

THE SHIPPING LAW  
REVIEW

FOURTH EDITION

**Editors**

George Eddings, Andrew Chamberlain and  
Rebecca Warder

# THE SHIPPING LAW REVIEW

The Shipping Law Review

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# EDITORS' PREFACE

The fourth edition of this book aims to continue to provide those involved in handling shipping disputes in multiple jurisdictions with an overview of the key issues relevant to each jurisdiction. We have again invited contributions on the law of leading maritime nations, including both major flag states and the countries in which most shipping companies are located. We also include chapters on the law of the major shipbuilding centres and a range of other jurisdictions.

As with previous editions, we begin with cross-jurisdictional chapters looking at the latest developments in important areas for the shipping industry: competition and regulatory law, sanctions, ocean logistics, piracy, shipbuilding, ports and terminals and environmental issues. We once again feature marine insurance and examine the significant legislative changes that have come into force since our last edition was produced. A new chapter on offshore shipping is also included, which seeks to demystify the complex contractual relationships within the sector.

Each jurisdictional chapter then gives an overview of the procedures for handling shipping disputes in each country, including arbitration, court litigation and any alternative dispute resolution mechanisms. Jurisdiction, enforcement and limitation periods are all covered. Contributors have summarised the key provisions of local law in relation to shipbuilding contracts, contracts of carriage and cargo claims. We have also asked each author to address limitation of liability, including which parties can limit, which claims are subject to limitation and the circumstances in which the limits can be broken. Ship arrest procedure, which ships may be arrested, any security or counter-security requirements and the potential for wrongful arrest claims are also included.

The authors review the vessel safety regimes in force in each country, along with port state control and the operation of both registration and classification locally. The applicable environmental legislation in each jurisdiction is explained, along with the local rules in respect of collisions, wreck removal, salvage and recycling. Passenger and seafarer rights are also examined, and contributors set out the current position in each jurisdiction. The authors have then looked forward and commented on what they believe are likely to be the most important forthcoming developments in their jurisdictions over the coming year.

The shipping industry continues to be one of the most significant sectors worldwide, with the United Nations estimating that commercial shipping represents around US\$380 billion in terms of global freight rates, amounting to around 5 per cent of global trade overall. More than 90 per cent of the world's freight is still transported by sea. The law of shipping remains as interesting as the sector itself and the contributions to this book once again reflect that.

The current financial climate remains a challenge for the industry, but forward-looking shipping companies are innovating to get ahead. For example, companies are increasingly

using big data to maximise profit, including by making their fleets as fuel-efficient as possible and looking to new technology to reduce costs. There have been interesting developments in relation to direct freight booking with owners via online platforms and the launch of new 'green' maritime tech, which has the potential to cut fuel costs and reduce emissions.

In the past year air emissions control has continued to be significant for the industry. This is expected to continue in the coming year, with confirmation at the IMO's Marine Environment Protection Committee 70 that the new, more stringent limit for fuel sulphur content of 0.5 per cent will come into force from 2020. In June 2017, the IMO's new Working Group on Reduction of GHG Emissions from Ships meets against the background of calls from the European Commission Climate Actions Directorate (ECAD) for the IMO to set a target within 2017 for lower maritime emissions. There is also an ECAD proposal for an EU Emissions Trading Scheme for shipping to be launched by 2023.

Regulatory challenges of other kinds also continue to preoccupy the sector. The Ballast Water Management Convention is in force from 8 September 2017, and it has been estimated compliance could cost the industry in the region of US\$100 billion. In light of the change of US administration, the sanctions landscape is more complex and uncertain than ever before and the change of leadership in the US has also impacted on crewing, with issues for operators with crew members potentially affected by stricter immigration controls.

The UK's projected exit from the European Union is another key development. The UK triggered Article 50 in March 2017, beginning the process to leave the EU in March 2019. There have been concerns about enforcement of English judgments and arbitration awards. However, the majority of shipping contracts globally will almost certainly continue to be governed by English law, as Brexit will not significantly affect enforceability. Arbitration awards will continue to be enforceable under the New York Convention, and it is likely that reciprocal EU–UK enforcement of court judgments may also be agreed.

Since our last edition there have been significant changes to the English law of marine insurance. The Insurance Act 2015 came into force on 12 August 2016 and reformed areas including disclosure by policyholders and their agents, warranties and insurers' remedies for fraudulent claims. The Enterprise Act 2016, in force from May 2017, has now introduced liability for insurers if claims are not paid within reasonable time. These changes have generally been welcomed by policyholders.

We would like to thank all the contributors for their assistance with producing this edition of *The Shipping Law Review*. We hope that this volume will continue to provide a useful source of information for those in the industry handling cross-jurisdictional shipping disputes.

**George Eddings, Andrew Chamberlain and Rebecca Warder**

HFW

London

June 2017

# MOZAMBIQUE

*João Afonso Fialho, José Miguel Oliveira and Miguel Soares Branco*<sup>1</sup>

## I COMMERCIAL OVERVIEW OF THE SHIPPING INDUSTRY

Mozambique has been seen as a promising market for the shipping industry for years. Despite the current economic backdrop, the fact that (1) the government has recently announced its intention to restore debt sustainability, (2) the World Bank has shown its willingness to provide indicative funding of US\$1.7 billion to diversify the economy, and (3) the LNG project in the Rovuma basin, namely in the coral field, is likely to finally begin, have contributed to restore the country's credibility and to attract foreign direct investment.

Over the past five years, Mozambique has seen both its imports and exports increasing, with all that implies for the sector. The majority of the goods are channelled by sea through the ports of Maputo/Matola, Beira, Nacala and Pemba (which mostly serves the oil and gas industry). Investments in existing and new infrastructure are planned (the port of Maputo is expected to see its handling capacity increase to an annual 48 million tonnes by 2033).

The government's plan to set up a Logistic Corridor in Nacala, comprising multiple industry projects in the range of billions of US dollars, is also expected to enhance cabotage, as this corridor will serve to promote the shipment of goods and passengers along the coast of Mozambique.

As to trade partners, Mozambique has solid trading bounds to South Africa and Portugal, respectively for geographic and historical reasons. However, in the past couple of years the country has seen the rise of new players, such as the Netherlands, China, India, Belgium-Luxembourg and Italy, with all it implies in terms of port-calls<sup>1</sup> and shipping-related activities.

## II GENERAL OVERVIEW OF THE LEGISLATIVE FRAMEWORK

The legal framework applicable to the industry is a combination of both domestic laws and international treaties and conventions. Nevertheless, it is important to bear in mind that most of the applicable international conventions governing shipping-related matters were initially ratified by Portugal when Mozambique was still a Portuguese overseas territory. Although Mozambique has not specifically adhered to the same conventions after its independence, as required under the Vienna Convention on Succession of Treaties, it is commonly accepted that such conventions apply in light of Article 71 of the Mozambican Constitution (the

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<sup>1</sup> João Afonso Fialho is a partner, José Miguel Oliveira is a managing associate and Miguel Soares Branco is a senior associate.

version approved immediately after the country's independence), which provided for the survival of any Portuguese laws and regulations in force at the time of independence as long as they do not conflict with the word and spirit of the constitutional provisions.

In terms of domestic law, over the past decade a number of statutes were approved, the most relevant being the Law of the Sea (Law 4/96 of 4 January 1996) and the one that established specialised maritime courts (Law 5/96 of 4 January 1996). Last year a Special Registry for Foreign Vessels providing maritime cabotage was also enacted (Decree 35/2016 of 31 August), and more recently the government announced its intention to control access to the sea through a Sea Strategic Policy and to adopt new regulations on maritime concessions.

### **III FORUM AND JURISDICTION**

#### **i Courts**

With the enactment of Law 5/96, specialised courts in maritime and shipping matters were established in the most important cities of the country such as Maputo, Inhambane, Beira, Quelimane, Nacala and Pemba. These are independent courts exercising jurisdiction over all sort of maritime contracts (from engineering, procurement and construction contracts for vessels to bareboat charters) and disputes.

In general, Mozambican courts will find themselves competent to rule on claims where parties in dispute and the claim itself has a close connection or link to Mozambique.

The general time bar for commercial matters is 20 years, although there are certain cases in which this statutory limitation period is shorter (e.g., general average related claims are time barred after one year and salvage claims are time barred if legal proceedings do not commence within two years following the day on which the salvage operations are concluded or terminated).

#### **ii Arbitration and ADR**

Mozambique adopted the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards and has ratified the 1965 Washington Convention on the Settlement of Investment Disputes between States and Nationals of other States.

The primary source of domestic law relating to arbitration is the Law on Arbitration, Conciliation and Mediation, commonly referred to as LACM (Law 11/99 of 8 July 1999). The LACM governs both international and domestic commercial arbitration, recognises the New York and Washington conventions but applies the rules set out in the Mozambican Code of Civil Procedure for arbitration proceedings. It is worth noting that the LACM does not diverge itself from the UNCITRAL Model Law on International Commercial Arbitration and that it follows the general standards and terms of UNCITRAL Model Law for the conduct of proceedings, tribunal composition and recognition of the award given.

In order to submit a dispute to arbitration, there must be an arbitration agreement (often a clause that is express, valid and enforceable). Such agreement is required to be in written format (in the contract under which the dispute arises or in any correspondence exchanged between the parties).

As a final note, the government of Mozambique created the Centre for Arbitration, Conciliation and Mediation (CAMC) to oversee and promote arbitration, as well as other alternative dispute resolution mechanisms. The CAMC is headquartered in Maputo but also has branches in the cities of Beira and Nampula.



### **iii Enforcement of foreign judgments and arbitral awards**

Mozambican law allows the parties to a contract to agree on a foreign jurisdiction and arbitral tribunal to resolve any conflicts arising under the relevant agreement, unless those conflicts are covered by provisions that, for any reason, are subject to mandatory Mozambican law or jurisdiction.

Article 1094 of the Mozambican Civil Code of Procedure sets out that any judgment or arbitration awarded by a foreign court or arbitration is, as a rule, subject to review and confirmation by the Supreme Court in order to be valid and enforceable locally (obtain the *exequatur*). That is to say, unless a special regime applies, the enforcement of any foreign judgments or arbitral awards in the country is subject to the consideration of Mozambique's highest court.

Considering that Mozambique ratified the New York Convention, courts are *prima facie* to give effect to an arbitration agreement and award rendered in other signatory to the New York Convention. Where the arbitral award was not granted by another contracting state, to be enforceable the award must have previously been reviewed and confirmed by Mozambique's Supreme Court.

## **IV SHIPPING CONTRACTS**

### **i Shipbuilding**

Mozambique does not have specific legislation dealing with shipbuilding contracts. These contracts are often treated as sale and purchase agreements and therefore are subject to the principle of private autonomy of the contracting parties. This means the parties can negotiate the terms and conditions of the contract in accordance with Article 405 of the Mozambican Civil Code. Under the Civil Code, contractual risk and ownership is transferred upon delivery and full payment of the price, unless otherwise agreed.

### **ii Contracts of carriage**

The Hague Rules are applicable in Mozambique. Under the Hague Rules, the carrier is liable with regard to the consignee in relation to the loading, handling, stowage, carriage, custody, care and discharge of such goods. Contracts of carriage are therefore governed by the terms of the Hague Rules and the Mozambican Commercial Code, in the absence of detailed provisions set out in the relevant contract.

It is important to note that if the shipment takes place between two countries party to the Hague Rules (i.e., loading and place of destination) these rules shall apply. However, if the country of destination of the goods is not a signatory to the Hague Rules, then the applicable law would be determined by Mozambican courts in accordance with the principle *lex rei sitae*.

### **iii Cargo claims**

As a general principle, any party to a contract of carriage that holds an interest over the cargo and can demonstrate that it has suffered losses or damages arising out from carrier's actions or omissions is entitled to sue for losses or damages. Taking this into consideration, the rights to sue under a contract of carriage rest with: (1) the shipper and (2) the rightful holder of the bill

of lading. When in the presence of a straight bill of lading, the right to bring a claim remains with the named consignee; with an order bill of lading, only the latest endorsee is eligible to sue; and with a bill of lading to bearer, it is up to the rightful holder at a given moment to sue.

Pursuant to the relevant provisions of the 2005 Commercial Code (Articles 697 et seq.), the consignee is entitled to sue the carrier for losses or damages to the relevant cargo as long as these took place in the period comprised between the date on which the carrier received the goods and the date on which they are delivered to the consignee at the agreed place. The carrier will be held liable unless it can prove, *inter alia*, that the losses or damages being claimed are the result of (1) an action or omission attributable to the shipper or the consignee; (2) the goods being defective/faulty; (3) the goods were not duly assembled/packaged; (3) by reason of change (*caso fortuito*) or force majeure. It should also be pointed out that, if carrier accepted the goods without any reservations, there is a legal presumption that no apparent faults or defects existed at the time.

The above notwithstanding, in general the consignee will not be able to file a claim against the carrier in the terms described above if it receives the cargo and settles payment without making any reservation as to its status. This principle will not apply in the event the carrier acted with wilful misconduct (*dolo*), serious fault (*culpa grave*) or where the faults, defects or losses were not easily visible or detectable at the time of delivery.

Moreover, the carrier can also be held liable before the shipper if, at the time it delivers the cargo to the consignee, it fails to seek reimbursement of the transportation expenses and any debts that the shipper instructed the carrier to recover from the consignee. In this case, the carrier will be held liable for the payment of said unrecovered credits and cannot seek to recover any transportation costs from the consignee.

In addition to the above, rights under a contract of carriage may also be validly transferred to third parties either by way of assignment of contractual position or subrogation in rights (which is typically the case when insurers indemnify cargo interests and then seek reimbursement from the carrier), as long as the relevant rules provided in the Civil Code are met.

#### **iv Limitation of liability**

The LLMC Convention 1976 is not applicable in Mozambique. Conversely, both the 1924 International Convention for the Unification of Certain Rules relating to the Limitation of the Liability of Owners of Seagoing Vessels and the 1957 International Convention relating to the Limitation of the Liability of Owners of Seagoing Vessels are applicable.

In addition to the above conventions, it is also important to consider the limitations arising from the Hague Rules, to the extent applicable.

## **V REMEDIES**

### **i Ship arrest**

The Brussels Convention is applicable in Mozambique. Under the Brussels Convention, any person alleging to have a maritime claim (*fomus bonus iuris*) is entitled to seek the arrest of a ship. A 'maritime claim' is a claim arising out of one or more of the situations named under Article 1.1 of the Brussels Convention.

Outside the scope of the Brussels Convention, i.e., for purposes of obtaining security for an unlisted maritime claim (e.g., arrest for a ship sale claim, unpaid insurance premiums, P&I dues) or to seek the arrest of a vessel sailing under the flag of a non-contracting state,

the claimant must make use of the provisions of the Civil Procedure Code. In this case, and aside from the jurisdiction issue that needs to be properly assessed, in addition to providing evidence of the likelihood of its right or credit (*fomus bonus iuris*), the claimant shall also produce evidence that there is a risk that the debtor or arrestor may remove or conceal the ship (security for the claim) or that the ship may depreciate in such a way that at the time that the final judgment is handed down in the main proceedings the ship is no longer available or has substantially decreased in value (*periculum in mora*).

With the arrest in place, the claimant is required to file the initial claim for the main proceedings of which the injunction will form an integral part within 30 days as of the arrest order. During the proceedings, the parties are free to settle it by agreement and withdraw the claim. If the main claim should be filed with a foreign court, then the Mozambican judge dealing with the arrest application must set out the period within which the claimant must commence proceedings on the merits in the appropriate jurisdiction. The defendant is entitled to post a security before the relevant court in the amount of the claim brought by the claimant and seek for the release of the vessel pending foreclosure and auction.

## **ii Court orders for sale of a vessel**

The arrestor or any interested party can seek the judicial sale of the arrested vessel. In principle, the sale cannot take place during the arrest proceedings, requiring the bringing of new enforcement proceedings.

In a nutshell, with the enforcement application lodged, the court will notify the debtor (owner or charter and other interested parties) to settle the claim or to oppose to the sale. If the debtor fails to pay or if no opposition is timely lodge, the court will order the sale. To that extent, the judge will then decide on how the sale will take place (public auction, private negotiation, sealed bids) and will appoint an auctioneer who will be responsible for the relevant proceedings and arrangements (organising the tender and visits to the vessel, collecting the bids, getting the proceeds of the sale, liaising with court, etc.). The vessel is sold 'as is and where is' and free from any charges or encumbrances. The proceeds arising from the sale of the vessel will be used for paying the claimant or creditors, plus court fees (including auctioneer's fees) and other credits and expenses, such as salvage rewards, master and crew wages, insurance premiums, pilotage and towing expenses.

Lastly, the debtor will have the power to recover the vessel until completion of the judicial sale, provided it deposits the amount being due plus court fees and expenses with the court.

## **VI REGULATION**

### **i Safety**

The National Maritime Institute (INAMAR) is the key institute responsible for maritime safety. INAMAR fulfils a number of different safety functions, including the coordination of protective measures of vessels and sea ports and the supervision (licensing) of compliance with safety regulations for vessels operating within Mozambican waters. INAMAR is also responsible for ensuring that carriers and shipowners operating in the country adopt, adhere to and comply with the international conventions applicable or ratified by Mozambique, such as SOLAS and the International Ship and Port Facility Security Code.

## **ii Port state control**

INAMAR is also responsible for exercising port state control over any foreign vessels. Pursuant to Resolution 9/2012 of 15 March 2012, INAMAR controls all maritime activities in the country and is responsible for:

- a* the coordination, implementation and supervision of compliance with the International Ship and Port Facility Security (ISPS) Code;
- b* the designation of security plans for port facilities;
- c* the assessment of security of Mozambican ships and port facilities;
- d* the certification of vessels; and
- e* the development of regulations to implement the ISPS Code.

Despite being a relatively new institute, and arguably lacking staff with the required security expertise and resources to undertake its regulatory functions, INAMAR has been actively engaging with different stakeholders to improve its supervision duties and control over Mozambican ports and shipping-related activities.

## **iii Registration and classification**

As a rule, the flying of the Mozambican flag is limited to vessels owned by nationals (individuals or legal entities majority-owned by Mozambicans). The above notwithstanding, by means of Decree 35/2016 of 31 August 2016, foreign vessels are also allowed to fly Mozambique's flag (second flag) and perform cabotage activities provided that: (1) the relevant owner associates itself with a Mozambican national or company and sets up a joint venture company in the country (the Mozambican partner must hold a minimum of 35 per cent of the joint venture company's share capital); (2) the vessel to operate in the country does not have more than 10 years; and (3) the vessel's main registry is suspended. Pursuant to Article 3 of said Decree Law, this special registry regime is also applicable to vessels under a bareboat charter.

The registration process is relatively time-consuming and bureaucratic, despite the best efforts from the government in bringing transparency and revamping procedures. In addition, registration is always conditioned to a positive survey by a classification society, which must be carried out in strict liaison with INAMAR and the relevant flag administrations and insurers. At the time being, the number of class societies operating in the country is very limited (Bureau Veritas has a presence), but in view of the growing prospects of the country, there are rumours that other main class societies such as DNV GL and ABS are looking for opportunities, notably in respect to the offshore LNG project.

## **iv Environmental regulation**

The Ministry for Coordination of Environment Affairs is responsible for directing and planning the implementation of the country's environmental policy.

The Environmental Law (Law 20/97 of 1 October) sets out the general provisions pertaining to the protection of the environment and imposes an environmental impact assessment process on companies carrying out activities that may have direct or indirect impact on the environment. In a nutshell, the Environmental Law sets forth the legal basis for a proper management of the environment, cumulatively with the development of the country. It applies to both private and public entities pursuing activities with a potential impact on the environment. Core principles such as the polluter pays principle, rational management and use of the environment and the importance of international co-operation are referred to and integrated in the Environmental Law.

In order to specifically protect marine life and limit pollution resulting from illegal discharges by vessels or from land-based sources along the Mozambican coast, the government enacted the Decree 45/2006 of 30 November 2006. It should be noted that this Decree prevents pollution arising from maritime activity, particularly from oil tankers and VLCC vessels. Considering the prospective gas reserves found offshore of Mozambique, the Decree 45/2006 also details the activities that, because of their potential harm to the environment, fall within the oversight of the maritime authority, such as the loading, offloading and transfer of cargo, tank cleaning and discharge of water waste in the sea. Both statutes are complemented by the conventions and protocols signed by Mozambique, such as the CLC Convention and MARPOL.

**v Collisions, salvage and wrecks**

The following international conventions on collisions are applicable in Mozambique:

- a* the Collision Convention 1910;
- b* the Collision Convention 1952;
- c* the Criminal Collision Convention 1952; and
- d* the Colregs.

These conventions and regulations are supplemented, as the case may be, by domestic statutes, notably on rules of traffic within port area, inland navigation, among others. Under the above 1952 conventions, a claim for collision can be brought before a Mozambican court in any one of the following situations: (1) Mozambique is the only country where the defendant has his or her habitual residence or place of business; (2) Mozambique is the country where arrest of the defendant's vessel has been effected or of any vessel belonging to the defendant which can be lawfully arrested or where arrest could have been effected and bail or other security has been furnished; or (3) collision occurred within the limits of a Mozambican port or within its inland waters.

When there is a collision between a vessel registered under the Mozambican flag and another vessel registered under the flag of a non-contracting state to any of the above conventions and regulations, one must resort to the rules set forth in the Code of Civil Procedure, which provides that the claimant must commence an action before the court of the place where (1) the collision occurred (provided it was in Mozambican territorial waters); (2) the defendant is domiciled; (3) the vessel took refuge; or (4) the vessel called for the first time after collision.

As a general rule, Mozambican courts will rule in favour of compensating any sort of damage resulting from collisions. The claimant must demonstrate the causal link between the damage and the collision. From our experience, the demonstration of the causal link can be problematic as the Mozambican law requires an adequate causal nexus between the action and damage for liability to occur (pursuant to Article 563 of the Civil Code). It should be noted that the concepts of indirect and consequential damage are not clearly distinguished for indemnity purposes. Compensation is only due for those damages that the party would probably not have suffered if the collision did not take place. This excludes consequential and indirect damages. In a nutshell, compensation should cover not only the damages directly caused by the collision but also the advantages the non-defaulting party would have benefited if the collision had not occurred.

Salvage is governed by the 1910 Salvage Convention and, where applicable, the provisions named in the Commercial Code. There is not a mandatory local form of salvage

agreement. There are situations where non-contractual salvage can and must be secured. This is typically the case in imposed relief vessels operations due to oil spills or other dangerous substances causing damages to the environment. Although terms and conditions may be agreed under the specific salvage agreement, Lloyd's standard form of salvage agreement is acceptable.

Mozambique is not a signatory of the Nairobi WRC 2007. The removal of wrecks must therefore be dealt in light of the domestic law, namely the Environmental Law and ancillary statutes and regulations.

#### **vi Passengers' rights**

Mozambique is not a party to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea. Generally, carriage of passengers is governed by the Mozambican Commercial and Civil Codes and the Consumer Law, in addition to the individual terms of the contract of carriage. Carrier's liability is mostly fault-based. In the event of delays, unexpected changes of route, damages or loss of carriage, passengers are entitled to claim compensation for losses and damage caused by an action attributed to the carrier, regardless of its wilful misconduct.

#### **vii Seafarers' rights**

Mozambique ratified the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers. This convention prescribes minimum standards relating to training, certification and watchkeeping for seafarers, which countries are obliged to meet or exceed. As Mozambique did not ratify the Maritime Labour Convention 2006, internally the domestic labour law (Law 23/2007 of 1 August) and ancillary regulations apply on labour matters.

### **VII OUTLOOK**

The shipping industry in Mozambique has growing potential and can develop hand-in-hand with the progress of the major infrastructure projects the government has been actively supporting. The Nacala Logistic Corridor, the LNG project set up for the development of the natural gas discoveries in Offshore Areas 1 and 4 and the favourable central geographic location of the country (well positioned to meet the demands from customers in the Atlantic and in the Asia-Pacific markets) are indicators of the country's potential for shipping and its openness to receive foreign investments. In line with the above, the government has been enacting important domestic legislation to foster the shipping industry and paving the ground for foreign and national investments. The setting up of maritime courts, the creation of an institute exclusively dedicated to regulate and oversee the shipping industry (INAMAR), the opening of cabotage activities to foreign vessels and owners, and the announcement that the government intends to control the access to the sea through a Sea Strategic Policy and to adopt new regulations on maritime concessions, are clear indicators of the government's drive in setting up a consistent legal regime for maritime and shipping activities.

## **JOÃO AFONSO FIALHO**

*VdA*

João Afonso Fialho joined VdA in 2015. He is one of the partners of the projects – infrastructures, energy and natural resources practice group and a member of the oil and gas practice group.

With more than 20 years of practice in the transport sector, his experience in shipping includes the contract of international transport, particularly in what concerns advice to owners, charterers, P&I clubs and port operators, as well as commodities traders and various industry brokers. Advice is rendered in most shipping industry legal matters, with relevance in what concerns the bunkering industry, as well as assistance and salvage at sea, ship arrest, customs and maritime litigation.

João also has an extensive track record with construction contracts and ship acquisition, charter parties, bill of lading, ship finance, mortgage and insurance.

Particular reference should be made to his experience in the specific matters arising from shipping activities associated with the oil and gas cluster – including wreck removal and environmentally sensitive issues.

## **JOSÉ MIGUEL OLIVEIRA**

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José Miguel Oliveira joined VdA in 2015. He is managing associate in the projects – infrastructure, energy and natural resources practice group. He has been actively involved in several transactions, namely in Portugal and Angola, advising clients in sectors such as oil and gas, energy, distribution/wholesale and transport (in particular, shipping and ports).

## **MIGUEL SOARES BRANCO**

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Miguel Soares Branco joined VdA in 2016. He is senior associate in the oil and gas practice group. Miguel has been actively involved in multiple transactions within the petroleum sector, such as production sharing contracts, joint operating agreements, EPC contracts for FPSOs and other service agreements for exploration and production activities. Miguel has also advised on regulatory matters and bidding procedures for the oil and gas industry.

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