application shall incur the fine provided for in article 26, paragraph 3, of the Criminal Code.

The same penalty shall apply to persons responsible for loading, unloading, packaging and handling operations who do not comply with the regulations on the carriage of grain, dangerous goods and harmful substances.

However, in the case of a vessel defined in subparagraph 1 of the second paragraph of article L.421-1, the fine shall be the one provided for in article 26, paragraph 1, of the Criminal Code.

### **Article L.422-4**

Any operator, captain or owner who navigates or attempts to navigate a vessel without a current safety document or pollution-prevention certificate shall be sentenced to a term of imprisonment of between one month and one year and to the fine provided for in article 26, paragraph 3, of the Criminal Code or to only one of these two penalties.

However, if it is proved that the captain received an order from the operator or owner, his sentence shall be a term of imprisonment of between one and three months and the fine provided for in article 26, paragraph 2, of the Criminal Code.

### **Article L.422-5**

Any person who manufactures for sale or who sells to a user safety or pollution-prevention equipment which does not meet the statutory standards for approval of such equipment shall be sentenced to a term of imprisonment of between one month and one year and to the fine provided for in article 26, paragraph 3, of the Criminal Code or to only one of these two penalties.

### **Article L.422-6**

The terms of imprisonment and the fines provided for in the preceding articles may be doubled if the offence is



repeated.

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**BOOK V**  
**Operation of vessels**

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**TITLE I**  
**Shipping interests**

**CHAPTER I**  
**Operators**

**Article L.511-1**

The operator is the person who operates the vessel on his own behalf, regardless of whether he is the owner.

**Article L.511-2**

The operator may be a natural person, a co-owner of the vessel, or a legal person incorporated under ordinary law.

**Article L.511-3**

The owner or co-owners of the vessel shall be deemed to be its operator.

In the case of a charter, the charterer shall become the operator of a vessel if the charter contract so provides and has been duly published in the register referred to in article L.311-4.

**Article L.511-4**

The operator shall be responsible for his employees on land and at sea in accordance with the provisions of ordinary law. In particular, he shall be personally responsible for the obligations deriving from the legal instruments and contracts concluded by the captain in the exercise of his legal functions, as well as for the acts and faults of the captain, the crew and any other person in the service of the vessel acting within the framework of their respective functions.

The operator shall enjoy the limitation of liability provided for in article L.312-1, subject to the provisions of article L.623-47.

However, this limitation of liability may not be relied upon in the case of claims in respect of assistance, salvage or contributions to general average.

If legal actions are brought against the captain or a member of the crew whose commitments, acts or faults may entail the operator's liability, the operator shall be entitled to rely on the limitation of liability provided for in article L.312-1.

## **CHAPTER II** **Subsidiary shipping interests**

### **Section I** **Shipbrokers**

#### **Article L.512-1**

Shipbrokers shall be appointed and may be dismissed by sovereign order on the proposal of the Minister of State.

Their number shall not be limited.

#### **Article L.512-2**

Shipbrokers are agents accredited, under the conditions fixed by sovereign order, to the various administrations: they are authorized to deal, with respect both to entering and to leaving a port, with matters connected with the management of vessels before the competent authority, port authority, court of first instance, customs or health service.

They may act as chartering brokers.

They shall be entitled to translate, in connection with claims brought before the courts, the statements, charter parties, bills of lading, contracts and any other documents requiring translation.

Except in the case of sale following seizure and subject to the provisions of the second paragraph of article L.315-19, they may effect the public auction of vessels. They may not purchase, either on their own behalf or on behalf of a third party, vessels or their attachments entrusted to them for sale or for valuation.

#### **Article L.512-3**

Shipbrokers shall be authorized to engage in any commercial activity. In particular, they may be operators or ship's agents.

#### **Article L.512-4**

Shipbrokers shall keep a register in which they enter day by day without gaps or deletions and in numerical order all the legal acts, formalities or other operations for the execution of which they are authorized to charge a fee.

#### **Article L.512-5**

Fees may be charged by shipbrokers for the following services:

1. Management of a vessel, including the discharge of obligations and completion of formalities before a court of first instance, customs service or other public agency;
2. Chartering or the procurement of cargo;
3. Sale of a vessel;
4. Translation of documents drafted in foreign languages.

The amount of the commission for this work shall be fixed by common accord between the shipbroker and the shipping interests concerned.

## Section II Ship's agents

### Article L.512-6

A ship's agent acts as the salaried agent of the operator: as such, he carries out, for the needs and for the account of the vessel and the voyage, the operations which the captain does not carry out himself.

In the captain's stead he deals with matters connected with departure, reception and arrival, and the delivery of goods, as well as with other matters normally connected with a vessel's stay in a port.

He provides for the normal needs of the vessel and the voyage.

### Article L.512-7

A ship's agent may be assigned any other tasks by the operator or the captain.

### Article L.512-8

Claims against the operator arising from the acts of a ship's agent when, in accordance with the third paragraph of article L.512-6 above, the agent is providing for the vessel's normal needs in the captain's stead shall be treated as secured claims under article L.314-1, paragraph 6.

### Article L.512-9

Any judicial or extrajudicial documents which the captain is authorized to receive may be notified to the ship's agent.

### Article L.512-10

Any legal actions against the operator resulting from the operations referred to in article L.512-6 above may, notwithstanding any provision to the contrary, be brought before a court at the domicile of the ship's agent who carries out the operations in question.

### Article L.512-11

With regard to the loss of or damage to goods which he is keeping or handling, a ship's agent shall be liable only under the conditions and within the limits specified in articles L.523-3 to L.523-6 below.

With regard to other operations carried out by a ship's agent pursuant to the first paragraph of article L.512-6 above, a ship's agent shall be liable in accordance with the provisions of ordinary law.

## Section III Consignees

### Article L.512-12

A consignee acts as the salaried agent of persons holding entitlement to goods. He takes delivery of such goods on their behalf and pays the freight charges when they are due.

**Article L.512-13**

A consignee must notify the carrier or his representative of any discrepancies in the condition or quantity of the goods in accordance with the conditions and within the time limits specified by the applicable law.

If such discrepancies are not notified, the consignee shall be deemed to have received the goods in the condition and quantity described in the bill of lading; however this assumption may be disproved by the reports of the ship's agent or the carrier.

**Article L.512-14**

A consignee shall be liable for loss of or damage to goods only under the conditions and within the limits specified in articles L.523-3 to L.523-6 below.

**Section IV**  
**Common provisions**

**Article L.512-15**

All legal actions against ship's agents or consignees shall be subject to a limitation period of one year from the day of the conclusion or execution of the operation to which the action pertains.

**Article L.512-16**

In international matters, the acts performed and contracts concluded by ship's agents or consignees shall be governed by the law of the port in which they operate.

**Article L.512-17**

The functions of ship's agent, consignee or stevedoring company may be performed by the same person.

In such cases, the applicable rules shall be the rules applicable to the function exercised at the time when the event giving rise to the claim occurred.

**CHAPTER III**  
**Towing operations**

**Article L.513-1**

A towing contract exists when one or more tugboats provide a vessel with power enabling it to move or manoeuvre without such services having the character of assistance or salvage.

A towing agreement may be proved by any available means, including the acceptance by the captain of the towed vessel of the services offered by the towing vessel.

Towing charges shall be fixed by the regulations or practice of the port of the towing vessel or, failing that, by agreement between the parties.

**Article L.513-2**

Towing operations in port shall be carried out under the direction of the captain of the towed vessel.

Damage of any kind caused during towing operations either by the towed vessel or by the tugboat shall be the responsibility of the towed vessel, unless negligence on the part of the tugboat is established.

The parties may, by express and written agreement, entrust the direction of the operations to the captain of the towing vessel: any damages shall then be the responsibility of the tower, unless he establishes gross negligence on the part of the towed vessel.

**Article L.513-3**

Towing operations outside the limits of the internal waters of Monaco shall be effected under the direction of the captain of the tugboat.

Damage of any kind caused during towing operations, either by the towed vessel or by the tugboat, shall be the responsibility of the tower, unless he establishes negligence on the part of the towed vessel.

The parties may, by express and written agreement, entrust the direction of the operations to the captain of the towed vessel: the damage shall then be the responsibility of the towed vessel, unless it establishes gross negligence on the part of the tugboat.

**Article L.513-4**

A transport contract is a contract under which a towing company agrees to move by sea a floating device, dock, tank or other body having no means of propulsion.

The personnel on board the towed device shall be deemed employees of the towing company for the duration of the towing operation, regardless of the conditions of their recruitment and remuneration.

Between the parties and unless otherwise agreed, the obligations of the towing company shall be the ones fixed by ordinary transport law. The rules of chartering shall not be applicable to the contract.

With respect to third parties, the tugboat and the towed device shall constitute a whole, responsibility for which shall rest entirely with the towing company, except when factors beyond its control intervene.

**Article L.513-5**

Legal actions arising from towing operations shall be subject to a limitation period of two years from the completion of the operation.

**TITLE II**  
**Chartering and carriage of goods by sea**

**CHAPTER I**  
**Chartering**

**Section I**  
**General rules**

**Article L.521-1**

Under a charter contract or charter party an operator undertakes, by means of a charter, to place all or part of a vessel at the disposal of a charterer.

The conditions and the effects of a charter shall be defined by the parties to the contract or, failing that, by the provisions of the present title.

Any change of owner or operator of the vessel during the charter shall not have any effect on the execution of the charter party. However, an operator who has concluded a charter contract shall remain responsible to the vessel's new owner or operator in respect of the obligations resulting from that contract.

**Article L.521-2**

In international matters, the law of the vessel's flag State shall apply to the contract, unless agreed otherwise by the parties.

**Article L.521-3**

Charters shall be drawn up in writing. The charter party is the document which sets out the commitments of the parties.

The provisions of the preceding paragraph shall not apply to vessels of under 10 register tons.

A charter party shall include:

1. The surnames, forenames, status, and place of residence of the parties;
2. A description of the vessel;
3. The reciprocal obligations of the parties;
4. The scope, either total or partial, of a charter and, in the case of a partial charter, an indication of the holds or other spaces placed at the disposal of the charterer;
5. Where necessary, the agreement or refusal of the operator to load or have loaded harmful or dangerous substances or goods containing such substances;
6. The freight tariff.

**Article L.521-4**

The operator shall have a secured claim to the goods for payment of his freight charges.

A consignee or receiver of the goods who requests their delivery shall automatically become responsible for payment of any freight charges due.

**Article L.521-5**

If the operator receives no payment at the time of the unloading of the goods, he may not keep them on board the vessel but he may consign them to a third party and have them sold, unless the charterer deposits a security.

Such consignment of goods shall be authorized by an interim ex parte order and their sale by an interim relief order.

**Article L.521-6**

Legal actions resulting from a charter contract shall be subject to a limitation period of one year. Such period shall have its effects and may be suspended or terminated in accordance with ordinary law.

The limitation period shall begin to run in accordance with the provisions of articles L.521-14, L.521-23, L.521-38 and L.521-42.

**Section II**  
**Bareboat charters**

**Article L.521-7**

Under a bareboat-charter contract an operator undertakes in return for payment of a leasing charge to place a specific vessel, without fittings or equipment or with incomplete fittings and equipment, at the disposal of a charterer for a specified period.

In addition to the information specified in article L.521-3, a bareboat charter contract must state:

1. The period for which the vessel is placed at the disposal of the charterer;
2. The fittings or equipment left in place by the operator in the case of partial fitting-out.

**Article L.521-8**

The operator shall be required to deliver the designated vessel, on the date and at the place agreed, in a good state of seaworthiness and fit for the service for which it is intended.

**Article L.521-9**

The operator shall be responsible for repairs and replacements rendered necessary by inherent vices of the vessel.

If the vessel is immobilized owing to such a vice, no leasing charge shall be due during the period of immobilization if it exceeds 24 hours.

**Article L.521-10**

The charterer may use the vessel for all purposes for which it is normally used.



He shall have use of shipboard materials and equipment but must restore them, at the end of the contract, in the same quantity and the same quality, subject to normal wear and tear.

#### **Article L.521-11**

The charterer shall be responsible for the maintenance of the vessel and for repairs and replacements other than the ones referred to in article L.521-9 above.

The charterer shall recruit the crew and pay its wages and its food and related costs. He shall bear all the costs of operating the vessel. He shall insure the vessel.

He shall secure the operator against any legal action by a third party resulting from the operation of the vessel.

The charterer shall exercise the nautical and commercial management of the vessel. He shall be responsible for the obligations created by the captain for the servicing of the vessel.

#### **Article L.521-12**

The charterer must return the vessel at the end of the contract in the state in which he received it, subject to normal wear and tear of the vessel and its tackle and equipment.

#### **Article L.521-13**

In the event of delay in the return of the vessel and subject to proof by the operator of more serious harm, the charterer shall owe compensation equal during the first 15 days to the amount of the leasing charge and subsequently to double that charge.

#### **Article L.521-14**

The limitation period of legal actions resulting from a charter contract shall begin on the date of the expiry of the contract or the termination of its execution.

### **Section III** **Time charters**

#### **Article L.521-15**

Under a time charter an operator undertakes to place a fully equipped vessel at the disposal of a charterer for a specified period.

#### **Article L.521-16**

In addition to the information specified in article 521-3, a time-charter contract must state:

1. The duration of the contract;
2. The geographical limits within which the charterer may use the vessel;
3. The envisaged operations.

#### **Article L.521-17**

The operator shall undertake to deliver the designated vessel on the date and at the place agreed and to maintain it

for the duration of the contract in a good state of seaworthiness, fitted out and suitably equipped for the operations envisaged in the charter party.

**Article L.521-18**

The operator shall retain the nautical management of the vessel.

The operator shall be responsible for damage suffered by the cargo if it is established that such damage is due to his failure to fulfil his obligations. However, he shall not be liable for a nautical error by the captain or his subordinates.

**Article L. 521-19**

The commercial management of the vessel shall rest with the charterer.

He shall bear all the costs of the commercial operation of the vessel.

The charterer shall be responsible for damage suffered by the vessel as a result of its commercial operation.

**Article L.521-20**

In all matters connected with the commercial management of the vessel, the captain must comply with the instructions which he receives from the charterer, within the limits specified in the charter party.

**Article L.521-21**

The charter charges shall come into effect on the day on which the vessel is placed at the disposal of the charterer in accordance with the conditions of the contract.

They shall be paid monthly in advance.

They shall not be payable under all circumstances.

The charterer may cancel the contract in the event of a delay in the delivery of the vessel and seek damages for the harm suffered, unless the operator can prove a cause beyond his control or that the delay was without consequence for the charterer. If the operator informs the charterer that the vessel will be delivered late, the charterer may state his intention either to cancel or to uphold the contract.

**Article L.521-22**

Freight charges shall not be due for periods during which the vessel is commercially out of service if its immobilization exceeds 24 hours.

If the chartered vessel is lost, destroyed or rendered irreparable, freight charges shall be due up to the time when the vessel ceased to be available for use by the charterer.

**Article L.521-23**

The limitation period of legal actions arising from a time charter shall begin on the date of the expiry of the contract or the suspension of its execution.

**Section IV**  
**Voyage charters**

**Article L.521-24**

Under a voyage charter an operator places all or part of a vessel at the disposal of a charterer for one or more specified voyages.

**Article L.521-25**

In addition to the information specified in article L.521-3, a voyage-charter contract must state:

1. The nature and volume of the cargo;
2. The places of loading and unloading;
3. The time envisaged for loading and unloading;
4. The envisaged operations.

**Article L.521-26**

The operator shall undertake:

1. To deliver the designated vessel on the date and at the place agreed and to maintain it during the voyage in a good state of seaworthiness, fitted out and suitably equipped for the operations envisaged in the contract;
2. To do everything within his power to make the voyage or voyages mentioned in the charter-party.

**Article L.521-27**

The operator shall retain the nautical and commercial management of the vessel.

He shall be liable for the goods received on board by the captain, within the limits specified in the charter party.

He shall be released from this liability by proving either that he has fulfilled his obligations as operator or that the damage is not due to his failure to fulfil those obligations, or that the damage is due to a nautical error of the captain or his subordinates.

**Article L.521-28**

The charterer must deliver on board the quantity of goods specified in the contract. If he fails to do so, he shall still be liable for the freight charges for that quantity of goods and for any costs which may result for the vessel; in return, however, the expenses saved for the vessel and three quarters of the freight charges for any goods taken on board in replacement shall be deducted from the amount owed.

Subject to the provisions of subparagraph 5 of the third paragraph of article L.521-3, a charterer who loads dangerous, harmful or prohibited goods shall be liable to the operator in respect of the cargo, and to all third parties having an interest therein, for any damage which such goods may cause. The acceptance of the goods in question by the captain shall extinguish this liability only with regard to the operator.

**Article L.521-29**

The charterer must load and unload the goods within the periods assigned to him in the charter party.

If the charter party clearly states one period for loading and one period for unloading, these periods are not interchangeable and must therefore be counted separately.

**Article L.521-30**

The starting point and the calculation of the days of loading and unloading known as "lay days" shall be governed by the agreement between the parties or, failing that, by the usual practice of the port where the operations take place or, failing that, according to the usual shipping practice.

**Article L.521-31**

Failure to observe the established time limits shall render the charterer fully liable for any demurrage regarded as a freight surcharge.

The amount of the demurrage shall be determined by the agreement between the parties or, failing that, in accordance with the practice of the port where the operations take place.

**Article L.521-32**

The contract shall be cancelled without damages on either side if, before the vessel sails, a prohibition is imposed on trade with the country to which it is bound or if any other event of force majeure renders the voyage impossible.

**Article L.521-33**

The charterer may terminate the contract before any loading has begun. In such cases, he shall owe compensation corresponding to the harm suffered by the operator up to a limit equal to the amount of the freight charges.

**Article L.521-34**

If an event of force majeure prevents the departure of the vessel for only a short time, the agreement shall remain in force and there shall be no question of damages in respect of the delay.

The agreement shall also remain in force and there shall be no increase in the freight charges if the event of force majeure occurs during the voyage and interrupts it for a time.

In such cases, the charterer may unload the goods at his own expense: he shall then owe the entire freight charge.

**Article L.521-35**

If the vessel is prevented from entering port for a long time, the captain must obey the orders given by common accord by the operator and the charterer or, in the absence of such orders, put into a neighbouring port where he can unload.

**Article L.521-36**

If the vessel is permanently halted during a voyage owing to an event not attributable to the operator, the charterer shall owe a compensatory freight charge.

**Article L.521-37**

During a voyage by a vessel subject to only one charter, the charterer may have the goods unloaded: he shall then pay the entire freight charge for the voyage together with the costs of the unloading operations.

**Article L.521-38**

The limitation period of legal actions arising from a charter contract shall run from the time of completion of the unloading of the goods or from the time of the event which terminated the voyage.

**Section V**  
**Subletting of charters**

**Article L.521-39**

A charterer may sublet the vessel or use it to execute carriage contracts.

A bareboat charterer may not sublet the vessel bareboat except with the written consent of the operator and within the limits and under the conditions of a contract approved by the operator.

**Article L.521-40**

The subletting of a charter shall not release the charterer from his obligations towards the operator under the charter contract.

**Article L.521-41**

Subject to a limit of the freight charges owed to him by the charterer, the operator may take action against a subletter for payment of the freight charges still owed by the subletter.

A sublet shall not establish any other direct relation between the operator and the subletter.

**Article L.521-42**

The limitation period of actions arising from a sublet shall run:

- In the case of a time charter, from the expiry of the contract or the termination of its execution;
- In the case of a voyage charter, from the completion of the unloading of the goods or from the time of the event which put an end to the voyage.

**CHAPTER II**  
**Carriage of goods**

**Section I**  
**General rules**

**Article L.522-1**

In the present chapter:

- The term "carrier" means any person by whom or on behalf of whom a contract for the carriage of goods by sea is concluded with a shipper;

- The term "shipper" means any person by whom or on behalf of whom a contract for the carriage of goods by sea is concluded with a carrier, and it includes any person by whom or on behalf of whom or on whose account the goods are actually delivered to the carrier under a contract for the carriage of goods by sea.

Under a contract for the carriage of goods by sea, the shipper undertakes to pay a specific freight charge and the carrier undertakes to carry a specific cargo from one port to another.

**Article L.522-2**

The contract shall be cancelled if, owing to force majeure, the departure of the vessel which was to carry the goods is prevented or delayed in such a way that the carriage cannot usefully be executed for the shipper or without risk to the carrier that his liability will be entailed.

In such cases, the cancellation shall not give rise to any damages on either side.

**Article L.522-3**

If the same effect is produced by a fault of the carrier, the contract may be cancelled at the request of the shipper.

The shipper shall be entitled to damages commensurate with the harm which he has suffered. The amount may not exceed the figure fixed pursuant to article L.522-35.

**Article L.522-4**

The provisions of the present chapter shall apply from the time of acceptance to the time of delivery.

**Article L.522-5**

The present chapter shall apply to the carriage of goods from or to Monaco, unless such goods are subject to an international convention to which Monaco is a party.

**Article L.522-6**

The provisions of the present title shall apply:

1. In the absence of a charter contract, between all the parties having an interest in the carriage operation;
2. In the relations between a carrier and third carriers, to bills of lading issued under a charter contract.

**Section II**  
**Bills of lading**

**Article L.522-7**

The carrier or his representative must, at the request of the shipper, deliver to him a bill of lading after acceptance of the goods.

The bill of lading shall attest the acceptance or loading of the goods on the vessel by the carrier or his agent and the carrier's obligation to deliver the goods against a duly endorsed original copy of the bill of lading.

This obligation arises from a statement in the bill of lading that the goods are to be delivered to a named person or to order or to bearer.

A bill of lading naming the receiver of the goods shall not be negotiable. The carrier or his agent may deliver the goods only to the person named, on presentation of an original copy of the bill of lading.

A bill of lading made out to order shall be negotiable by endorsement. The carrier or his agent may deliver the goods only to the bearer of the endorsed bill of lading, even if the name is not filled in.

A bill of lading made out to bearer shall be negotiable on presentation alone. The carrier or his agent must deliver the goods to any applicant in possession of such a bill of lading.

**Article L.522-8**

A bill of lading must mention:

- The general nature of the goods, their principal identification marks, an express declaration of the dangerous nature of the goods if necessary, the number of packages or pieces, and the weight of the goods or their quantity expressed in some other way, in accordance with the information provided by the shipper;

- The carrier's name and main place of business;

- The name and signature of the shipper or his representative;

- The receiver, if he has been designated by the shipper;

- The envisaged port of loading and the date of receipt of the goods at that port;

- The port of discharge;

- The number of original copies of the bill of lading;

- The place of issue of the bill of lading;

- The signature of the carrier or his representative;

- The freight charge if it is to be paid by the receiver, or any other statement that the freight charge is to be paid by the receiver;

- A statement that the bill of lading is governed by the provisions of the present chapter, which shall render any provision derogating therefrom void to the prejudice of the shipper and the receiver;

- A statement, where necessary, that the goods will or may be carried on deck;
- The date of delivery of the goods or the period within which they are to be delivered at the port of discharge, if such date or period has been agreed between the parties.

The endorsement "received on board" ("embarqué") on the bill of lading shall be deemed to certify that the goods have been loaded on board the vessel.

The bill of lading shall constitute a presumption, unless proof is provided to the contrary, that the carrier has received the goods as described. However, such proof shall not be admissible if the bill of lading has been transferred to a third carrier in good faith.

#### Article L.522-9

All bills of lading must be drawn up in at least two original copies, one for the shipper and the other for the carrier. The original copies shall be signed by the carrier or his representative and by the shipper no later than 24 hours after the loading of the goods.

The original copies shall be dated. The number of original copies shall be indicated on each copy.

#### Article L.522-10

The shipper shall be responsible for the accuracy of the details of the goods as described in his statements on the bill of lading.

Any inaccuracy on the part of the shipper shall entail his liability towards the carrier.

The carrier may rely on this provision only against the shipper.

#### Article L.522-11

If a bill of lading contains details of the nature, principal marks, number of packages or pieces, or the weight or quantity of the goods which the carrier or the person who issues the bill of lading on his behalf knows, or suspects for some reason, not to constitute an accurate description of the goods which he has accepted, or if he has insufficient means to verify such details, the carrier or the said person must enter a discrepancy report in the bill of lading specifying the inaccuracies, the reasons for his suspicions, or his lack of sufficient means of verification.

#### Article L.522-12

Any letter of indemnity or any agreement by which the shipper undertakes to compensate the carrier for any harm resulting from the issue by the carrier or his representative of a bill of lading not containing a discrepancy report concerning the information provided by the shipper or concerning the apparent condition of the goods shall be void with respect to third parties.

If a discrepancy report deliberately omitted would have related to a vice in the goods which the carrier was or should have been aware of at the time of signature of the bill of lading, he may not rely on such a vice to escape his liability and shall not benefit from the limitation of liability provided for in article L.522-35 below. Nor may the carrier rely on a letter of indemnity against the shipper if he has acted with the intention of harming a third party.



**Section III**  
**Execution of contracts**

**Article L.522-13**

The shipper or his representative must present the goods at the time and place fixed by the agreement between the parties or by the practice of the port of lading.

A shipper who does not present his goods at such time and place shall pay compensation corresponding to the harm suffered by the carrier and equal to at least the amount of the agreed freight charge.

**Article L.522-14**

The shipper must affix to the goods sufficient marks for their identification and in such a way that these marks will remain readable under normal conditions until the end of the voyage.

If necessary, he must affix to the goods any special marks required under the regulations on the carriage of dangerous goods.

**Article L.522-15**

Where necessary, the shipper must declare the dangerous nature of the goods presented by him and indicate any precautions which should be taken.

Goods consisting of inflammable, explosive or dangerous materials, the loading of which would not have been agreed to by the carrier or his representative if they had known their nature, may at any time and in any place be unloaded, destroyed or rendered harmless by the captain, without compensation; the shipper shall be liable in addition for any damage or costs which may result from the loading of the goods.

If the carrier, knowing the nature of such goods, agrees to their loading, the captain may not unload them or destroy them or render them harmless unless they endanger the vessel or its cargo; no compensation shall be due, except in respect of general average when applicable.

**Article L.522-16**

The shipper shall be liable for damage caused to the vessel or to other goods by his fault or by an inherent vice in his goods.

**Article L.522-17**

The amount of the cost of carriage, or freight charge, shall be fixed by agreement between the parties. It shall be paid by the shipper.

In the case of a freight charge payable on delivery, the receiver shall also be liable for such charge if he accepts delivery of the goods.

**Article L.522-18**

No freight charge shall be due in respect of goods lost by maritime peril or owing to the failure of the carrier to fulfil the obligations set out in articles L.522-20 and L.522-21.

The carrier shall be paid the freight charge in respect of goods jettisoned at sea for the common safety,

provided that a general average contribution has been paid.

**Article L.522-19**

The carrier shall have a secured claim to the goods for payment of the freight charge for 15 days after their delivery, if they have not been transferred to a third party.

This claim shall subsist in the event of judicial liquidation or the admission of the shipper or the claimant into official receivership during the 15-day period.

**Article L.522-20**

Notwithstanding any provision to the contrary, the carrier shall be required, before the beginning of the voyage:

- (a) To put the vessel in a good state of seaworthiness, in the light of the voyage which it is to make and the goods which it is to carry;
- (b) To fit out, equip and supply the vessel appropriately;
- (c) To adapt and put in good order all or part of the vessel where the goods are to be stowed.

**Article L.522-21**

Notwithstanding any provision to the contrary, the carrier shall be required to attend, in an appropriate and careful manner, to the loading, handling, stowage, carriage, protection and unloading of the goods.

**Article L.522-22**

Except when the goods are loaded in containers on board vessels equipped with appropriate facilities for container transport, the carrier shall be deemed negligent if, without the express agreement of the shipper in the bill of lading or in contravention of the relevant regulations, he loads the goods on the vessel's deck.

If the carrier and the shipper have agreed that the goods shall or may be carried on deck, the carrier shall mention this agreement in the bill of lading or in any other document constituting proof of a contract for carriage of goods by sea.

**Article L.522-23**

The carriage of goods on deck in violation of an agreement stipulating expressly that the goods are to be carried in a hold shall be deemed an act or omission of the carrier within the meaning of article L.522-39.

**Article L.522-24**

The carrier shall be required to transport the goods by the most direct route. He shall not make any unjustified deviations.

**Article L.522-25**

If the voyage is interrupted or if it is completed at a port other than the port specified in the contract, the carrier or his representative must, on pain of payment of damages, promptly ensure the trans-shipment of the goods and their carriage to the specified port of destination.

The carrier shall be under this obligation regardless of the cause of the interruption of the voyage or deviation

of the vessel.

**Article L.522-26**

In the event of trans-shipment to another vessel pursuant to article L.522-25 above, the cost of the trans-shipment and the freight charges due for the completion of the carriage of the goods shall be borne by the shipper, except when the interruption is due to an event for which the carrier is liable pursuant to the provisions of article L.522-31.

In all cases, the carrier shall retain the freight charges fixed for the entire voyage.

**Article L.522-27**

The carrier or his representative must deliver the goods to the receiver or his representative.

The receiver is the person whose name is indicated on a straight bill of lading, or the person who presents a blank bill of lading on arrival, or the last endorsee on an order bill of lading.

**Article L.522-28**

The submission of an original copy of the bill of lading shall certify delivery, except when proved otherwise.

As soon as one of the bills of lading has been executed, the other original copies shall no longer be valid.

**Article L.522-29**

The carrier or his representative may not retain the goods on board the ship for failure to pay the freight charges.

**Article L.522-30**

If the goods are not claimed, or if the delivery or the payment of the freight charges is disputed, the carrier or his representative may, by order of a court:

- (a) Cause all or part of the goods sold for payment of the freight charges, unless the receiver deposits a security;
- (b) Obtain an order for the remainder of the goods to be stored.

In the event of a shortfall, the carrier shall retain his right to take action against the shipper for payment of the freight charges.

**Section IV**  
**Carrier's liability**

**Article L.522-31**

A carrier shall be liable for any harm resulting from loss of or damage to the goods or to a delay in their delivery, if the event which causes the loss, damage or delay takes place after the acceptance of the goods and before their delivery, unless the carrier can prove that he himself, his employees and agents have taken all the measures which could reasonably be required of them to prevent the event and its consequences.

**Article L.522-32**

There is a delay in delivery when the goods are not delivered at the port of discharge specified in the carriage

contract by the expressly agreed time limit or, in the absence of such an agreement, by the time limit which it is reasonable to require a diligent carrier to meet in the light of the circumstances.

#### Article L.522-33

A carrier shall not be liable for loss of or damage to the goods or for delays arising from:

- (a) Perils, hazards or casualties of the sea or other navigable waters;
- (b) Acts of war, riots, civil disturbances, piracy, arrest or constraint by the public authorities, or quarantine restrictions;
- (c) Partial or total strikes, lock-outs or work stoppages regardless of their cause;
- (d) Any other external cause not attributable to an act or fault of the carrier or an act or fault of his agents or employees;
- (e) Faults of the shipper, in particular those affecting the wrapping, packaging or marking of the goods;
- (f) An inherent vice or the special nature of the goods or loss of weight in transit within the standard tolerance at the port of destination;
- (g) Nautical errors of the captain, pilot or other employees of the carrier;
- (h) The saving or attempted saving of lives or goods at sea or a deviation for such purposes;
- (i) A fire;
- (j) Unseaworthiness or a hidden vice of the vessel, provided that the carrier establishes that he has done everything possible to make the vessel seaworthy or that the vice escaped his vigilant inspection.

#### Article L.522-34

However, the shipper or his successors or assigns may, in the cases listed above, prove that the losses or damage are due, in whole or in part, to a fault of the carrier or his employees other than the faults specified in subparagraph (g) of the preceding article.

#### Article L.522-35

With respect to loss of or damage to the goods, the carrier's liability may not exceed a sum determined by package or unit or by kilogram of gross weight of the lost or damaged goods, the amounts of which shall be fixed by sovereign order, the upper limit being applicable.

When a container, a pallet, or any similar device is used for carrying goods, any package or unit listed in the bill of lading as being included in such container, pallet or device shall be regarded as a package or unit within the meaning of the preceding paragraph. Otherwise the container, pallet or device shall itself be regarded as a package or unit within the meaning of the preceding paragraph.

#### Article L.522-36

The limit established above shall not apply when the nature and value of the goods have been declared by the shipper before loading and such declaration has been entered in the bill of lading. Such a declaration shall be binding on the carrier unless he can prove otherwise.

**Article L.522-37**

The provisions of articles L.522-35 and L.522-36 above shall not deprive the carrier of the right to request the benefit of the operator's limitation of liability provided for in article L.312-1.

**Article L.522-38**

A carrier's liability in the event of delay in delivery shall be limited to a sum not exceeding the total amount of the freight charges payable under the contract for carriage of goods by sea.

**Article L.522-39**

The carrier may not benefit from the limitation of liability established by articles L.522-35 and L.522-38 if it is proved that the damage has resulted from an act or omission committed by him either with the intention of causing damage or recklessly and in the knowledge that damage would probably result.

The same shall apply to the cases referred to in articles L.522-10, L.522-15 and L.522-23.

**Article L.522-40**

A clause shall be void and without effect if its purpose is directly or indirectly to:

- (a) Release the carrier from the liability defined in article L.522-31; or
- (b) Reverse the onus of proof incumbent on the carrier under this Act; or
- (c) Limit his liability to a sum lower than the one fixed pursuant to articles L.522-35 and L.522-38; or
- (d) Transfer to the carrier the benefit of an insurance taken out on the goods.

**Article L.522-41**

By waiver of the preceding article, clauses relating to liability or compensation shall be admissible with regard to carriage of live animals and carriage of deck cargo in accordance with article L.522-22 above, except in the case of containers loaded on vessels equipped with appropriate installations for this type of carriage.

**Article L.522-42**

If the shipper knowingly makes an inaccurate declaration of the nature or value of the goods, the carrier shall incur no liability for loss of or damage to such goods.

**Section V**

**Legal actions**

**Article L.522-43**

Notwithstanding any clause to the contrary, legal actions arising out of a contract for the carriage of goods may be brought before a Monegasque court if the goods were loaded or unloaded in Monaco. An action may also be brought before a Monegasque court if it is competent to hear the case in accordance with the rules of ordinary law or if it has been chosen by the parties.

**Article L.522-44**

In the event of loss of or damage to the goods, the receiver must transmit a discrepancy report in writing to the carrier or his representative at the port of discharge at the time of delivery at the latest; otherwise the goods shall be deemed, in the absence of proof to the contrary, to have been received by the receiver as described in the bill of lading.

If the loss or damage is not obvious, such notification may be validly made within three clear days of the delivery.

A carrier shall always be entitled to request that a discrepancy report concerning the state of the goods be drawn up when they are received by him.

**Article L.522-45**

Any action brought against a carrier in respect of loss, damage or delay shall be subject to a limitation period of one year.

**Article L.522-46**

Any action brought against a shipper or receiver shall be subject to a limitation period of one year.

**Article L.522-47**

The limitation period of actions against a carrier or receiver shall run from the day on which the goods are delivered or offered to the receiver or, in the case of total loss, from the day on which they should have been delivered.

**Article L.522-48**

Actions for indemnity may be brought either within the period of one year specified above or, even after the expiry of that period, for three months from the date on which an action is brought against the insured party, or from the date on which he settles the claim by amicable means.

**CHAPTER III**  
**Stevedoring companies**

**Article L.523-1.**

Stevedoring companies are responsible for all the operations of loading and unloading of goods, including the preliminary operations of placement in or removal from a transit shed or on or from platform.

In addition to the physical operations described in the preceding paragraph, a stevedoring company may effect on behalf of the vessel, the shipper or the receiver:

- (a) The reception on shore and the acknowledgement of the goods to be loaded and their storage until loading;
- (b) The reception on shore and acknowledgement of unloaded goods and their storage and delivery.

The services referred to in the second paragraph above shall be provided unless they have been expressly excluded.

**Article L.523-2**

If the carrier is required by an entitled person and on behalf of that person to arrange for a stevedoring company to carry out all or some of the operations referred to in article L.523-1 above, he must so inform the stevedoring company.

**Article L.523-3**

The stevedoring company shall act on behalf of the person who requests its services and shall be liable only towards that person, who alone shall be entitled to bring actions against the stevedoring company: such action shall be brought before a competent court in accordance with article L.523-7.

**Article L.523-4**

Regardless of the identity of the person on whose behalf the stevedoring company handles, receives or keeps the goods, the company's liability shall be subject to the following conditions and limits:

(a) When it carries out the operations referred to in the first paragraph of article L.523-1, it shall be liable for the damage attributable to it;

(b) When it carries out the operations referred to in the second paragraph of article L.523-1, it shall be deemed to have received the goods as declared.

It shall be liable for damage to the goods unless it can prove that such damage arose from:

1. A fire;
2. Events constituting an external cause which cannot be attributed to the stevedoring company;
3. A partial or total strike, lock-out or work stoppage regardless of its cause;
4. A fault of the shipper, in particular defective wrapping, packaging or marking of the goods;
5. An inherent vice of the goods.

In all cases, a claimant may nevertheless prove that the loss or damage is due, wholly or in part, to a fault of the stevedoring company or its employees.

**Article L.523-5**

The liability of the stevedoring company may in no case exceed an amount fixed by sovereign order, unless a statement of value has been communicated to him.

**Article L.523-6**

A clause shall be void with respect to the shipper, the receiver or their successors and assigns if it is directly or indirectly designed to:

- (a) Release the stevedoring company from the liability defined in article L. 523-4 above; or
- (b) Reverse the onus of proof incumbent upon it in accordance with article L.523-4 above; or
- (c) Limit its liability to a lower sum than the one provided for in article L.523-5 above; or

(d) Transfer to the stevedoring company the benefit of an insurance taken out on the goods.

**Article L.523-7**

Notwithstanding any provision to the contrary, actions arising out of stevedoring operations may be brought before a Monegasque court if the goods were loaded or unloaded in Monaco. Such an action may also be brought before a Monegasque court if the court is competent to hear it according to the rules of ordinary law or if it has been chosen by the parties.

**Article L.523-8**

All actions against stevedoring companies shall be subject to a limitation period of one year: this period shall run from the day on which the goods are delivered or offered to the receiver or, in the case of total loss, from the day on which they should have been delivered.

**Article L.523-9**

In international cases, the operations referred to in the present chapter shall be subject to the law of the port in which the stevedoring company operates.

**CHAPTER IV**  
**Carriage of passengers**

**Section I**  
**General rules**

**Article L.524-1**

The present title shall not apply to vessels of the State assigned exclusively to a public service.

**Article L.524-2**

The provisions of the present title shall apply to all carriage of passengers by sea regardless of the type of vessel used.

They may not be set aside to the detriment of a passenger.

**Section II**  
**Travel contracts**

**Article L.524-3**

Under a travel contract a carrier undertakes to transport by sea, over a specified route, a passenger who undertakes to pay the fare. The obligations of the parties shall be stated in the travel document which the carrier must deliver to the passenger.

**Article L.524-4**

The travel document shall mention:

- The parties to the contract (carrier and passenger);



- The voyage in question (name of the vessel, date and place of embarkation, port of disembarkation and, as appropriate, any planned stopovers in port);
- The class and number of the cabin;
- The fare, except in the case covered by the second paragraph of article L.524-13;
- A statement that the carriage is subject to the provisions of the present Act, which shall render void any provision derogating therefrom to the detriment of the passenger.

#### **Article L.524-5**

On vessels of less than 10 gross register tons and on vessels which provide port services or regular services within areas delimited by the maritime authorities, the travel document shall be replaced by a ticket indicating the name of the carrier and the service provided.

#### **Article L.524-6**

Except for the types of carriage referred to in article L.524-5 above, a passenger may not transfer the benefit of his contract to a third party unless the carrier so agrees.

#### **Article L.524-7**

A passenger shall be required to present himself for embarkation in accordance with the conditions specified in the travel document.

If he misses the departure or decides not to travel, he shall still owe the full fare, unless agreed otherwise.

In the event of prevention by force majeure or the death of the passenger, the contract shall be cancelled by notification to that effect given before embarkation by the passenger or his successors and assigns. In such cases, a quarter of the fare shall be due to the carrier: the same provisions shall apply, at their request, to the members of the passenger's family who should have travelled with him but have been prevented from doing so or have died.

Once the voyage has begun, any events affecting the person of the passenger shall have no effect on his debt.

#### **Article L.524-8**

If the vessel does not sail for a cause which cannot be attributed to the carrier, the contract shall be cancelled without compensation.

Unless the carrier can prove that the event is not attributable to him, he shall owe compensation equal to one half of the fare.

#### **Article L.524-9**

Unless the carrier has taken due precautions, any substantial change in the timetable, itinerary or planned stopovers shall entitle a passenger to request the cancellation or termination of the contract and, as appropriate, the payment of damages.

#### **Article L.524-10**

A prolonged interruption of the voyage for a cause which the carrier cannot prove not to be attributable to him shall

entail the termination of the contract, without prejudice to any possible damages, unless the carrier provides for the carriage of the passenger to his destination on a vessel of the same standard or, with the passenger's agreement, by any other means of transport.

**Article L.524-11**

Passengers shall be subject to ship's discipline.

**Article L.524-12**

Actions arising out of a travel contract shall be brought before a court having jurisdiction under the rules of ordinary law.

**Section III**  
**Carrier's liability**

**Article L.524-13**

The provisions of section III of the present title shall not apply either to carriage without payment or to stowaways.

They shall apply to carriage without payment provided by a shipping company.

**Article L.524-14**

The carrier, regardless of whether he is the owner of the vessel, shall be required to put and maintain the vessel in a state of seaworthiness, suitably fitted out, equipped and provisioned for the voyage in question at the beginning of the carriage and at all times during the carriage, and to do everything possible to ensure the safety of the passengers in all other respects.

**Article L.524-15**

A physical accident occurring during the voyage or during the embarkation or disembarkation operations, in either the port of departure or the port of arrival, or in stopover ports, shall give rise to compensation by the carrier if it is proven that he has not met the obligations specified in the preceding article or that he or one of his employees is guilty of negligence.

**Article L.524-16**

The carrier shall be liable for the death or injury of a passenger caused by shipwreck, collision, running aground, explosion, fire, or any other major casualty, unless he can prove that the casualty is not attributable to negligence by him or his employees.

**Article L.524-17**

The carrier shall be liable for damages due to a delay caused by failure to comply with article L.524-14 or by negligence by his employees.

**Article L.524-18**

Compensation shall be owed by the carrier within the limits established by sovereign order.

These limits shall not apply in the event of fraud or inexcusable negligence by the carrier or his employees. Inexcusable negligence is deliberate negligence involving awareness of the risk of harm and reckless acceptance of

such risk without valid reason.

#### Article L.524-19

Indemnity actions shall be subject to a limitation period of two years.

This period shall run from the day on which the passenger disembarked or should have disembarked.

If the passenger dies after disembarkation, the period shall run from the day of his death but may not exceed three years from the day of disembarkation.

In the event of physical injury, a written statement must be submitted by the passenger or on his behalf within 15 days of the date of disembarkation: otherwise no claim for liability by the passenger shall be admissible unless he proves that his failure to submit a statement was due to a delay not attributable to him.

Article L.524-20. Indemnity actions, regardless of the grounds, may be brought only under the conditions and within the limits of the present section.

The costs assessed and awarded by the court in an action for damages shall not be taken into account for the purposes of the limitation of liability referred to in article L.524-18.

### Section IV Passengers' property

#### Article L.524-21

Tourism vehicles, registered baggage and valuables entrusted to the care of the captain or the purser shall be described in a receipt issued by the carrier, who shall be responsible for them as in the case of the carriage of goods.

#### Article L.524-22

A carrier shall be liable for registered baggage and tourism vehicles, including all the baggage carried in or on such vehicles, up to a maximum fixed by sovereign order.

#### Article L.524-23

A carrier shall be liable for personal effects and cabin baggage if it is proven that the loss or damage is due to negligence by him or his employees.

For each passenger, the compensation owed by the carrier may not exceed the sum fixed by sovereign order except in cases of fraud or inexcusable negligence.

#### Article L.524-24

A carrier shall be liable for valuables deposited by passengers in the care of the captain or the purser up to a maximum fixed by sovereign order, unless a higher limit has been fixed by common accord under article L.524-25 below.

#### Article L.524-25

A carrier and a passenger may conclude an express agreement in writing on higher limits of liability than those

resulting from articles L.524-21 to L.524-23 above.

**Article L.524-26**

A captain may not retain cabin baggage on board because of a passenger's failure to pay the fare. At the time of unloading, he may request that such baggage be placed in escrow until the fare has been paid.

**Article L.524-27**

A carrier's claims arising from the travel contract shall be secured against the proceeds of the sale of registered baggage and vehicles.

**Article L.524-28**

Actions arising from the carriage of baggage shall be subject to a limitation period of one year from the unloading of the baggage or from the day on which it should have been unloaded.

Interest and legal costs shall not be taken into account in the limits of liability referred to in articles L.524-22, L.524-23 and L.524-24.

**Section V**  
**Operators of sea cruises**

**Article L.524-29**

On penalty of voiding of the contract, which only the passenger may invoke, operators of sea cruises must deliver a cruise travel document to each passenger or group of passengers.

**Article L.524-30**

A cruise ticket shall include the following information:

- The name and type of the vessel;
- The name and address of the cruise operator;
- The name and address of the carrier;
- The name and address of the passenger or his representative;
- The class and number of the cabin, the fare, and the charges included in the fare;
- The ports of departure and destination;
- The scheduled dates and times of departure and arrival;
- The planned stopovers;
- The additional services promised to the passenger.

**Article L.524-31**

In addition to the cruise travel document, which constitutes the travel contract, each passenger must receive a book of coupons for each stopover for the services to be provided on shore.

The cruise ticket and the book of coupons shall constitute the cruise travel document.

**Article L.524-32**

The failure of a cruise operator to fulfil one of the obligations indicated in the cruise travel document shall entail his liability unless he proves that the matter relates to the execution of the travel contract as such.

**Article L.524-33**

The cruise operator shall be personally liable for damage to passengers or their baggage.

If the damage results from the execution of the travel contract, the cruise organizer shall be liable under the conditions and within the limits specified in articles L.524-15 to L.524-25 above.

**TITLE III**

**Average**

**CHAPTER I**

**Common provisions**

**Article L.531-1**

Any damage or loss suffered by a vessel or its cargo, jointly or separately, as well as any extraordinary expenditure on a vessel or its cargo during a voyage shall be deemed average. Average may be general or particular.

Unless the parties concerned stipulate otherwise, general average shall be governed by the provisions set out below. If a carrier includes in a bill of lading his right of option between the provisions of the present title and any other provisions, such option shall be deemed void: in such cases, the provisions of the present title shall apply to the exclusion of all other provisions.

Particular average is any average not deemed to be general. It shall be borne by the owner of the thing which has suffered the harm or by the person who has made the expenditure, without prejudice to any actions for indemnity, liability, reimbursement or compensation which they may bring.

**CHAPTER II**

**General average classification**

**Article L.532-1**

Sacrifices and extraordinary expenditure made to protect the common and vital interests involved in a sea voyage shall be deemed general average.

**Article L.532-2**

Such sacrifices and expenditure must have been decided upon by the captain: when he has decided upon the sacrifices and expenditure which must be made, he shall enter in the ship's log the date, time and place of the event, the reasons for his decision, and the measures which he orders.

Within 24 hours of his arrival at the first port of call, the captain must make a declaration of the facts entered in the log.

**Article L.532-3**

The burden of proof that damage or expenditure should be classified as general average shall rest with the person who requests it to be so classified.

**Article L.532-4**

Only damage and losses physically affecting the property involved in the voyage and the expenditure made in respect of such property when the damage, losses or expenditure are the direct consequence of an act of general average decided upon by the captain shall be deemed general average.

**Article L.532-5**

When the event giving rise to the sacrifice or expenditure is the consequence of negligence by one of the parties involved in the voyage, general average shall nevertheless apply unless an action is brought against the person to whom such negligence is attributable.

**Article L.532-6**

Any additional expenditure voluntarily made to prevent an expenditure or loss classified as general average shall itself be offset as such up to a limit of the saving made or the loss avoided.

### **CHAPTER III**

#### **General average contributions**

##### **Article L.533-1**

General average shall be borne by the vessel, freight charges and cargo, assessed in accordance with the following rules.

##### **Article L.533-2**

The vessel shall contribute in proportion to its value in the port where the voyage is concluded, augmented where necessary by the amount of the sacrifices which it has suffered.

The gross freight charges and non-returnable fares shall contribute two thirds.

##### **Article L.533-3**

The goods saved shall contribute in proportion to their true market value and the goods sacrificed in proportion to their assumed value at the port of discharge.

##### **Article L.533-4**

The amount of damage and losses admissible as general average shall be determined, in respect of the vessel, in the port where the voyage is concluded.

The same shall apply to the cost of repairs rendered necessary by the sacrifices made: the actual cost if the repairs have been carried out; the estimated cost if they have not been carried out.

##### **Article L.533-5**

The amount of damage or losses admissible as general average shall be determined, for the goods, at the port of discharge.

The same shall apply to the cost of the sacrifices made, calculated on the basis of the market value of such goods in sound condition in the same port.

##### **Article L.533-6**

Goods declared for a value less than their true value shall contribute in proportion to their true value, but their loss or damage shall give rise to general average only in proportion to their declared value.

##### **Article L.533-7**

Goods for which no bill of lading or captain's receipt has been issued shall not be admissible as general average if they are sacrificed. They shall nevertheless contribute if they are saved.

The same rule shall apply to deck cargo unless it is loaded in containers on a vessel fitted with appropriate equipment for this type of carriage. In this case, such cargo shall be treated as hold cargo.

**Article L.533-8**

In the event of the irregular jettison of deck cargo within the meaning of article L.522-22, the value of the jettisoned goods shall not be admissible as common average.

**Article L.533-9**

The personal effects and baggage of the crew and passengers for which no bill of lading or receipt has been issued and postal packages of all kinds shall be exempt from contribution if they are saved; however, they shall contribute if they are sacrificed under the conditions of articles L.532-1 to L.532-6.

**Article L.533-10**

General average shall be apportioned rateably.

If one of the contributors is insolvent, his share shall be divided among the others in proportion to their interests.

The obligation of each of the interests shall be limited to the value of its contribution.

**CHAPTER IV**  
**Apportionment of general average**

**Article L.534-1**

There shall be no apportionment in the event of the total loss of the interests in the voyage.

**Article L.534-2**

In the absence of an agreement between the parties on the apportionment of general average, one or more expert adjusters shall be appointed, at the request of the party which acts first, by the president of a court of first instance.

**Article L.534-3**

If the apportionment is not accepted amicably by all the parties concerned, it shall be submitted for ratification to a court of first instance at the request of the party which acts first.

If ratification is denied, the court shall appoint new experts.

**Article L.534-4**

All actions arising from general average shall be subject to a limitation period of five years from the date on which the voyage was completed.

**Article L.534-5**

A captain may refuse to deliver the goods and request that they be placed in escrow pending payment of the appropriate contribution, unless the person holding entitlement to the goods deposits a sufficient security.

**Article L.534-6**

The operator of the vessel shall have a secured claim to the goods or the proceeds of their sale, with respect to



general average contributions due to him, for 15 days following the delivery of the goods if they have not passed to a third party.

**TITLE IV**  
**Marine insurance**

**CHAPTER I**  
**General provisions**

**Article L.541-1**

All insurance contracts intended to cover the risks connected with a shipping operation shall be governed by the present Act.

**Article L.541-2**

The provisions of articles L.541-3, L.542-5, L.542-6, L.542-9, L.542-11, L.542-12, first paragraph, L.542-16, second paragraph, L.542-20, L.542-23, L.542-24, L.542-25, L.542-31, L.542-33, L.542-36 and L.542-37 may not be set aside by the parties to a contract.

**Article L.541-3**

Any legitimate interest, including the expected profit, may be insured.

Nobody may claim the benefit of an insurance unless he has suffered harm.

**Article L.541-4**

Insurance may be taken out either on behalf of the signatory of the policy or on behalf of another specified person, or on behalf of any other person.

A declaration that the insurance has been taken out on behalf of some other person shall be valid both as insurance on behalf of the signatory of the policy and as a stipulation for others on behalf of the beneficiary of the said declaration.

**CHAPTER II**  
**Provisions common to various insurances**

**Section I**  
**Conclusion of contracts**

**Article L.542-1**

Proof of the existence of a contract must be in written form.

**Article L.542-2**

An insurance contract shall be issued in the form of a policy, either as a notarized document or as a private agreement.

Before the issue of the policy or an endorsement, proof of the commitment of the parties may be established by any other document, including an insurance certificate or cover note.

**Article L.542-3**

An insurance contract shall bear the date of its signature.

It shall indicate:

- The place of signature;
- The names and addresses of the contracting parties, with a statement, if necessary, that the party taking out the insurance is acting on behalf of another person;
- The thing or interest insured;
- The insured risks and the excluded risks;
- The time and the place of such risks;
- The sum insured;
- The premium;
- The "to order" or "to bearer" clause, if one has been agreed.

**Article L.542-4**

An insurance contract shall be void if the risks have not begun within two months from the commitment of the parties or of the agreed date from which the cover is to run.

This provision shall not apply to open policies except in respect of the first risk.

**Article L.542-5**

Any omission or inaccurate statement on the part of the insured likely to reduce substantially the underwriter's assessment of the risk, whether or not such omission or inaccurate statement has influenced any damage to or loss of the thing insured, shall render the insurance void if the underwriter so requests.

However, if the insured produces proof of his good faith, the underwriter shall be liable for the risk, without prejudice to any provision more favourable to the insured, in proportion to the ratio of the premium charged to the premium which ought to have been charged, except if the underwriter proves that he would not have covered the risk if he had known of it.

The underwriter shall remain entitled to the premium in the event of fraud on the part of the insured.

**Article L.542-6**

Any change during the term of the contract, with respect either to what was agreed when it was drawn up or to the thing insured, which produces a significant increase of the risk shall entail the termination of the insurance if such change is not declared to the underwriter within three working days from the moment when the insured learned of it, unless the insured produces proof of his good faith, in which case the provisions of the second paragraph of article

L.542-5 shall apply.

If such increased risk is not due to an act of the insured, the insurance cover shall continue, subject to an increase in the premium corresponding to the increased risk.

If the increased risk is due to an act of the insured, the underwriter may either terminate the contract within three days from the moment when he learns of the increased risk, and he shall retain the premium, or he may demand an increased premium corresponding to the increased risk.

**Article L.542-7**

Any insurance taken out after a casualty or the arrival of the insured things or of the vessel carrying the goods shall be void if the facts were known before the conclusion of the contract at the place where it was signed or at the place where the insured or the underwriter was present.

**Article L.542-8**

Any "lost or not lost" clause shall be void if it is established that before the conclusion of the contract the insured himself had knowledge of the casualty or the underwriter had knowledge of the arrival of the things insured.

**Article L.542-9**

If the underwriter proves fraud on the part of the insured or his agent, any insurance contracted for a sum higher than the true value of the thing insured shall be void, and the underwriter shall retain the premium.

The same shall apply if the insured value is an agreed value.

**Article L.542-10**

In the absence of fraud, the contract shall be valid up to a limit of the true value of the things insured or, if such value is an agreed value, for the entire sum insured.

**Article L.542-11**

Cumulative insurances for a total amount higher than the value of the thing insured shall be void if they are taken out with intent to defraud.

**Article L.542-12**

Cumulative insurances taken out without intent to defraud in a sum exceeding the value of the thing insured shall be valid only if the insured brings them to the attention of the underwriter from whom he is seeking settlement of a claim.

Each such cumulative policy shall have effect in proportion to the amount of the cover which it provides, up to a limit of the full value of the thing insured.

**Article L.542-13**

If the sum insured is lower than the true value of the thing insured, except in the case of an agreed value, the insured shall remain his own underwriter for the shortfall.

**Section II**  
**Obligations of underwriters and insured parties**

**Article L.542-14**

An underwriter shall be liable for material damage caused to the things insured by any maritime peril or by an event of force majeure.

The underwriter shall also be liable for:

1. The contribution of the things insured to general average, except when the general average arises from a risk excluded by the terms of the insurance;
2. Expenditure made as a result of a covered risk in order to preserve the thing insured from material damage or to limit such damage.

**Article L.542-15**

A "free of average" clause shall release the underwriter from any liability for average, either general or particular, except in cases which result in abandonment; in such cases, the insured may choose between abandonment and average.

A "free of average except..." clause shall release the underwriter from all particular average, except in cases resulting from one of the events listed in the clause and in cases which give rise to abandonment.

**Article L.542-16**

The insured risks shall remain covered even in cases of negligence on the part of the insured or his employees on shore, unless the underwriter proves that the harm was caused by a lack of due diligence on the part of the insured to protect the things insured against the risks in question.

The underwriter shall not be liable for the deliberate or inexcusable negligence of the insured.

**Article L.542-17**

The risks shall remain covered under the same conditions in the event of negligence on the part of the captain or crew, subject to the provisions of article L.543-5.

**Article L.542-18**

The risks insured shall remain covered even in the event of a forced change of course, route or vessel, or in the event of a change decided upon by the captain without consulting the owner or the insured party.

**Article L.542-19**

An underwriter shall not cover the risks of:

- (a) Civil or foreign war; mines and all other engines of war;
- (b) Piracy;
- (c) Capture, seizure or arrest by any Government or other authority;

- (d) Riots, popular movements, strikes and lock-outs, and acts of sabotage or terrorism;
- (e) Casualties caused by the insured to other property or persons, subject to the provisions of article L.543-9;

(f) Casualties due to the direct or indirect effects of explosion, venting of heat, and radiation from the transmutation of atomic nuclei or radioactivity, as well as damage due to the effects of radiation caused by the artificial acceleration of particles.

#### Article L.542-20

If it is impossible to establish whether the damage is due to a risk of war or to a maritime peril, it shall be deemed to have resulted from a maritime peril.

#### Article L.542-21

An underwriter shall not be liable for:

- (a) Material damage and losses arising from an inherent vice in the thing insured, subject to the provisions of article L.543-4 concerning hidden vices of vessels;
- (b) Material damage or losses resulting from fines, confiscation, sequestration, requisition, or health or disinfection measures, or from violation of a blockade, or from acts of smuggling or prohibited or clandestine trade;
- (c) Damages or other compensation in connection with any seizure or any security lodged to release the things seized;
- (d) Harm which does not constitute material damage or loss directly affecting the thing insured, such as idleness, delay, exchange-rate fluctuations, or obstruction of the commercial activities of the insured.

#### Article L.542-22

The insured shall:

1. Pay the premium and associated costs, at the agreed place and time;
2. Exercise due diligence with respect to all matters relating to the vessel or the goods;
3. Declare accurately, at the time of the conclusion of the contract, all the circumstances known to him which may affect the underwriter's assessment of the risk which he is covering;
4. Declare to the underwriter, in so far as they become known to him, any aggravations of the risks during the term of the contract;
5. Preserve all his rights and remedies against liable third parties for the benefit of the underwriter.

#### Article L.542-23

If the premium is not paid, the underwriter may either suspend the insurance or request its termination.

Such suspension or termination shall not take effect until eight days have elapsed from the dispatch to the insured, by registered letter to his latest address known to the underwriter, of a formal notice of the default on payment.

**Article L.542-24**

Suspension or termination of the insurance for failure to pay the premium shall have no effect with regard to third parties acting in good faith or to beneficiaries of the insurance pursuant to a transfer effected prior to the notice of suspension or termination.

In the event of a casualty, the underwriter may seek payment from such beneficiaries, by means of an express clause in the insurance document, of the proportion of the premium relating to the insurance cover of which they are claiming the benefit.

**Article L.542-25**

If the insured's property is liquidated or if he enters into judicial receivership or is declared bankrupt, the underwriter may terminate the current policy, if the notice of default has not prompted payment, but such termination shall have no effect with respect to third parties acting in good faith or beneficiaries of the insurance pursuant to a transfer effected prior to any casualty or to the notice of termination.

If the underwriter's official approval is withdrawn, or if his property is liquidated or he enters into judicial receivership or is declared bankrupt, the insured shall have the same rights.

**Article L.542-26**

The insured must help to save the things insured and take all interim measures to protect his rights against liable third parties.

He shall be liable to the underwriter for damage caused by failure to fulfil this obligation through his fault or negligence.

**Section III**  
**Payment of compensation**

**Article L.542-27**

Damage and losses shall be settled by average, subject to the option of abandonment in the cases specified by law or by agreement.

**Article L.542-28**

An underwriter may not be compelled to repair or replace the things insured.

**Article L.542-29**

Contributions to general average, either interim or final, as well as the costs of assistance and salvage, shall be reimbursed by the underwriter in proportion to the value insured by him, reduced, as appropriate, by any particular average for which he is liable.

**Article L.542-30**

Abandonment shall be notified to the underwriter by registered letter or by an extrajudicial act.

Abandonment must be notified within three months of the news of the event which gives rise to it or of the expiry of the period during which it is permitted.

**Article L.542-31**

When notifying abandonment, the insured must declare all the insurances which he has taken out or of which he has knowledge.

**Article L.542-32**

Abandonment may not be either partial or conditional.

It shall have the effect of transferring the rights of the insured to the things insured to the underwriter, subject to the payment by the underwriter of the entire sum insured, and the effects of such transfer shall come into force between the parties from the moment when the insured notifies the underwriter of his wish to abandon.

The underwriter may reject abandonment. He shall then be liable to pay only the entire sum insured.

**Article L.542-33**

An insured party who makes an inaccurate statement in bad faith concerning a casualty shall forfeit the benefit of the insurance.

**Article L.542-34**

An underwriter who pays compensation under an insurance policy shall acquire, up to the amount of his payment, all the rights of the insured arising from the harm which gave rise to the compensation.

**Article L.542-35**

If the same risk has been covered by several underwriters, each of them shall be liable, severally, only for the proportion of the sum insured by him, which shall constitute the limit of his obligation.

**Article L.542-36**

Actions arising from an insurance contract shall be subject to a limitation period of two years.

The limitation period shall apply against minors and other legally incapable persons.

**Article L.542-37**

The limitation period on actions arising from an insurance contract shall run:

1. With regard to actions for payment of a premium, from the date on which it falls due;
2. With regard to average claims relating to a vessel, from the date of the event giving rise to the claim; relating to goods, from the date of the arrival of the vessel or other means of transport or, failing that, from the date on which it should have arrived or, if the said event occurs subsequent to that date, from the date of the event;
3. With regard to abandonment claims, from the date of the event giving rise to the entitlement or, if a time limit has been set for bringing such an action, from the date of the expiry of such time limit;
4. When the insured party's action arises from a general average contribution, remuneration for assistance, or a third-party claim, from the date of the claim lodged against the insured party or from the date of the payment.

With regard to actions for restitution of a payment made under an insurance contract, the limitation period

shall run from the date of the payment in question.

### **CHAPTER III**

#### **Provisions specific to various insurances**

##### **Section I**

##### **Hull insurance**

###### **Article L.543-1**

Vessels shall be insured either for a voyage or for several consecutive voyages or for a specified period.

###### **Article L.543-2**

In the case of voyage insurance, the cover shall run from the commencement of loading until the completion of unloading and for a maximum of 15 days after the vessel reaches its destination.

In the case of ballast voyages, the cover shall run from the moment when the vessel casts off until it ties up on arrival.

###### **Article L.543-3**

In the case of insurance for a specified period, first-day and last-day risks shall be covered by the insurance.

A day shall be reckoned from 0 to 24 hours according to the time in the country in which the policy was issued.

###### **Article L.543-4**

An underwriter shall not be liable for damage or losses resulting from an inherent vice of the vessel, except in the case of a hidden vice.

###### **Article L.543-5**

An underwriter shall not be liable for damage or losses caused by the deliberate negligence of the captain.

###### **Article L.543-6**

When the insured value of the vessel is an agreed value, the parties shall mutually agree not to accept any other estimate, subject to the provisions of articles L.542-9 and L.542-29.

###### **Article L.543-7**

The agreed value shall include indivisibly the vessel's hull and engines and all the fittings and structures owned by the insured, including supplies and deck cargo.

Any insurance, regardless of its date, taken out separately on fittings and structures belonging to the insured shall reduce the agreed value by the amount of the insured sum in the event of total loss or abandonment.

###### **Article L.543-8**

Insurance "on safe arrival" may be taken out only with the agreement of the underwriters; it shall otherwise be void.



When a sum is insured in this way, the insurable interest is authenticated by the acceptance of the sum so insured.

The underwriter shall be liable only in the event of the total loss or abandonment of the vessel as a result of a risk covered by the policy. He shall have no claim to abandoned goods.

**Article L.543-9**

Except with regard to personal injury, an underwriter shall be liable to pay compensation for damages of any kind for which the insured is liable under a third-party claim if the insured vessel is involved in a collision or sustains an impact against a movable or floating vessel at a fixed mooring.

**Article L.543-10**

In the case of insurance for a voyage or several consecutive voyages, the whole premium shall be payable to the underwriter as soon as the risks begin to run.

**Article L.543-11**

In the case of insurance for a specified period, the premium for the whole duration of the cover shall be payable in the event of a total loss or abandonment for which the underwriter is liable. If he is not liable for the total loss or abandonment, the premium shall be payable in respect of the time elapsed up to the total loss or the notification of abandonment.

**Article L.543-12**

In an average settlement, the underwriter shall reimburse only the cost of replacements and repairs accepted as necessary for restoring the vessel's seaworthiness, to the exclusion of any other compensation for depreciation, idleness or any other reason.

**Article L.543-13**

Regardless of the number of events occurring during the term of the policy, the insured shall be covered for every event up to the amount of the sum insured, subject to the underwriter's right to request a supplementary premium after each event.

The amount of the cover provided by the underwriter may be reconstituted during the term of the policy after each event by payment of a supplementary premium.

**Article L.543-14**

A vessel may be abandoned in the following cases:

1. Total loss;
2. Need to effect repairs costing three quarters of the agreed value;
3. Impossibility of repair;
4. Lack of news for more than three months; the loss shall be deemed to have occurred on the date of the latest news.

**Article L.543-15**

If the vessel is sold or subject to a bareboat charter, the insurance shall remain in full force in favour of the new owner or charterer, provided that he duly informs the underwriter within 10 days and fulfils all the obligations which the insured was required to fulfil towards the underwriter under the contract.

However, the underwriter shall have the option of terminating the contract within one month from the day on which he receives notification of the sale or charter. Such termination shall not take effect until 15 days after such notification.

The vendor or charterer shall remain liable for payment of the premiums due prior to the sale or charter.

**Article L.543-16**

The sale of the majority of the shares in a vessel in joint ownership shall entail only the application of the preceding article.

**Article L.543-17**

The provisions of the present section shall also apply to insurance contracts concerning a vessel which is insured only for the duration of its stay in ports, roadsteads or other specified places, regardless of whether it is afloat or in dry dock.

They shall apply to vessels under construction.

**Section II**  
**Cargo insurance**

**Article L.543-18**

Cargo may be insured either by a policy covering only one voyage or by a "floating" policy.

**Article L.543-19**

Cargo shall be insured without interruption, wherever it is located, within the limits of the voyage specified in the policy.

**Article L.543-20**

When a part of the voyage is effected by land, river or air, the rules of marine insurance shall apply to the whole of the voyage, unless the parties agree otherwise.

**Article L.543-21**

Regardless of the risk covered, an underwriter shall not be liable for:

1. Loss of weight in transit;
2. Damage resulting from inadequate packaging of the goods.

**Article L.543-22**

The insured value may not exceed the highest sum determined: either by the purchase price or, failing that, by the

current price at the time and place of loading augmented by all the costs incurred as far as the destination and by the expected profit; or by the arrived value on the date of arrival or, if the goods do not arrive, on the date on which they should have arrived; or, if the goods have been sold by the insured, by the selling price augmented, as appropriate, by any additional amounts stipulated in the contract of sale.

**Article L.543-23**

The extent of the damage shall be determined by comparison of the value of the damaged goods with the value which they would have had as sound goods at the same time and place, and the depreciation rate assessed in this way shall be applied to the insured value.

**Article L.543-24**

If the parties have agreed on a free allowance, such an allowance shall always be independent of normal loss of weight in transit.

**Article L.543-25**

Cargo may be abandoned if the goods are:

1. Totally lost;
2. Lost or damaged up to three quarters of their value;
3. Sold on route as a result of material damage to the things insured caused by a covered risk.

**Article L.543-26**

Cargo may also be abandoned in the following cases:

1. Abandonment of the vessel if the dispatch of the goods by some other means of transport has not been effected within three months;
2. Absence of news of the vessel for more than three months.

**Article L.543-27**

Under a floating policy the insured shall undertake to declare to the underwriter and the underwriter shall undertake to accept as additional risks under the policy:

1. All the voyages made on behalf of the insured or in execution of contracts of purchase or sale entailing an obligation for the insured to take out insurance.
2. All voyages made on behalf of a third party when the responsibility for providing insurance has been left to the insured, provided that the insured has an interest in the voyage as broker or agent or in some other capacity. An interest of the insured consisting only of the execution of the instructions of a third party to provide insurance shall not give rise to an entitlement to make claims under the policy.

**Article L.543-28**

Such voyages shall be covered: in the first case specified in the preceding article, automatically from the moment when they are exposed to the insured risks, provided that the declaration of risks is made to the underwriter within the time limits set in the contract; and in the second case, from the time when the declaration is made.

**Article L.543-29**

If an insured party who has taken out a floating policy fails to comply with the obligations specified in article L.543-27 above, the contract may be terminated immediately at the request of the underwriter, who shall further be entitled to the premiums corresponding to the undeclared voyages.

If the insured acts in bad faith, the underwriter may exercise the right of restitution of overpayments made by him in respect of casualties during voyages subsequent to the first deliberate omission on the part of the insured.

**Section III**  
**Third-party insurance**

**Article L.543-30**

Third-party insurance shall vest the insured with entitlement to compensation only if the injured third party has been compensated and to the extent of such compensation, except when the insurance compensation is used to constitute a limitation fund in accordance with article L.321-1.

**Article L.543-31**

If a limitation fund is constituted, creditors whose claims are subject to limitation under article L.312-1 shall have no recourse against the underwriter.

**Article L.543-32**

Third-party insurance designed to provide compensation for harm caused to third parties covered in accordance with article L.543-9 shall come into effect only if the sum insured under the hull policy is insufficient.

**Article L.543-33**

Regardless of the number of events occurring during the term a third-party insurance, the sum underwritten by each underwriter shall constitute the limit of his obligation for each event.

**BOOK VI**  
**Seamen**

**TITLE I**  
**Occupational proficiency**

**Article L.610-1**

A seaman is:

- Any person who signs on with an operator or his representative to serve either in the steering and operation of a vessel or to perform tasks unconnected with navigation but of use to the crew and passengers;
- Any person embarked on his own vessel for professional purposes.

The services of seamen shall be attested by entry in the ship's articles in accordance with the conditions

stipulated by sovereign order.

**Article L.610-2**

Subject to individual waivers accorded under international conventions, any vessel flying the Monegasque flag must have a complement of officers and crew of Monegasque or French nationality in the case of employment on deck, in the engine room or in the radio service, or of Monegasque or French nationality in the proportion of three out of four posts for each vessel in the case of general service work.

The rules set out in the preceding paragraph shall not apply to vessels flying the flag of the Prince, to vessels which, in France, are not subject to registration, to fishing vessels with five or fewer crewmen, or to pleasure and sports vessels whose owners are nationals of third countries but have Monegasque residence.

**Article L.610-3**

Any member of the crew of a vessel fitted out for commercial use or fishing must, if he is of French nationality, hold a diploma or certificate issued by the French State for the type of navigation in which the vessel engages or for the function which he performs on board.

If he is of Monegasque nationality, he must hold a certificate of proficiency as specified by sovereign order.

**Article L.610-4**

Any member of the crew of a vessel fitted out for pleasure or sports use must, if he is of Monegasque or French nationality, hold the diploma or certificate referred to in article 610-3.

If he is of some other nationality, he must authenticate the diploma or certificate issued by his State of nationality or the State in which he exercised command.

The equivalence of such a diploma or certificate to those referred to in article L.610-3 shall be determined by the maritime authorities, who may refuse to recognize it.

**Article L.610-5**

Any owner of a vessel fitted out for pleasure or sports who exercises the functions of titular captain or any person who regularly exercises command of such a vessel in fact must, regardless of his nationality, hold a certificate testifying to his competence to command or steer issued in accordance with the conditions specified by sovereign order.

**Article L.610-6**

All seamen must satisfy the proficiency requirements specified by sovereign order.

**TITLE II**  
**Status**

**CHAPTER I**  
**General provisions**

**Article L.621-1**

All contracts of employment concluded between an operator or his representative and a seaman concerning a function to be performed on board a vessel during a sea voyage is a contract of employment governed by the provisions of the present title.

Such contracts shall be valid only if drawn up in writing.

**Article L.621-2**

For the purposes of the present title, any individual, company or public service on whose behalf a vessel is fitted out shall be deemed the operator.

**Article L.621-3**

For the purposes of the present title, any person who, while satisfying the conditions stipulated in articles L.610-1, L.610-2, L.610-3, L.610-4 and L.610-6, signs on with an operator or his representative to serve during a voyage shall be deemed a seaman.

**Article L.621-4**

Contracts of employment concluded between an operator or his representative and a seaman shall be governed, outside the periods during which the seaman is on board the vessel, by the provisions of Act No. 729 of 16 March 1963 concerning contracts of employment. However, such contracts shall be valid only if drawn up in writing.

**CHAPTER II**  
**Form and proof of contracts of employment**

**Article L.622-1**

The employment of seamen shall be subject to the provisions of Act No. 629 of 17 July 1957.

However, those provisions shall not apply:

- When the seaman is recruited during a voyage to meet a compelling need;
- When the vessel's usual absence from port makes it impossible to complete in Monaco the formalities required by law.

However, the operator or his representative must comply with the provisions of articles L.625-3 and L.625-4.

**Article L.622-2**

In matters of maritime employment, the capacity to conclude contracts shall be subject to the rules of ordinary law.

No person may validly conclude a maritime employment contract unless he is free from all other maritime engagements.

**Article L.622-3**

All the clauses and provisions of a contract of employment must be entered in or annexed to the ship's articles; they shall otherwise be void.

**Article L.622-4**

A contract of employment must be drafted in clear language so as to leave the parties in no doubt as to their respective rights and obligations.

It must state whether the engagement is for a specified period, for an unspecified period, or for one voyage.

If the engagement is for a specified period, the contract shall state the length of that period.

If the engagement is for an unspecified period, the contract shall state the period of notice to be given in the event of termination by one of the parties. Such notice, subject to the application of the provisions of article L.624-5, shall be the same for both parties. It may not be less than 24 hours.

If the engagement is for one voyage, the contract shall state the name of the port in which the voyage ends and specify the point in the commercial and maritime operations carried out in that port at which the voyage shall be deemed completed.

In all cases, the contract must state a maximum duration of the voyage, beyond which a seaman may demand transport in accordance with chapter IV, section IV, of the present title.

**Article L.622-5**

Contracts of maritime employment must state the work for which the seaman has signed on and the functions which he is to perform, the amount of his wages and benefits, or the bases for determination of profits. The place and date of the seaman's embarkation must be mentioned in the ship's articles.

**Article L.622-6**

The operator or his representative must keep the general conditions of employment available for consultation by seamen.

They must also be posted in the crew's quarters.

The text of the rules and regulations governing contracts of employment, together with the text of the conditions of the contract, must be kept on board and communicated by the captain to a seaman, at his request.

**Article L.622-7**

Contracts of employment shall require the stamp of the Director of Maritime Affairs.

The Director of Maritime Affairs may not regulate conditions of employment. However, he is entitled to refuse his stamp if the contract contains a clause inconsistent with the public-order provisions contained in the present Code.

**Article L.622-8**

The contract of employment shall be mentioned in a seaman's card (livret) issued free of charge to a seaman by the Department of Maritime Affairs; this card shall remain in his possession.

A seaman's card shall contain no assessment of the services rendered.



**CHAPTER III**  
**Execution of employment contracts**

**Section I**  
**Obligations of seamen on board ship**

**Article L.623-1**

A seaman shall be required to present himself on the vessel on board which he is to work on the day and at the time indicated to him by the operator, by his representative or by the captain.

**Article L.623-2**

A seaman must perform his work in accordance with the conditions specified in his contract and in accordance with the applicable laws, regulations and practices.

**Article L.623-3**

A seaman may not refuse to perform tasks for which he was not recruited but which the captain has to entrust to him occasionally and for a short time in cases of justified need.

**Article L.623-4**

The captain shall determine the conditions under which off-duty seamen may go ashore.

**Article L.623-5**

A seaman shall be required to perform outside his hours of duty the task of cleaning his work station and adjoining areas and his bedding and table utensils without remuneration.

**Article L.623-6**

A seaman shall be required to help to save the vessel, its wreckage, flotsam and cargo.

**Article L.623-7**

Unless a clause in his contract so allows, a seaman may not under any pretext bring on board the vessel any goods for his own account without the permission of the operator or his representative.

In the event of violation of the provisions of the preceding paragraph, the seaman in question shall be required to pay the freight charges at the highest rate specified at the place and at the time of loading for the same voyage and for goods of the same kind as those which he has improperly brought on board the vessel, without prejudice to any damages.

Furthermore, the captain:

1. Shall be entitled to jettison the improperly loaded goods if they may endanger the vessel, persons on board or the cargo;
2. Shall be obliged to confiscate the goods improperly brought on board, provided that their retention on board does not entail the risks referred to in paragraph 1 above, if they may give rise to criminal sanctions for violation

either of the customs regulations or the health laws and regulations, or the laws on the suppression of illicit trafficking in drugs and psychotropic substances.

Measures taken on the basis of the provisions of paragraphs 1 and 2 above shall be described in a detailed report drawn up in accordance with article L.330-9.

## Section II Working hours and rest periods

### Article L.623-8

The rules governing working hours established by Order-Law No. 677 of 2 December 1959 shall be subject to any waivers rendered necessary by the conditions of work on board ship, but the total number of hours worked within a 12-month period must not exceed the number of hours fixed by sovereign order.

### Article L.623-9

The modalities for application of the preceding article, by type of navigation or category of personnel, shall be determined by sovereign order. In particular, such orders shall specify the number and scheduling of the hours to be worked within a week or within a period of time other than a week, taking into account the inherent constraints of the type of navigation in question.

### Article L.623-10

When at sea or in an open roadstead, deck and engine-room personnel shall work by watches.

The operator or the captain shall be required to inform seamen who are about to sign on and to state at the time of the drawing-up of the crew list, in accordance with the conditions of employment, the manning arrangements and conditions of work on board.

### Article L.623-11

Subject to the exceptions and waivers mentioned in article L.623-13, one complete day's rest per week must be granted to seamen when their seagoing engagement is for a duration of more than six days.

When it is impossible to accord the weekly rest-day on its normal date, it shall be replaced by 24 hours of rest either during the voyage in a port of call with the agreement of the seaman concerned or on the conclusion of the voyage.

### Article L.623-12

A weekly rest-day means 24 consecutive hours of rest, counted from the normal time at which the seaman concerned begins his day's work.

Any work performed on a weekly rest-day shall render that day a working day, unless the work in question is occasioned by a chance eventuality and does not exceed two hours.

### Article L.623-13

Any work made necessary by circumstances of force majeure or by circumstances in which the safety of the vessel, the persons on board or the cargo are at risk - circumstances of which the captain shall be the sole judge - or by assistance operations shall not be regarded as affecting the rule on weekly rest days and shall be performed without

payment of any compensation by the operator.

### **Section III** **Remuneration**

#### **Article L.623-14**

Subject to the provisions of Act No. 739 of 16 March 1963, a seaman shall be remunerated either by fixed wages or by a share in the eventual profits, or by a combination of these two modes of remuneration.

#### **Article L.623-15**

All contracts of employment under which a seaman's remuneration consists, wholly or in part, of a share in the profits or the freight charges, must specify the costs and charges to be deducted from the gross proceeds to establish the net proceeds. No deductions other than those specified shall be allowed to the detriment of the seaman.

#### **Article L.623-16**

A seaman paid by the voyage shall be entitled to an additional payment proportional to his wages if the voyage is prolonged and to compensation if the voyage is delayed, unless such prolongation or delay are caused by force majeure.

There shall be no reduction of wages if the voyage is curtailed, regardless of the reason.

#### **Article L.623-17**

A seaman remunerated by a share in the profits or freight charges shall be entitled, in addition to his share, to compensation for delay, prolongation or curtailment of the voyage due to an act of the operator or the captain as a result of which the seaman suffers harm.

If such events are due to an act of the shipper or a third party, he shall contribute to the compensation awarded to the vessel in proportion to his entitlement to the profits or freight charges.

#### **Article L.623-18**

When the contract is concluded for the duration of a voyage, the interruption of the voyage due to an act of the operator or his representative shall give rise to payment of compensation to the seamen.

If the interruption of the voyage occurs before the vessel sails, a seaman shall receive as compensation any advances paid. If no advances have been paid, the seaman shall receive one month's wages as established in the contract if he is paid by the month, or an amount of wages calculated on the basis of the assumed duration of the voyage if he is paid by the voyage. In addition, a seaman shall be paid for any days already worked by him in the service of the vessel.

If the termination of the voyage occurs after the voyage has begun, a seaman paid by the month shall receive his wages for the time served and, as compensation, half of the wages calculated on the basis of the assumed duration of the voyage, or, if he is paid by the voyage, the total amount stipulated in the contract.

In addition to the wages and compensation specified above, the operator or his representative shall be obliged, at his own cost, to repatriate the seamen to the port of embarkation or to a place agreed by the parties.

**Article 623-19**

If the termination of the voyage is due to an act of the operator or his representative, either before departure or after the voyage has begun, a seaman remunerated by a share in the profits or freight charges shall be entitled to compensation, the amount of which shall be determined by common accord or by a court.

If the voyage is terminated by an act of the shippers, a seaman shall be entitled to a share in the compensation awarded to the vessel in the proportion of his share in the freight charges.

**Article L.623-20**

If the voyage cannot begin for reasons of force majeure, the termination of the voyage shall not give rise to any compensation to the seamen. However, a seaman paid by the month or by the voyage shall be remunerated for any days already worked by him in the service of the vessel.

**Article L.623-21**

When a voyage has begun but cannot be continued for reasons of force majeure, a seaman paid by the month shall receive the wages due for the time served, a seaman paid by the voyage shall receive the total wages specified in the contract, and a seaman paid by a share in the profits or freight charges shall receive his contractual share in the profits made or freight charges earned during the part of the voyage which has been completed.

However, in the event of arrest, shipwreck or declaration of unseaworthiness, a seaman paid by the month or by the voyage shall be paid only up to day on which his service ceases. Regardless of the type of his engagement, a seaman shall be paid for any days spent by him saving the wreckage of the vessel, flotsam or cargo.

**Article L.623-22**

If the vessel's voyage is terminated for reasons of force majeure, a seaman who has not received the total wages to which he is entitled for the envisaged duration of the voyage shall be entitled to a share in any compensation which may be awarded to the vessel pursuant to the first paragraph of article L.623-21.

**Article L.623-23**

If a seaman dies during the term of his contract, his wages, if he is paid by the month, shall be due up to the day of his death.

If a seaman is engaged for the duration of a voyage and if he is paid either by a lump-sum or by a share in the profits or freight charges, and for an outward voyage only, his total wages or share shall be payable if he dies after the voyage has begun. If he is engaged for a round voyage, half of his wages or his share shall be payable if he dies during the outward voyage or in the port of destination; the whole amount shall be due if he dies during the return voyage.

In the case of long-range fishing operations, half of a seaman's wages or share shall be payable if he dies during the first half of the expedition. The total amount shall be payable if he dies during the second half.

Regardless of the type of his engagement, the remuneration of a seaman killed defending the vessel or performing, for the safety of the vessel, an act beyond the call of duty, shall be payable in its entirety if the vessel arrives safe in port or, in the event of arrest, shipwreck or declaration of unseaworthiness, up to the day of the cessation of the crew's services.

**Article L.623-24**

If the vessel is lost without news, one month's additional remuneration shall be payable to a seaman's beneficiaries, in addition to the remuneration due up to the time of the latest news if the seaman was paid by the month or, if he was paid by the voyage, half of the remuneration due for the round voyage during which the vessel was lost.

**Article L.623-25**

The seamen of a vessel which has rendered assistance shall be entitled to a share in the remuneration awarded to the assisting vessel under the conditions of article L.322-5.

**Article L.623-26**

A seaman who is called upon to perform a function other than the one for which he was recruited and carrying a minimum wage higher than his own shall be entitled to a wage increase calculated on the basis of the difference between his wages and the wages relating to the function which he temporarily performs.

**Article L.623-27**

A seaman who, when employed on a vessel, is absent without permission at the time when he was to have gone on duty shall not be entitled to payment for the time of his absence.

As appropriate, an owner may claim damages for the harm caused to him by a seaman who, when employed on a vessel, is absent from the vessel without permission in disregard of the measures taken by the captain in accordance with article L.623-4.

A seaman shall forfeit his wages from the time when he is deprived of his freedom following conviction for a violation of the criminal law.

**Article L.623-28**

Remuneration shall be reckoned up when the vessel arrives in the port at which its voyage is concluded.

The parties may agree, depending on the duration of the voyage or the type of navigation, to reckon up remuneration by periods determined in advance, provided that in all cases such reckoning takes place no later than the closure of the ship's articles.

The remuneration of any seaman disembarked alone before the completion of the voyage shall be reckoned up at the time of his disembarkation.

**Article L.623-29**

Regardless of the place where the remuneration is calculated, payment shall be made at the place chosen by the seaman.

**Article L.623-30**

Shares in the profits shall be paid in accordance with the usual conventions and practices.

**Article L.623-31**

When a seaman disembarks on the completion of his contract of employment, any objections or reservations entered

by the parties concerning the payment of remuneration shall be notified to the maritime authorities.

In no place shall use be made of means of payment designed to take the place of legal currency. If payment is made abroad in foreign currency, it shall be made under the supervision of the consular authority at the rate of exchange set for chancellery operations.

**Article L.623-32**

The remuneration of a seaman who is absent or has disappeared at the time of payment shall be deposited in the Caisse des Dépôts et Consignations (Deposit and Escrow Account) for the account of his beneficiaries.

**Article L.623-33**

A seaman may request advances or part-payments of his remuneration.

Regardless of their amount, advances shall be set against the remuneration or shares due to a seaman only up to a total of three months' remuneration. The part of any advance exceeding that amount shall be retained by the seaman as an enlistment bonus or non-returnable advance.

Advances may be assigned to another person.

**Article L.623-34**

Part-payment of remuneration earned may be made to a seaman during a voyage.

All payments must first be recorded in the ship's log and countersigned by the seaman.

Part-payments may not exceed one third of the remuneration earned by a seaman up to the time when the payment is requested, after deduction, as appropriate, of any advances or assigned sums.

**Article L.623-35**

At the time of embarkation a seaman may assign his remuneration and profits, but only in favour of a person for whom he is legally or in fact responsible; however, the total amount assigned may in no case exceed two thirds of the said remuneration or profits.

The amount assigned, the names of the beneficiaries and the schedule of payment shall be entered in the ship's log.

**Article L.623-36**

Assignment may be arranged during the voyage in accordance with the conditions and limits indicated in the preceding article by seamen who have not taken advantage of the assignment option at the time of embarkation.

Their requests shall be submitted to the captain.

They shall be transmitted by the captain to the operator without delay. They shall be entered in the ship's log.

**Article L.623-37**

Advances and assigned advances shall not be repayable if the contract of employment is terminated by an act of the operator, captain or charterer. The same shall apply if the contract of employment is terminated by force majeure, unless otherwise agreed.

In the event of the termination of the contract of employment by an act of the seaman, any advances and assigned advances shall be repayable, even if they constitute an enlistment bonus or non-returnable advance.

**Article L.623-38**

Any sums paid which, at the time of reckoning, are found to have exceeded the amount of the remuneration or shares actually due to a seaman shall be repaid.

**Article L.623-39**

The wages, profits and other remuneration of seamen shall be subject to attachment or assignment under the conditions set out in title II of the first part of book IV of the Code of Civil Procedure.

**Article L.623-40**

In addition to the property, money and valuables declared by law to be safe from attachment, the following items shall not be subject to attachment for any reason whatsoever:

1. A seamen's clothing, without exception;
2. Tools and other items belonging to a seaman and used in the exercise of his occupation;
3. Sums of money due to a seaman for medical and pharmaceutical costs or for transport on the conclusion of his contract.

**Section IV**  
**Benefits in kind**

**Article L.623-41**

Seamen shall be entitled to food or to an equivalent payment for the duration of their inscription on the crew list.

**Article L.623-42**

On any vessel on which the seamen are fed by the operator, there must be a cook suitably qualified for this occupation and aged over 18 years. If the crew has more than 20 members, the cook may not be reassigned from his work to any other shipboard task.

**Article L.623-43**

No owner may charge the captain or any other officer a lump-sum for feeding the crew.

**Article L.623-44**

No person may bring alcoholic beverages on board without the captain's permission.

Any alcoholic beverage brought on board in contravention of the preceding paragraph shall be confiscated by the captain, without prejudice to any disciplinary or criminal action against the offender.

**Article L.623-45**

Operators of vessels shall be prohibited from:

1. Operating on shore a staff shop for the direct or indirect sale to the seamen employed by them, or to their families, of foodstuffs and other items of any kind whatsoever;
2. Imposing on the said seamen the obligation of spending their wages, wholly or in part, in shops specified by the operator.

**Article L.623-46**

On vessels fitted out for long-range voyages, international coastal shipping and long-range fishing, bedding shall be provided by the owner in accordance with the regulations on shipboard hygiene.

**Section V**  
**Claims and secured claims**

**Article L.623-47**

The provisions of article L.312-1 according to the owner of a vessel the option of limiting his liability shall not apply to claims made by seamen under their contracts of employment.

**Article L.623-48**

Claims made by seamen under their contracts of employment shall be secured in accordance with the provisions of article L.314-1 above and article 1938 of the Civil Code.

**Section VI**  
**Paid leave**

**Article L.623-49**

Seamen recruited to serve on board a vessel shall be entitled to paid leave at the expense of the operator, calculated at the rate of three days per month of service.



**CHAPTER IV**  
**Termination of contracts of employment**

**Section I**  
**Provisions common to all contracts of employment**

**Article L.624-1**

Regardless of its type, a contract of employment shall end:

1. Following an event of force majeure and in particular in the event of the seaman's death or an illness or accident necessitating his disembarkation, or the sale, arrest, shipwreck or unseaworthiness of the vessel;
2. Following the regular disembarkation of the seaman as a result of the cancellation or termination of his contract of employment under the terms of the present chapter, either by the operator or by the seaman or by mutual consent of the parties.

**Section II**  
**Provisions specific to contracts of employment of unspecified duration**

**Article L.624-2**

A contract of employment of unspecified duration may always be discontinued at the wish of one of the parties. It shall terminate at the end of the period of notice.

**Article L. 624-3**

The period of notice shall run from the time of the dispatch of a recorded-delivery registered letter.

This letter may be replaced by the delivery to the seaman of a written notification against a memorandum of receipt or by an entry in the ship's log countersigned by the seaman.

**Article L.624-4**

The starting point of the period of notice must be set in such a way that the seaman enjoys on shore, in the port nearest to his residence, a period of time with pay equal to at least one quarter of the period of notice.

Periods of paid leave acquired by the seaman under any heading whatsoever shall not be taken into account in the calculation of the period of notice.

**Article L.624-5**

The existence and duration of the period of notice shall be determined by law, the contract of employment, the internal rules and procedures of the enterprise, or a collective labour agreement or, failing that, by the common practice.

Unless a collective labour agreement or, failing that, the common practice provides for a longer period of notice or a shorter length-of-service qualification, the seaman shall be entitled, except in cases of serious misconduct or force majeure:

- (a) If he has served with the same operator for more than six months without a break, to a period of notice of

one month;

(b) If he has served with the same operator for more than two years without a break, to a period of notice of two months.

Any clause in a contract of employment, internal rules and procedures or collective labour agreement establishing a shorter period of notice or a longer service qualification than those provided for in the present article shall automatically be void.

#### Article L.624-6

By waiver of the preceding provisions, the duration of the period of notice resulting from the application of the second paragraph of the preceding article shall be reduced by half if the seaman takes the initiative to terminate the contract.

Any provision to the contrary shall automatically be void.

#### Article L.624-7

During the period of notice, the operator and the seaman shall be required to comply with all their obligations towards each other.

If the operator releases the seaman from work during the period of notice, such action shall not entail, until the expiry of the period of notice, any reduction of the remuneration or benefits to which the seaman would be entitled if he was working.

#### Article L.624-8

In any event, a seaman's right to terminate his contract of employment shall not take effect at the end of the period of notice:

1. If the period ends after the time fixed by the captain of the vessel in the port of departure for the commencement of the watch rota with a view to sailing. However, the option of leaving the vessel's service cannot be denied to a seaman, except in unforeseen and duly justified circumstances, 24 hours before the time set for sailing;
2. If the period ends before the time set by the captain for the cessation of the watch rota on arrival in port;

However, the option of leaving the vessel's service cannot be denied to a seaman, except in unforeseen and duly justified circumstances, 24 hours after the vessel's arrival at its berth.

#### Article L.624-9

Termination of a contract of employment of unspecified duration without notice, or in disregard of the rules on periods of notice, shall entail an obligation for the responsible party to pay to the other party compensation equal to the remuneration and benefits of every kind which the seaman would have received during a period of notice provided for in article L.624-5 which has not been observed.

However, a contract may be terminated without notice in the event of serious misconduct or force majeure.

#### Article L.624-10

Improper termination of a contract of employment by one of the parties may give rise to damages in favour of the

other party, which shall be set by a court in the absence of agreement between the parties. The court's decision shall mention expressly the reasons given by the party which breaks the contract.

#### Article L.624-11

The parties may not waive in advance their possible entitlement to the damages provided for in articles L.624-9 and L.624-10.

#### Article L.624-12

If any change occurs in an employer's legal situation, in particular as a result of succession, sale, merger, stock conversion, or incorporation, all the contracts of employment currently in force on the date of the change shall remain in force between the new operator and the staff of the enterprise.

### Section III

#### Provisions specific to contracts of employment of specified duration

#### Article L.624-13

A contract of employment concluded for a specified duration shall normally end on the expiry of the period for which it was concluded.

A contract of employment concluded for the duration of one voyage shall end on the completion of the voyage or its voluntary or forced termination.

#### Article L.624-14

A contract of employment concluded for a specified duration may be terminated before its expiry at the wish of one party alone only for justified reasons or in the event of serious misconduct or force majeure, or in the cases specified in the contract or determined by the internal rules and procedures of the enterprise.

#### Article L.624-15

If a contract of employment concluded for a specific duration expires during a voyage, the seaman's engagement shall end on arrival in the first port of call.

However, his engagement shall be extended until the ship arrives in the Principality or in a port of the neighbouring country if the vessel is scheduled to make a call there within one month from the expiry of the contract of employment.

### Section IV

#### Transport of seamen on completion of their contract

#### Article L.624-16

A disembarked seaman must be transported at the vessel's cost to the port closest to his residence.

#### Article L.624-17

Such transport shall include the costs of travel, food and accommodation.

**Article L.624-18**

Costs connected with the transport of a seaman disembarked during a voyage following termination of his contract by the common wish of the parties shall be settled by agreement between the parties.

Such costs shall be borne by the seaman if he is put ashore for disciplinary reasons.

**CHAPTER V**  
**Social security**

**Section I**  
**General provisions**

**Article L.625-1**

For the purposes of the present chapter, "maritime authorities" means:

1. In Monaco, the Director of Maritime Affairs;
2. In France, the consuls of Monaco or, failing that, the heads of the local offices of maritime affairs in their capacity as representatives of the funds to which seamen are affiliated;
3. In other countries, the consuls of Monaco. If there is no consular representative in the port or nearby, the captain of a merchant vessel shall be authorized to complete all the administrative formalities connected with the ship's articles, and he shall draft a report describing the exceptional circumstances and submit it to the operator, who shall transmit it to the Director of Maritime Affairs. However, the captain of a pleasure or sports vessel may not take on board or put ashore a waged seaman of Monegasque or French nationality without the permission either of the nearest Monegasque consular authority or of the Director of Maritime Affairs of Monaco, to whom application must be made, as appropriate, by the speediest means of communication.

**Article L.625-2**

The fulfilment of the employer's obligations under the social security scheme applicable pursuant to the laws or regulations must be guaranteed by a contract of insurance underwritten in Monaco by an insurance company or by an underwriter approved in accordance with the provisions of article 7 of Act No. 609 of 11 April 1956.

**Section II**  
**Social security**

**Article L.625-3**

The social security scheme applicable to seamen of Monegasque or French nationality shall be determined by the terms of the Franco-Monegasque agreements.

**Article L.625-4**

Seamen of nationality other than Monegasque or French and crew members not possessing the status of seamen shall be subject to Monegasque social security legislation.

**CHAPTER VI**  
**Special provisions applicable to certain categories of seaman**

**Section I**  
**Special provisions applicable to captains**

**Article L.626-1**

Agreements concluded between an operator and a captain concerning the captain's commercial function as representative of the operator may be validly authenticated without recourse to the maritime authorities.

**Article L.626-2**

The provisions of articles L.623-8 to L.623-13 concerning working hours and weekly rest shall not apply to captains.

**Article L.626-3**

The provisions of articles L.623-16 to L.623-17 concerning the calculation of remuneration in the event of the delay, prolongation or curtailment of a voyage shall not apply to captains when such events are due to their act.

The provisions of article L.623-27 shall likewise not apply to captains.

**Article L.626-4**

The provisions of article L.623-34 concerning advances and part-payments shall not apply to captains.

**Article L.626-5**

A captain's fixed salary shall be subject to attachment only for the reasons and within the limits specified in article L.623-39.

A captain's remuneration apart from his fixed salary may be withheld in its entirety against sums owed by him to the operator in his capacity as the operator's representative.

**Article L.626-6**

A captain engaged for a voyage shall be required to complete it, on pain of liability for damages to the owners or charterers.

**Article L.626-7**

An operator may always dismiss a captain, subject to liability for damages in the event of unjustified dismissal.

**Section II**  
**Special provisions applicable to seamen having the status of minors**

**Article L.626-8**

Permission for a minor to undertake his first voyage granted by the person or authority responsible in law for his guardianship or, failing that, by a guardian magistrate, shall confer on the minor the capacity to perform all the acts connected with his engagement, in particular to receive remuneration.

The withdrawal of such permission may not be invoked against third parties unless they have been informed of the withdrawal before the conclusion of the contract.

Such permission may not be withdrawn once the minor has reached the age of 18 years.

**Article L.626-9**

Subject to the provisions of Act No. 719 of 27 December 1961 concerning the age of admission to work, any minor signed on for work on deck, in the engine room or in the general service shall have the status of "apprentice" (mousse) if he is aged under 16 years, or "junior" (novice) if he is aged over 16 but under 18 years.

**Article L.626-10**

On vessels of over 250 register tons, apprentices shall be prohibited from performing night-watch duty between 20.00 and 04.00 hours. Apprentices and juniors may not work in the engine room or holds.

Apprentices and juniors may not work for more than eight hours during any one day, except when the vessel is entering or leaving port. It is obligatory for apprentices to have a weekly rest period, both at sea and in port, on the normal date, or exceptionally with a delay not exceeding 48 hours.

Apprentices and juniors may not be assigned to engine-room watches. They must not work more than four hours a day in machinery spaces or when the high temperature may constitute a danger to their health.

**Article L.626-11**

Children aged under 15 years may not be taken on board a vessel to work. However, a child aged at least 14 years may exceptionally be authorized by the maritime authorities to perform such work if it is in his interest. He shall be required to present a certificate of physical capacity issued by a doctor approved by the maritime authorities.

In addition, children aged under 15 but over 13 years may, during the school holidays, occasionally take part in shipboard activities on coastal fishing vessels, subject to the presentation of the medical certificate referred to in the preceding paragraph and providing that they do not receive any payment.

**Article L.626-12**

The captain or skipper must exercise close supervision over minor seamen and ensure that they perform only work within their physical capacity and connected with their occupation. The captain or skipper shall gradually instruct such children, or have them instructed, in their occupation.

**Article L.626-13**

The conditions for the application of the provisions of article L.626-10 on vessels of 250 register tons or less shall be determined by sovereign order issued on the basis of the opinion of the Council of the Sea.

**CHAPTER VII**  
**Disputes between operators and seamen**

**Article L.627-1**

Disputes between operators or their representatives and seamen, with the exception of captains, concerning contracts of employment governed by the present Code shall be submitted to a labour tribunal.

Disputes between operators and captains shall be submitted to a court of first instance.

**TITLE III**  
**Disciplinary and criminal offences**

**CHAPTER I**  
**General provisions**

**Article L.631-1**

All persons of whatever nationality who are on board a vessel either as crew members or on any other basis shall be subject to the provisions of the present title, regardless of where the vessel is located.

The same shall apply to the loss of a vessel or members of its crew, to the extent that their cases could have been submitted to the competent public authority, and to other persons embarked on the vessel who request to be treated as crew members.

**Article L.631-2**

The expression "on board" covers the vessel, its boats and its fixed means of passage to the shore.

"Maritime authorities" means:

- In Monaco, the Director of Maritime Affairs;
- In other countries, the consuls of Monaco.

**Article L.631-3**

Jurisdiction over crimes, misdemeanours and other offences committed by persons referred to in article L.631-1 shall be exercised by courts of general jurisdiction.

**Article L.631-4**

The limitation periods of public proceedings, enforcement of sentences, and criminal indemnity actions shall be fixed in accordance with ordinary law.

However, in the cases of serious breach of discipline referred to in article L.632-7, the limitation periods shall be those provided for minor criminal offences.

The limitation periods specified in the preceding paragraphs shall not begin to run until the day on which the offender is brought before the competent legal authority.

**Article L.631-5**

For the purposes of the provisions of article 10 of the Criminal Code, any person deprived of his freedom pursuant to the special provisions of the present title shall be deemed to have been remanded in custody.

**Article L.631-6**

The provisions of article 392 of the Criminal Code shall apply to the crimes and misdemeanours covered by the present title.

**Article L.631-7**

Articles 393 to 405 of the Criminal Code concerning the suspension of sentences shall apply, subject to the reservations set out below, to sentences of imprisonment or fines imposed under the present title.

When a sentence imposed for a crime or misdemeanour under ordinary law is suspended, a further sentence imposed within a period of five years for a crime or misdemeanour covered by the present title shall cause the guilty party to forfeit the benefit of that suspension only in the case of the crimes or misdemeanours specified in articles L.633-20, L.633-21 (second, third, fourth and fifth paragraphs), L.633-23, L.633-24, L.633-25, L.633-28, L.633-33, L.633-42 and L.633-43.

Earlier sentences imposed for a misdemeanour covered by articles L.633-10 to L.633-12, L.633-16, L.633-17, L.633-22, L.633-29, L.633-32, L.633-34, L.633-35 to L.633-44, L.633-46 to L.633-54, and L.633-62 to L.633-65 of the present title shall not constitute an obstacle to relief of sentence when the guilty person is sentenced for a crime or misdemeanour under ordinary law.

**CHAPTER II**  
**Breaches of discipline**

**Section I**  
**General provisions**

**Article L.632-1**

In the common interest of all the persons on board, the captain shall have, regardless of the circumstances and to the extent necessary, the authority to maintain order and ensure the safety of the vessel, the persons on board and the cargo, and the proper conduct of the voyage.

For these purposes he may employ any necessary means of coercion and require the persons on board to assist him.

**Article L.632-2**

A special log known as the "discipline log" shall be kept on board all vessels engaging in long-range or coastal navigation.

The captain shall immediately record in the discipline log the nature of any breaches of discipline committed



on board, the circumstances which caused them, the findings of the investigation carried out, the names and statements of witnesses, the explanations of the guilty seamen, the punishment imposed and the measures taken.

The discipline log must be presented to the maritime authorities for stamping whenever a breach of discipline has occurred in the interval between the vessel's latest departure and arrival or call in port. The captain shall at the same time remit to the maritime authorities the file on the preliminary investigation which he carried out.

**Article L.632-3**

Disciplinary punishments with an indication of the misconduct in question shall be recorded in a seaman's record at the behest of the maritime authorities.

**Section II**  
**Minor breaches of discipline**

**Article L.632-4**

Minors breaches of discipline are:

1. Simple failure to obey any order concerning the operation of the vessel, without resistance to a formal warning given before a witness by a superior;
2. Drunkenness on board, without disorderly conduct and when off duty;
3. Unauthorized absence from the vessel when off duty;
4. Quarrels and disputes not involving violence; and
5. In general terms, any misconduct not specified in article L.632-7.

**Article L.632-5**

When a captain learns of a minor breach of discipline, he shall have the accused person brought before him, in private, within a time limit of 24 hours.

The captain shall question the person concerned about the facts alleged against him and shall hear witnesses for and against. In the light of the circumstances, the captain may impose one of the sanctions provided for in article L.632-6.

After having entered the details stipulated in article L.632-2 in the discipline log, the captain shall require the person concerned to read the entry and countersign it; a refusal to sign shall be recorded.

**Article L.632-6**

The captain may impose on a person guilty of a minor breach of discipline one of the following sanctions:

1. Censure;
2. Confinement to the vessel for a maximum of four days in the case of officers, boatswains and crewmen;
3. Confinement to quarters for a maximum of four days.

In the case of officers, boatswains and crewmen, such sanction shall not entail either interruption of service or suspension of remuneration.

Any other person confined to quarters must keep to his cabin and may not leave it without permission.

### Section III Serious breaches of discipline

#### Article L.632-7

Serious breaches of discipline entailing one of the punishments specified in article L.632-8 are:

1. Any second minor breach of discipline committed during the same voyage by any person on board who has already incurred one of the sanctions specified in article L.632-6 within the past month;
2. Any misconduct in the performance of professional duties which may impair the vessel's safety;
3. Refusal to obey or resistance to any order concerning the operation of the vessel, following a formal warning issued by a superior in cases other than the one specified in article L.633-34, or by the captain alone in the case of a passenger;
4. Drunkenness on board, with disorderly conduct, subject to the provisions of article L.633-31;
5. Disrespectful behaviour towards a superior or direct insults addressed to a subordinate on board;
6. Unauthorized use, without loss, damage or abandonment, of one of the vessel's boats;
7. Unauthorized absence from the vessel when on duty;
8. Petty theft or swindling, when the victim has not lodged a complaint;
9. Failure to comply with an order of confinement to the vessel or to quarters.

#### Article L.632-8

Subject to the provisions of article L.633-35, a captain may impose the following punishments.

In the case of officers, boatswains and crewmen:

1. Confinement to the vessel for a maximum of eight days;
2. Confinement to quarters for a maximum of 15 days, without suspension of remuneration or interruption of service.

In the case of passengers:

- Confinement to quarters for a maximum of 15 days.

#### Article L.632-9

When a captain learns of a serious breach of discipline, he shall immediately conduct an investigation.

He shall question the person concerned about the facts alleged against him and shall hear witnesses for and

against.

The findings of the investigation shall be entered in a memorandum, countersigned by the witnesses, containing details of the nature of the offence in question, the names and statements of the witnesses, and the explanations of the person concerned. This person shall immediately read the memorandum and shall be required to sign it; a refusal to sign shall be recorded.

The captain may impose one of the sanctions specified in article L.632-8.

The details of the investigation and the consequent punishment, if any, shall be recorded in the discipline log.

#### **Section IV**

#### **Withdrawal of the privileges attached to certificates and diplomas**

#### **Article L.632-10**

The Minister of State may order, with respect to any certified seaman, the temporary withdrawal, wholly or in part and for a maximum of three years, of the rights and privileges afforded by the certificate which the seaman holds, for dishonourable conduct, serious misconduct in the performance of his professional duties, or for an offence covered by chapter III of the present title or by the first paragraph of article L.421-2, when such offence is committed in violation of the regulations on the protection of human life at sea.

However, such withdrawal may be declared permanent in the event of:

- Imposition of an afflictive or infamous sentence;
- Total loss of the vessel; or
- Imposition of one of the sanctions specified in the first paragraph of the present article.

Such withdrawal may not be imposed before a disciplinary board has delivered a decision, which must include an explanation of its reasons. The Minister of State may not impose a more severe punishment than the one proposed to him by the disciplinary board.

The conditions for the application of the present article shall be determined by sovereign order.

**CHAPTER III**  
**Criminal offences**

**Section I**  
**Jurisdiction and procedure**

**Article L.633-1**

Crimes, misdemeanours and other offences committed on board a vessel shall be investigated either following a complaint, or following a report, or of their own accord:

1. By the criminal investigation police;
2. Abroad, by the consuls of Monaco;
3. By the captain of the vessel on board which the offence is committed.

**Article L.633-2**

Reports shall be drawn up in accordance with the provisions of the Code of Criminal Procedure. They shall comply with the rules of that Code.

**Article L.633-3**

As soon as a captain learns of a crime, misdemeanour or other offence committed on board, he shall conduct a preliminary investigation in accordance with the provisions of book I, title IV, of the Code of Criminal Procedure. The circumstances of the offence and the statements contained in the record of the preliminary investigation shall be entered in the discipline log.

When necessary, a captain may order the preventive arrest of the perpetrator of a crime or misdemeanour.

In the exercise of this power, a captain may use any suitable means of coercion and require the persons on board to assist him.

Minors under the age of 18 years shall be kept separate from any other detainee.

If the facilities of the vessel do not allow for detention, the captain may transfer a detainee either to the captain of another Monegasque vessel equipped with suitable facilities or to the nearest consul of Monaco, who shall immediately remand the person concerned in custody. In all cases, the detainee must be brought before the Monegasque judicial authorities as quickly as possible.

Remand in custody shall be subject to the rules established by sovereign order.

Orders to remand in custody shall be issued in accordance with the provisions of article 10 of the Criminal Code.

**Article L.633-4**

The captain shall transmit the documents of the preliminary investigation to the Procurator-General and inform the Department of Maritime Affairs of this action. If so requested by the Procurator-General, the Department of Maritime Affairs shall give its opinion, with an explanation of its reasons, on how to proceed with the matter.

**Article L.633-5**

If the offence is committed by a captain or with his complicity, the preliminary investigation provided for in article L.633-3 shall be carried out by the Chief of the Maritime Police. He shall proceed in accordance with articles L.633-2 to L.633-4.

**Article L.633-6**

The Procurator-General shall proceed in accordance with book I, title II, of the Code of Criminal Procedure. However, in the case of the offences specified in articles L.633-17, L.633-20, L.633-22, L.633-33, L.633-38 to L.633-40, L.633-42, L.633-44, L.633-56 to L.633-61, and L.633-66, he may initiate proceedings only after having consulted the Director of Maritime Affairs. The Director of Maritime Affairs shall appear before the court if so requested.

**Article L.633-7**

Minors aged under 18 years shall be prosecuted and sentenced in accordance with provisions of the law applicable to them.

**Article L.633-8**

A victim of an offence may bring criminal indemnification proceedings in accordance with the provisions of the Code of Criminal Procedure.

However, notwithstanding article 368 of that Code, a victim may not summon the defendant directly before a criminal court but must submit the case to an examining magistrate.

**Article L.633-9**

If one of the offences mentioned in articles L.633-36 and L.633-46 to L.633-49 is attributable to one or more persons belonging to the crew of a foreign vessel, the Procurator-General or an examining magistrate may order the provisional immobilization of the vessel.

The author of such a decision may at any time order the lifting of the immobilization order either unconditionally or subject to the deposit of a security, for which he shall set the amount and modalities of payment.

The use and restitution of the security shall be governed by the provisions of articles 193 to 200 of the Code of Criminal Procedure.

**Section II**

**Unauthorized absence and desertion of post**

**Article L.633-10**

Any officer, boatswain or crewman found guilty of unauthorized absence on board when he is assigned to a supervisory or safety duty when employed on the vessel shall be sentenced to a term of imprisonment of between six days and six months, and his unauthorized absence may entail prejudicial consequences.

**Article L.633-11**

Any captain who, except in cases of force majeure, breaks his contract and abandons his vessel before being replaced

shall be sentenced, if the vessel was safe in port, to a term of imprisonment of between one month and one year, and if the vessel was in an open roadstead or at sea, to a term of imprisonment of between one and two years.

#### Article L.633-12

Any captain who fails to fulfil the obligation stated in article L.330-6 shall be sentenced to the fine provided for in article 26, paragraph 1, of the Criminal Code.

### Section III

#### Offences affecting the maintenance of order on board ship

#### Article L.633-13

Any captain, officer or boatswain who abuses his authority or who orders, authorizes or tolerates an abuse of authority with regard to a crewman, passenger or any other person on board shall be sentenced to a term of imprisonment of between six days and six months and to the fine provided for in article 26, paragraph 1, of the Criminal Code or to only one of these two penalties.

Any captain, officer or boatswain guilty of insulting behaviour by word, gesture or threat towards a crewman, passenger or any other person on board shall be liable to the same penalty.

Any captain who neglects to release from service a seaman who has reached the end of his contract of employment so that he may freely leave the vessel shall be liable to the same penalty.

Any captain, officer or boatswain who, except in the legitimate cases referred to in the second paragraph of article L.633-3, uses violence or causes violence to be used in the exercise or in connection with the exercise of his functions shall be liable to the penalties provided for in articles 126 and 127 of the Criminal Code.

In the cases specified in the present article, the penalties may be doubled if the victim is a minor.

#### Article L.633-14

For each of the offences listed below, a captain shall be liable to the fine provided for in article 29, paragraph 3, of the Criminal Code if he neglects or refuses without legitimate grounds:

1. To carry out the necessary investigation of a crime, misdemeanour or other offence committed on board;
2. To draw up the civil status documents, records of disappearance or wills in the cases mentioned in articles 50, 65, 851, 852 and 854 of the Civil Code;
3. Regularly to keep the ship's logs, including the discipline log, and other official records.

#### Article L.633-15

Any captain, officer, boatswain or crewman who fraudulently enters in the ship's documents any distorted or untrue facts shall be sentenced to a term of imprisonment of between 10 and 20 years.

#### Article L.633-16

Any captain who, except in cases of force majeure, abandons the command of his vessel shall be sentenced to a term of imprisonment of between one month and one year and to the fine provided for in article 26, paragraph 1, of the Criminal Code.

The same penalties shall be incurred by any person who improperly exercises command of a vessel and by an operator acting as his accomplice.

**Article L.633-17**

Any person on board a vessel who commits or attempts to commit with premeditation and without the knowledge of the operator an act of fraud or smuggling which may entail the operator's criminal responsibility shall be sentenced to a term of imprisonment of between six days and three months.

If the guilty party is the captain, the penalty shall be doubled.

**Article L.633-18**

Any captain who diverts to his own profit the vessel whose command has been entrusted to him or who, with criminal intent, takes the wrong course or destroys all or part of the cargo, foodstuffs or effects on board shall be sentenced to a term of imprisonment of between five and 10 years.

**Article L.633-19**

A captain shall be sentenced to a term of imprisonment of between five and 10 years if, with intent to defraud, he:

1. Sells the vessel;
2. Effects discharges of any kind whatsoever;
3. Diverts or wastes, to the detriment of the owner, funds or movable property in respect of the hull, resupply or equipping of the vessel, or of repair of damage.

**Article L.633-20**

Any captain, officer, boatswain or crewman who tampers with goods forming part of the cargo shall be sentenced to a term of imprisonment of between two and five years and to the fine provided for in article 26, paragraph 3, of the Criminal Code.

**Article L.633-21**

Any person on board who adulterates foodstuffs, beverages or other items of consumption shall be sentenced to a term of imprisonment of between three months and one year and to the fine provided for in article 26, paragraph 3, of the Criminal Code or to only one of these two penalties.

If the adulterated substance is harmful to human health or if it is toxic, the term of imprisonment shall be between six months and three years and the fine the one provided for in article 26, paragraph 3, of the Criminal Code.

If the ingestion of the adulterated substance causes an illness or an incapacity to work lasting more than 20 days, the penalty shall be a term of imprisonment of between one and five years and the fine provided for in article 26, paragraph 4, of the Criminal Code.

If such ingestion causes a permanent serious disability, the penalty shall be a term of imprisonment of between five and 10 years.

If such ingestion causes death, the penalty shall be a term of imprisonment of between 10 and 20 years.

**Article L.633-22**

Any person on board who fraudulently diverts, tampers with or sells an item used for the navigation, steering or safety of the vessel or who sells foodstuffs loaded for use on board shall be sentenced to a term of imprisonment of between one and five years and to the fine provided for in article 26, paragraph 4, of the Criminal Code.

If such diversion, tampering or sale compromises the safety of the vessel or the persons on board, the penalty shall be a term of imprisonment of between five and 10 years.

**Article L.633-23**

Persons on board who individually or collectively:

1. Commit an act compromising the safety of the vessel or the persons or property on board;
2. By violence or threat of violence seize or take control of the vessel; shall be sentenced to a term of imprisonment of between 10 and 20 years.

**Article L.633-24**

Persons on board who rise up collectively against the captain's authority and refuse, following a formal warning, to fall back into line shall be sentenced to a term of imprisonment of between 10 and 20 years.

If two or more persons decide to act jointly with a view to committing one or more of the acts referred to in the preceding paragraph, they shall be liable to the same penalty.

**Article L.633-25**

A sentence of life imprisonment shall be imposed on any person who deliberately:

1. Commits an act of violence against a person on board a vessel if such act is likely to compromise the safety of the vessel or the persons or property on board;
2. Destroys a vessel, wholly or in part, by any means whatsoever;
3. Commits an act of piracy. The following persons shall be deemed pirates:
  - (a) Any person on board a vessel and acting for his own private ends who commits an unlawful act of violence, destruction or depredation against another vessel on the high seas or against the persons or property on board;
  - (b) Any person who deliberately participates in the use of a vessel to commit one of the acts referred to in subparagraph (a) above;
  - (c) Any person who encourages the commission of one of the acts referred to in subparagraph (a) above or who supplies the means for so doing;
  - (d) Any person who, having participated in a mutiny on a vessel and taken command of it, commits one of the acts referred to in subparagraph (a) above.



**Article L.633-26**

In the cases referred to in articles 633-23, L.633-24 and L.633-25, any resistance by the captain and persons rendering him assistance shall be deemed an act of legitimate self-defence.

**Article L.633-27**

Any person who communicates information which he knows to be false or refrains from communicating accurate information, under circumstances which may compromise the safety of a vessel during a voyage, shall be sentenced to a term of imprisonment of between one and five years and to the fine provided for in article 26, paragraph 4, of the Criminal Code.

**Article L.633-28**

Theft committed on board a vessel shall be punished in accordance with the provisions of the Criminal Code.

Such provisions shall not constitute an obstacle to the application of article L.632-7, paragraph 8.

**Article L.633-29**

Any seaman who, having received advances on his wages or shares, fails without legitimate grounds to do his duty on board and is unable to reimburse the advances made to him shall be sentenced to the penalties provided for in article 337, paragraph 1, of the Criminal Code.

**Article L.633-30**

Any person on board who is guilty of having brought on board alcohol or spirits or of having facilitated their bringing on board without the express permission of the captain shall be sentenced to a term of imprisonment of between six days and one month.

A captain or owner who brings on board or causes to be brought on board alcohol or spirits for consumption by the crew, in quantities greater than those allowed by the regulations, or authorizes their bringing on board, shall be liable to double the penalty.

**Article L.633-31**

A captain found in a state of inebriation on board his vessel, and any officer, boatswain or crewman who habitually becomes inebriated or is found in a state of inebriation while on watch shall be sentenced to a term of imprisonment of between six days and six months.

A captain who habitually becomes inebriated shall be liable to double the penalty, without prejudice to the disciplinary measures provided for in article L.632-10.

**Article L.633-32**

Any officer, boatswain or crewman found guilty of insulting behaviour towards a superior by word, gesture or threat shall be sentenced to a term of imprisonment of between one and six months and to the fine provided for in article 26, paragraph 2, of the Criminal Code.

**Article L.633-33**

Any person on board who is found guilty of violence or an act of bodily harm against the captain shall be sentenced

to a term of imprisonment of between six months and three years and to the fine provided for in article 26, paragraph 3, of the Criminal Code.

If such violence or bodily harm causes an incapacity to work exceeding 20 days, the penalty shall be a term of imprisonment of between three and five years and the fine the one provided for in article 26, paragraph 4, of the Criminal Code.

If such violence or bodily harm causes the mutilation, amputation or loss of use of a limb, blindness, loss of an eye, or other serious permanent disability, the penalty shall be a term of imprisonment of between five and 10 years.

If such an act of violence or bodily harm is committed without intent to cause death but does cause death, the penalty shall be a term of imprisonment of between 10 and 20 years.

#### **Article L.633-34**

Any crewman who, following a formal warning by the captain or an officer specifically designated by the captain to issue such a warning, refuses to obey or resists an order concerning the operation of the vessel shall be sentenced to a term of imprisonment of between six days and six months.

If the refusal to obey or resistance may entail harmful consequences, the penalty shall be a term of imprisonment of between six months and one year.

If the guilty crewman is an officer or boatswain, the penalties provided for in the two preceding paragraphs shall be doubled.

#### **Article L.633-35**

A third serious breach of discipline and subsequent serious breaches of discipline committed during the same voyage shall be regarded as misdemeanours and punished by a term of imprisonment of between six days and six months.

However, if the nature of the offence and the circumstances in which it is committed apparently so allow, the Procurator-General, subject to the consenting opinion of the Director of Maritime Affairs, may treat the offence as a breach of discipline.

Minor breaches of discipline which are deemed serious pursuant to article L.632-7, paragraph 1, may never be treated as criminal misdemeanours.

### **Section IV**

#### **Violation of shipping regulations**

#### **Article L.633-36**

Without prejudice to the provisions of the second and third paragraphs of the present article, any persons, including foreigners, embarked on a Monegasque or foreign vessel who, in the internal or territorial waters of Monaco, fail to comply with the laws or regulations or the orders of the maritime authorities concerning either the regulation of waters and roadsteads or the regulation of shipping, shall be sentenced to a term of imprisonment of between six days and six months and to the fine provided for in article 26, paragraph 1, of the Criminal Code.

The captain of any Monegasque or foreign vessel who infringes in the territorial or internal waters of Monaco either the maritime traffic regulations enacted in application of the London International Convention of 20 October 1972 for Preventing Collisions at Sea concerning the separation of traffic, or the regulations enacted concerning the minimum distances of passage along the coasts of Monaco, shall be sentenced to a term of imprisonment of between

one month and two years and to the fine provided for in article 26, paragraph 4, of the Criminal Code. The captain of any Monegasque vessel who commits one of the offences specified in the preceding paragraph outside the territorial or internal waters of Monaco shall be liable to the same penalties.

However, if the offence is committed by the captain of a vessel carrying a cargo of oil or other dangerous substances as defined by sovereign order, the amount of the fine provided for in article 26, paragraph 4, of the Criminal Code shall be multiplied by a factor of 10.

#### **Article L.633-37**

The captain of any Monegasque or foreign vessel carrying a cargo of oil or other dangerous substances as defined by sovereign order who enters the territorial or internal waters of Monaco without having notified the maritime authorities of the date and time of such entry and the position, destination, course and speed of his vessel, the nature and volume of the cargo and, where necessary, any maritime casualty within the meaning of the Brussels Convention of 29 November 1969 which he has suffered shall be sentenced to a term of imprisonment of between one month and two years and to the fine provided for in article 26, paragraph 4, of the Criminal Code, the amount of the fine being multiplied by a factor of 50.

#### **Article L.633-38**

Any person who exercises on a Monegasque vessel, without the permission of the maritime authorities and except in cases of force majeure, either the command or any other shipboard function without satisfying the conditions set out in articles L.610-3, L.610-4 and L.610-5 shall be sentenced to a term of imprisonment of between six days and one year and to the fine provided for in article 26, paragraph 2, of the Criminal Code.

#### **Article L.633-39**

Any person who engages in maritime navigation without being in possession of one of the navigation certificates specified in book IV, title I, chapter I, or who refuses to produce such a certificate at the first request of the competent authorities, shall be liable to the fine provided for in article 26, paragraph 2, of the Criminal Code.

#### **Article L.633-40**

Any captain who fails to comply with the provisions of article L.413-5 concerning the external marking of vessels or who effaces, alters, covers or masks such marking, shall be liable to the fine provided for in article 26, paragraph 1, of the Criminal Code.

#### **Article L.633-41**

Any captain who fails to obey the orders of a vessel of the Monegasque police authority and compels such a vessel to use force shall be sentenced to a term of imprisonment of between six months and two years.

#### **Article L.633-42**

Any person who fraudulently boards a vessel with the intention of travelling on it shall be sentenced to a term of imprisonment of between six days and six months and to the fine provided for in article 26, paragraph 1, of the Criminal Code.

If the offence is repeated, the term of imprisonment shall be between six months and two years and the fine the one provided for in article 26, paragraph 2, of the Criminal Code.

**Article L.633-43**

Any person who, either on board a vessel or on shore, facilitates the embarkation or disembarkation of a stowaway or conceals or supplies food to a stowaway shall be sentenced to a term of imprisonment of between six days and six months and to the fine provided for in article 26, paragraph 1, of the Criminal Code.

The maximum penalty under the preceding paragraph shall be imposed on persons who act together to facilitate the embarkation of a stowaway.

If the offence is repeated, the term of imprisonment shall be between six months and two years and the fine the one provided for in article 26, paragraph 2, of the Criminal Code.

The maximum penalty which may be imposed under the second paragraph of the present article shall be doubled.

**Article L.633-44**

Any person embarked on a vessel who, without the captain's knowledge, brings on board the vessel with a view to their carriage any goods not entered in the manifest shall be sentenced to a term of imprisonment of between six days and six months and to the fine provided for in article 26, paragraph 1, of the Criminal Code, without prejudice to the captain's right to jettison the goods improperly loaded on the vessel in accordance with the provisions of article L.623-7.

**Section V**

**Deliberate destruction or loss of vessels, collisions,  
stranding and other maritime casualties**

**Article L.633-45**

Any person who deliberately strands, loses or destroys any vessel, by whatever means, shall be liable, depending on the case, to the penalties provided for in articles 369, 370, 373 and 374 of the Criminal Code.

The maximum penalty shall be imposed on the offender if he is responsible in any respect whatsoever for the steering of the vessel.

**Article L.633-46**

Any captain or watch officer found guilty of a violation of the rules contained in the shipping regulations concerning lights to be carried at night, signals to be made during fog, or the course to be steered and the manoeuvres to be executed when meeting another vessel shall be sentenced to a term of imprisonment of between six days and three months and to the fine provided for in article 26, paragraph 1, of the Criminal Code.

Any pilot who is found guilty of a violation of the rules concerning the steering of vessels shall be sentenced to the same penalties.

**Article L.633-47**

If one of the offences specified in the preceding article or any other act of negligence attributable to a captain, watch officer or pilot causes either a collision or a stranding or an impact against a visible or known obstacle, or serious damage to a vessel or its cargo, the guilty party shall be sentenced to a term of imprisonment of between six days and six months and to the fine provided for in article 26, paragraph 2, of the Criminal Code.

If the offence or act of negligence causes the loss or unseaworthiness of a vessel, or the loss of a cargo, the guilty party shall be sentenced to a term of imprisonment of between three months and one year and to the fine provided for in article 26, paragraph 2, of the Criminal Code.

If the offence or act of negligence causes injury or death, the guilty party shall be sentenced to a term of imprisonment of between six months and three years and to the fine provided for in article 26, paragraph 3, of the Criminal Code.

#### **Article L.633-48**

Any crew member other than a captain, watch officer or pilot who is found guilty while on duty of an inexcusable act of negligence causing either a collision, or a stranding or an impact against a visible or known obstacle, or serious damage to a vessel or its cargo, shall be sentenced to a term of imprisonment of between six days and four months and to the fine provided for in article 26, paragraph 1, of the Criminal Code.

If the act of negligence causes the loss or unseaworthiness of a vessel or the loss of a cargo, the guilty party shall be sentenced to a term of imprisonment of between one and six months and to the fine provided for in article 26, paragraph 2, of the Criminal Code.

If the act of negligence causes injury or death, the guilty party shall be sentenced to a term of imprisonment of between six months and three years and to the fine provided for in article 26, paragraph 3, of the Criminal Code.

#### **Article L.633-49**

Any captain who, following a collision, neglects to use all available means, in so far as he can without endangering his vessel, to save the other vessel and its crew and passengers from the peril resulting from the collision shall be sentenced to a term of imprisonment of between six months and three years and to the fine provided for in article 26, paragraph 3, of the Criminal Code.

The same sentence shall be imposed on a captain who, except in cases of force majeure, sails away from the place of the casualty without verifying that continued assistance will not help the other vessel or its crew and passengers or, if this latter vessel has sunk, before having made every effort to pick up the survivors.

If one or more persons perish as a result of a failure to fulfil the obligations set out in the present article, the sentence may be doubled.

#### **Article L.633-50**

A captain whose vessel is involved in a collision who does not inform the captain of the other vessel of his own vessel's name and home port shall be sentenced to a term of imprisonment of between six days and three months and to the fine provided for in article 26, paragraph 1, of the Criminal Code.

#### **Article L.633-51**

Any captain who, following events necessitating the abandonment of his vessel, fails to take action to save the persons on board and the ship's documents shall be sentenced to a term of imprisonment of between one and two years and to the fine provided for in article 26, paragraph 2, of the Criminal Code.

#### **Article L.633-52**

The sentences provided for in the preceding article shall be imposed on any captain who, if forced to abandon his

vessel, is not the last to leave.

**Article L.633-53**

Any captain who does not lend assistance, when he could do so without endangering his vessel, crew or passengers, to any person found at sea and in danger of perishing shall be sentenced to a term of imprisonment of between six months and three years and to the fine provided for in article 26, paragraph 3, of the Criminal Code.

**Article L.633-54**

The provisions of articles L.633-46 to L.633-50 shall apply to persons, including foreigners, on board a foreign vessel if the offence takes place in the internal or territorial waters of Monaco.

**Article L.633-55**

If an offence specified in articles L.633-46, L.633-47, L.633-49 and L.633-50 is committed by a person exercising the command of a vessel under the irregular conditions specified in article L.633-38, the penalties shall be doubled.

**Section VI**

**Violations of various provisions on the status of seamen**

**Article L.633-56**

Violators of the provisions of article L.623-49 shall be sentenced to the fine provided for in article 29, paragraph 3, of the Criminal Code.

If the offence is repeated within one year, the fine shall be the one provided for in article 26, paragraph 1, of the Criminal Code.

The number of sentences shall equal the number of violations.

**Article L.633-57**

Violators of the provisions of articles L.623-14 to L.623-18, L.623-19, second paragraph, L.623-20 to L.623-26, L.623-28, L.623-41, L.623-43 and L.623-46 shall be sentenced to the fine provided for in article 26, paragraph 2, of the Criminal Code.

If the offence is repeated, the fine shall be doubled.

The number of sentences shall equal the number of violations.

These sentences shall be in addition to any compensation or damages awarded by the court.

**Article L.633-58**

Violators of the provisions of articles L.623-29, L.623-31 and L.623-35, second paragraph, and L.623-36, third paragraph, shall be sentenced to the fine provided for in article 26, paragraph 2, of the Criminal Code.

If the offence is repeated, the fine shall be doubled.

The number of sentences shall equal the number of violations.

These sentences shall be in addition to any compensation or damages awarded by the court.

**Article L.633-59**

Violators of the provisions of articles L.623-8 and L.623-9 or of the sovereign orders issued for their application shall be sentenced to the fine provided for in article 26, paragraph 1, of the Criminal Code.

If the offence is repeated within one year, the sentence shall be doubled.

The number of sentences shall equal the number of violations.

**Article L.633-60**

Violators of the provisions of articles L.626-9 to L.626-12 and L.626-13 or of the sovereign orders issued for their application shall be sentenced to the fine provided for in article 26, paragraph 1, of the Criminal Code.

If the offence is repeated, the fine shall be the one provided for in paragraph 2 of the said article 26, and the court may order the publication and public display of the sentence in accordance with article 30 of the Criminal Code.

The number of sentences shall equal the number of offences.

**Article L.633-61**

Violators of the provisions of articles L.623-11, L.623-12 and L.623-13 shall be sentenced to the fine provided for in article 26, paragraph 1, of the Criminal Code.

If the offence is repeated, the fine shall be the one provided for in paragraph 2 of the said article 26 of the Criminal Code.

The number of sentences shall equal the number of violations.

**Section VII**  
**Miscellaneous offences**

**Article L.633-62**

Any captain who, without legitimate grounds, refuses to confine an indicted person on board his vessel, when required to do so by the maritime authorities, shall be sentenced to the fine provided for in article 26, paragraph 1, of the Criminal Code.

**Article L.633-63**

Any captain who, without legitimate grounds, does not deliver an indicted person entrusted to his care to the judicial authorities shall be sentenced to a term of imprisonment of between six months and three years and to the fine provided for in article 26, paragraph 3, of the Criminal Code.

The provisions of articles 174 to 182 of the Criminal Code shall apply in cases of escape or assisting escape.

**Article L.633-64**

Any captain who, without legitimate grounds, refuses to comply with a requirement of the maritime authorities for the repatriation of a Monegasque national shall be sentenced to the fine provided for in article 26, paragraph 1, of the Criminal Code.

**Article L.633-65**

Any captain who, having left a sick or injured member of his crew ashore in a port where there is no Monegasque authority, does not provide him with the means of securing treatment and repatriation shall be sentenced to a term of imprisonment of between six days and six months and to the fine provided for in article 26, paragraph 2, of the Criminal Code.

The same penalty shall be incurred by a captain who, having left ashore a sick or injured passenger before reaching his destination, does not notify this action to the consular authority of the country of nationality of the disembarked passenger or, failing that, to the local authorities.

**Article L.633-66**

Any operator who violates the provisions of article L.623-45 shall be sentenced to the fine provided for in article 26, paragraph 1, of the Criminal Code.



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**BOOK VII**  
**Regulation of territorial and internal waters**

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**TITLE I**  
**Wrecks**

**CHAPTER I**  
**Discovery and salvage of wrecks**

**Article L.711-1**

Any person who discovers a wreck shall be required to declare it within 24 hours to the Department of Maritime Affairs.

Furthermore, any person who proceeds to salvage a wreck must hold it available to the Department of Maritime Affairs. Such person shall immediately be issued with a receipt for the declaration of discovery or salvage. The receipt shall mention the declarant's forenames and surnames, the date and place of the discovery or salvage, and the main features of the wreck.

**Article L.711-2**

Any wreck may be claimed from the Department of Maritime Affairs by the owner or his representative within a year and a day from the date of the declaration to the Department.

However, wreckage subject to deterioration or of a perishable nature may be sold immediately by the Administration des Domaines (State Property Department) in accordance with the modalities specified in article L.711-5. The proceeds of the sale shall be placed in escrow in accordance with that article.

A wreck may be physically restored to its owner or his representatives only if they prove their title.

The owner or his representatives shall be required to reimburse, prior to the restitution of the wreck, the total amount of all the costs borne by the Exchequer or, where appropriate, by the salvor, subject to the provisions of the third paragraph of article L.711-4.

The claim of the Exchequer and, where appropriate, of the salvor in respect of the costs borne shall be secured in accordance with article 1939-9 of the Civil Code.

**Article L.711-3**

As soon as the formality of declaration is completed, a notice of the salvage of the wreck shall be posted at the premises of the Department of Maritime Affairs and published in the press, with an indication of the time limit for claims.

**Article L.711-4**

Subject to the provisions of articles L.712-3 and L.712-4, the salvage and delivery of a wreck to the Department of Maritime Affairs shall entail a payment to the salvor equal to one third of the value of the wreck, fixed by amicable agreement or on the basis of an expert opinion, or of the gross proceeds of its sale.

Such payment shall be made either by the owner or his representatives or by the Exchequer in the event of sale.

However, the salvor shall have the option of requesting, instead of such payment, a fee for his work and reimbursement of the salvage costs borne by him. In this case, the total of the said fee and costs may not exceed the net proceeds of the sale.

**Article L.711-5**

A wreck which, on the expiry of the time limit specified in the first paragraph of article L.711-2, has not been physically restored to its owner or his successors and assigns shall be sold by the Administration des Domaines, either by mutual agreement or by public auction, depending on the case and the estimated value.

The proceeds of the sale, after deduction of the costs of all kinds due to the Exchequer, shall be placed in escrow in the Caisse des Dépôts et Consignations, where they shall remain available to the owner or his successors and assigns for three years from the date of placement. If the proceeds have not been claimed by the expiry of this time limit, they shall pass to the Exchequer.

**Article L.711-6**

If a wreck constitutes an obstacle to navigation or fishing or a threat to the marine environment, or if its recovery is in the general interest and a matter of urgency, the Minister of State shall address to the owner, if he is known, a formal request for him to proceed himself to remove or demolish the wreck, in which the Minister shall specify time limits for the commencement, execution and completion of the works.

If the owner is unknown or if he refuses or fails to comply with the formal request referred to in the preceding paragraph, the Minister of State may immediately proceed to have the wreck removed at the owner's expense and risk.

If the Minister of State considers that the wreck constitutes an imminent danger and is impeding maritime operations and industry, he may himself act in the owner's place, at the owner's expense, in order to remove or demolish the wreck.

The Exchequer's claim in respect of the costs borne shall be secured in accordance with article 1939-9 of the Civil Code.

**CHAPTER II**

**Wrecks of historical or artistic value and archaeological sites**

**Article L.712-1**

The archaeological, historical or artistic value of a wreck, or its status as an archaeological site, shall be determined by the Minister of State on the basis of the report of an expert appointed by him.

**Article L.712-2**

Without prejudice to the formalities of declaration and publicity or to the time limit for claims specified in preceding articles, a wreck of archaeological, historical or artistic value shall belong to the private domain of the State if the owner or his successors and assigns cannot be found.

**Article L.712-3**

In the event of the discovery of a wreck of historical or artistic value or a wreck which, owing to its importance, constitutes an archaeological site, the Minister of State may proceed to recover it either directly or by concluding a contract, by preference with the finder if he can demonstrate the capacity and provide guarantees or, failing that, with any other enterprise satisfying these requirements.

The contractual remuneration for the recovery operations carried out by the finder may be fixed, on the basis of the estimated value of the wreckage, by amicable agreement or in accordance with an expert opinion.

**Article L.712-4**

The salvor of a wreck of archaeological, historical or artistic value, or the finder of an archaeological site who does not obtain permission to proceed with its recovery, shall be entitled to remuneration fixed by amicable agreement or, failing such agreement, by a court of first instance having heard the opinion of the Administration des Domaines. Such remuneration shall take into account inter alia the value of the wreck, the value of the finder's work, the costs borne by him, the skills which he has exercised, and the risks which he has run.

However, the ownership of an isolated wreck of the kind defined in the preceding paragraph may be awarded to the salvor by the Administration des Domaines with the authorization of the Minister of State issued on the basis of the opinion of the expert referred to in article L.712-1.

**CHAPTER III**  
**Criminal provisions**

**Article L.713-1**

Any person who fails to make the declaration prescribed in article L.711-1 shall be sentenced to the fine provided for in article 29, paragraph 3, of the Criminal Code.

If the offence is repeated, a sentence of five days' imprisonment may be imposed in addition. The same penalty shall be imposed on any salvor who violates the provisions of the second paragraph of article L.711-1.

**Article L.713-2**

If the offender acted with intent to defraud, he shall be sentenced to the penalties provided for in article 325 of the Criminal Code.

**Article L.713-3**

In all cases of a guilty verdict, the court shall order the forfeiture of the guilty party's right to remuneration for the salvage.

It shall additionally order that the wreck in question shall be restored to its owner or, if the owner is not

known, delivered up to the State.

## TITLE II

### Vessels and floating devices left in an unseaworthy state or abandoned

#### Article L.720-1

Any vessel or floating device which is left in an unseaworthy state or abandoned in port waters or which, having sunk, is not removed from such waters, shall be sold or destroyed according to the procedures specified in articles L.720-2, L.720-3, L.720-4, L.720-5 and L.720-7.

The same shall apply to any vessel or floating device left in an unseaworthy state or abandoned at the quays or in other parts of the domain of the State.

For the purposes of the present title, the operator of a vessel shall be deemed to be its owner, without prejudice to the rights of the true owner.

#### Article L.720-2

A vessel or floating device shall be treated as unseaworthy when deemed so by the Director of Maritime Affairs. In the event of an objection, the Department of Maritime Affairs shall take a final decision on the basis of an expert report produced at the owner's cost and paid for in advance. The modalities of such expert reports shall be determined by sovereign order.

The decision of the Director of Maritime Affairs shall be communicated to the owner by recorded-delivery registered letter or handed over against a receipt.

A vessel or floating device shall be regarded as abandoned:

1. If the Department of Maritime Affairs has not been able either to identify its owner or establish his domicile or residence and two months have elapsed since the publication of a notice in the Journal de Monaco in accordance with the procedures established by sovereign order with a view to enabling the persons concerned to make themselves known;
2. If, within two months of the communication of a formal notice to him by means of an extrajudicial act, the owner has not removed the vessel or floating device or paid the total charges owed by him.

#### Article L.720-3

The notice referred to in the preceding article shall mention, in addition, that on the expiry of a time limit of two months, the vessel or floating device, together with any cargo, will be sold or destroyed unless, within that time limit, the owner has retaken possession of the vessel or floating device and has paid all the charges and costs owed to the Exchequer.

The notice shall be communicated, where necessary, to any mortgagees and pledges.

#### Article L.720-4

On the expiry of the time limit of two months referred to in the first paragraph of article L.720-2 or article L.720-3, vessels or floating devices whose market value has been estimated by an expert appointed by the Minister of State at

an amount lower than an amount fixed by sovereign order shall be delivered up to the Administration des Domaines for sale either by mutual agreement or by public auction.

The modalities of the expert report shall be determined by sovereign order.

The proceeds of the sale shall be placed in escrow in the Caisse des Dépôts et Consignations, after deduction of the charges and costs of all kinds owed to the Exchequer.

If a vessel or floating device is declared unseaworthy by the expert, it shall immediately be destroyed at the behest of the administrative authority. The same shall apply if a purchaser cannot be found.

#### Article L.720-5

Vessels or floating devices found to be unseaworthy or abandoned, other than the ones referred to in the preceding article, shall be sold by court order.

Applications for such orders shall be submitted to a court of first instance at the request of the Administration des Domaines.

The court may decide either that the sale shall take place by mutual agreement, where appropriate, following completion of any publicity formalities which it may order, or that the sale shall proceed as in the case of the seizure and sale of a vessel.

If no purchaser or bidder is found, the vessel or floating device shall be destroyed.

#### Article L.720-6

Any person who, pursuant to article 720-2, is deemed to have left a vessel or floating device in an unseaworthy state or to have abandoned it shall be sentenced to the fine provided for in article 29, paragraph 3, of the Criminal Code.

The court may order the vessel or floating device to be confiscated or destroyed.

#### Article L.720-7

If a vessel or floating device constitutes a grave and imminent danger to navigation, fishing or the environment, or to persons or property, the Director of Maritime Affairs, having duly notified the owner, may immediately recover, remove or destroy the vessel or floating device or carry out any other necessary operations to eliminate the danger constituted by the wreck or a part thereof.

#### Article L.720-8

In all cases, such operations shall be carried out at the owner's expense and risk.

The Exchequer shall enjoy the secured status provided for in article 1939-9 of the Civil Code with respect to payment of claims arising from its intervention.

**TITLE III**  
**Safety**

**Article L.730-1**

Persons and property shall be protected by specific regulations against events of all kinds, in particular against fires, explosions, suffocation and drowning.

These regulations shall be determined by sovereign order.

**Article L.730-2**

Any physical or moral person whose civil liability may be entailed in respect of physical or material damage caused to third parties by a vessel or floating device used for pleasure or sports purposes must be covered by an insurance against such liability under the conditions specified by sovereign order.

Such orders shall indicate in particular the extent of the cover which the contract must provide, the geographical limits within which the cover applies, and the details of the documents which must be produced to prove to the authorities that the insurance obligation has been met, especially with regard to vessels or floating devices not flying the Monegasque flag.

Notwithstanding any clause to the contrary, from the date of its entry into force a contract of insurance issued under the present article shall be deemed to provide cover equal to at least the amount fixed by sovereign order in accordance with the first paragraph of the present article.

**Article L.730-3**

This insurance obligation shall not apply to the State. Full or partial waivers may also be accorded by ministerial order to organizations or enterprises which can prove sufficient financial guarantees.

**Article L.730-4**

Insurance contracts must be underwritten by an insurance company or an underwriter approved in accordance with the provisions of article 7 of Act No. 609 of 11 April 1956.

**Article L.730-5**

If the person causing an accident is unable to prove that he has satisfied the insurance obligation established in article L.750-2, the victim shall be entitled to avail himself of the interim protection measures set out in article 759 of the Code of Civil Procedure.

**TITLE IV**  
**Protection of the marine environment**

**Article L.740-1**

Without prejudice to the provisions of book II, title II, chapters II, III and IV, any person using the territorial or internal waters, ports, quays and port facilities of Monaco must comply with the legislation on prevention of

pollution and other nuisances which may damage the marine environment.

**TITLE V**  
**Sea bathing and water sports**

**Article L.750-1**

Sea bathing and water sports and nautical events shall be governed by specific regulations designed to ensure the safety and protect the health of persons engaging in such activities.

These regulations shall be determined by sovereign order.

**TITLE VI**  
**Fees and charges**

**Article L.760-1**

Subject to the international conventions, operators or owners of vessels or floating devices shall be required to pay one or more of the following fees or charges:

1. Naturalization fee;
2. Fee for mooring and stay in port;
3. Pilotage fee;
4. Charge for occupation of port facilities by vessels;
5. Charge for occupation of port facilities by goods;
6. Lump-sum charge for objects, vessels, floating devices, goods or equipment whose removal or movement is ordered without consultation.

**Article L.760-2**

The modalities of the assessment, payment and collection of fees and charges, as well as their tariffs, shall be determined by sovereign order.

**Article L.760-3**

The annual naturalization fee established in article L.311-8 shall replace the previous fees for registration, clearance, certification, naturalization, submission and security, and inspection visits.

**TITLE VII**  
**Criminal provisions**

**Article L.770-1**

A person shall be sentenced to a term of imprisonment of between one and five days and to the fine provided for in article 29, paragraph 3, of the Criminal Code or to only one of these penalties, if he violates the sovereign orders or ministerial orders issued to regulate:

1. Navigation;
2. The arrival, departure and movement of vessels;
3. Berths and anchorages;
4. The use of quays and other port facilities;
5. Sea bathing and water sports.

If the offence is repeated within one year, the sentence shall be a term of imprisonment of between six days and one month and the fine the one provided for in article 26, paragraph 1, of the Criminal Code or only one of these two penalties.

**Article L.770-2**

Persons who violate the sovereign orders or ministerial orders issued in application of title II on "Safety" or title IV on "Protection of the marine environment" shall be sentenced to a term of imprisonment of between six days and one month and to the fine provided for in article 26, paragraph 1, of the Criminal Code or to only one of these two penalties.

In the event of a guilty verdict, the court may order the confiscation or destruction of any vessels, floating devices or equipment which have been seized.

**Article L.770-3**

If a charge of violation of a sovereign order or ministerial order referred to in articles L.770-1 and L.770-2 is brought against the owner, operator, captain or any other person responsible for a vessel, he may not be authorized to leave port until he has deposited a cash security equal to the maximum amount of the possible fine.

The same shall apply to a vessel in respect of which costs attributable to the owner, operator, captain or any other person responsible for the vessel have been borne; the cash security shall cover all such costs.

**Article L.770-4**

If a charge of violation of a sovereign order or ministerial order referred to in article 770-2 is brought against the owner, operator, captain or any other person responsible for a vessel, he may not be authorized to leave port until he has corrected the irregularity and deposited a cash security equal to double the maximum amount of the possible fine.



**Article L.770-5**

Any person who knowingly contravenes the provisions of the first paragraph of article L.750-2 shall be sentenced to a term of imprisonment of between 10 days and six months and to the fine provided for in article 26, paragraph 4, of the Criminal Code.

**Article L.770-6**

When a civil court hears a serious complaint concerning the existence or validity of an insurance, it shall be required to rule on the offence specified in the preceding article but may defer such ruling until it has taken a final decision on the complaint.

**Article L.770-7**

Any person subject to the insurance obligation provided for in article L.750-2 who cannot produce an official document establishing that he has fulfilled that obligation or that the provisions of article L.750-3 are applicable shall be sentenced to the fine provided for in article 29, paragraph 1, of the Criminal Code.

In the absence of such an official document, proof may be furnished to the judicial authorities by any other means.

An underwriter who receives a request for documentary proof must issue it within a time limit of 15 days or else be liable to the fine provided for in article 29, paragraph 1, of the Criminal Code.

The documentary proof referred to in the present article shall not imply an insurance obligation on the part of the underwriter.

**ARTICLE 2**

Article 1939 of the Civil Code shall be supplemented as follows:

"9<sup>o</sup> - la créance du Trésor et éventuellement du sauveteur pour les frais engagés à l'occasion du sauvetage d'une épave maritime, sur l'épave".

**ARTICLE 3**

All provisions conflicting with the present Act shall be abrogated, in particular:

- Book II of the Commercial Code;
- The order of 22 January 1891 on shipboard discipline;
- The order of 2 July 1908 on the merchant marine service and the maritime police;
- The order of 15 October 1915 on the Monegasque naturalization of vessels;
- The order of 16 October 1915 on maritime mortgages;
- The order of 16 October 1915 on the safety of maritime navigation and work on board vessels;
- The order of 7 March 1917 on shipbrokers;

- The order of 9 May 1927 on the organization of the Maritime and Health Council;
- Act No. 478 of 17 July 1948 on the tariffs applied by the merchant marine service;
- Act No. 592 of 21 June 1954 on the movement and mooring of vessels in the port of Monaco;
- Act No. 814 of 24 January 1967 on wrecks;
- The first article of Act No. 954 of 19 April 1974 on measures to combat water and air pollution;
- Act No. 973 of 10 June 1975 on vessels or floating devices left in an unseaworthy state or abandoned;
- Act No. 1018 of 29 December 1978 on the maritime police regulations;
- Act No. 1027 of 1 July 1980 on prevention of the pollution of the sea by oil discharged from vessels.

However, the provisions of the sovereign orders and ministerial orders issued pursuant to the legislation abrogated by the preceding paragraph shall remain in force, as far as necessary and provided that they do not conflict with the new legislation, until the promulgation of the enabling legislation.

The present Act shall be promulgated and executed as the law of the State.

DONE at Our Palace in Monaco on the twenty-seventh day of March one thousand nine hundred and ninety-eight.