



# OFFICIAL GAZETTE

## REPUBLIC OF SEYCHELLES

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No. 68

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#### GENERAL NOTICES

Gazette Notices No. 1275 of 2023 - 1296 of 2023 are published by Order.

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#### GENERAL NOTICES

No. 1275 of 2023

#### NOTICE

ACCESS TO INFORMATION ACT, 2018

(Act No. 4 of 2018)

In exercise of the powers conferred by section 7(1) of The Access to Information Act, 2018 (Act 4 of 2018) the head of **Seychelles Fishing Authority** hereby designates **Julia Malbrook** as the Information Officer for **Seychelles Fishing Authority** replacing **Veronica Barbe**.

*Dated this: 10<sup>th</sup> day of November, 2023.*

Name of Head of Information Holder: **Dr. Jan Robinson**

Designation: **Chief Executive Officer**

Organisation Name: **Seychelles Fishing Authority**

#### Contact Details of Information Officer

Office Telephone: 4670338/2584919

Email: [julia.malbrook@sfa.sc](mailto:julia.malbrook@sfa.sc)

No. 1276 of 2023

#### Curatelle Act

(Section 23)

#### Notice of Appointment of Executrix

Notice is hereby given that on the 20<sup>th</sup> day of October 2023, the Curator appointed Nirmala Pillay of Bel Ombre, Mahe, Seychelles NIN: 968-0647-1-0-54, as the executrix of the succession of the deceased G. Thiyagarajan, under section 23 of the Curatelle Act.

Dated this 20<sup>th</sup> day of October, 2023.

CURATOR

No. 1277 of 2023

**Curatelle Act**

(Section 23)

**Notice of Appointment of Joint Executrix**

Notice is hereby given that on the 27<sup>th</sup> day of October 2023, the Curator appointed Marie-Antoinette Ernesta of Majoie, Mahe, Seychelles NIN: 961-0039-4-1-12 and Robert Jules Ernesta of Majoie, Mahe, Seychelles NIN: 960-0038-4-1-79, as the joint executrix of the succession of the deceased Pierre Anastase Ernesta, under section 23 of the Curatelle Act.

Dated this 27<sup>th</sup> day of **October, 2023.**

CURATOR

No. 1278 of 2023

**Curatelle Act**

(Section 23)

**Notice of Appointment of Executrix**

Notice is hereby given that on the 3<sup>rd</sup> day of November 2023, the Curator appointed Marie-Aline Christianne Cecile Gayon born Hoareau of Anse Francoise, Pointe Larue, Mahe, Seychelles NIN: 965-1171-1-0-90, as the executrix of the succession of the deceased Madeleine Saoundran Hoareau nee Pillay, under section 23 of the Curatelle Act.

Dated this 3<sup>rd</sup> day of **November, 2023.**

CURATOR

No. 1279 of 2023

**Curatelle Act**

(Section 23)

**Notice of Appointment of Executrix**

Notice is hereby given that on the 3<sup>rd</sup> day of November 2023, the Curator appointed Bernadette Marie-Alise Ernesta of Rochon, Mahe, Seychelles NIN: 959-0520-1-0-12, as the executrix of the succession of the deceased Marie-Madeleine Vital nee Pointe, under section 23 of the Curatelle Act.

Dated this 3<sup>rd</sup> day of **November, 2023.**

CURATOR

No. 1280 of 2023

**Curatelle Act**

(Section 23)

**Notice of Appointment of Executor**

Notice is hereby given that on the 3<sup>rd</sup> day of November 2023, the Curator appointed Aneal Jean-Philipp Durup of Pointe Larue, Mahe, Seychelles NIN: 997-1121-1-1-29, as the executor of the succession of the deceased Jeanne Julicia Didon, under section 23 of the Curatelle Act.

Dated this 3<sup>rd</sup> day of **November, 2023.**

CURATOR

No. 1281 of 2023

**Curatelle Act**

(Section 23)

**Notice of Appointment of Executrix**

Notice is hereby given that on the 10<sup>th</sup> day of November 2023, the Curator appointed Doloresse Maria Sabrina Vielle of Bel Ombre, Mahe, Seychelles NIN: 974-1430-1-0-43, as the executrix of the succession of the deceased Marise Janita Julienne, under section 23 of the Curatelle Act.

Dated this 10<sup>th</sup> day of **November, 2023.**

CURATOR

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No. 1282 of 2023

**Curatelle Act**

(Section 23 (8)(b))

**Notice of Confirmation of Executrix**

Notice is hereby given that on the 10<sup>th</sup> day of November 2023, the Curator confirmed Doloresse Maria Sabrina Vielle of Bel Ombre, Mahe, Seychelles NIN: 974-1430-1-0-43, as the executrix of the succession of the deceased Irene Daphney Monica Vielle, under section 23 of the Curatelle Act.

Dated this 10<sup>th</sup> day of **November, 2023.**

CURATOR

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No. 1283 of 2023

**Curatelle Act**

(Section 23 (8)(b))

**Notice of Confirmation of Executrix**

Notice is hereby given that on the 10<sup>th</sup> day of November 2023, the Curator confirmed Hassania Romena Lilian Cupidon of North East Point, Mahe, Seychelles NIN: 982-0202-1-0-67, as the executrix of the succession of the deceased Dames Romel Dupres, under section 23 of the Curatelle Act.

Dated this 10<sup>th</sup> day of **November, 2023.**

CURATOR

\_\_\_\_\_

No. 1284 of 2023

**Curatelle Act**

(Section 23)

**Notice of Appointment of Joint Executors**

Notice is hereby given that on the 10<sup>th</sup> day of November 2023, the Curator appointed Calixte Francois Xavier D'Offay of Beau Vallon, Mahe, Seychelles NIN: 988-0814-5-1-69 and Konrad Charles Gilles Payet of Hermitage, Mahe, Seychelles NIN: 969-0110-1-1-23, as the joint executors of the succession of the deceased Jennifer Marie Fabienne Payet nee D'Offay, under section 23 of the Curatelle Act.

Dated this 10<sup>th</sup> day of **November, 2023.**

CURATOR

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No. 1285 of 2023

**Curatelle Act**

(Section 23)

**Notice of Appointment of Executor**

Notice is hereby given that on the 10<sup>th</sup> day of November 2023, the Curator appointed Michel Vel of Beau Vallon, Mahe, Seychelles NIN: 959-0055-1-1-73, as the executor of the succession of the deceased Antoine Harry Toussaint Vel also known as Antoine Vel, under section 23 of the Curatelle Act.

Dated this 10<sup>th</sup> day of November, 2023.

CURATOR

No. 1286 of 2023

**COMPANIES ACT 1972****NOTICE****SECTION 305**

Take **NOTICE** that at the expiration of **THREE MONTHS** from this date the Company listed below will, unless cause is shown on the contrary, be **STRUCK OFF** the Register of Companies.

<b><u>COMPANY NO:</u></b>	<b><u>COMPANY NAME</u></b>
8433225-2	TEDDY'S GLASS BOTTOM BOAT (PTY) LTD
845704-2	LE GITE CO. (PTY) LTD
8429492-1	HWG SECURITIES LIMITED
848840-1	TURTLE DEN LIMITED

**DATED 24<sup>th</sup> November, 2023.****OFFICE OF THE COMPANY REGISTRAR**

No. 1287 of 2023

**INTERNATIONAL BUSINESS COMPANIES ACT***(Act 15 of 2016)***Sections 272(1)(b)(ii) and 272(2)(b)**

Notice is hereby given in accordance with section 272(2)(b) of the International Business Companies Act, 2016 (the Act) that the following companies will be struck off the register at the expiration of 60 days from the date of this publication, pursuant to section 272(1)(b)(ii) of the Act.

<b><u>Company Name</u></b>	<b><u>IBC No.</u></b>
Global Business Incorporated	41285
Worldwide Asset Management Ltd	56193
CTO Asiamicro Ltd	204681
ATRIUM TRADING LTD	80856

**Financial Services Authority**

No. 1288 of 2023

**INTERNATIONAL BUSINESS COMPANIES ACT***(Act 15 of 2016)***Section 272(4)**

Notice is hereby given pursuant to Section 272(4) of the International Business Companies Act, 2016 that **ExtraFold Universal Ltd - No. 196052** has been struck off the register with effect from **7<sup>th</sup> November, 2023**.

**Financial Services Authority**

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No. 1289 of 2023

**INTERNATIONAL BUSINESS COMPANIES ACT***(Act 15 of 2016)***Section 272(4)**

Notice is hereby given pursuant to Section 272(4) of the International Business Companies Act, 2016 that the following companies have been struck off the register with effect from **20<sup>th</sup> November, 2023**.

<u>Company Name</u>	<u>IBC No.</u>
Renton International Ltd	230077
FEALTY GLOBAL GROUP CORPORATION	234042
MOBH Holdings LTD.	214219
BRENDIS LIMITED	183620
Investings Holdings Ltd.	228837
BRENTLEY CORPORATION	55939
Tara Investment Ltd	190000

**Financial Services Authority**

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No. 1290 of 2023

**POLITICAL PARTIES (REGISTRATION AND REGULATIONS) ACT***(Cap 173)***NOTICE OF REGISTRATION OF A POLITICAL PARTY**

In exercise of the powers conferred by section 6(3)(b) of the Political Parties (Registration and Regulations) Act, the Electoral Commission hereby gives notice to the registration of a new political party namely **“Seychelles National Alliance Party”**. Pursuant to the same provision, the Electoral Commission provides the following details of the leader, secretary, and treasurer and other office bearers of the party.

Party leader	<b>Mr Vincent Padayachy</b>
Party secretary	<b>Mr Godfra Hermitte</b>
Party treasurer	<b>Mr Allan Dogley</b>
Executive member	<b>Mr Cyril Lau-Tee</b>
Executive member	<b>Mr Gilles Lionnet Valenti</b>

Herewith published is the Constitution of Seychelles National Alliance Party.

Dated this 22<sup>nd</sup> day of November, 2023.

**Mr Danny Lucas**  
**CHAIRPERSON OF THE ELECTORAL COMMISSION**



CONSTITUTION

OF

**SEYCHELLES NATIONAL ALLIANCE PARTY**

## PREAMBLE

“Our country and its people have gone through an intense political transformation over the last half of the century in search of peace and prosperity in a democratic and sovereign small island state. However, it was a journey of political turmoil marred by political, social and economic injustices that brought political division, polarity, lack of trust in the political leadership and institution, thus leaving our people at a crossroad of uncertainty. With the objective of redressing the situation and the opportunity given to participate in the next General Elections, the **Seychelles National Alliance Party (SNAP)** is formed and pledge therefore to unite our people, do what it takes to heal our divided country and bring justice and closure to those affected over the so many years, thus extinguishing the blaze of hatred which has cursed our nation for too long. The rule of law must be valued and separation of powers must not only be said but must be visible within the four pillars of our society; the Executive, the Legislature, the Judiciary and Freedom of Speech and right to information. On this platform, the **SNAP** in government will enter into a new social and economic reform to empower the less fortunate, working people and businesses, to create the environment for equal opportunity and prosperity for all and a dignified retirement and social security programme. We aim to provide high quality health care as a right for every Seychellois through a subsidized health Insurance programme. We aim to reform our judicial system to guarantee its independence to ensure obedience of the law, swift judicial process and that truly no one is above the law. The rights of our citizens as enshrined in our Constitution will be equally guaranteed for all and no discrimination against anyone or groups in whatever form and against fundamental political and civil rights, penalized by the law, will be tolerated. **SNAP** believes that education is a critical public good and therefore in its quest to alleviate many social ills and reinforce social fabrics, will emphasized that education should start from home and other educational facilities and institutions will educate at higher level. Every child must have early childhood education and quality affordable child care. Secondary education would be competitive and to the highest level for the academics while leveraging our geographical comparative advantage as potential regional Centers of Excellence such as Blue Economy, tourism and other emerging sectors. Ideally, we will endeavor to build opportunity to everyone and eventually localize as many positions as allowable in both public and through consultations with private sectors. With more and better jobs, we will adjust the remunerations to fit the job as economically permissible and ensure job security. **SNAP** will honour our women and men in both the Police Force and the Defense Forces and our veterans who respectively continue to fulfill their responsibilities and who have contributed much in the past. We will strive for better security for the people and their properties and we will continue to adapt to the needs and aspirations of our society and maximize on the use of available resources inclusive of manpower to fight crimes and any emerging threats and to protect our sovereignty and ensure utmost security within our Exclusive Economic Zone and territory. The **SNAP** will build on existing relations with local and foreign partners and stakeholders, respect international declarations, conventions and norms, uphold and maintain our independence as a sovereign state, territorial integrity, and democratic principles and reserve our non-allied stance. **SNAP** take pride in conserving our environment, culture and tradition which are also an attraction to our visitors. Therefore, we will direct much resources and implement policies to enhance and protect the uniqueness of our environment and island life and we will collaborate with national and international partners in our pursuit to ensure cleaner footprint for generations to come and protect our heritage as Seychellois. **SNAP** will forge a more inclusive, resilient, brighter and more equitable society without any fear and where every man is indeed free. We pledge to keep our democratic values, our purpose and promises for a better government to all. In this endeavor, we welcome everyone who desire to participate in this National Alliance for the greatness of Seychelles and restore the soul of our nation. We pray for the divine protection of God the almighty upon our Seychelles and its people.

### **Article 1. PARTY NAME**

The name of the political party shall be **Seychelles National Alliance Party**, hereinafter referred to as “the Party” and **SNAP** shall be used as the acronym.

The logo and the colours of the Party are as described in the attached schedule.

### **Article 2. PARTY HEADQUARTERS**

The Party shall have its registered headquarters at Providence, Mahe or at such other place as the Executive Committee shall decide from time to time.

### **Article 3. AIMS AND OBJECTIVES**

The aims and objectives of the Party shall be;

- i. To build a strong, credible and trustworthy political party to participate in Presidential and General Elections for the National Assembly.
- ii. The recruitment of members by personal contacts, campaigns, activities, social events and advertisements.
- iii. To raise funds to support the Party operations and activities with the aim of reinforcing the Party structure, objectives and programmes.
- iv. To form a government comprising of leaders of integrity who will promote and adhere to the highest ethical conduct, democratic norm and respect for fundamental human rights.
- v. To protect, defend and promote the Seychellois heritage, culture, tradition and moral values and fulfil our aspiration to live in fraternal harmony.
- vi. The preservation of our natural environment and protection of our lands, seas, fauna and flora from destruction by whoever is seeking to damage them for short term financial gain, and undertaking all that is possible to reverse the damage that has been caused by reckless constructions, exploitations of resources and disastrous projects.
- vii. To ensure that the wellbeing and happiness of our people are cardinal factors that will guide all decisions and actions of government and which should never be sacrificed at the altar of development which brings wealth to a few and misery to many with irreversible loss of the beauty and charm of our land that is our unique heritage and pride.
- viii. The transformation of Seychelles into a country where in our rich diversity, we shall be living in an atmosphere of freedom, a sensation of peace and a feeling of trust in the rule of law which guarantees justice, equality and security of persons and properties.

### **Article 4. MEMBERSHIP**

1. Any citizen of Seychelles whether living in Seychelles or abroad, who is 18 years of age or over, meets the other eligibility criteria and accepts the objectives and principles of the Party, may become a member of the Party.
2. Applications for membership shall be submitted to the Executive Committee for consideration and approval.
3. The Secretary-General shall issue a membership card to all members of the Party and keep a register of members.

4. Each Party member shall pay an annual membership fee as determined by the Executive Committee from time to time and failure to pay membership fee shall deprive the defaulting member of the right to vote at a Party Convention.
5. Members are bound by the Constitution of the Party and membership may be terminated by the Executive Committee for violation of the Constitution or behaviour that damages the reputation of the Party or disrupts its programme, provided that a member under consideration has been given written notice of the intention to terminate his/her membership and an opportunity of appearing before the Executive Committee to be heard.
6. A member of the Party shall have the rights to;
  - a. participate in the activities of the Party
  - b. campaign on behalf of the Party
  - c. contest for membership of the Executive Committee
  - d. put his candidature in Party nominations for Presidential Elections, general elections and by-elections
  - e. access Party documents and records.
7. A member of the Party has the duties to;
  - a. inform himself or herself on the aims, objectives, policies and programmes of the Party
  - b. explain the aims, objectives, policies and programmes to other members and non-members
  - c. uphold the principles and defend the policies and programmes of the Party
  - d. observe discipline, behave honestly and refrain from any action that will injure the reputation of the Party
  - e. not publish material or make statements that undermines the credibility of the Party and its programmes and policies.

#### **Article 5. PARTY STRUCTURE**

The Party structure shall comprise of the following;

- a. Convention of members
- b. Party Leader
- c. Executive Committee
- d. District Representatives
- e. Associations of Members
- f. Such other organs as may be established by the Executive Committee.

#### **Article 6. PARTY CONVENTION**

1. The Party Convention shall be the supreme body of the Party and shall be composed of the Party Leader, Executive Committee, District Representatives, Associations of Members and Party members.

2. A Party Convention shall be held at least every two years and the Executive Committee may call an Extraordinary Convention at any time to deal with any matters arising between Conventions.
3. The place, date and time of Party Conventions shall be decided upon by the Executive Committee and members shall be given notice thereof by means that are most appropriate at least three weeks prior to the Conventions.
4. A quorum for the Convention shall consist of members present.
5. Conventions shall be presided by the Party Leader or the Chairperson in the absence of the Leader.
6. Matters before the Convention shall be decided by a simple majority of members present and in the event of a tie, the person presiding shall have a casting vote.
7. Votes at a Convention shall be by secret ballot or by any means specified by the Executive Committee for particular items on the agenda save for the election of the Executive Committee and candidates for General Elections or Presidential Elections which shall always be by secret ballot.
8. The Executive Committee shall be responsible for organising the Conventions, circulating Convention information in advance and determining procedures for voting and conduct of the meeting in accordance with democratic principles.
9. All Party members present at the Convention shall be entitled to one vote and shall be allowed to participate in debate and bring forth any concern or motion relevant to the agenda.
10. The Executive Committee may invite non-members who have made a special contribution to the Party or who have special skills or experience, to attend the Convention but such individuals will have no voting rights.
11. The Convention shall;
  - a. receive the report of the Secretary-General on the works of the Executive Committee and the Party and programmes of the Party
  - b. receive the audited financial statement of the Party for the previous years presented by the Party Treasurer
  - c. appoint the auditors of the Party
  - d. elect the Party Leader
  - e. elect the Executive Committee
  - f. consider proposed amendments to the Party Constitution
  - g. have the right and power to review, ratify, alter or rescind any decision taken by previous Conventions or the Executive Committee
  - h. appoint any commission or committee and assign specific tasks and duties to such commission or committee
  - i. deal with any other matters brought before it by the Executive Committee.

#### **Article 7. PARTY LEADER**

1. The Party Leader is the head of the Party.
2. The Convention shall elect the Party Leader who shall hold office until the next Convention.

3. The first Party Leader may be appointed by the founding members to hold office until the first Convention.
4. The Party Leader shall;
  - a. represent the Party in discussions with public authorities, private bodies and the Government of Seychelles
  - b. attend functions, meetings and other events overseas
  - c. meet with foreign delegations in Seychelles and overseas
  - d. represent the Party in all dealings and general interactions with affiliated bodies overseas
  - e. attend Party Conventions to present a report falling under the purview of the Party Leader
  - f. have the right to attend Executive Committee meetings and receive notice thereof to guide the Committee on political strategies and socio-economic issues
  - g. be the Party representative for interviews with the media and in campaign programmes, advertisements and other publications.
5. In the event that the Party Leader is unable to discharge any of the duties and functions of the office, the Chairperson shall attend thereto.
6. In the event that a Party Leader ceases to hold office due to death, resignation or otherwise after being elected by the Convention, the Executive Committee may appoint a new Leader to hold office until the next Convention.
7. The Party Leader may be removed from office at any time by an Extraordinary Convention called for that purpose.
8. The Chairperson may be appointed as the first Party Leader by the founding members and also be elected as Party Leader by the Convention and in that instance the duties and functions of Party Leader and Chairperson shall merge.

#### **Article 8. EXECUTIVE COMMITTEE**

1. The Executive Committee shall be composed of;
  - a. Chairperson
  - b. Vice Chairperson
  - c. Secretary-General
  - d. Treasurer
  - e. Seven other members.
2. A maximum of five more members may be co-opted as Executive Committee members by the Executive Committee.
3. The Chairperson shall preside over the Executive Committee meetings and in the absence of the Chairperson the Vice Chairperson shall preside.
4. A quorum for the Executive Committee shall be one half of the elected Executive Committee members.
5. Decisions of the Executive Committee shall be by a simple majority and in the event of a tie, the person presiding shall have a casting vote.

6. In case of prolonged absence, resignation, dismissal or death of an office bearer, the Executive Committee shall co-opt an elected member of the Executive Committee to fill the vacant post until the next Convention.
7. The functions and responsibilities of the Executive Committee shall be as follows;
  - a. responsible for the general administration and management of the affairs of the Party according to its policies and programmes
  - b. fulfil the resolutions of the Convention
  - c. organise and be generally responsible for the activities of the Party
  - d. oversee activities of District Representatives and affiliated Associations
  - e. establish the Party Headquarters and its administration structure
  - f. review the annual report of the auditor and the financial management of the Party for the previous accounting year
  - g. consider themembership applications to the Party
  - h. decide on all matters that are not reserved for the Convention.
8. The Executive Committee shall meet at least every two months or more often if deemed necessary.
9. The Secretary-General is obliged to call an Executive Committee meeting if requested by at least 1/3 of the members of the Executive Committee.
10. The mandate of the Executive Committee will be for a period of two years.
11. An elected member of the Executive Committee may be removed from office by the Party Convention before the expiration of the Executive Committee mandate.
12. A co-opted member may be removed by a 2/3 majority of votes of the Executive Committee.
13. The Executive Committee shall be responsible for recommending nominations for office bearers and Executive Committee members for elections at a Party Convention.
14. The first office bearers of the Party for the purpose of registration of the Party, shall be appointed by the founding members of the Party who thereafter shall proceed to elect the other members of the Executive Committee to hold office until the first Party Convention.

#### **Article 9. FUNCTIONS OF OFFICE BEARERS**

1. The **Chairperson** shall preside over meetings of the Executive Committee and have oversight of the management and administration of the Party.
2. The **Vice Chairperson** stands in for the Chairperson in the absence of the Chairperson.
3. The **Secretary-General** shall;
  - a. assist the Chairperson and Vice Chairperson in the general administration of the Party
  - b. keep the minutes of the Convention and the Executive Committee meetings as well as other records of the Party

- c. be in charge of the secretariat and responsible for its proper and effective administration
  - d. be responsible for the correspondences and publications of the Party and for sending out notices of Conventions, Executive Committee meetings and other activities of the Party
  - e. monitor compliance with resolutions of the Convention and Executive Committee and ensure that organs of the Party carry out their duties properly and efficiently
  - f. prepare periodic and annual reports on the works of the Party and such other documents which may, from time to time, be required by the Executive Committee
  - g. in the absence of the Chairperson or the Vice Chairperson, assume the functions of the Chairperson
  - h. be entitled to receive reports on the activities of organs of the Party and in turn report such activities to the Executive Committee.
4. The **Treasurer** is the custodian of the funds and properties of the Party and shall;
- a. administer all monies received on behalf of the Party in a transparent and accountable manner
  - b. ensure that full and true records are kept for all monies received, invested and spent by the Party
  - c. keep books of accounts as may be necessary to record clearly the financial position of the Party at any time
  - d. present to the Convention the audited accounts of the Party showing the Income and Expenditure and Balance Sheet of the Party for previous years
  - e. submit periodic financial reports to the Executive Committee at regular intervals as decided by the Executive Committee and follow directives given by the Executive Committee
  - f. under the guidance of the Executive Committee, work out and execute plans for fund raising
  - g. keep an accurate record of fees paid by Party members
  - h. maintain a register of all party assets and do regular inventories to safeguard such assets.

#### **Article 10. PARTY SECRETARIAT**

The Party Secretariat shall be headed by the Secretary-General assisted by personnel appointed by the Executive Committee and shall be the overall administrative organ of the Party under the direction of the Chairperson and Executive Committee.

#### **Article 11. DISTRICT REPRESENTATIVE**

1. The Party shall have District Representatives who will be;
  - a. the Party member of the National Assembly for the district
  - b. a proportionally appointed Party member of the National Assembly resident in a district

- c. a Party member elected by members registered in an electoral district to be their representative.
2. The District Representatives will represent the Party at district level and be responsible for organising all Party activities in the district.

#### **Article 12. DISTRICT ORGANISATIONS**

1. The district organisations of Party members are the primary organisations through which the rights of members are exercised.
2. District organisations can take any form as decided by Party members in that district under the guidance of the Executive Committee and will be headed by the District Representative.
3. The District Organisations will;
  - a. assist the District Representative with Party activities in the district
  - b. organise the participation of a delegation to the Party Convention or other meetings and activities at national level
  - c. comply with such directives as to their governance, financial management and reporting as may be given by the Executive Committee
  - d. report to the Executive Committee in such manner and at such times as required by the Executive Committee.

#### **Article 13. AFFILIATED ASSOCIATIONS**

1. There shall be organised on a national level, Associations of Members to promote the interests and aspirations of particular groups of members which may include;
  - a. Women Associations
  - b. Youth Associations and
  - c. any other Associations which could support the interest of any group of members.
2. All Associations of Members shall engage in activities that uphold the principles and policies of the Party under the guidance of the Executive Committee.
3. On a regular basis the Associations of Members shall report to the Executive Committee in such manner as may be directed by the Executive Committee.
4. The procedures for the meetings of the Associations of Members shall be determined by the members thereof in consultation with the Executive Committee.
5. The management of the Association of Members shall be organised by and be under the control of a committee of members of the Association with its secretary and treasurer and headed by a Chairperson elected by the members of the Associations.
6. The Party may enter into affiliation with organisations and associations overseas which have the same ideology and principles as the Party and the Executive Committee is authorised to execute any agreement or memorandum of understanding with such overseas bodies as it deems appropriate to support the objects and programmes of the Party.

**Article 14. FUNDS AND ACCOUNTS**

1. The funds of the Party shall comprise of membership fees, revenue from organised activities, donations and any other funds approved by the Executive Committee.
2. Donations may only be accepted by the Party provided that such donations are free from any conditions that might compromise the Party and its aims and objectives.
3. All funds received shall be acknowledged and recorded by the Treasurer.
4. The Party shall have a bank account into which all funds received by the Party shall be deposited and all transactions on the account shall be signed on behalf of the Party by the Treasurer or another office bearer designated to sign in his place, and counter-signed by a designated member of the Executive Committee.
5. Funds raised by District Organisations shall be accounted for by the District Representative who shall keep proper records of all financial transactions and for which purpose a bank account may be opened in the name of the Party.
6. The Executive Committee may request the District Representatives and their respective treasurers to account for any financial matter.
7. From the Party funds, the Party Treasurer shall allocate a sum of money as may be determined by the Executive Committee for the administration of the secretariat and from time to time such sum of money fixed by the Executive Committee for Party activities.
8. The financial accounts of the Party shall be audited and the financial year of the Party will be a calendar year.

**Article 15. PUBLICATIONS**

The Party may publish its own newspaper and other literature as approved by the Executive Committee.

**Article 16. BY - LAWS**

1. The Executive Committee has the authority to make By-laws for the implementation of provisions of this Constitution and to regulate proceedings and procedures applicable for the proper functioning of various organs of the Party.
2. To be valid, By-laws must be consistent with the Constitution and not contradict any of its provisions.
3. By-laws made by the Executive Committee shall be put down in writing and made available for viewing by all Party organs and individual members.
4. The Executive Committee shall have the power to amend any By-laws and any such amendment shall be put down in writing and made available in the same manner as any By-law.
5. Any member may propose By-laws or any amendments to By-laws to the Executive Committee by a written notice to the Secretary-General which shall be tabled for consideration at the next Executive Committee meeting.

**Article 17. AMENDMENTS**

1. This Constitution may only be amended by a Convention.
2. Proposals from members for amendments to this Constitution shall be submitted in writing to the Secretary-General at least thirty days prior to a Party Convention.

3. A proposed resolution to amend this Constitution shall require a majority vote of the members present at a Convention to be passed.

**I, the undersigned Party Leader, subscribe my name hereto for and on behalf of the founding members of the Party, who are desirous of being formed into a Political Party governed by this Constitution.**

**Dated this                    day of                    2023**

.....  
**Party Leader**  
**Name: Vincent, Steven Padayachy (Mr.)**  
**Address:**  
**N I N: 963-1040-1-1-32**

No. 1291 of 2023

**LAND SURVEYOR NOTICE**

The following survey has been lodged with the Director of Survey at Independence House, Victoria.

<b>Parcel No.</b>	<b>Owner</b>	<b>Location</b>
H14895	Govt of Seychelles	Perseverance, Mahe
H14927	Govt of Seychelles	Perseverance, Mahe
H14928	Govt of Seychelles	Perseverance, Mahe

Under Section 14 of the Land Survey Act (Cap. 109) any objection to the beacons and boundaries must be lodged in the Supreme Court within **two months** of the publication of this notice.

**Government Surveyor**

No. 1292 of 2023

**NOTICE**

Notice is hereby given in pursuance of Section 96 of the Civil Status Act (Cap. 34) that the Chief Officer of the Civil Status has granted the under noted applications made under section 94 of Cap. 34.

Mr. A. Ram Prakash Anbazhagan authorized to change his name from A. Ram Prakash Anbazhagan to Ramprakash Anbazhagan.

Ms. Lilianne Volcy authorized to change his son's name from Caleb Charles Sorry to Caleb Charles Volcy.

Mr. Francis Zialor authorized to change his name from Francis Emmanuel Zialor to Francis Emmanuel Cesar and that of his two son's from Thierry Sebastien Zialor to Thierry Sebastien Cesar and Mateo Matthieu Zialor to Mateo Matthieu Cesar.

Mrs. Dheepa Latha Chetty authorized to change his son's name from D. Reyon Chetty to D. Reyon Alahakoon.

Mr. Nichola Brian Julie authorized to change his son's name from Fabio Kael Julie to Fabio Kael Florentine.

Mrs. Jovana Jean authorized to change her daughter's name from Lathisha Rollanda Neilfa Catene to Lathisha Rollanda Neilfa Hermitte.

C. Roselie  
 For: Chief Officer of the Civil Status

No. 1293 of 2023

## CHANGE OF NAME

Notice is hereby given that I have applied to the Chief Officer of the Civil Status to change my name from Charmaine Laurence to Charmaine Samuel Häeusl agreeable with sections 94-99 of Cap. 34. Any person interested may oppose such application by filing a protest in writing setting forth his/her grounds of objections.

Mr. Charmaine Laurence  
C/o Bernardette Fabien  
Port Laynay, Mahe  
Seychelles

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No. 1294 of 2023

## CHANGE OF NAME

Notice is hereby given that I have applied to the Chief Officer of the Civil Status to change my name from Louisa Daisy Louise to Daisy Louisa Agathine-Louise agreeable with sections 94-99 of Cap. 34. Any person interested may oppose such application by filing a protest in writing setting forth his/her grounds of objections.

Mrs. Daisy Louise  
C/o Mrs. Clarisse Louise  
Bel Ombre  
Mahe

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No. 1295 of 2023

## CHANGE OF NAME

Notice is hereby given that I have applied to the Chief Officer of the Civil Status to change my son's name from Kaciel Jeremiah Vince Anacoura to Kaciel Jeremiah Vince Rath agreeable with sections 94-99 of Cap. 34. Any person interested may oppose such application by filing a protest in writing setting forth his/her grounds of objections.

Ms. Naomi Rath  
Cascade  
Mahe

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No. 1296 of 2023

## CHANGE OF NAME

Notice is hereby given that I have applied to the Chief Officer of the Civil Status to change my son's name from Nareem Elton Klins Hertel to Nareem Elton Omath agreeable with sections 94-99 of Cap. 34. Any person interested may oppose such application by filing a protest in writing setting forth his/her grounds of objections.

Ms. Naomi Omath  
Praslin

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**S.I. 98 of 2023****HARBOUR ACT***(Cap 90)***Harbour (Port and Harbour Dues) Regulations, 2023**

In exercise of the powers conferred by section 3 of the Harbour Act, the Minister responsible for transport makes the following regulations —

**Citation**

1. These Regulations may be cited as the Harbour (Port and Harbour Dues) Regulations, 2023.

**Interpretation**

2. In these Regulations —

“Authority” means the Seychelles Ports Authority established under the Seychelles Ports Authority Act;

“coastal vessel” means a vessel registered under the Merchant Shipping Act plying for hire or reward exclusively within the Seychelles coastal waters;

“construction materials” includes, but is not limited to aggregate and bundles of wood;

“fishing vessel” means any vessel used for, intended to be used for, equipped to be used for, or of a type that is normally used for fishing or fishing related activities;

“GT” or “gross tonnage” means the tonnage of a vessel calculated as per the International Convention on the Tonnage Measurement of Ships, 1969;

“Harbour” means the Harbour of Victoria and any bay, roadstead

or place within three nautical miles from any coast within the Republic of Seychelles;

“Harbour Master” has the same meaning as assigned to it under the Seychelles Ports Authority Act, Cap. 321;

“hire craft” has the same meaning as assigned to it under the Control of Hire Craft Act, Cap. 46.;

“landing” of fish means bringing any fish or fish product to the port or other landing site and transferring it from a vessel to the port or landing site, including offloading it in a container, and “landed” fish may refer to the number or weight of such fish;

“La Digue Inner Harbour” means the area specified in Schedule 6;

“master” includes —

- (a) every person, other than the pilot, having command or charge of a vessel; and
- (b) in the case of a fishing vessel, the skipper;

“military vessel” means a vessel belonging to or used by the military force of any country, not being a vessel used for commercial purposes;

“not under command” means a vessel due to exceptional circumstances being unable to manoeuvre as required by the Convention on the International Regulations for Preventing of Collisions at Sea, 1972 (COLREG) and all subsequent amendments thereafter;

“passenger” means any individual carried on board a vessel other than —

- (a) a member of the crew or a person employed or engaged in any capacity on board the vessel or in the business of the

vessel assigned as such person on the vessel's articles of agreement;

- (b) an individual carried on board the vessel under an obligation imposed upon the master to carry shipwrecked, distressed or other individuals, or by reason of any circumstance which neither the master, owner, nor charterer, if any, could have prevented or forestalled;

“passenger vessel” means a vessel carrying passengers only;

“pilot station” means the position at Latitude 04 degrees 35.8 minutes South, Longitude 55 degrees 29.6 minutes East;

“pleasure vessel” means any vessel used for recreation not plying for hire or reward;

“Port Victoria” means the area specified in Schedule 4;

“Praslin Inner Harbour” means the area specified in Schedule 5;

“Reefer vessel” means a vessel equipped to store and transport palletized or loose cargo (bulk) goods in temperature controlled holds or chambers;

“SCR” means Seychelles Rupees;

“Transshipment of fish” means —

- (a) transfer of fish from vessel to vessel; or
- (b) transfer of fish from vessel to shore, manually or through mechanisation, and then to a vessel, either directly or after temporary storage;

“tug” means a tug boat owned or chartered by, or otherwise under the control of, the Authority;

“vessel” includes any ship, boat or any other description of vessel or water craft, including non-displacement craft, WIG craft and seaplanes, used or capable of being used as a means of transportation on water whether or not it is actually afloat and whether or not it has any means of propulsion but does not include seaplane, and also includes every article or thing or collection of things being or forming part of the tackle, apparel, furniture, equipment, cargo, stores or ballast of a vessel.

### **Application**

3. These Regulations apply to vessels entering or using the Harbour or Port Victoria or plying within the Seychelles coastal waters.

### **Payment of dues, fees and surcharges**

4.(1) Subject to these Regulations —

- (a) the dues and fees specified in Schedule 1 shall be payable by the owner, master or agent of any vessel entering or leaving the Harbour or Port Victoria;
- (b) the dues and fees specified in Schedule 2 shall be payable by the owner, operator or agent of any vessel plying within the Seychelles coastal waters;
- (c) the dues and fees specified in Schedule 3 shall be payable by the owner, operator of the services and activities.

(2) (a) The dues and fees specified in Schedule 1, Schedule 2 and Schedule 3 shall be payable on demand —

- (i) as an advance payment, if required; or
- (ii) prior to the departure of the vessel.

(b) A vessel shall not be given clearance to leave the Harbour or Port Victoria unless all dues and fees are paid or other arrangements are made to the satisfaction of the Authority.

(3) Where the dues and fees specified in Schedule 1, Schedule 2 and Schedule 3 are payable, the dues and fees shall be paid within 30 days from the date on which the invoices are raised.

(4) Where the agent, master, owner or operator fails to pay any dues and fees within the time specified in subregulation (3) —

- (a) the agent, master or owner shall be liable to a surcharge of 5 per cent of the amount payable for each month or part thereof during which the dues and fees remain unpaid;
- (b) without prejudice to the right of the Authority to recover the amount due, the Authority may suspend or refuse further services to the agent.

(5) Unless a specific foreign currency is specified, dues and fees payable under these Regulations may be paid in —

- (a) SCR; or
- (b) Any acceptable foreign currency equivalent to the amount in SCR, at the exchange rate prevailing on the date of payment.

### **Applicability of pilotage, tug, berthing or unberthing dues and fees**

5.(1) The dues and fees specified in Schedule 1 for pilotage services, tug, berthing or unberthing of vessels shall be applicable from 0600 hours to 1800 hours.

(2) Where a pilotage service —

- (a) continues after 1800 hours to 0600 hours; or
- (b) commences between 1800 hours to 0600 hours

the master shall be liable to a surcharge of 50 per cent of the pilotage, tug and mooring gangs' dues and fees specified in Schedule 1.

### **Provision of particulars**

6.(1) The agent or master of any vessel other than fishing vessels shall, within 72 hours prior to arrival of the vessel into the Harbour or Port Victoria, complete such forms as may be provided by the Authority, including an arrival report relating to the vessel and whatever it is carrying, and provide such documents as may be required by the Authority in order to complete inbound clearance of the vessel.

(2) Fishing vessels shall, within 48 hours prior to arrival into the Harbour or Port Victoria, complete such forms as may be provided by the Authority, and provide such documents as may be required by the Authority in order to complete inbound clearance of the vessel.

(3) Any agent or master of any vessel who fails to comply with subregulation (1) and (2) shall be liable to a penalty of SCR 10,000 and berthing shall only be allocated upon receipt of all required information.

(4) Notwithstanding the provisions of subregulations (1) and (2), the Harbour Master may, for reasonable reasons, exempt the agent or master or any vessel from completing a form under this section within the specified time limit prior to arrival into the Harbour or Port Victoria. .

### **Exemption from pilotage service**

7.(1) Subject to subregulation (2), the following vessels shall be exempted from using the pilotage service while entering, leaving or shifting within Port Victoria —

- (a) Vessels less than 150 GT;
- (b) Military vessels less than 300 GT; and
- (c) Pleasure vessels less than 300 GT.

(2) Where, for the safety of a vessel referred to in subregulation (1), the Harbour Master requires the vessel to be under the charge of a pilot, the vessel shall not be exempted from payment of the pilotage dues and fees specified in Schedule 1.

### **Exemption from using pilotage service and exemption certificate**

8.(1) Where the Harbour Master considers the competence of the master of a fishing vessel entering or leaving Port Victoria to be satisfactory, he or she may exempt the vessel from using the pilotage service.

(2) Where a vessel is exempted under subregulation (1), a certificate of exemption shall be issued to the master for the specific vessel upon payment of the annual fee specified in Schedule 1.

(3) An exemption granted under subregulation (1) may be renewed by the Harbour Master, where three or more visits to Port Victoria have been made during the validity period of the certificate of exemption.

### **Vessels exceeding 150 GT required to accept tug service**

9.(1) Every vessel exceeding 150 GT entering or leaving Port Victoria shall use a tug service and shall be liable to the tug service dues and fees specified in Schedule 1.

(2) For the purpose of this regulation, “tug service” includes shifting and any other movement of the vessel in the Harbour.

### **Port clearance**

10.(1) Port clearance under these Regulations shall be obtained by all international vessels leaving the Harbour on payment of fees and dues as specified in Schedule 1.

(2) Every domestic vessel shall, before leaving the Harbour, obtain port clearance from the Pier Master or any other person appointed by the Harbour Master and vessels above 150 GT shall pay the dues as specified in Schedule 2.

(3) Port clearance shall be subject to the vessel submitting its passenger and crew list to the Pier Master or any other person appointed by the Harbour Master.

(4) For the purpose of this Regulation, “Pier Master” means a

person designated by the Harbour Master to oversee the day to day activities on a jetty under the responsibility of the Authority and its surrounding harbour.

### **Supply of fresh water**

11.(1) The supply of fresh water in the Harbour shall be provided by the Authority.

(2) The agent or master of a vessel shall be responsible to settle the applicable fees and dues specified by the Authority under this regulation.

### **Information of port and commercial operations**

12.(1) The agent, master of a vessel or operator shall provide proper and accurate information of port and commercial operations related to the calculation of Port and Harbour dues as requested by the Authority as specified in the Schedules.

(2) An agent, master of a vessel or operator who fails to comply with subregulation (1) shall be liable to a penalty of SCR 10,000.00 or the equivalent in acceptable foreign currency.

### **Administrative Fees**

13. All requests for services to the Authority shall be charged an administrative fee as specified in Schedule 1.

**SCHEDULE 1****TARIFF ITEM****1.0 PORT AND HARBOUR DUES****1.1 Normal Calls**

Oil/gas/chemical tankers, general cargo, bulk carriers, ro-ro vehicle carriers and container vessels sailing at the Harbour and Port Victoria shall be subject to the following charges —

(a) 0 to 24 hours	SCR 0.79 per GT
(b) Each subsequent period of 24 hours or part thereof	SCR 0.67 per GT

**1.2 Special Purpose Calls**

(a) Every vessel excluding warships calling at the Harbour or Port Victoria for fresh water, bunkers, supplies, crew changes, repairs, order, medical, weather, mutiny, port or refuge, or any other emergency situation shall be subject to the following charges —

(i) 0 to 24 hours	SCR 0.42 per GT
(ii) Each subsequent period of 24 hours or part thereof	SCR 0.30 per GT

(b) Every research vessel, tug and tow, survey vessel or vessel of any category shall be subject to the following charges —

(i) 0 to 24 hours	SCR 0.42 per GT
(ii) Each subsequent period of 24 hours or part thereof	SCR 0.54 per GT

If the vessel does not have declared GT, then the total weight shall be used.

### 1.3 Passenger Vessels

Every international passenger vessel shall be subject to the following charges —

(a) 0 to 48 hours	SCR 1.16 per GT
(b) Each subsequent period of 24 hours or part thereof	SCR 0.42 per GT

### 1.4 Pleasure Vessels (Sailing or Motor/Electric Yacht)

Every international pleasure vessel that is not registered in Seychelles shall be subject to the following charges —

GT	First 5 Days per day or part thereof	Over 5 to 10 Days per day or part thereof	Over 10 Days per day or part thereof
(a) Less than 20 GT	SCR 148.75	SCR 124.25	SCR 99.75
(b) 20 to 100 GT	SCR 210.00	SCR 148.75	SCR 124.25
(c) Over 100 to 300 GT	SCR 393.75	SCR 332.50	SCR 271.25
(d) Over 300 to 500 GT	SCR 761.25	SCR 516.25	SCR 393.75
(e) Over 500 GT	SCR 1496.25	SCR 761.25	SCR 516.25

### 1.5 Military Vessels

A charge of SCR 20,000 per day or part thereof shall be payable by every military vessel.

## 1.6 Reefer/ Fishing Vessels

- (a) Every reefer/fishing vessel shall be subject to the following charges —

(i) 0 to 96 hours	SCR1.16 per GT
(ii) Each subsequent period of 24 hours or part thereof	SCR 0.42 per GT

- (b) Fishing vessels shall be liable upon request and approval from the Harbour Master to pay a laid up fee at a rate of SCR 0.20 per GT per day or part thereof.

## 1.7 Vessels detained

- (a) Every vessel above 150 GT detained in the Harbour or Port Victoria in accordance with the law and convicted of a charge laid before a court or which has had the offence compounded under the law shall be subject to the following charges —

(i) 0 to 24 hours	SCR0.79 per GT
(ii) Each subsequent period of 24 hours or part thereof	SCR0.67 per GT

- (b) Every vessel below 150 GT detained in the Harbour or Port Victoria in accordance with the law and convicted of a charge laid before a court or which has had the offence compounded under the law shall be subject to the following charges —

(i) First 30 Days per day or part thereof	SCR0.70 per GT
(ii) Each subsequent day exceeding 30 days or part thereof	SCR 0.61 per GT

## 2.0 **PILOTAGE SERVICES**

### 2.1 **Pilotage Dues**

- (a) Per pilotage service for entering, leaving and shifting within Port Victoria (including a pilot launch)

(i) First hour or part thereof	SCR0.67 per GT
(ii) Every hour or part thereof exceeding first hour	SCR0.44 per GT

Subject to a minimum charge of SCR6,125.00.

- (b) Where a pilot launch service is provided for purposes other than taking a pilot to and from a vessel, there shall be paid the following charges —
- (i) First nautical mile per hour or part thereof from the pilot launch station SCR5,250. 00;
- (ii) For a distance exceeding first nautical mile from the pilot launch station to another point, the dues shall be calculated at the rate of SCR6,500.00 for each nautical mile per hour or part thereof.

### 2.2 **Mooring Launch**

- (a) Where a vessel uses a pilot launch or a mooring launch for mooring purposes during the pilotage operations, a fee of SCR1,400.00 shall be applicable.
- (b) No fees shall be chargeable where the master or agent of a vessel amends or cancels a booking for mooring launch service —
- (i) scheduled within normal working hours (0800 hrs to 1600hrs), at any time from 2 hours onwards prior to the notified time; or
- (ii) scheduled after normal working hours (1600hrs to 0800hrs and on Saturdays, Sundays and Public Holidays), at any time from 6 hours onwards prior to the notified time.

- (c) Where a master or agent of a vessel amends or cancels a booking for a mooring launch service —
- (i) scheduled within normal working hours (0800hrs to 1600hrs), at any time less than 2 hours prior to the notified time; or
  - (ii) scheduled after normal working hours (1600hrs to 0800hrs and on Saturdays, Sundays and Public Holidays), at any time less than 6 hours before the notified time.

A charge of SCR 1,400.00 shall be applicable for each amendment or cancellation.

### **2.3 Vessels not under command**

Every vessel not under command shall pay 2.5 times the rate specified in item 2.1 above.

### **2.4 ‘Dead Ship/Cold Manoeuvre’**

Every vessel unable to provide engine movement as required by a pilot within a reasonable time shall be considered as a dead ship or cold manoeuvre and shall pay 2.5 times the rate specified in 2.1 above.

### **2.5 Pilot Waiting Time**

- (a) Where a vessel is not ready to be moved at the notified time through any fault of the vessel or its agent, a charge of SCR 2,625.00 per hour or part thereof shall be levied.
- (b) Where the pilot launch is denied, an additional hire charge of SCR3,500.00 per hour or part thereof shall be levied.

### **2.6 Amendment or Cancellation of Pilotage Service**

- (a) No fees shall be chargeable where the master or agent of a vessel amends or cancels a booking for pilotage service —

- (i) scheduled within normal working hours (0800hrs to 1600hrs), at any time from 2 hours onwards prior to the notified time; or
  - (ii) scheduled after normal working hours (1600hrs to 0800hrs and on Saturdays, Sundays and Public Holidays), at any time from 6 hours onwards prior to the notified time.
- (b) Where a master or agent of a vessel amends or cancels a booking for a pilotage service —
- (i) scheduled within normal working hours (0800hrs to 1600hrs), at any time less than 2 hours prior to the notified time; or
  - (ii) scheduled after normal working hours (1600hrs to 0800hrs and on Saturdays, Sundays and Public Holidays), at any time less than 6 hours before the notified time.
- A charge of SCR 2,625.00 shall be applicable for each amendment or cancellation.
- (c) Where the owner, master or agent of a vessel amends or cancels a booking for a pilotage service at any time after the pilot has boarded the vessel, an additional fee of SCR 7,000.00 or EUR equivalent over and above the normal pilotage fee shall be applicable.

### **3 TUG SERVICES**

#### **3.1 Tug dues**

- (a) A basic charge of SCR 20,912.50 per hour or part thereof shall be payable per tug assisting, attending or shifting a vessel of up to 30,000 GT during berthing, unberthing and shifting within the Harbour. For vessels above 30,000 GT, an additional charge of SCR 0.88 per GT or EUR equivalent shall be applicable.
- (b) A 20 per cent discount on fees specified in item 3.1(a) shall be applicable on tug charges if the tug remains at its station.

### 3.2 Vessels not under command

Every vessel not under command shall pay 2.5 times the rate specified in item 3.1.

### 3.3 ‘Dead Ship/ Cold Manoeuvre’

Any vessel, after clearing the berth or before arriving at the berth with a pilot onboard, if unable to provide engine movement as required by a pilot within a reasonable time, may at the discretion of the Authority, be assisted by tugs for safe operation. The agent or master shall pay 2.5 times the rate specified in item 3.1.

### 3.4 Tug Dues for Safety or Security purposes

- (a) Where a vessel is requested to vacate the berth for safety or security purposes, the agent or master of the vessel shall pay 2.5 times the rate specified in item 3.1.
- (b) The charges shall be applied in accordance with the outcome of the investigation of the incident or accident carried out by the Authority.

### 3.5 Tug Waiting Time

- (a) Where a vessel is not ready to be moved at the notified time through any fault of the vessel or its agent, a charge of SCR20,912.50 per hour or part thereof shall be levied.
- (b) The discount applicable under 3.1 (b) shall not be applicable.

### 3.6 Stand by charges for hire of a tug as a safety measure (tankers, petroleum and hazardous products)

GT	Per tug per hour or part thereof
(a) 150 to 9999	SCR 2,625.00
(b) 10000 and over	SCR 3,150.00

### 3.7 Stand by charge or hire of fire brigade as a fire safety measure

In addition to charges specified in item 3.6, the following charges shall apply to gas tankers while alongside berth —

Per Hour or part thereof	SCR 1,750.00
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### 3.8 Stand by charges for any other vessels except for those specified in item 3.6 as safety measure in circumstances deemed necessary by the Authority

GT	Per day or part thereof
(a) 150 to 9999	SCR 2,625.00
(b) 10000 and over	SCR 3,150.00

The decision of the Authority shall be exercised diligently taking into consideration all circumstances.

### 3.9 Amendment or cancellation of Tug services

- (a) No fees shall be chargeable if the master or agent of a vessel amends or cancels a booking for tug service —
- (i) scheduled within normal working hours (0800 hrs to 1600hrs), at any time from 2 hours onwards prior to the notified time; or
  - (ii) scheduled after normal working hours (1600 hrs to 0800hrs and on Saturdays, Sundays and Public Holidays), at any time from 6 hours onwards prior to the notified time.
- (b) Where a master or agent of a vessel amends or cancels a booking for a tug —
- (i) scheduled within normal working hours (0800 hrs to 1600hrs), at any time from 2 hours onwards prior to the notified time; or
  - (ii) scheduled after normal working hours (1600 hrs to 0800hrs and on Saturdays, Sundays and Public

Holidays), at any time from 6 hours onwards prior to the notified time,

a charge of SCR 8,750.00 per tug shall be applicable for each amendment or cancellation.

(c) A basic charge of SCR 20,912.50 per tug or the EUR equivalent per tug shall be applicable if the master or agent of a vessel amends or cancels a booking for tug service after the pilot boarded the vessel.

**4.0 BERTH DUES (INCLUDING BUOYS OCCUPANCY)**

**4.1 Berth dues shall be applicable to every vessel occupying a berth**

(a)	0 to 24 hours or part thereof	SCR0.54per GT
(b)	Each subsequent period of 24 hours or part thereof	SCR0.79 per GT

Subject to a minimum charge of SCR 612.50

**4.2 Berth dues shall be applicable to every vessel moored on buoys**

Berth dues exclusively for vessels moored on buoys shall enjoy a 25 percent discount of the charges specified in item 4.1 provided that such discount shall not apply to the minimum charge under that item.

**5.0 BERTHING OR UN-BERTHING (MOORING GANGS)**

**5.1. Berthing and Un-berthing**

Charge per berthing or un-berthing	SCR 3,500.00
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**5.2. Mooring Gangs Waiting Time**

Where a vessel is not ready to be moved at the notified time through any fault of the vessel or its agent, a charge of SCR 3,500.00 per hour or part thereof shall be levied.

### **5.3. Amendment or Cancellation for Use of Mooring Gangs**

Where a master or agent of a vessel amends or cancels a booking for the use of Mooring Gangs scheduled —

- (a) within normal working hours (0800hrs to 1600hrs), at any time from 2 hours onwards prior to the notified time; or
- (b) after normal working hours (1600hrs to 0800hrs and on Saturdays, Sundays and Public Holidays), at any time from 6 hours onwards prior to the notified time,

a charge of SCR 2,333.33 shall be applicable for each amendment or cancellation.

## **6.0 GENERAL CHARGES**

### **6.1 Pilotage exemptions**

Subject to regulations 7 and 8, the pilotage exemption fee for fishing vessels per year shall be levied at SCR 50,000.00 per master for the same vessel.

### **6.2 Towing Operations**

- (a) The fee for conducting salvage mobilisation services for internationally registered vessels shall be negotiated based on the complexity of the operation and limitations of the tugs, on a separate contract reflecting a minimum charge of SCR20,912.50 per hour upon confirmation of commencement of preparation for mobilisation.
- (b) The fee for conducting salvage mobilisation services for locally registered vessels shall be negotiated based on the complexity of the operation and limitations of the tugs, on a separate contract reflective of a minimum charge of SCR12,000.00 per hour upon confirmation of commencement of preparation for mobilisation.
- (c) The fee for salvage mobilisation services for rental tug boats including the crew shall be negotiated, based on the complexity of the operation and limitations of the tugs, through a separate contract.

**6.3 Maritime Safety Dues**

Every vessel other than a coastal vessel calling at the Harbour or Port Victoria shall be levied a fixed charge —

Up to 150 GT	SCR350.00 per call
Above 150 GT	SCR612.50 per call

**6.4 Marine Environment and Protection Dues**

- (a) Every reefer, industrial, fishing and supply vessel or tanker calling at the Harbour or Port Victoria shall be subject to the following charge —

Per 96 hours or part thereof                      SCR0.26 per GT

- (b) Every vessel other than a vessel specified under item 6.4(a) shall be subject to the following charge —

Per 48 hours or part thereof                      SCR0.19 per GT

- (c) Every vessel except fishing vessels shall be charged an environment levy of SCR450.00 per call to finance waste management.

- (d) All garbage shall be segregated as per the MARPOL Annex V. Vessels that are not segregating garbage as per the MARPOL Annex V shall be liable to a penalty of SCR20,000.00.

**6.5 Passenger Fees (Cruise Ships)**

A fee of SCR200.00 per passenger shall be applicable with respect to any disembarkation, embarkation or transit of passengers in Mahe Quay, Praslin Ero Terminal and La Digue Jetty.

### 6.6 Hire of Fender and Gangway

The hire of a fender and gangway shall be subject to the following charges —

Fender per 24 hours or part thereof	SCR 4,375.00
Gangway per 24 hours or part thereof	SCR 3,675.00

### 6.7 Transshipment and Landing of Fish Fees

Transshipment charges shall apply to transshipment within a calendar year in respect of a company owning or managing one or more purse seiners and long liners transshipping and discharging in Port Victoria as follows —

(a) Transshipment of Fish	EUR6.00 per metric tonne or US dollar equivalent
(b) Landing of Fish and By-Catch	EUR3.00 per metric tonne or US dollar equivalent

### 6.8 Administrative Fees

An administrative fee of SCR 150.00 shall be applicable to any of the following services requested from the Authority —

- (a) Washing and Painting;
- (b) Welding;
- (c) Diving;
- (d) Net Repairs;
- (e) Immobilization;
- (f) Dangerous Cargo;
- (g) General Permission;
- (h) Annexo; or
- (i) Port Access.

## **6.9 Port Clearance**

- (a) SCR 100 per vessel up to 150 GT.
- (b) SCR 200 per vessel exceeding 150 GT.

## **6.10 Light Dues (Navigational Aids)**

Every vessel shall pay SCR 0.012 per GT per call.

## **6.11 Provision of proper and accurate information**

The agent or master of a vessel shall provide the following proper and accurate information when requested by the Authority —

- (a) General declaration (FAL form 1);
- (b) Cargo declaration (FAL form 2);
- (c) Ship's Stores Declaration (FAL form 3) ;
- (d) Crew's Effects Declaration (FAL form 4);
- (e) Crew list (FAL form 5);
- (f) Passenger list (FAL form 6);
- (g) Dangerous Goods Manifest (FAL form 7);
- (h) Nil List;
- (i) Statement of Facts;
- (j) Final Discharge Report; or
- (k) Manifest.

**SCHEDULE 2****TARIFF ITEM****1.0 PORT CLEARANCE (DOMESTIC VESSELS)**

(a) SCR 200 per vessel exceeding 150 GT.

**2.0 PILOTAGE**

Coastal vessels may be exempted from using the services of a pilot. An Exemption Certificate shall be issued and a fee thereof payable as follows

Annual exemption fee SCR 15,000.00

**3.0 BERTH/WHARFAGE/CARGO DUES**

These dues are payable by coastal vessels occupying a berth, on discharge or loading or when they are double banked in the Harbour, Mahe Quay, Inter Island Quay, Praslin Ero Terminal and La Digue Jetty. Clearance to leave the Harbour, quay or jetty shall not be given by the Pier Master unless the passenger and crew list has been submitted to him or her.

**3.1 Berth dues applicable to every coastal vessel occupying berth—**

GT	Period	SCR
(a) 0 to 30	First 2 hours or part thereof	60.00
	Each subsequent period of 1 hour or part thereof	110.00
(b) Above 30	First 6 hours or part thereof	110.00
	Each subsequent period of 1 hour or part thereof	210.00

**3.2 Berth dues applicable to every hire and craft occupying berth—**

Overall Length in Meters	Per hour or part thereof
(a) From 0 to 10	SCR 50.00
(b) Over 10 to 20	SCR 60.00
(c) Over 20 to 30	SCR 80.00
(d) Over 30	SCR 100.00

**3.3** Where the owner or master of a vessel fails to comply with item 3.2, the owner or master is liable to a surcharge of SCR 750.00 over the amount which he or she is liable to pay under that item, for each hour or part thereof, after the expiry of the first hour, payable within one month of the date of surcharge, and is liable to the possible detention of the vessel.

**4.0 DESIGNATION OR EMERGENCY BERTH**

The designated emergency berths, as marked, shall be free from any vessel at any time, unless working cargo or embarking or disembarking passengers with sufficient crew on board to vacate the berth at very short notice, and as approved by the Harbour Master or Pier Master or any other person appointed by the Harbour Master.

Where the master fails to comply with this item, he or she is liable to a penalty of SCR 3,000.00 payable within one month of the date of the penalty and is liable to the possible detention of the vessel.

**5.0 USAGE OF RAMP**

For the use of a ramp for the purpose of loading and unloading goods, the following charges shall apply —

(a) First hour or part thereof	SCR 400.00
(b) Each subsequent period of 1 hour or part thereof	SCR 1,500.00

A fine of SCR 3,500.00 per hour or part thereof shall be applicable if a vessel remains at the ramp for purposes other than for loading or unloading.

**6.0 PASSENGER FEE (DOMESTIC VOYAGES)**

- (a) The following fees shall be applicable with respect to any embarkation or disembarkation of passengers at Inter Island Quay, Praslin Ero Terminal and La Digue Jetty —

(a)Mahe to Praslin	SCR 25.00
(b) Praslin to Mahe	SCR 25.00
(c)Mahe to La Digue (including transits through Praslin)	SCR 25.00
(d)La Digue to Mahe (including transits through Praslin)	SCR 25.00
(e) Praslin to La Digue	SCR 15.00
(f) La Digue to Praslin	SCR 15.00

- (b) The fees referred to at item (c) and (d) in paragraph (a) shall only be applicable for passengers transiting through Praslin within 24 hours and if the passenger provides proof of final destination to La Digue or Mahe.
- (c) The fees referred to in paragraph (a) shall not be applicable to the following categories of passengers —
- (i) Children of 0 to 12 years; or
  - (ii) Pensioners defined as per the Laws of Seychelles.
- (d) The fees shall be payable to the Authority and in accordance with the passenger manifest or passenger list of each vessel.

**7.0 MOORING/ANCHORAGE FEES AT LA DIGUE AND PRASLIN HARBOUR**

Every vessel, except ferry vessels, registered by a non-permanent resident of La Digue or Praslin that is moored or anchored at the La Digue Inner Harbour or Praslin Inner Harbour respectively, shall be subject to the following fees —

<b>Length Overall</b>	<b>First 24 hours</b>	<b>Every subsequent period of 24 hours or part thereof</b>
(a) Less than 10 meters	65.00	275.00

(b) More than 10 meters	90.00	325.00
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## 8.0 **STORAGE OF ITEMS**

### 8.1 **Storage of Container at Inter Island Jetties**

(a) Any container unit stored at the jetty area or at the yard without a valid lease agreement shall be subject to the following charges per day or part thereof —

(a) 10ft Container	SCR200.00
(b) 20ft Container	SCR400.00
(c) 40ft Container	SCR800.00

(b) The storage of containers is subject to availability of space at the storage yard.

### 8.2 **Storage of Construction Materials (Aggregate)**

(a) The following charges shall be applicable to the storage of construction aggregate —

<b>Building Aggregate (Tonnes)</b>	<b>First two (2) days or part thereof</b>	<b>Any subsequent amount of days or part thereof</b>
(a) 0 -100	SCR 50.00	SCR 60.00
(b) 100 and above	SCR 70.00	SCR 80.00

(b) The storage of construction aggregate is subject to availability of space at any of the storage yards.

(c) The storage fees are calculated in accordance with the declaration made by the vessel operator or inland vehicles and based on the cargo receipt or declaration produced.

### 8.3 Storage of Concrete Blocks

- (a) The storage of pallets of concrete blocks shall be subject to the following charges —

<b>First two (2) days or part thereof</b>	<b>Any subsequent days or part thereof</b>
SCR45.00	SCR50.00

- (b) The storage of pallets of concrete blocks is subject to availability of space at any of the storage yards.

- (c) The storage fees are calculated in accordance with the declaration made by the vessel operator or inland vehicles and based on the cargo receipt or declaration produced.

### 8.4 Storage of wood bundles

- (a) The storage charges for wood bundles are as follows —

(i) Per wood bundle per day or part thereof for the first five days	SCR 50.00
(ii) Per wood bundle per day or part thereof thereafter	SCR 60.00

- (b) The storage of wood bundles is subject to availability of space at any of the storage yards.

### 8.5 Storage of items on ad-hoc basis

The storage of items not mentioned in items 8.1 to 8.4 shall be considered as items stored on ad-hoc basis and the applicable charges shall be per day or part thereof —

(a) Any container unit stored at the jetty area or at the yard without a valid Lease Agreement	SCR 250.00
(b) Any bagged items, wooden pallets, metal pieces, barrels, tanks and any other items left at the jetty area or yard	SCR 100.00

### 8.6 Abandoned items

Items that are left abandoned or idled at the jetty without a valid agreement shall be subject to a penalty fee of SCR 250.00 per day or part thereof, subject to them being removed by the Authority.

### 8.7 Liability

The Authority shall not be responsible for any damage which any person may incur to items that are stored, abandoned or discarded at the jetty area or in any yard operated by the Authority.

**SCHEDULE 3****1.0 STORAGE OF CONTAINERS AND PARKING OF HEAVY PLANT/MACHINERY/EQUIPMENT/VESSELS****1.1 Applicable fees**

(a) Unless there is an existing agreement between the Authority and the Operator, the following fees shall be applicable —

(i) Where a container is stored at the quay or within the designated port area, a fee of EUR 10.00 shall be applicable per day or part thereof. This includes containers stationed at the port prior to stuffing operations and those inoperative or idled at the port area.

(ii) Where a heavy plant is stationed at the quay and is not being used in stuffing operations, a fee of EUR 150.00 shall be applicable per day or part thereof. For the purposes of this item, “heavy plant” means every equipment or plant that exceeds 3 tonnes.

(iii) Where a vessel is left idled on the apron, the quay or within the designated port area without prior approval from the Authority, a fee of EUR 150.00 shall be applicable per day or part thereof.

(b) The Authority reserves the right to deny the exit of any unauthorised vehicle, machinery, equipment or vessel until the applicable penalty is cleared by the party liable.

(c) Subject to paragraph (b), the applicable fees for the release of any unauthorised vehicle, machinery, equipment or vessel seized by the Authority shall be EUR 200.00 per piece, and EUR 150.00 per day or part thereof that the item has occupied the apron, quay or designated port area.

**1.2 Applicable penalties for property misuse**

(a) Unless there is an existing agreement between the Authority and the Operator, where any debris, waste, garbage skips, net bundles, wooden pallets and any other residual items are left abandoned at the jetty area after the completion of any operation, or after the departure of a vessel, a fine of EUR 1,500.00 shall be imposed.

- (b) Subject to paragraph (a), a notice shall be given to the party liable prior to imposing the fine.
- (c) Any costs incurred by the Authority in the disposing of any of the items specified in paragraph (a) shall be borne by the party liable.

## 2.0 Pipeline Dues

Pipeline dues as below shall be payable per metric ton on bulk petroleum or petroleum products, liquefied natural/pressurized gas, bulk cement and any other product using pipeline for transit (loading and unloading operations). The quantity shall be in accordance with the vessel's manifest.

Per MT                      SCR 43.75

## 3.0 Fish Loader usage at the quay

- (a) A fee of EUR 15.00 per fish loader per day's operation or part thereof.
- (b) All fish loader owners shall provide the Authority with an updated list of identification of their fish loaders on an annual basis.

**SCHEDULE 4***(Regulation 2)*

Port Victoria shall be the area enclosed by the following boundaries —

Starting at Mahe Island bearing 000° by 4.6 nautical miles (Lat 04°53'S; Long 055°31'E), thence by a straight line in a north easterly direction to Fregate Island bearing 276° by 5.9 nautical miles (Lat 04° 36' S; Long 056° 03' E), thence by a straight line in a north north westerly direction to Grande Soeur Island bearing 230° by 7.7 nautical miles (Lat 04°12' S; Long 055° 58' E), thence by a straight line in a westerly direction to Aride Island bearing 094° by 7.5 nautical miles (Lat 04° 12' S; Long 055° 32' E), thence by a straight line in a north north westerly direction to North Island bearing 115° by 7 nautical miles (Lat 04° 20' S; Long 055° 08' E), thence by a straight line in a southerly direction to Silhouette Island bearing 030° by 10.8 nautical miles (Lat 04° 40' S; Long 055° 08' E), back to the starting point at Mahe Island bearing 0000 by 4.6 nautical miles.

**SCHEDULE 5***(Regulation 2)*

The Praslin Inner Harbour shall be the area enclosed by the following boundaries —

1. Latitude 04°20.00'S // Longitude 055°47.45'E (Pointe La Farine) Straight line to;
2. Latitude 04°20.00'S // Longitude 055°48.20'E Straight line to;
3. Latitude 04°21.80'S // Longitude 055°48.00'E Straight line to;
4. Latitude 04°22.00'S // Longitude 055°47.00'E Straight line to;
5. Latitude 04°21.18'S // Longitude 055°46.27'E (Pointe Cabri); and
6. The coastline between coordinates from point 1 to point 5.

**SCHEDULE 6***(Regulation 2)*

The La Digue Inner Harbour shall be the area enclosed by the following boundaries –

1. Latitude 04°20.00'S // Longitude 055°48.20'E Straight line to;
2. Latitude 04°20.00'S // Longitude 055°49.00'E Straight line to;
3. Latitude 04°20.53'S // Longitude 055°49.72'E (Point Cap Barbe) The coastline to;
4. Latitude 04°21.50'S // Longitude 055°49.51'E (Anse Reunion) Straight line to;
5. Latitude 04°21.80'S // Longitude 055°48.00'E Straight line to;
6. Latitude 04°20.00'S // Longitude 055°48.20'E.

**MADE this 23<sup>rd</sup> day of November, 2023.**

**ANTONY DERJACQUES  
MINISTER OF TRANSPORT**

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