10 November 2026

IOTC CIRCULAR

2026–46

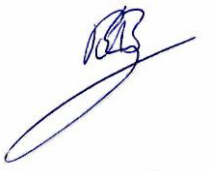
Dear Madam / Sir

VESSELS CHARTERING IN THE IOTC AREA OF COMPETENCE: SEYCHELLES – KENYA

Pursuant to paragraph 5 of IOTC Resolution 19/07, please find attached documents which I have received in relation to vessel chartering in the IOTC area of competence in 2026. The documents submitted by Kenya as the chartering Contracting Party (Received 24 October 2026), as required under paragraph 4.1, are provided in the annex 1 and 2; and the documents submitted by Seychelles as the flag Contracting Party (Received 05 November 2026) as required under paragraph 4.2, are provided in the annex 3.

Charter agreement summary	**Information**
Vessel:	Jai Alai – IOTC number 016019
Signature of the agreement:	28th September 2026
Start of the agreement:	7th September 2026
Validity of the agreement:	One year (Renewable one year)
Validity Kenya Foreign Fishing Craft License:	From 23rd July to 22nd July 2027
Validity Seychelles flag State Authorisation to Fish (ATF): ***(From RAV)***	From 01st January to 31st December 2026
Commencement of fishing activities:	8th November 2026

Yours sincerely



Paul De Bruyn
Executive Secretary

Annexes:

- 1: Chartering agreement Seychelles/Kenya,
- 2: Documents submitted Kenya, Charter CP,
- 2. Documents submitted by Seychelles, flag CP.

Distribution

IOTC Contracting Parties: Australia, Bangladesh, China, Comoros, European Union, France (Territories), India, Indonesia, Iran (Islamic Rep of), Japan, Kenya, Rep. of Korea, Madagascar, Malaysia, Maldives, Mauritius, Mozambique, Oman, Pakistan, Philippines, Seychelles, Somalia, South Africa, Sri Lanka, Sudan, United Rep. of Tanzania, Thailand, United Kingdom, Yemen. **Cooperating Non-Contracting Parties:** Liberia, Panama. **Intergovernmental Organisations, Non-Governmental Organisations. Chairperson IOTC. Copy to**: FAO Headquarters, FAO Representatives to CPCs.

This message has been transmitted by email only

Dated as of the 7th day of September, 2026

KHITAKHINI LIMITED
(Charterer)

-and-

HARTSWATER LIMITED
(Shipowner)

CHARTER AGREEMENT FOR AN INDUSTRIAL TUNA FISHING VESSEL IN WATERS REGULATED BY THE IOTC AND THE EEZ OF KENYA

Drawn By

MKA Law LLP
Advocates
Block C, Upper Hill Gardens
3rd Ngong Avenue
P.O. Box 32308-00600
NAIROBI

MKA Law LLP
Be at Peace

CHARTER AGREEMENT FOR AN INDUSTRIAL TUNA FISHING VESSEL IN WATERS REGULATED BY THE IOTC AND THE EEZ OF KENYA

BETWEEN:

KHITAKHINI LIMITED, a company engaged in fishing activities, registered under the laws of the Republic of Kenya with official number **PVT-27U598Q6**, with headquarters at P.O Box 26-01030, Gatundu, Republic of Kenya, represented in these proceedings by Bernice Waweru acting in her capacity as Director hereinafter referred to as the "***CHARTERER***".

And

HARTSWATER LIMITED, with headquarters in F20, 1st Floor, Eden Plaza, Eden Island, Seychelles, and represented in these proceedings by D. Kepa Echevarria Elizondo in his capacity as CEO, hereinafter referred to as the "***SHIPOWNER***"

CLAUSE ONE. – PURPOSE

1. The Vessel identified below, hereinafter referred to as the "Vessel", property of the SHIPOWNER, intended for fishing, hereby becomes an integral part of the present agreement for all legal purposes:

Name of Vessel	**JAI ALAI**
IMO number	**9733478**
Gross Tonnage (GT)	**2.706 mt**
Net Tonnage (NT)	**836 mt**
MMSI	**664579000**
Hull type	**Fishing Vessel**
Length	**89,30 m**
Width	**14,30 m**
Port of Registry	**PORT VICTORIA. REPUBLIC OF SEYCHELLES**
Year of Construction	**2015**
Call Sign	**S7UK**
IOTC No.	IOTC016019

The Vessel, under the Seychelles flag, and registered In the IOTC Registry, is authorized to operate In the Exclusive Economic Zone (EEZ) of Kenya and in the zone of jurisdiction of the IOTC, pursuant to the terms of Resolution 19/07.

2. The abovementioned Vessel is carrying aboard materials and equipment for repair and the arts of fishing necessary for the purpose of this agreement, to catch tuna and the respective accompanying fauna, for

BK

the 2026 fiscal year, in accordance with IOTC Resolution 19/07 the Fisheries Legislation in force in the Republic of Kenya

3. The Vessel will begin its fishing activities to catch the quota and accompanying fauna assigned to the CHARTERER by the competent authorities of the Republic of Kenya, after complying with all procedures of the IOTC and the Vessels flag country (which must give its consent for the Charter in writing).

   The validity of this contract is subject to the prior authorisation by the competent administration of the Republic of Seychelles allowing the possibility of carrying out the chartering, as well as to the condition that such chartering does not affect the quota available to the SHIPOWER in the Indian Ocean.

CLAUSE TWO. – CONDITIONS OF CHARTER

1. The SHIPOWNER grants, and the CHARTERER receives under a charter arrangement the Vessel identified in Clause One, to catch ***part of*** the fishing quota of Yellowfin granted by the IOTC to Kenya and assigned to the CHARTERER by the competent authorities of Kenya to be subsequently shared by all the licensed operators.

   Target Resource: Tuna (Yellowfin, skipjack and Bigeye) and Accompanying Fauna).

2. The Vessel will be handed over in a high technical state of readiness for operation and should be carrying aboard all documents and certificates necessary for the regular operation of the Vessel with a minimum validity of one (1) year.

3. The CHARTERER is responsible for obtaining the fishing license necessary for the Vessel's fishing activities.

4. The Vessel may not be used to fish for other fishing quota or rights simultaneously while it is covered by this charter agreement.

5. The commencement, suspension, resumption, and cessation of the fishing operations covered by this agreement shall be communicated to the Kenya authorities, the IOTC and to the Vessel's flag country.

   In the event of catching the full quota, or of the suspension or termination of fishing operations covered by this agreement, the Vessel can be used

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In the event of catching the full quota, or of the suspension or termination of fishing operations covered by this agreement, the Vessel can be used to fish for the flag country's quota, or such other quota as may be available.

CLAUSE THREE. – USE OF THE VESSEL

1. The flag, registration and homeport of the Vessel will continue to be foreign.

2. During the period of use, when It Is considered appropriate to do so, the Vessel can do the following:

   a) Enter into Kenya or foreign ports for purposes of unloading, taking on supplies or for other duly justified reasons. For the same reason, catches are to be landed under the supervision of the parties and the Kenya authorities, or by a third party agreed by them, in order to ensure that the ship's activities are not in violation of conservation and management measures recommended by Kenya law and the IOTC.

   b) To carry out in Port the transfer of the product on board to other Vessels also authorized to participate in the operation and vice-versa, when duly authorized by the competent Kenya authorities.

3. The operations mentioned above can only take place when agreed upon in writing between the CHARTERER and the SHIPOWNER.

4. Over and above his general duties, the Captain of the Vessel, shall be obliged to do the following:

   a) Comply with such instructions concerning fishing operations as may be given to him by the CHARTERER as agreed with the SHIPOWNER;

   b) Provide data concerning the ship's monitoring systems to the authorities of the Republic of Kenya, of the Ship's flag country, and the Secretariat of the IOTC, in accordance with the relevant conservation and management measures.

   c) Provide the CHARTERER daily, by radio or other means, with the position and daily catch of the Vessel.

   d) Respect the laws and regulations of maritime tuna fishing in force in the Republic of Kenya, the IOTC and among the contracting parties. Without impairment to the Joint liability of the Charterer/Shipowner, the captain of the Vessel shall be liable for any possible infractions of fisheries legislation that he may happen to commit and for full compliance with any resulting sanctions that may be imposed.

e) Provide the CHARTERER, whenever called upon to do so, with any Information useful for the management of the Vessel's activities.

f) Respect the use of the Vessel for the purpose of this agreement. The use of the Vessel for purposes that fall outside the purpose of this agreement can only occur with a prior written agreement between the contracting parties.

g) Provide the SHIPOWNER with information regarding the inventories of materials, equipment and utensils placed on board by the CHARTERER, which belong to it.

h) Allow on board the Vessel investigators, observers, Fisheries Inspectors, enforcement officials and scientists, whenever asked to do so by the competent Kenya authorities and in accordance with Kenya fisheries law and the measures of conservation and management of the IOTC (coverage of fishing effort by observers);

i) Keep a copy permanently on board of documentation (such as the fishing license, maritime fishing regulations and other relevant documentation) concerning the charter.

CLAUSE FOUR. – MAINTENANCE AND REPAIR OF THE VESSEL

The current technical maintenance, as well as repairs of the Vessel, shall be at the expense and risk of the SHIPOWNER.

CLAUSE FIVE. – CREW

1. The crew of the Vessel shall be made up of foreign and Kenyan Crew in accordance with the Laws of Kenya, specifically, the Fisheries Management and Development Act, Cap 378. It is incumbent upon the SHIPOWNER to undertake the selection and choosing of the foreign and Kenyan members of the crew.

2. It is incumbent upon the foreign crew to collaborate in the technical preparation of any Kenya crewmembers that the SHIPOWNER may decide to choose, as well as to ensure the technical and productive conditions for the use of the Vessel, with the Kenyan crew members on board having the same status as the foreign crewmembers.

3. It shall be incumbent upon the Captain of the Vessel to establish the working regime and procedures aboard the Vessel.

CLAUSE SIX. – PRODUCTION AND COMMERCIALIZATION

1. The sale of the product of the Vessel in the external market is the responsibility of the CHARTERER, and the charter company has the exclusive and irrevocable right to purchase it as soon as it is caught, at **a price to be decided** per MT of Tuna (Yellowfin) and the respective Accompanying Fauna (Skipjack and Bigeye), payable to the CHARTERER upon presentation of a commercial invoice and within a maximum period of 15 days after the date of the invoice, by bank transfer or letter of credit (L/C into the account of the CHARTERER in a commercial bank in Kenya.

   The remaining documentary credit conditions, if applicable, will be as follows:
   Maximum period of validity few L/C -90 days;

   Documents to be presented for negotiation 21 days from the date of exportation.

   Payable upon presentation of: an Original Invoice in three copies proving the value of the lot; A complete Bill of Ladin1 (B/L) in 3 original copies; a *Certificate of Origin;*

   For the conditions of the Letter of Credit (L/C) those that are to be applied are set forth in the regulations and Uniform Customs, publication number SOO, of 1993, of the International Chamber of Commerce.

2. The sale of the Product on the Internal market, should It prove to be viable and a matter of common accord between the parties, shall be the responsibility of the CHARTERER, which shall make an effort to ensure the best market prices;

3. Catching other non-targeted species that must be kept aboard and unloaded in accordance with IOTC Resolution 19/05, shall be the exclusive responsibility of the SHIPOWNER without any counterpart.

4. Landings of the product shall be attended by the parties, or any other party agreed by them, which shall draw up a signed record of the landing, quantifying the product, type and respective quality/calibre, where this is deemed suitable.

CLAUSE SEVEN. – RESPONSABILITIES OF THE PARTIES

Obligations of the Charterer

The obligations of the Charterer are as follows, among other things:

a) To obtain fishing licenses.

b) To continuously oversee all fishing activities and ensure that the Vessel complies with the terms and conditions of the fishing license.
c) Payment for fishing rights pursuant to the terms set forth by law.
d) Payment of fishing license fees in accordance with fisheries legislation.
e) Health certification tor the products of fish landings.
f) To collaborate with the CHARTER COMPANY or SHIPOWNER in the choice of qualified Kenyan sailors and crew members who are to embark in the ship pursuant to the terms of this agreement;
g) To monitor the fishing activity, record and report the catches to the relevant authorities pursuant the terms of the Kenya legislation and as per the terms of IOTC Resolutions.

Obligations of the Charter Company

The obligations of the CHARTER COMPANY are as follows, among other things:

a) To provide the relevant documents of the Vessel including, among others, the Certificate of Registration, the Certificate of Seaworthiness, the Radio Licence, and the Fishing Licence in the waters of third countries,
b) To ensure that the Automatic Location Device (ALO) is always functional, as well as the instruments for differentiating fishing zones, in keeping with the relevant conservation and management measures of the IOTC;
c) To ensure that the fishing Vessel has valid insurance against the risks Inherent to the activity and for all personnel aboard;
d) To ensure on-board logistics for the entire crew;
e) To make payment of any fees relating to the entry, stay or departure of the Vessel in port, as well as the expenses of the Shipping Agent;
f) To report daily catches made to the Charterer which will be counted as Kenya catches pursuant to the terms of the applicable national legislation in force and for statistical proposes and quota allocation of the IOTC, as per the terms of IOTC Resolutions.
g) Provide an accredited interpreter to assist with communication;
h) To supply the Vessel with fuel, lubricants, water, spare parts, fishing gear, including chemical products, repairs and maintenance of the Vessel and its equipment;
i) To ensure the remuneration of the crew, Including Kenya sailors;
j) To allow aboard the ship observers, Investigators, fisheries Inspectors, enforcement officials and scientists, whenever so requested by the competent Kenya authorities.

CLAUSE EIGHT. – CHARTER COSTS

The charter costs of the Vessel are to be covered by trade margins relating exclusively to commercialization of the product, with strict observance of the procedures inherent to operating in accordance with the exchange rate law in force in Kenya, notably:

a) Presentation of the commercial Invoice or debit note;

b) Charter Agreement of the Vessel or other equivalent document; and
c) Proof of fulfilment of tax obligations relating to the transaction.

CLAUSE NINE. –AGREEMENT Duration

1. This agreement has a validity of 1 year, and may be renewed for another year, as long as there has been no prior notification of cancellation by the parties received in 60 days prior to the date of termination, or there has been a lack of approval by the competent Kenya authorities, the Vessel's flag country or by IOTC, or else there is an insufficiency of the quota to make viable the sustainable use of the Vessel.
2. Without impairment to what is set forth in the foregoing paragraph, the fishing operations under this agreement may not last longer than 12 months cumulatively in any calendar year, and they may be annually reviewed to adjust them to terms imposed by Kenya law and IOTC Resolution 19/07.

CLAUSE TEN. – RESCISSION OF THE AGREEMENT

This agreement may be immediately rescinded by either one of the parties for just cause, such as:

a) When either one of the parties falls to demonstrate full or partial fulfilment of any of the clauses and conditions established in this agreement, and does not make good or justify such failure in writing within 14 (fourteen) days after receiving notification from the other party;
b) In cases of force majeure;
c) In cases in which the Vessel may become paralyzed for a period greater than 90 (ninety) days due to technical problems;

CLAUSE ELEVEN. – APPLICABLE LAW

This agreement is governed by the Laws of the Republic of Kenya without impairment to application of the provisions of law of the Vessel's flag country concerning the technical operating capacity and seaworthiness of the Vessel.

CLAUSE TWELVE. – DISPUTES

1. Any disputes arising from the Interpretation or execution of this agreement, are initially to be resolved amicably.

2. In the event of exhaustion of efforts at amicable settlement and arbitration methods, the London Court of International Arbitration has competence for dispute resolution, with the explicit understanding that no other entity is capable of resolving the dispute.

CLAUSE THIRTEEN. – GENERAL PROVISIONS

1. The parties undertake to maintain the confidentiality of all Information on or relating to this agreement and its operation, and shall not disclose such Information to third parties that is not required for purposes of auditing or pursuant to any law or with the prior consent of the other party.

2. No amendment to this Agreement shall be effective unless and until it has been set down in writing and signed by the Parties.

3. This Agreement is subject to annual review by both parties prior to the end of the fishing season and may be altered at any time by mutual agreement in writing between the parties.

CLAUSE FOURTEEN. – ALTERATION OF THIS AGREEMENT

1. All alterations to this agreement shall be done in writing as Amendments or addenda that shall constitute an integral part hereof.

2. Neither one of the contracting parties to this agreement may transfer their oblations and rights arising from it to third parties without the written consent of (the other) party.

Dated in Nairobi (Kenya) and Eden Island (Seychelles), this **7th day of September of 2026** in two (2) equal and original copies, of the same content and legal validity, with one (1) copy for the SHIPOWNER and one (1) copy for the CHARTERER.

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IN WITNESS WHEREOF this Agreement has been duly executed by or on behalf of the Parties as of the day and year first above written.

KHITAKHINI LIMITED

SIGNED on behalf of]
Khitakhini Limited]
]
Director: **Bernice Waweru**]
Bnwaweru]
]
28 9 26]
]

BOSIRE GEOFFREY BONYI
ADVOCATE AND COMMISSIONER FOR OATHS
P.O. Box 1984 - 00100, NAIROBI

HARTSWATER LIMITED

SIGNED on behalf of]
Hartswater Limited
]
HARTSWATER LIMITED
]
CEO: **D. Kepa Echevarria Elizondo**]
]
]
]
]
]

Drawn by:

MKA Law LLP
Advocates & Commissioners for oaths
Block C, Suite 23, Upper Hill Gardens
3rd Ngong Avenue
P.O. Box 32308-00600
NAIROBI

BK

Annex 2 - Information Kenya Charter CP

REPUBLIC OF KENYA
KENYA FISHERIES SERVICE
OFFICE OF THE DIRECTOR GENERAL

Email: info@kefs.go.ke
Telephone:2716103
When replying please quote;

SHA Building, 13th Floor
Ragati Road, Upperhill
P.O. Box 48511-00100
NAIROBI

KeFS/LC/VOL.X/(142)

23rd October 2026

Roy Clarisse
Principal Secretary of Fisheries
Ministry of Fisheries, Agriculture, and Blue Economy
2nd floor, Maison Collet, Palm Street
P. O. Box 408
Victoria, Mahé
Republic of Seychelles

Dear Roy,

RE: CHARTERING CONTRACTING PARTY CONSENT FOR CHARTERING SEYCHELLES FLAGGED PURSE SEINE VESSEL FV JAI ALAI

Pursuant to the Indian Ocean Tuna Commission (IOTC) *Resolution 19/07*, the Kenya Fisheries Service (KeFS) on behalf of the Republic of Kenya, authorizes chartering of Seychelles flagged Purse seine Vessel **JAI ALAI** with specifications: **Registration No. 50226; IOTC No. IOTC016019; IRCS S7UK;** and **IMO No. 9733478**; to fish under Charter Agreement, in the Exclusive Economic Zone (EEZ) of the Republic of Kenya being the Chartering Contracting Party and international waters within the IOTC area of competence, having being duly licensed by Kenya Fisheries Service.

Yours Sincerely,

Daisy Muriuki, 'ndc' (K)
DIRECTOR GENERAL

Copy to:

Mr. Paul de Bruyn
Executive Secretary
Indian Ocean Tuna Commission (IOTC) Secretariat
Blend Seychelles Building (2nd floor)
Providence
P. O. Box 1011
Victoria Mahé – SEYCHELLES
Tel: +248 4225494
E-mail: IOTC-Secretariat@fao.org

Mr. Kepha Echevaria
Chief Executive Officer
Hartswater Limited
P. O. Box 117
Victoria, Mahé
Republic of Seychelles

Principal Secretary
State Department for the Blue Economy and Fisheries
14th Floor SHA Building, Ragati Road
NAIROBI

Ag. Director
Capture Fishery
NAIROBI

Deputy Director
Marine and Coastal Regional Office
MOMBASA

REPUBLIC OF KENYA
KENYA FISHERIES SERVICE
OFFICE OF THE DIRECTOR GENERAL

Email: kefs@kilimo.go.ke
Telephone:2716103
When replying please quote;

SHA Building, 13th Floor
RAGATI ROAD
P.O. Box 48511-00100
NAIROBI

KeFS/LC/VOL.X/(141)

23rd October, 2026

Executive Secretary
Indian Ocean Tuna Commission (IOTC) Secretariat
Blend Seychelles Building (2nd floor)
Providence
P. O. Box 1011
Victoria Mahé – SEYCHELLES
Tel: +248 4225494
E-mail: IOTC-Secretariat@fao.org

RE: NOTIFICATION BY CHARTERING CONTRACTING PARTY OF SEYCHELLES FLAGGED PURSE SEINE VESSEL FV JAI ALAI (IOTC017253)

This is in reference to the above subject.

Pursuant to section 131 of the Fisheries Management and Development Act, Cap 378 and article 4.1 of the Indian Ocean Tuna Commission (IOTC) Resolution 19/07, Kenya notifies chartering of the above vessel through a charter agreement between Khitakhini Limited (*Charterer*) and Hartswater Limited (*Shipowner*) for a period of 1 year. The vessel details are as follows:

NAME OF VESSEL	**JAI ALAI**
IMO number	**9733478**
Gross Tonnage (GT)	**2.706 mt**
Net Tonnage (NT)	**836 mt**
MMSI	**664579000**
Hull type	**Fishing Vessel**
Length	**89.30 m**
Width	**14.30 m**
Port of Registry	**PORT VICTORIA, SEYCHELLES**
Year of Construction	**2015**
Call Sign	**S7UK**
Registration No.	**50226**
IOTC No.	**IOTC016019**

In view of the foregoing, we have forwarded the following documents for your further consideration:

1. Signed Charter agreement between the charterer and shipowner;
2. Consent from the Chartering Contracting Party; and

3. Consent from the flag Contracting Party (CP)

Kenya have adopted various measures to implement the provisions of IOTC resolution 19/07 that includes but not limited to: implementing the licensing conditions set out in section 98 (1) of the Fisheries Management and Development Act Cap 378, relevant IOTC resolutions and the conditions spelt out in the Charter Agreement. In addition, the vessel shall be monitored through VMS all the time while it fishes under this Charter Agreement

Daisy Muriuki, 'ndc' (K)
DIRECTOR GENERAL

Copy to:

Roy Clarisse
Principal Secretary of Fisheries
Ministry of Fisheries, Agriculture, and Blue Economy
2nd floor, Maison Collet, Palm Street
P. O. Box 408
Victoria, Mahé
Republic of Seychelles

Mr. Kepha Echevaria
Chief Executive Officer
Hartswater Limited
P. O. Box 117
Victoria, Mahé
Republic of Seychelles

Principal Secretary
State Department for the Blue Economy and Fisheries
14th Floor NHIF Building, Ragati Road
NAIROBI

Ag. Director
Capture Fishery
NAIROBI

Deputy Director
Marine and Coastal Regional Office
MOMBASA

REPUBLIC OF KENYA

REPUBLIC OF KENYA
THE FISHERIES ACT, 2016
KENYA FISHERIES SERVICE

FOREIGN FISHING CRAFT LICENSE

NO. DFCL-N4T75

NAME OF LICENSE PENIEL IMPORT EXPORT LIMITED		**2.PERMANENT ADDRESS OF LICENSEE** UNGA HOUSE 2ND FLOOR, NAIROBI,	
3.NAME AND ADDRESS OF OWNER IF THE ABOVE IS DIFFERENT FROM ABOVE N/A		**4. NAME AND ADDRESS OF AGENT OR LEGAL REPRESENTATIVE IN KENYA** PENIEL IMPORT EXPORT LIMITED	
(5.A) NAME AND ADDRESS OF MASTER OF VESSEL (COPY OF WORK PERMIT TO BE ATTACHED IF NOT KENYAN) ORLANDO J RODRIGUEZ		**(5.B) LIST OF NAMES OF CREW (WITH WORK PERMIT NUMBERS INCASE OF NON-KENYANS TO BE ATTACHED).**	
6.NAME OF VESSEL JAI ALAI	**7.TYPE OF VESSEL** PURSE SEINER	**8. PORT AND COUNTRY OF REGISTRATION** SEYCHELLES	**9. REGISTRATION NUMBER** 50226
10. FISHING CRAFT IDENTIFICATION NUMBER 50226	**11. LENGTH** 45 89.28 Meters	**12. REGISTERED NET TONNAGE** 836 Tons	**13. ENGINE HORSE POWER** 4500
14.RADIO CALL SIGN FURUNO FS-2575	**15. FREQUENCY** 2575	**16. AREA TO BE FISHED** KENYA EEZ & HIGH SEAS	**17. SPECIMEN OF FISH TO BE TAKEN** TUNA
18. TONNAGE OF ALLOWABLE CATCH TBA	**19. REQUIREMENTS CONCERNING DISPOSAL OF INCIDENTAL CATCH** As per NO.3	**20. REPORTING REQUIREMENTS** As per NO.6	**21. AUTHORIZED LANDING PLACES** SEYCHELLES
22. SPECIMEN CONDITIONS FROZEN	**23. PERIOD OF VALIDITY FROM** 23 July, 2026	**TO** 22 July, 2027	**24. FEES PAID** USD 5.0e4
OFFICIAL RECEIPT NUMBER N/A	**25.DATE OF ISSUE** 23 July, 2026		

DIRECTOR - GENERAL



Signature

CONDITIONS OF FOREIGN FISHING VESSELS LICENCE

1. COMPLIANCE WITH ALL THE PROVISIONS OF
    I. LEGAL NOTICE NO.35/91 OF THE FISHERIES ACT XAP378
    II. LAW OF SEA ESPECIALLY UN CONVENTION ON THE CONSERVATION AND MANAGEMENT OF STRADDLING FISH STOCKS AND HIGHLY MIGRATORY FISH STOCK
    III. LEGAL NOTICE NO.35/91 OF THE FISHERIES ACT XAP378
2. NO FISHING WITHIN KENYA'S TERRITORIAL WATERS (12 NAUTICAL MILES) AT ALL TIMES.
3. ALL MARINE MAMMALS INCIDENTALLY CAUGHT MUST BE RETURNED TO SEA AND A REPORT MADE TO DIRECTOR OF FISHERIES.
4. SHOULD REPORT TO THE DIRECTOR OF FISHERIES WHENEVER ENTERING OR LEAVING THE KENYAN EEZ AND SPECIFY THE CARGO ON BOARD TIME AND COORDINATES OF ENTRY OR EXIT.
5. REPORT ANY TRANSSHIPMENTS MADE IN KENYA'S EEZ AND LOCATION FOR AUTHORIZATION.
6. SUBMIT WEEKLY CATCH DATA TO THE DIRECTOR OF FISHERIES IN THE PRESCRIBED FORM IN ACCORDANCE WITH REGULATION 32OF LEGAL NOTICE NO. 35/91.
7. MUST RESPOND TO CALLS MADE BY FISHERIES AUTHORITY OR KENYA NAVY WHENEVER FISHING IN KENYA'S EEZ.
8. COMPLY WITH BOARDING DEMANDS BY AUTHORISED FISHERIES AUTHORITY OR KENYA NAVY WHENEVER DEEMED NECESSARY

Ministry of Fisheries, Agriculture and Blue Economy
2nd Floor, Maison Collet,
Palm Street, P. O. Box 408, Victoria, Mahé Republic of Seychelles
Tel. 248 4672300 Email: rclarisse@gov.sc

Please address all correspondence to the Principal Secretary of Fisheries

Our Ref: PSF/AGREEMENT/50
Date: 25 September 2026

Mr. Kepa Echevarria
Chief Executive Officer
Hartswater Limited
P.O. Box 117
Victoria, Mahe
Seychelles

Director General
Kenya Fisheries Service
29 SEP 2026
RECEIVED
P. O. BOX 48511-00100, NAIROBI

Dear Mr. Echevarria,

RE: Request to enter into a Chartering Agreement with the Madagascar, Kenya and Mozambique

The Ministry of Fisheries, Agriculture and Blue Economy confirms that it has no objection to your request to enter into a chartering agreement with the Madagascar, Kenya and Mozambique for the Seychelles flagged fishing vessels registered by Hartswater Limited pursuant to IOTC Resolution 19/07 on Vessel Chartering in the IOTC Area of Competence.

As such, please provide a copy of the Chartering Agreement for our review. This will enable the Ministry to verify compliance with the requirements Resolution 19/07, particularly the documentation mandated from the Chartering Contracting Party under Paragraph 4.1 (Part IV: Charter notification scheme).

Yours Sincerely,

MINISTRY OF FISHERIES, AGRICULTURE AND BLUE ECONOMY
OFFICIAL
PS - FISHERIES DEPT
REPUBLIC OF SEYCHELLES

Roy Clarisse (Mr.)
Principal Secretary

DEPARTMENT OF FISHERIES
SEYCHELLES

Cc: Mr. Wallace Cosgrow, Principal Minister and Minister for Fisheries, Agriculture and Blue Economy
Dr. Jan Robinson, Chief Executive Officer, Seychelles Fisheries Authority

Ministry of Fisheries, Agriculture and Blue Economy
2nd Floor, Maison Collet
Palm Street, P O Box 408, Victoria, Mahe, Republic of Seychelles
Tel. 248 4672300 Email: rclarisse@gov.sc

Please address all correspondence to the Principal Secretary for Fisheries

Our ref: PSF/IOTC/29
Date: 5 November 2026

Mr. Paul de Bruyn
Executive Secretary
Indian Ocean Tuna Commission
Abis Centre, Providence
PO Box 1011
Seychelles

Dear Mr. de Bruyn,

Re: Vessel Chartering Agreement with Kenya under the IOTC Framework.

In accordance with the Fisheries and Aquaculture Act, 2025 and the applicable IOTC Conservation and Management Measures, including Resolution 19/07 on vessel chartering in the IOTC Area of Competence, Seychelles hereby gives its consent to the chartering agreement with Kenya for the use of one fishing vessel as detailed below.

Vessel Name	**Shipowner**	**Charterer**
JAI ALAI	HARTSWATER LIMITED	KHITAKHINI LIMITED

To implement the chartering agreement, Seychelles will monitor the activities of the chartered vessel through the Vessel Monitoring System (VMS), recording all catches, share relevant data as required with Kenya and ensure that the vessel complies with all applicable IOTC Conservation and Management Measures.

Yours sincerely,

Roy Clarisse (Mr.)
PRINCIPAL SECRETARY

DEPARTMENT OF FISHERIES
SEYCHELLES

Cc: Mrs. Betsy Njagi, Principal Secretary, State Department for Blue Economy and Fisheries, Kenya