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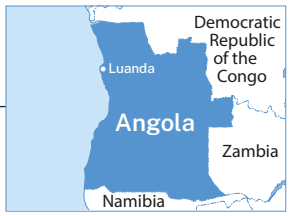
Angola: Law & Practice and Trends & Developments

José Miguel Oliveira, António Caxito Marques, Caio de Mello Ferreira and João Saiago Canjeque
VdA

ANGOLA



Law and Practice

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1. Maritime and Shipping Legislation and Regulation

1.1 Domestic Laws Establishing the Authorities of the Maritime and Shipping Courts

The main domestic laws establishing the powers and authority of the Maritime Court are the Civil Procedure Code and Law No 29/22 of 29 August 2022 ("Law 29/22"), which establishes the principles and general rules on the organisation and functioning of Common Jurisdiction Courts.

Furthermore, Executive Decree No 29/95 of 7 July 1995 creates the Maritime Affairs Chamber (*Sala das Questões Marítimas*), a first-instance special-jurisdiction court with authority over admiralty and maritime claims. The jurisdiction of this chamber is determined by Law 29/22 and Executive Decree No 26/97 of 6 June 1997 ("Executive Decree 26/97"), and includes all matters related to admiralty and shipping law. The rulings provided by the Maritime Affairs Chamber may be appealed to the Court of Appeals.

Experience demonstrates that the most common maritime and shipping claims filed with the Maritime Court relate to collisions and disputes concerning cargo and maritime claims (ship arrests).

1.2 Port State Control

The National Maritime Agency (*Agência Marítima Nacional*, or NMA) is responsible for exercising port state control over all ships, vessels, platforms and seagoing craft calling at, or anchored in, a national port or temporarily deployed at sea in Angolan territorial waters. Under its port state responsibilities, the NMA holds the authority to inspect all vessels operating in Angola and to assess fines for infringements detected.

In this regard, it is worth mentioning that Angola is a member of the International Maritime Organization (IMO), having ratified a number of fundamental resolutions on international ship standards and port state control. Angola is also a member of the Memorandum of Understanding on Port State Control for West and Central African Region.

Moreover, Law No 27/12 of 28 August 2012 (the "Merchant Navy Law", as amended by Law 34/22 of 13 September 2022) is the main domestic statute on port state control, establishing that the NMA may delegate the inspection of foreign vessels to classification societies or other recognised technical organisations that have entered into a statutory delegation of powers agreement with the Angolan state.

The NMA is also the authority responsible for investigating and responding to any maritime casualty,

such as grounding, pollution or wreck removal. In performing its duties, the NMA is assisted by local port authorities and captaincy with jurisdiction over the area in which the casualty took place. Pursuant to the Merchant Navy Law, environmental authorities such as the Ministry of Environment may also be called to act in the event of (eventual) environmental damage and pollution.

1.3 Domestic Legislation Applicable to Ship Registration

The key domestic pieces of legislation applicable to ship registration are the Merchant Navy Law, Decree-Law No 42644 and Decree No 42645, the last two both of 14 November 1959 (as amended), establishing the rules on commercial registry. In accordance with the Merchant Navy Law, all vessels, ships or other maritime craft are eligible for registration in Angola and fly the Angolan flag, provided that previous inspection and certification by the NMA is conducted and cleared, and compliance with age limitations is verified.

The registration of ships in Angola is a two-tiered system, involving a flag registration with the port and maritime authorities (ie, the NMA and the port authority) and a commercial registration with the Commercial Registry.

1.4 Requirements for Ownership of Vessels

The Merchant Navy Law provides that the registration of ships in Angola may be obtained by any natural or legal persons that have their permanent domicile or head office in the country. Under conditions of reciprocity with other countries, natural or legal persons domiciled or having their head offices abroad may also apply for registration of their ships in Angola, provided that they have a local representative in the country. However, the registration of ships engaged in specific activities (eg, cabotage) may be subject to more stringent requirements. Vessels under construction may also be registered, even though their registration will remain provisional until completion of the relevant works and carrying out of the applicable inspections and clearances.

1.5 Temporary Registration of Vessels

Article 35 of the Merchant Navy Law provides that temporary registration of a vessel is allowed for Angolan ship-owners who have a bareboat charter in a foreign vessel. Based on this statute, dual registration is (theoretically) possible for vessels under a bareboat charter and for the duration of the relevant charter-party.

1.6 Registration of Mortgages

The creation of rights in rem (including possession, ownership and security) or of any security interests (including mortgages) in respect of, or related to, vessels sailing under the Angolan flag is subject to mandatory registration with the Commercial Registry and the Central Security Registry. These processes are governed by Law No 11/21 of 22 April 2021 ("Law 11/21"), which governs the creation of rights in rem, and Presidential Decree No 114/21 of 29 April 2021 ("Presidential Decree 114/21"), which created the Central Security Registry, centralising the information on mortgages over vessels, as well as the registration of all ship-related securities.

On the basis of the foregoing, mortgages over vessels registered (or to be registered) in Angola and sailing (or to be sailing) under the Angolan flag must always be governed by the laws of Angola and registered in Angola as a condition of their effectiveness and enforceability against third parties (erga omnes).

Notary Deeds

Prior to – and as a condition for – registration, mortgages encumbering Angolan vessels must be executed by means of a notary deed before a local notary public or a consular office. The documents required for the execution of the notary deed include:

- a commercial registry certificate or equivalent document of the borrower;
- a power of attorney issued to the benefit of the representative(s) of the lender attending and signing the notary deed, on the assumption that the lender is not going to be represented by any of its legal representatives/directors;
- a power of attorney issued to the benefit of the representative(s) of the borrower attending and signing the notary deed, on the assumption that

the borrower is not going to be represented at the notary deed by any of its legal representatives/directors;
- identification documents of the representatives of the parties signing the notary deed;
- certified copies of the loan agreements and/or resolution issued by the relevant corporate body of the lender approving the loans and the underlying terms and conditions of the mortgage, notably the amount of principal plus the amount equivalent to five years of interest;
- a copy of the minutes of the resolution passed by the relevant corporate body of the borrower approving the granting of the mortgages to the benefit of the lender and the underlying terms and conditions, notably the amount of the principal plus the amount corresponding to five years' interest; and
- certificates of ownership of the vessels issued by the NMA and the Commercial Registry Office.

All documents executed or issued outside Angola must be previously legalised before the Ministry of Foreign Affairs (or equivalent), translated into Portuguese and then consularised before the Angolan consulate with jurisdiction over the country where the said documents were issued, as a precondition for being deemed valid, acceptable and enforceable in Angola (Angola is not a party to the Hague Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents).

Registration With the Commercial Registry Office

Once executed, the notary deed must be registered with the Commercial Registry Office. In this respect, the following must be stressed.

- Registration with the Commercial Registry Office is a condition precedent for the effectiveness of mortgages; in other words, pending said registration, mortgages remain ineffective, even inter partes, for all legal purposes.
- Mortgages registered with the Commercial Registry Office remain valid and enforceable for an indefinite period of time, unless:
  (a) the obligation secured is extinguished by performance;
  (b) the mortgaged assets (vessel) are transferred to a third party (in which case, termination of the mortgage will occur 20 years after registration of the transfer of title and five years after the final maturity of the secured obligation); or
  (c) cancellation is authorised by the mortgagee.
- The ranking of security interests or privileges over ships is linked to the order by which said interests or privileges were registered (prior in tempore, potior in iure).

Registrations with the Commercial Registry Office are made by means of:

- the filing of an official form; and
- submission of the relevant supporting documents, including a certified copy of the notary deed.

In addition to this, constitutional documents (deeds, commercial extracts or equivalent documents) of both the mortgagor and mortgagee are usually required by the registrar, although such disclosure is not legally grounded.

Registrations before the Commercial Registry Office may be requested by a legal representative or duly appointed attorney of the mortgagor or the mortgagee, within 90 days of the execution of the notary deed. Failure to file the relevant application within that period may lead to the application of fines, although such fines do not undermine the validity of the registration.

It is worth mentioning that the law sets forth the possibility of securing a provisional registration of a mortgage over a ship before execution of the notary deed. To that end, the mortgagor must file an application with the Commercial Registry Office authorising registration of a mortgage over a given ship in favour of the mortgagee. This (provisional) registration is valid for a term of three months, which is renewable. The priority of the prospective mortgage over other security interests, once the definitive mortgage is created, is ensured by provisional registration, which protects a mortgagee against concurrent mortgagees and allows the execution of a mortgage without the pressure of priority being given in the register to another mortgage, even where created later on.

Upon registration with the Commercial Registry Office, the mortgages must be endorsed in the passports of the vessel(s) (deeds, ownership certificate issued by the NMA). Such endorsement is made for publicity purposes – ie, it is not a condition of the effectiveness/validity of the underlying mortgage or of its enforcement.

1.7 Ship Ownership and Mortgages Registry

The registry of ownership of a vessel is, in theory, public. Any individual may approach the NMA or the Commercial Registry Office in order to obtain information on the ownership of a vessel. Moreover, pursuant to Law 11/21 and Presidential Decree 114/21, the mortgage registry is available to the public and may be consulted by any person upon submission of a consultation request to the Central Security Registry. The consultation request must be submitted in accordance with the form made available on the online platform.

2. Ship Finance and Leasing

2.1 Ship Loan Finance

Angola has a nascent ship finance market, with debt transactions typically led by foreign lenders that apply international ship loan market standards. The Angolan nexus arises primarily at the level of the security package over Angolan-flagged vessels. As a result, the most common transaction structures involve cross-border loan facilities governed by foreign law, combined with local Angolan security instruments to perfect rights over the ship and related receivables.

For ship mortgages on Angolan-flagged and registered vessels, Angolan law is mandatory, and local perfection of the mortgage is essential (please refer to **1.6 Registration of Mortgages** for details on the execution and registration process). Information regarding ship security interests is intended to be centralised in the Central Register of Movable Guarantees (*Central de Registo de Garantias Mobiliárias*) established under Law 11/21 and Presidential Decree 114/21. This register aims to publicise all movable security interests, including those over ships, and serves as the basis for establishing registration priority. However, it is important to note that the Central Register of Movable Guarantees has not yet been fully implemented. As part of Angola's modernisation of the movable security regime, extrajudicial enforcement (appropriation or direct sale) is permitted if expressly agreed by the parties, providing an alternative to judicial enforcement.

In addition to ship mortgages, lenders may seek a comprehensive, international-style security package, including assignments of insurances and material charters/earnings, in line with market practice. Perfection and publicity for these ancillary securities are achieved pursuant to the movable guarantees framework, with registration required for ships and certain receivables.

2.2 Ship Leasing

Angola's ship finance industry remains nascent, with limited transaction volumes and no discernible shift towards leasing. Deals typically take the form of traditional cross-border bank loans under international standards, anchored by Angolan-law ship mortgages. Leasing arrangements, including sale-and-leaseback structures, are not yet common, and many vessel acquisitions are state-led, primarily for public-service ferries and cargo operations.

3. Marine Casualties and Owners' Liability

3.1 International Conventions: Pollution and Wreck Removal

The following international conventions and domestic laws are enforceable in Angola.

Pollution

- The 1969 International Convention Relating to Intervention on the High Seas in Cases of Oil Pollution Casualties, as amended in 1973 and 1991.
- The 1973 International Convention for the Prevention of Pollution from Ships and Annexes I/II, III, IV and V.
- The 1990 International Convention on Oil Pollution Preparedness, Response and Co-operation.
- The 1992 Protocol to amend the 1969 International Convention on Civil Liability for Oil Pollution Damage.

- The 1992 Protocol to amend the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage.
- The 1996 International Convention on Liability and Compensation for Damage in Connection with the Carriage of Hazardous and Noxious Substances by Sea.
- The 1996 Protocol to amend the 1972 Convention on the Prevention of Marine Pollution by Dumping of Wastes and Other Matter, which regulates environmental protection.

In terms of domestic laws, the Merchant Navy Law, Law No 5/98 of 19 June 1998 (the "Environmental Law") and its ancillary regulations, and related statutes must also be taken into account.

Wreck Removals

Wreck removals are governed and dealt with in light of domestic law, namely the Merchant Navy Law, the Environmental Law and ancillary statutes and regulations, as Angola is not a signatory of the Nairobi International Convention on the Removal of Wrecks of 2007.

3.2 International Conventions: Collision and Salvage

The following international conventions and domestic laws are enforceable in Angola.

Collision

- The 1910 Convention for the Unification of Certain Rules of Law with respect to Collisions between Vessels.
- The 1952 International Convention for the Unification of Certain Rules concerning Civil Jurisdiction in Matters of Collision.
- The 1952 International Convention for the Unification of Certain Rules relating to Penal Jurisdiction in Matters of Collision or Other Incidents of Navigation.
- The 1972 International Regulations for Preventing Collisions at Sea, as amended in 1981.

Collision events are also governed by domestic law, notably Article 73 et seq of the Merchant Navy Law and Article 664 et seq of the Commercial Code.

Salvage

Salvage is governed by the International Convention on Maritime Search and Rescue and, on a domestic level, by the provisions of the Merchant Navy Law (Article 81 et seq), the Sea Search and Rescue System Regulation (Presidential Decree No 89/16 of 21 April 2016) and the Commercial Code (Article 676 et seq).

3.3 Convention on Limitation of Liability for Maritime Claims

The 1976 Convention on Limitation of Liability for Maritime Claims has not been ratified by Angola.

However, Angola is a signatory of the 1924 International Convention for the Unification of Certain Rules relating to the Limitation of the Liability of Owners of Sea-Going Vessels and the 1957 International Convention relating to the Limitation of the Liability of Owners of Sea-Going Ships (the "1957 Convention").

Under domestic law, the provisions of the Merchant Navy Law and the Commercial Code are worth noting in this regard. For instance, where collision was caused due to fault or wilful misconduct of the crew, damages will be calculated and shared between the owners pro rata to the severity of each crew's fault. Furthermore, if it is not possible to determine which vessel caused the accident, all intervening vessels shall be jointly liable for damages and losses arising therefrom.

3.4 Vienna Convention on the Law of Treaties

Although Angola did not formally accede to or ratify the Vienna Convention on the Law of Treaties ("Vienna Convention") following its independence from Portugal in 1975, its legal system retained Portuguese legislation that did not conflict with national sovereignty. This principle is enshrined in Article 58 of the Constitutional Law of 11 November 1975 (the First Angolan Constitution), which stated: "All laws and other legal provisions in force at the date of independence shall remain in effect, provided they do not conflict with the Constitution of the People's Republic of Angola and the Angolan revolutionary process." Subsequent amendments to the Constitution have further reinforced this principle. Since Portugal ratified the Vienna Convention in 1969, there is a basis – supported by

numerous legal authors – for arguing that the Convention forms part of the Angolan legal order.

To the best of our knowledge, however, the higher courts have not yet addressed treaty interpretation by reference to Articles 31 and 32 of the Vienna Convention. Nevertheless, prevailing legal scholarship provides a foundation for outlining the interpretative process that should be adopted.

First, the object of interpretation (ie, identifying the applicable legal norms) should be both objective (aiming to discern the mens legis) and contemporaneous (considering the norms within their current context).

The elements of interpretation encompass both literal (the text of the treaty itself) and extra-textual (instruments assisting in achieving the interpretative objective) considerations. The extra-textual elements include the systematic, teleological and historical approaches.

Regarding the systematic element), the treaty's "context" must be taken into account, including, inter alia, the text, preamble, annexes, and any other agreements concluded in connection with the treaty (Article 31 (2)). The teleological element is likewise recognised, requiring interpretation in light of the treaty's object and purpose (Article 31 (1)). The historical element, which encompasses the *travaux préparatoires* and the circumstances surrounding the treaty's conclusion, is considered a supplementary means. The Convention itself assigns a subsidiary role to this element, limiting its use to the instances prescribed in Article 32 (a) and (b).

Beyond these interpretative elements, general principles – such as good faith, the recognition of the implied effects of treaties, and teleological interpretation – must also be observed.

In light of the above, the approach outlined in paragraphs 57 (2), (3) and (4) of the *MSC Mediterranean Shipping Company SA v Conti 11 Container Schiffahrts-GmbH & Co KG MS "MSC Flaminia"* UK Supreme Court decision closely aligns with the method of interpretation likely to be adopted by judicial bodies within the Angolan legal order. By contrast, points (1) and (5), although relevant, might not be appropriately regarded as general constituent elements of the interpretative framework under Angolan law.

3.5 Procedure and Requirements for Establishing a Limitation Fund

Pursuant to the 1957 Convention, the ship-owner or another entitled person can limit its liability by establishing a limitation fund. The limitation fund can be established in any way admitted in the law and is dependent on the filing of an application before the competent court. The application must identify:

- the occurrence and damages;
- the amount of the limitation fund;
- how the fund will be established;
- the amount of the reserve; and
- the known creditors and the amounts of their claims.

The application must be filed along with the vessel's documents (eg, a tonnage certificate) supporting the calculation of the amount of the fund. The calculation of the limitation fund shall be in accordance with Article 3 of the 1957 Convention.

To the best of the authors' knowledge, limitation funds have not been established in Angola. The authors believe that the courts would most likely insist on a cash deposit or local bank letter of guarantee.

3.6 Seafarers' Safety and Owners' Liability

Angola is not a party to the Maritime Labour Convention. Seafarers' rights and safety are generally governed by the Commercial Code, the General Labour Law (Law No 7/15 of 15 June 2015) and the Merchant Navy Law.

4. Cargo Claims

4.1 Bills of Lading

The provisions of the 1924 International Convention for the Unification of Certain Rules of Law relating to Bills of Lading (the "Hague Rules") are applicable in Angola. Angola is not a signatory of the Hague–Visby Rules, the Hamburg Rules or the Rotterdam Rules.

The provisions of the Hague Rules are supplemented by Article 538 et seq of the Commercial Code.

4.2 Title to Sue on a Bill of Lading

As a general rule, the right to sue on a bill of lading assists the shipper, the carrier and the consignee.

4.3 Ship-Owners' Liability and Limitation of Liability for Cargo Damages

In the absence of detailed provisions set out by the parties in the contract, Article 2 of the Hague Rules establishes that the carrier is liable, under every contract of carriage of goods by sea, in relation to the loading, handling, stowage, carriage, custody, care and discharge of such goods.

Nevertheless, Articles 7 and 8 of the Hague Rules, as well as Articles 1 (1), 2 and 3 of the 1957 Convention, establish that the ship-owner may limit its liability in respect of claims arising under specific circumstances (eg, personal or property claims), unless the occurrence resulted from the actual fault or privity of the owner. Limitation of liability requires that a limitation fund has been constituted, as set out by Articles 2 and 3 of the 1957 Convention.

4.4 Misdeclaration of Cargo

Pursuant to Article 3 (5) of the Hague Rules, the shipper shall be deemed to have guaranteed the accuracy of the marks, number, quantity and weight to the carrier, and shall indemnify the carrier against all loss, damages and expenses arising or resulting from such inaccuracies.

To the best of the authors' knowledge, no relevant judgments are available in this respect.

4.5 Time Bar for Filing Claims for Damaged or Lost Cargo

According to the relevant Civil Code provisions, the general time bar for filing contractual claims is 20 years, while the time bar for liability in tort claims is three years. Statutes of limitations cannot be extended, but they can be suspended (Articles 318 to 322) or interrupted (Articles 323 to 327) under specific circumstances (eg, execution of an arbitration agreement, and recognition of the debt).

Still, in this particular case it must be noted that Article 3 (6) of the Hague Rules establishes that the carrier and the ship-owner shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered, this being the time bar to be considered in this particular case.

5. Maritime Liens and Ship Arrests

5.1 Ship Arrests

The 1952 International Convention Relating to the Arrest of Sea-Going Ships (the "Brussels Convention") is applicable in Angola. Outside its scope, the claimant must make use of the provisions of the Civil Procedure Code.

5.2 Maritime Liens

Maritime liens are recognised in Article 578 of the Commercial Code, which specifies the following categories of claims:

(1) court costs incurred in the common interest of the creditors;

(2) remuneration for salvage;

(3) pilotage and towage expenses;

(4) tonnage, lights, anchorage, public health and other harbour dues;

(5) expenses incurred in connection with a vessel's maintenance and storage of her appurtenances;

(6) Master and crew wages;

(7) costs incurred in connection with the operation and repair of the vessel, her appurtenances and equipment;

(8) reimbursement of the price of the cargo that the Master was forced to sell;

(9) insurance premiums;

(10) any unpaid portion of the price due in connection with the purchase of a vessel;

(11) costs incurred in connection with the repair of the vessel, her appurtenances and equipment accruing during the last three years;

(12) unpaid amounts arising from shipbuilding contracts;

(13) outstanding insurance premiums over the vessel, if insurance coverage was taken in total, or over the covered part of her appurtenances not mentioned in (11); and

(14) sums due to shippers in respect of loss or damage to cargo.

Liens mentioned in points (1) to (9) above are understood to refer to those incurred during, and as a cause of, the last voyage.

The term "last voyage" has been interpreted by legal authors and courts in two ways:

- Under a restrictive interpretation, only claims that arise during and become due in connection with the last voyage benefit from the maritime lien. Earlier claims are treated as ordinary debts, with the burden of proof resting on the creditor.
- Under a broader interpretation, the privilege applies to all claims listed under Article 578, regardless of the voyage during which they arose. In this view, the reference to the last voyage serves only to rank the privileged claims, with priority given to the most recent. Indemnities for injuries of crew are foreseen in Article 529 of the Commercial Code and, provided the conditions set out therein are met, are recognised as maritime liens in points (2) and (6) above.

Maritime claims are those set forth in Article 1 (1) of the Brussels Convention, including liabilities resulting from contracts for chartering a vessel, and in respect of which a vessel may be arrested under the terms of the Convention.

5.3 Liability in Personam for Owners or Demise Charterers

It is not required for the owner to be liable in persona for arrest of a vessel to be accepted. Pursuant to Article 3 (4) of the Brussels Convention, if the charterer (and not the registered owner) is liable in respect of a maritime claim relating to a vessel, in the context of a charter by demise of a vessel, the claimant may arrest such vessel or any other vessel in the ownership of the charterer by demise, even though no other vessel in the ownership of the registered owner shall be liable to arrest in respect of such maritime claim. The above-mentioned regime shall apply to any case in which a person other than the registered owner is liable in respect of a maritime claim relating to that vessel.

5.4 Unpaid Bunkers

A bunker supplier may arrest a vessel for unpaid bunkers under Article 1 (1)(k) of the Brussels Convention. Moreover, by reference to Article 3 (4) of the Brussels Convention, it is also defensible that the bunker supplier may seek the arrest of the supplied vessel even where the bunkers were ordered by the charterer and not by the vessel's owners.

5.5 Arresting a Vessel

Powers of Attorney

The original power of attorney should be provided to the court and attached to the arrest application, unless it is not available. In the latter case, it is possible to request leave from the tribunal to submit the original power of attorney at a later stage (a scanned (colour) copy of the original power of attorney being submitted with the application whenever available).

Where issued abroad, powers of attorney are only accepted and enforceable if previously notarised, legalised, translated into Portuguese and, finally, consularised before Angola's embassy or consulate with jurisdiction over the country of their issuance.

Documentation

Regarding the documentation, and even though courts are entitled to the originals, it is common practice to accept scanned copies of these. In addition, documents should be written in Portuguese; otherwise, the parties must submit the documents in their original language, along with their certified Portuguese

translation. However, documents cannot be filed electronically.

Security

Despite the judge being free to decide otherwise, usually no security is required. Whenever the court asks the claimant to provide a security deposit, it will generally correspond to the amount of the claim. The security may be deposited in any form considered acceptable by the court, including cash deposits or bank guarantees.

5.6 Arresting Bunkers and Freight

Bunkers and freight may be arrested, as determined by the relevant Civil Procedure Code provisions. On similar terms as other provisional procedures, the claimant is required to demonstrate the likelihood of its right or credit, and the risk that it will lose security for its credit if the arrest is not ordered.

5.7 Sister-Ship Arrest

Articles 2 and 3 of the Brussels Convention establish that the vessel that originated the maritime claim, as well as any other associated vessel or sister-ship owned by the same person(s), may be arrested by the claimant. However, in disputes regarding the title to, or ownership of, the ship, and disputes between co-owners as to the ownership, possession, employment, earnings, mortgage or hypothecation of a specific ship, associated vessels cannot be arrested.

Outside of the Brussels Convention, sister-ships may only be arrested when the owner is personally liable for the debt.

5.8 Other Ways of Obtaining Attachment Orders

Apart from ship arrest, security may only be obtained when the debtor is personally liable for the claim through the attachment of any other property owned by the debtor.

5.9 Releasing an Arrested Vessel

Pursuant to Article 5 of the Brussels Convention, the vessel must be released upon sufficient bail or other security being furnished, save those arrests in respect of any of the maritime claims regarding disputes as to the title or ownership of the ship, or in disputes between co-owners of the ship as to the possession, employment or earnings of any vessel. In such cases, the court may permit the person in possession of the vessel to continue trading it, upon such person furnishing sufficient bail or other security.

Outside the Brussels Convention, the vessel will also be released if security is provided in the form and amount deemed sufficient by the court.

As previously mentioned, the security may be deposited in any form considered acceptable by the court, including cash deposits or bank guarantees.

Both under and outside the Brussels Convention, the vessel shall also be released:

- upon payment of the debt;
- in the event the main claim is not commenced within 30 days – or a different time period established by the court when the claim is subject to the jurisdiction of a foreign court – from the arrest being ordered, or where the claim has had no developments for a period of more than 30 days for reasons imputable to the creditor;
- where the main claim is definitively dismissed;
- where the main claim is upheld but the debt remains outstanding and the creditor does not initiate enforcement proceedings within six months from the claim being definitively upheld, or where the claim has had no developments for a period of more than 30 days for reasons imputable to the creditor; or
- where the credit ceases to exist.

Although not common, courts have already accepted clubs' letters of indemnity as security.

5.10 Procedure for the Judicial Sale of Arrested Ships

Procedure

Usually, the judicial sale of arrested ships requires that a new enforcement proceeding is initiated by the creditor before the competent court. Once the application is lodged, the court will notify the debtor to settle the claim or offer its opposition, as well as notify any other interested parties, such as secured creditors.

If the sale is ordered, the judge will decide on how it will take place, and then appoint an auctioneer. The vessel is sold "as is and where is" and free from any charges or encumbrances. This notwithstanding, the debtor may still recover the vessel until completion of the judicial sale, provided it deposits the amount being claimed plus court fees and expenses.

Ship Maintenance

Once the vessel is arrested and until it is sold in the enforcement proceedings, an agent appointed by the court will be liable for supervising its maintenance, whenever the Master and their crew are absent or urgent decisions are to be taken.

Claim Priority

The order of priority of claims is established under Article 578 of the Commercial Code, as mentioned in **5.2 Maritime Liens**.

5.11 Insolvency Laws Applied by Maritime Courts

On 10 May 2021, Angola enacted Law No 13/21 ("Law 13/21") on the Legal Framework for Corporate Restructuring and Insolvency. The purpose of Law 13/21 is to regulate:

- the legal regime of extrajudicial and judicial recovery of natural and legal persons in economic distress or "imminent insolvency", provided that the recovery is viable; and
- the legal regime of insolvency proceedings of natural and legal persons.

Pursuant to Law 13/21, once recovery and insolvency proceedings are put in motion, all suits pending against the debtor are suspended, which means that the Maritime Court shall be barred from ordering the arrest or judicial sale of a vessel owned by companies undergoing such proceedings.

5.12 Damages in the Event of Wrongful Arrest of a Vessel

In the event of wrongful arrest of a vessel or where the arrest is lifted for reasons imputable to the applicant, the applicant is liable for the damages caused to the arrestee, provided that the applicant has not acted with normal prudence or due care, as set out by Article 621 of the Civil Code.

6. Passenger Claims

6.1 Laws and Conventions Applicable to the Resolution of Passenger Claims

In addition to the individual terms of the relevant contract, the carriage of passengers is governed in general by Angola's Civil and Commercial Codes and the Consumer Law. Angola has not ratified the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea.

In accordance with the domestic laws, a passenger has the right to be compensated for any losses or damages caused by an action attributed to the carrier, regardless of its wilful misconduct, and for any expenses incurred by the passenger deriving from the delay, interruption or change of route undertaken by the carrier.

The time bar applicable will vary depending on whether the claim arises from a breach of contract, where the general time bar of 20 years applies, or from tort, where a three-year time bar will apply.

Indemnities for personal injury of a passenger are recognised as maritime claims pursuant to Article 1 (b) of the Brussels Convention.

7. Enforcement of Law and Jurisdiction and Arbitration Clauses

7.1 Enforcement of Law and Jurisdiction Clauses Stated in Bills of Lading

Choice of Law Clauses

Notwithstanding the provisions set out by the Brussels Convention or the Hague Rules, the parties may choose the law that governs the obligations arising from a contract (including bills of lading), as established by Article 41 (1) of the Civil Code. However, that choice must correspond to a serious interest of the parties or be connected to a relevant element of the contract (eg, the place where the parties are domi-

ciled or the contract shall be performed), as set out by Article 41 (2).

Jurisdiction Clauses

As a rule, jurisdiction clauses stated in contracts (including bills of lading) are valid and enforceable, as long as they arise from a written agreement, in which the competent jurisdiction is expressly mentioned, as established by Article 99 of the Civil Procedure Code.

Article 5 of Executive Decree 26/97 further establishes that Angolan courts' jurisdiction cannot be excluded in matters of international maritime law that would be within the jurisdiction of Angolan courts in accordance with Angolan domestic law, unless the parties are foreigners and if it is a question regarding an obligation that must be performed in foreign territory and does not relate to assets located, registered or enrolled in Angola.

7.2 Enforcement of Law and Arbitration Clauses Incorporated Into a Bill of Lading

Pursuant to Articles 1 (1) and 3 (1) of Law No 16/03 of 25 July 2003 ("Law 16/03"), an arbitration clause is valid as long as it arises from a written agreement from the parties and concerns a claim of rights that can be disposed of or waived and that is not attributed to the exclusive jurisdiction of Angolan courts.

For choice of law clauses, see **7.1 Enforcement of Law and Jurisdiction Clauses Stated in Bills of Lading**.

7.3 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards

The 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards is applicable in Angola.

With regard to domestic law, Articles 1094 to 1096 of the Civil Procedure Code are applicable to the review and confirmation of foreign judgments. As a rule, any judgment awarded by a foreign court shall be subject to review and confirmation by the Supreme Court in order to be valid and enforceable in Angola.

The following set of requirements must be met for the review and confirmation of a foreign judgment, as set out by Article 1096:

- there are no doubts as to the authenticity of the judgment and the intelligibility of its decision;
- it must have become a final decision (not subject to appeal) according to the law of the country where the judgment was issued;
- it comes from a foreign court whose jurisdiction has not been fraudulently acquired, and it does not concern a matter of exclusive jurisdiction of the Angolan courts;
- there is no case pending or decided before an Angolan court, unless the foreign court has prevented jurisdiction;
- the defendant has been duly summoned to the proceedings, in accordance with the law of the country of the court of origin, and the principles of adversarial proceedings and equality of the parties have been observed; and
- it does not contain a decision whose recognition would lead to a result manifestly incompatible with international public policy or the principles of international private law of Angola.

The enforcement of arbitral awards where the New York Convention is not applicable is regulated in Law 16/03 and in the Civil Procedure Code, and can only be rejected on limited grounds (in addition to those that are also applicable to the enforcement of judicial decisions) as follows:

- the dispute is not arbitrable;
- the award is rendered by an arbitral tribunal with no jurisdiction;
- the arbitration agreement has expired;
- the award lacks the statement of grounds;
- there has been a violation within the proceedings of fundamental principles, and the violation had a decisive influence on the outcome of the dispute;
- the arbitral tribunal has dealt with issues that it should not have dealt with, or has failed to decide issues that it should have decided; or
- where the tribunal decided as amiable compositeur, and the award breaches the principles of public policy of Angolan law.

7.4 Arrest of Vessels Subject to Foreign Arbitration or Jurisdiction

In accordance with Articles 2, 4 and 8 of the Brussels Convention, Angolan courts may order the arrest of a vessel in respect of any maritime claims.

However, pursuant to Article 7 (3) and (4), if the parties have agreed on submitting the dispute to a different jurisdiction or to arbitration, the Angolan court may fix the time within which the claimant should commence the main proceedings. If such proceedings are not brought within the time so fixed, the defendant may apply for the release of the vessel or of the bail or other security.

Outside the scope of the Brussels Convention, Angolan courts will also accept the arrest in respect of claims subject to foreign arbitration or jurisdiction clauses where the vessel is within their territorial jurisdiction.

7.5 Domestic Arbitration Institutes

Currently, there is no domestic arbitration institution that specialises in maritime claims active in Angola. Hence, in such matters general arbitral bodies will be competent, governed by Law 16/03.

7.6 Remedies Where Proceedings Are Commenced in Breach of Foreign Jurisdiction or Arbitration Clauses

In the event of a breach of foreign jurisdiction or arbitration clauses, the defendant must invoke such before the court that lacks jurisdiction and request for the claim to be dismissed.

8. Ship-Owners' Income Tax Relief

8.1 Exemptions or Tax Reliefs on the Income of Ship-Owners' Companies

Companies incorporated in Angola will be subject to the general taxation regime set forth for other companies incorporated or with a permanent establishment in the country – ie, they will be subject to 25% industrial tax on their profits. This notwithstanding, tax benefits and reliefs may be applicable for investment projects submitted under the Private Investment Law (Law No 10/18 of 26 June 2018) regime. Non-resident shipping and airline companies are exempt from industrial tax provided that Angolan companies benefit from the same exemption regime in the jurisdiction of such companies.

9. Implications of Non-Performance, IMO 2020, Trade Sanctions and International Conflict

9.1 Force Majeure and Frustration

If the parties have not included force majeure or hardship clauses in their contract(s), it is particularly important to take into consideration the general Angolan legislation, namely the provisions of the Civil Code regarding abnormal changes in circumstances (Articles 437 and 438) or impossibility of performance of contacts (Articles 790 to 793).

Abnormal Changes in Circumstances

Article 437 applies whenever the circumstances on which the parties based their decision to enter into an agreement have suffered an abnormal change. As a result, the party that has been adversely affected by that change may terminate the agreement or ask for its modification based on equity, provided the party demonstrates that it could not have predicted the event and its consequences and that there is a causal link between the event and the failure to perform.

However, the above-mentioned regime includes very strict requirements in order to be invoked, since it is not enough to demonstrate the difficulty in performing the contract, but rather that the abnormal change is not covered by the risks inherent to the contract, and that requiring the performance of the agreement is contrary to the principles of good faith.

Impossibility of Performance

If the contract becomes impossible to perform, Articles 790 to 793 are applicable, establishing different consequences based on whether the impossibility is total or partial and definitive or temporary.

9.2 Enforcement of the IMO 2020 Rule Limiting the Sulphur Content of Fuel Oil

There is no track record regarding the implementation of the "IMO 2020" rule concerning the limitation

on sulphur content of fuel oil used on board ships in Angola.

This matter was addressed by Presidential Decree No 141/12 of 21 June 2012, which approved the Regulation for the Prevention and Control of the Pollution of National Waters, where it is prescribed that:

- the sulphur content of fuel oil used on board ships must not exceed 4.5% mass by mass (m/m) within ports;
- the sulphur content of fuel oil used on board ships must not exceed 1.5% m/m in inland waters; or
- the ship must have installed an exhaust gas cleaning system duly approved in accordance with the criteria and specifications contained in the international certificates for the prevention of air pollution.

The Ministry of Environment is the authority responsible for supervising and controlling the enforcement of the above-mentioned sulphur content limits.

Given that the implementation of the IMO 2020's sulphur content limits is still pending, no enforcement actions or proceedings/sanctions have taken place or are taking place in this regard.

9.3 Trade Sanctions

The recognition of international trade sanctions in Angola is governed by:

- Law No 5/20 of 27 January 2020, as amended (the Law on the Prevention and Combating of Money Laundering, Terrorist Financing and Proliferation of Weapons of Mass Destruction); and
- Law No 1/12 of 12 January 2012 (the Law on the Designation and Execution of International Legal Acts) and ancillary regulations thereof.

In addition to providing the national legal framework with an adequate system of enforcement of international sanctions imposed by the United Nations Security Council, these statutes also prescribe the terms for the criminal liability resulting from non-compliance with the restrictions imposed by the relevant sanctions.

Accordingly, the National Bank of Angola has approved Notice No 14/20 of 22 June 2020 containing the rules and procedures to be adopted by commercial banks in order to conduct proper KYC and risk assessment analysis in relation to all operations requested by their clients, and to ensure compliance with any applicable international sanctions.

The only record of a sanction imposed on an Angolan entity dates back to 1993 and was imposed by the UN Security Council on the National Union for the Total Independence of Angola (UNITA). The sanctions included the freezing of the group's funds, a ban on the diamonds originating from UNITA-held territory, and an embargo on the sale of arms and petroleum to the group. The sanctions were in force until peace was assured in 2002, in light of UNITA's commitment to continuing the peace process. No legal process was initiated in this regard.

9.4 International Conflict

With regard to the Russia–Ukraine conflict, Angola was initially neutral, abstaining in the first UN General Assembly resolution put to a vote in March 2022 condemning Russia's invasion. However, the Angolan government voted in favour of a UN General Assembly resolution put to a vote in October 2022 condemning the annexation of four regions of Ukraine by Russia. Despite this, no sanctions on Russian individuals and/or entities are currently in place.

Although not immune to potential shocks, notably through rising prices of food and agricultural products, Angola has thus far been resilient to the impact of the war in Ukraine, with no significant implications particularly for maritime law or trade. As far as the authors are aware, Angolan courts are yet to deal with non-performance of obligations related to the war in Ukraine.

US sanctions against Russia, especially after the invasion of Ukraine in 2022, have generated important repercussions on international relations, including between Russia and Angola. The relationship between the two countries is based on historical ties and cooperation in various areas, such as energy, defence and trade. However, US sanctions have had a number of consequences for this relationship.

Despite Russia being affected by these sanctions, Angola continues to maintain trade relations with Russia.

Although it should be borne in mind that Russia is prevented from selling military materiel due to sanctions, co-operation in the military field continues.

10. Additional Maritime or Shipping Issues

10.1 Other Jurisdiction-Specific Shipping and Maritime Issues

There are rumours that the Angolan government is planning to make investments in the fisheries sector more attractive, and that new legislation in this respect may be approved.

Trends and Developments

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VdA

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Angola's maritime sector is of strategic importance due to Angola's extensive Atlantic coastline, which stretches for more than 1,600 km. Since the country's independence in 1975, Angola's economy has evolved, with the maritime sector playing a vital role in trade, transportation and the exploitation of natural resources, especially oil and gas. The country's geographical location facilitates links between Africa and the rest of the world, making Angola a reference point in international trade.

Angola is one of the largest oil producers in Africa, and its maritime industry has been fundamental for the transportation of crude oil and derived products. In addition, the Port of Luanda and other strategic ports, such as Lobito and Cabinda, play a central role in the country's international trade, facilitating imports and exports of various products. The following are among the main trends and developments in the country.

The Port of Luanda

Angola's ports are strategically located along the southern Atlantic coast of Africa, with direct access to shipping routes connecting to the Americas, Europe and Asia.

The Port of Luanda, Angola's capital city, is the largest and busiest port in Angola, handling more than 80% of the country's imports and exports. The port is currently being expanded, with a new container terminal under construction, which is expected to increase the port's handling capacity and boost its competitiveness in the region. The Port of Luanda is Angola's largest logistics platform and the main gateway for goods to and from the country. It has a general cargo terminal, a multipurpose terminal, a container terminal, a support base for oil-related activities, a multi-use terminal, a fuel terminal, and a passenger terminal that connects Luanda, Soyo and Cabinda. The port's management model is Landlord Port, where private entities regulate and oversee the operation of the terminals, which is in turn monitored by Empresa Portuária de Luanda (a public company). Back in 2021, DP World signed a 20-year concession agreement with the government of Angola to operate the multipurpose terminal at the Port of Luanda. Under the concession terms, DP World committed to invest USD190 million over the concession period and use said monies to rehabilitate the existing infrastructure, acquire new equipment and increase the terminal's throughput to 700,000 TEUs/year.

The Port of Lobito and the Corridor of Lobito

The Port of Lobito is the second-largest port in Angola and serves as a significant entry and exit point for imported goods and commodities exports. It is currently undergoing a substantial modernisation process, including expansion and development of its container terminal to handle larger vessels and increase its capacity. Recently, Africa Global Logistics and the Port of Lobito signed a concession contract whereby the latter has agreed to invest EUR100 million to turn

the port into a modern, efficient and competitive port platform capable of contributing to the growth and diversification of the Angolan economy.

The Port of Lobito is intrinsically linked to one of the largest infrastructure projects in Angola (and, the authors would say, currently in Africa), the Corridor of Lobito (*Corredor do Lobito*). The project aims to modernise Angola's rail network and improve the connectivity between the Port of Lobito and landlocked countries, such as the Democratic Republic of Congo and Zambia.

The Corridor of Lobito project includes the rehabilitation and modernisation of the Benguela railway, which runs from the coastal city of Benguela to the border with the Democratic Republic of Congo, passing through Lobito. The railway link will provide a more efficient and cost-effective alternative to road transport, reducing the costs and time of shipping freight and facilitating the export of a wide array of commodities from the region, such as agricultural and mining products. The Corridor of Lobito has seen significant investments from the Angolan government, the African Development Bank and other international financial institutions. The project has already made significant progress, with the rehabilitation of over 1,300 km of railway track and the modernisation of multiple stations along the route. The project is expected to create significant economic benefits, promoting regional trade and stimulating economic growth in Angola and neighbouring countries. It will also help to strengthen Angola's position as a key player in the regional transportation network and improve the competitiveness of the country's ports by expanding their hinterlands.

The most recent projects related to the Corridor of Lobito are better described in the last section of this Trends and Developments article.

Other Ports

The Port of Namibe is another major port in Angola, serving the southern regions of the country and neighbouring countries. It specialises in handling mining, industrial and agricultural products.

Angola also has several smaller ports, including the ports of Cabinda and Soyo, which are crucial for the country's oil industry, given Angola is one of Africa's largest oil exporters. In December 2024, the National Maritime Agency (AMN – *Agência Marítima Nacional*) opened public tenders to entities engaging with the supply of equipment in order to equip and provide with more resources the installations of the captaincy of the port of Soyo. In January 2025, the public contract was awarded to three different companies taking into consideration the financial and technical conditions set out in the public procurement tender.

Despite facing significant challenges, such as operational inefficiencies and a lack of skilled labour and equipment, the Angolan government aims to attract foreign investment in the shipping sector to meet the growing demand for cargo handling and transportation, and increase the competitiveness of its ports in the region.

IMSAS and Abuja MoU Commitments

In November 2025, Angola underwent the International Maritime Organization Member State Audit Scheme (IMSAS), which was conducted under the auspices of the International Maritime Organization (IMO). The primary objective of IMSAS is to promote the consistent and effective implementation of applicable IMO instruments and to assist Member States in enhancing their capabilities, thereby improving overall performance and compliance with the instruments to which they are party.

Ahead of the IMSAS, which took place in the first week of November, Angola undertook a series of preliminary assessments with the classification societies and other industry operators to identify and address potential regulatory and technical gaps. These assessments noted that Angola has not ratified eight of the 16 relevant IMO instruments.

Still in this context, as a preparation for the IMSAS, the Angolan State held, in July 2025, a presentation relating to the achievements, challenges and opportunities to the States that are parties to the memorandum of understanding on Port State Control for West and Central African Region ("Abuja MoU"). During the Abuja MoU meeting, Angola reported that, although it has attended the Port State Control Committee meetings regularly since 2021, it only began conducting

inspections under the Abuja MoU framework in 2025, and it only met its financial contribution in 2012. It is noteworthy that, in the second quarter of 2025, Angola conducted inspections on three vessels, as per the data presented in the Abuja MoU meeting.

Addressing the IMSAS findings will strengthen Angola's maritime governance and support fulfilment of its obligations under the Abuja MoU. Angola's principal objectives are to address incidents involving foreign vessels in its maritime domain, to achieve the 15% inspection commitment for ships calling at its ports, to enhance human capacity development (with particular emphasis on the training and retraining of Port State Control Officers (PSCOs)), to develop harmonised Port State procedures across Abuja MoU member states, and to ratify and/or incorporate all relevant IMO instruments into domestic law.

In support of improved Port State Control practices, the AMN convened a technical workshop addressing PSCO obligations before, during and after inspections of foreign vessels.

Overall, 2025 was a year of restructuring for Angola in respect of its obligations under the IMO instruments. It is expected that the number of inspections of foreign vessels will increase in the coming year, alongside a more robust maritime legal framework to address outstanding IMO instruments, whether by ratification or incorporation into domestic law.

Legislative Developments

In 2025, Angola's Maritime Law experienced several significant developments especially as regards the new AMN fees applicable to the operators in the maritime space of Angola.

The new Joint Executive Decree No 05/25 ("AMN Fees Framework") establishes a new legal regime governing fees and charges levied by the AMN on services provided to "ship operators". The AMN Fees Framework overhauls the previous system governing payments for AMN services. Its scope is wide-ranging, covering all entities that benefit from AMN services, including (i) public, private and mixed entities, as well as (ii) national and foreign vessels, platforms and other floating craft involved in maritime commerce, fishing, extractive industries, scientific research or recreational activities within waters under Angolan jurisdiction.

Among the key modifications, one may note the following.

- Under the previous regime, fees did not differentiate between oil and gas sector activities and other maritime activities. The new framework introduces a clear distinction between these sectors.
- While previous fees were generally assessed by reference to the Tax Correction Unit (UCF – *Unidade de Correcção Fiscal*) [1 UCF = AOA88.00], the current framework expresses fees in "round figures" (all in kwanzas).
- The new regime introduces additional layers of fees, either by creating entirely new fees/tariffs or by segmenting those that were previously grouped. This stratification considers various factors, including the gross tonnage, the nature of the services provided, the personnel involved, the type of operator, and the time taken to deliver a service/time that a vessel remains in Angola.

As a general trend, we could note a significant increase in the amount of the fees applicable to AMN services, mainly due to:

- the shift from UCF-based pricing to kwanza-based pricing;
- the increase in the number of fees/tariffs; and
- the stratification of pre-existing fees.

However, there remains a certain ambiguity regarding the liable party (passive subject) in certain legal-tax relationships established under the new regime.

Given the novelty of this statute, there are still several provisions whose applicability remains unclear to the industry in general. In this regard, on 29 August 2025, the AMN carried out a workshop on the implementation of the AMN Fees Framework. The presentation comprised a number of technical operators from the AMN and some industry representatives, including stakeholders from the oil and gas industry, shipping agents, stevedores, cabotage operators and others.

Maritime Courts

Angola does not have specialised maritime courts. Instead, it has a dedicated chamber for maritime matters within the common courts. However, various voices in the country, including prosecutors and lawyers, have called for not only greater awareness of the existence of the existing maritime chamber within the district courts, which is still unknown to many people, but also for the creation of specialised maritime courts as permitted by Article 176 of the Angolan Constitution.

As Angola seeks to diversify its economy, the shipping sector has emerged as a critical growth area, with the potential to boost the country's economic development significantly. This move towards specialised courts would build trust and confidence in the maritime sector and help to create a more favourable investment climate by providing investors with a specialised platform for resolving maritime disputes. This would also be in line with the overall national strategy for maritime governance, as better analysed in the "IMSAS and Abuja MoU Commitments" section above.

International Co-Operation

In December 2025, the US International Development Finance Corporation (DFC) signed a loan agreement with Lobito Atlantic Railway, the concessionaire of the Lobito Corridor's railway and port. The facility supports the rehabilitation and operation of the brownfield mineral port in Lobito and approximately 1,300 km of brownfield rail line in Angola from Lobito Port to Luau on the Angolan border. DFC's investment – alongside that of the Development Bank of Southern Africa (DBSA) – is expected to increase Lobito's transportation capacity tenfold to 4.6 million metric tons and reduce the cost of transporting critical minerals by up to 30%, thereby facilitating open access to mineral-rich regions in the Democratic Republic of the Congo and Zambia.

This agreement follows the Memorandum of Understanding establishing the US–Angola Trade and Investment Partnership signed in November 2024 and complements other partnerships concluded at the end of 2024, including the PGI Lobito Trans Africa Corridor Summit (aimed at developing the Lobito Corridor and investing in infrastructure to connect the Atlantic and Indian Oceans), the Memorandum of Understanding for Infrastructure Capacity Building between Angola's Ministry of Transportation and the United States Agency for International Development, and the Memorandum of Understanding between Angola's Ministry of Industry and Commerce and the United States Department of Commerce.

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