



MARITIME AND PORT AUTHORITY OF SINGAPORE

PORT MARINE CIRCULAR
No. 14 of 2006

12 Jun 2006

To: Shipping Community

CONDITIONS FOR REPATRIATION OF STOWAWAYS

This Circular serves to inform the shipping community that with effect from 1 Jul 2006, the Immigration & Checkpoints Authority (ICA) will allow the repatriation of stowaways with certain conditions. The list of conditions for the repatriation of stowaways and Security Bond (Form 104A) are attached.

2 Please call Mr Goh Cheng Hong or Ms Jeenath Mehron, Seamen's Section, ICA, at telephone number 63916478 should you have any enquiry regarding the repatriation of stowaways.

PANG YOCK FOO
for PORT MASTER
MARITIME AND PORT AUTHORITY OF SINGAPORE

CONDITIONS FOR THE REPATRIATION OF STOWAWAYS

1. Only vessels that are ISPS certified can apply for repatriation of stowaways via Singapore;
2. Stowaway must be kept on board the vessel in safe custody and under the master's responsibility. If necessary, private security officers are to be engaged;
3. The shipping company¹ must satisfy ICA that timely arrangement has been made for the repatriation. These include, but not limited to, the following;
 - a. The stowaway must have valid and recognized travel document;
 - b. Confirmed air ticket to the intended destination to be provided. In the absence of a direct flight and should there be a need for the stowaway to enter any country during the repatriation, written confirmation of entry from the relevant authorities of these countries²;
 - c. The stowaway will only be allowed to disembark from the vessel to board the flight. The shipping company must pay for any costs incurred in housing the stowaway in the Inadmissible Person (IP) Room prior to the flight; and
 - d. Proof of satisfactory transport and security escort arrangement for the stowaway throughout the duration of the transit. Shipping company must also engage authorized security staff to escort the stowaway throughout the repatriation process (i.e. till he reaches the home country).
4. The shipping company is to provide a Security bond for issuance of special pass to repatriate stowaway (Form 104A) to take full responsibility for all costs for the repatriation and maintenance of the stowaway;
5. If the repatriation is unsuccessful, the shipping company is to make arrangements to transfer the stowaway back to its vessel within 14 days to depart Singapore. If this transfer is not effected within 14 days, the Government may call on the security bond, withdraw this facility or take any other action as necessary;

¹ Shipping company refers to both the ship owner and the shipping agent.

² Merely transiting in a country does not equate 'entering' the country, in the immigration sense. Hence, a person who arrives in Changi Airport in transit for a flight to another country has not entered Singapore.

6. If the stowaway escapes from the custody of the shipping company, the Singapore authorities will call on the security bond (the sum is S\$10,000 per stowaway subject to variation depending on the risk level);
7. Singapore will not repatriate the stowaways if the vessel visits Singapore for the sole / main objective of repatriating the stowaway; and
8. The authorities reserve the right not to allow the repatriation of nationals that have been known to create trouble while being repatriated.

The qualified repatriation of stowaway is administered at the discretion of the Singapore Government and subject to ongoing review. If deemed necessary, the Singapore Government will rescind this facility without prior notice.

Date:

To: Commissioner
Immigration & Checkpoints Authority
Coastal Command HQ
10 Brani Way
Singapore 098631

Dear Sir

**SECURITY BOND FOR ISSUANCE OF SPECIAL PASS TO REPATRIATE STOWAWAY(S) FROM
M.V. _____**

S/No.	Name of stowaway(s)	Date of Birth	Nationality	Type & Travel Documents No.
1				
2				
3				

We have inspected the travel documents of the above stowaway(s) and confirm that each of them listed above is in possession of a valid and recognized travel document.

2 In consideration of your granting our request to issue a special pass pursuant to Regulation 15 of the Immigration Regulations to the above stowaway(s) to enter Singapore for the purpose of subsequent repatriation from Singapore, we do hereby undertake -

- (a) to keep these stowaways on board our vessel at times and that they shall be under our master’s responsibility pending the repatriation process;
- (b) to engage Auxiliary Police Officers to supervise them while they are on board the vessel;
- (c) to allow the stowaways to disembark from the vessel only for the purpose of repatriation from Singapore;
- (d) to make arrangements for the repatriation of these stowaways within _____ days of the issue of this Security Bond. These arrangements shall include the purchasing of a confirmed air ticket to the intended destination for each of them and obtaining prior written confirmation of permission for entry from the relevant authorities of another country if there is a need for them to enter a third country while being repatriated to the intended final destination;
- (e) to provide suitable transport and effective security escort arrangements for the repatriation of the stowaways. We further undertake to engage Auxiliary Police Officers to escort the stowaways throughout the repatriation process;
- (f) to comply with any other request made or additional condition imposed by ICA in respect of the repatriation arrangements or on the stowaways;
- (g) in the event of an unsuccessful repatriation:-
 - (i) to house the stowaway(s) in the Inadmissible Persons (IP) Room at Changi Airport and to make expeditious arrangements to return the stowaway(s) to a vessel within 14 days of his return to Singapore;
 - (ii) to ensure that the stowaway(s) depart from Singapore on board the said vessel expeditiously;
 - (iii) to bear all costs and expenses incurred arising out of such unsuccessful repatriation and any repatriation exercise;

- (h) to prevent the escape of any stowaway at all times while he is on board the vessel pending repatriation, while undergoing repatriation or upon his return to the vessel after a failed repatriation process;
- (i) to ensure at all times that all stowaways comply with all the provisions of the Immigration Act and its regulations including any directions endorsed upon the special pass issued to the stowaways and conveyed to us;
- (j) to ensure that the stowaway behaves himself at all times while he is in our custody, whether pending repatriation, in the course of repatriation process or after a failed repatriation process;
- (k) to ensure that the stowaway does not engage in any form of paid employment or in any business, profession or occupation in Singapore without the written consent of the Controller of Immigration while he is in our custody;
- (l) to ensure that the stowaway presents himself to the Controller of Immigration as and when required by the Controller of Immigration;
- (m) to ensure that the stowaway shall, as and when directed by the Controller of Immigration promptly leave Singapore by another vessel or otherwise, notwithstanding that M.V. _____ may still be in port; and
- (n) to indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss or damage of whatsoever nature which you may sustain by reason of complying with our request.

3 As security for the due observance of the above conditions, we hereby, on behalf of the stowaway, deposit a total sum of \$_____ (\$10,000 for each stowaway) in form of a banker's guarantee or in any other form deemed appropriate by ICA, pursuant to Regulation 21 of the Immigration Regulations.

4 We further agree that ICA shall be entitled to forfeit the sum of \$10,000 per stowaway for breach of any of the above conditions.

5 This undertaking shall be subject to Singapore law and jurisdiction of the Singapore courts.

6 We understand that the repatriation of stowaway(s) is administered at the discretion of ICA. Notwithstanding this, we understand that non-compliance with any of the above-mentioned undertakings may result in ICA withdrawing the repatriation facility from us, at any time, at the sole discretion of ICA, or take any other actions deemed necessary.

Yours faithfully,

(Signature)

(Name & Designation)

(Shipping Company)

In the presence of:

(Name and Address of Witness)