

SHIPPING REVIEW

GHANA'S AUTHORITATIVE QUARTERLY MARITIME JOURNAL

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STREAMLINING DUTY DRAWBACK PROCESS IN GHANA



The administration of duty drawback, an incentive for boosting exports, continues to be a challenge that threatens the survival of businesses in export trade.

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ADMINISTRATION OF RULES OF ORIGIN FOR TRADE IN GOODS



Local content and origin requirements can therefore lead to investment that otherwise, on solely commercial grounds, might not have been economically justifiable.

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Our Vision

To be a world class service organisation that ensures for Shippers in Ghana, quick, safe and reliable delivery of import and export cargoes by all modes of transport at optimum cost.

Our Mission

To effectively and efficiently protect and promote the interest of shippers' in Ghana's commercial shipping sector in relation to international trade and transport logistics.

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GHANA SHIPPERS' AUTHORITY

DON'T PAY MORE THAN THESE NEGOTIATED RATES

Acting under the auspices of the Ministry of Transport and in accordance with the Ghana Shippers' Authority Regulation, 2012, (L.I. 2190) the Ghana Shippers' Authority has on behalf of Shippers concluded negotiation of charges administered by the Ghana Ports and Harbours Authority and the Terminal Operators as follows:

A. HANDLING CHARGES (CONVENTIONAL CARGO)				C. HANDLING CHARGES (CONTAINERISED- IMPORTS/EXPORTS)				E. STORAGE AND WAREHOUSING CHARGES (RENT)					
				C. HANDLING CHARGES (CONTAINERISED- IMPORTS/EXPORTS)				E. STORAGE AND WAREHOUSING CHARGES (RENT)					
CONVENTIONAL CARGO	SERVICE	IMPORTS Per TONNE GHC	EXPORTS Per TONNE GHC	1.Terminal Handling	SERVICE	IMPORTS Per TEU Stuffed Cont. GHC	EXPORTS Per TEU Stuffed Cont. GHC	1(a). Storage Rent on Imports					
1.Lifts up to 5 Tonnes	-Direct Handling	4.68	3.30	a.Container with General Goods	-Direct Handling	65.52	45.65	Cargo Type	Free Running Days	Chargeable Period/ (GHC)			
	-Indirect Handling	9.36	6.60	b. Container with Dangerous Goods (I)	-Indirect Handling	220.00	113.30			1 st 7Days: Per Day	Next 7 Days: Per Day	Thereafter : Per Day	Measurements
2.Lifts 6 to 10 Tonnes	-Direct Handling	8.19	5.50	c. Container with Dangerous Goods (II)	-Direct Handling	122.27	84.70	-Stuffed Container	7	7.02	13.46	39.78	TEU
	-Indirect Handling	18.72	13.20		-Indirect Handling	305.37	211.20	-Conventional Cargo	7	1.17	1.76	2.93	Tonne
3. Lifts above 10 Tonnes	-Direct Handling	11.70	8.80	2.Stuffing/Un stuffing	SERVICE	IMPORTS Per TEU Stuffed Cont. GHC	EXPORTS Per TEU Stuffed Cont. GHC	-Saloon Cars	7	4.68	7.02	21.06	Unit
	Indirect Handling	27.50	19.25					-Mini Vehicles	7	9.13	14.04	43.29	Unit
B. HANDLING CHARGES (UNPACKED VEHICLES)								-Utility Vehicles	7	13.46	22.23	64.94	Unit
								-Trailers Unit	7	13.46	22.23	64.94	Unit
UNPACKED VEHICLES	SERVICE	IMPORTS Per Unit GHC	EXPORTS Per Unit GHC	a.Container with General Goods	-FLC	241.61	209.00	1(b). Storage Rent on Exports (except sawn Timber, Curls and Logs, which have different rates)					
			Transfer to/from ICDs Per Unit- GHC	-LCL (Groupage)		281.97	243.10	Cargo Type	Running Days	1 st 7 Days: Per Day	Next 7 Days: Per Day	Thereafter : Per Day	Measurements
			IMPORT	-Re-stuffing		361.53	311.85	-Stuffed Container	7	7.02	13.46	39.78	TEU
1.Saloon Car	-Drivable	72.54	50.60	b.Container with Used Engine/Spare parts	-20ft.	774.54	668.25	-Conventional Cargo	7	1.17	1.76	2.93	Tonne
	-Non drivable	108.81	75.90	-Re-stuffing - 20ft		1,161.23	1,001.55	-Saloon Cars	7	4.68	7.02	21.06	Unit
2.Mini Vehicle	- Drivable	163.22	113.30	40ft		1,161.23	1,001.55	-Mini Vehicles	7	9.13	14.04	43.29	Unit
	-Non drivable	244.53	169.40	-FCL		482.63	415.80	-Utility Vehicles	7	13.46	22.23	64.94	Unit
3.Utility Vehicle	- Drivable	226.40	156.75	-LCL (Groupage)		535.86	462.00	-Trailers Unit	7	13.46	22.23	64.94	Unit
	-Non drivable	339.30	234.30	-Re-stuffing		831.29	717.20	2. Dangerous Goods (DG) in Container – Import/Export					
4.Trailer Unit	-Drivable	226.40	156.75	d.Container with Dangerous Goods (II)	-FCL	363.29	313.50	Cargo Type	DG Group	Free Storage Days	Rent Chargeable Period/GHC Per TEU		
	-Non drivable	339.30	234.30	-LCL (Groupage)		405.41	349.80				1 to 5 Days	6 to 10 Days	After 10 Days
5.Motor Bike	-Drivable	27.50	19.25	-Re-stuffing		748.80	645.70	Explosives	I	Nil	28.08	46.80	56.16
	-Non drivable	41.54	29.15	e.Container with Ramped/Hanged Vehicles	-20ft	774.54	668.25	Flammable and Poisonous Gases	I	Nil	21.06	38.61	49.14
HEAD OFFICE				3.Transport to/from ICD	-40ft. Stuffed	1,161.23	1,001.55	Oxidizing Substances And Organic Peroxides	I	Nil	21.06	38.61	49.14
								Radioactive substances	I	Nil	28.08	46.80	56.16
7 TH FLOOR, GHANA SHIPPERS HOUSE				4. Additional Handling (Refer to pg. 56 of GPHA Tariff for this definition)	-Per 20ft. Cont.	118.17	101.75	Flammable Liquids	II	5	16.97	31.01	42.12
NO. 12 CRUICKSHANK STREET				-Per 40ft. Cont.		177.26	153.45	Flammable Gases	II	5	16.97	31.01	42.12
AMBASSADORIAL ENCLAVE, RIDGE, ACCRA				6. Lift-On-Lift-Off of Cont. (Refer to pg. 59 of GPHA Tariff for this definition)	-20ft.	45.05	39.60	Toxic and Infectious Substances	II	5	16.97	31.01	42.12
TEL: 0302 666915-7, 668769. FAX: 0302 668768					-40ft.	90.09	79.20	Corrosive Substances	II	5	16.97	31.01	42.12
EMAIL: info@shippers.org.gh				7. Other Services				Miscellaneous Dangerous Substances And Articles	II	5	16.97	31.01	42.12
WEBSITE: shippers.org.gh				a. Transfer of vehicles at GJT	-Saloon car	52.07	32.45	3. Monitoring Charges – Dangerous Goods in Container – Import/Export					
TEMA					-Mini Vehicle	117.00	80.85	Cargo Type	Per Day/GHC				
5 TH Floor, GPHA Towers					-Utility Vehicle	161.46	128.15			IMPORT		EXPORT	
P M B, Tema					-Trailer Unit	161.46	128.15	-DG GROUP I		5.27		4.95	
Tel: (0) 303 953374-6								-DG GROUP II		3.51		3.30	
Fax: (0) 303 205592								F. DOCUMENTATION AND OTHERS					
E-mail: gsatema@shippers-gh.com								F. DOCUMENTATION AND OTHERS					
KUMASI								DOCUMENTATION AND OTHERS		Per TONNE/ GHC			
4 TH Floor, SSNIT House, Harper Road, Adum.								1. Documentation Charges		IMPORT		EXPORT	
P.O.Box 6604, Kumasi								- Dry Bulk Cargo		1.17		1.10	
Tel: (0) 3220-22533/29751								- Frozen Meat/Fish		1.17		1.10	
Fax: (0) 3220-29751								- Re-marking of Export Timber		5.85		-	
E-mail: gsaksi@shippers-gh.com								D. TRANSFER OF HEAVY-DUTY EQUIPMENT TO/FROM ICDs					
SHIPPER COMPLIANTS & SUPPORT UNIT								TRANSFER OF HEAVY-DUTY EQUIPMENT TO/FROM ICDs		IMPORTS Per Unit GHC		EXPORTS Per Unit GHC	
Paga Border								-Moved on Low Loaders		585.00		396.00	
Tel: (0) 26 3603290								-Moved on their Own Wheels		118.17		83.60	
Toll Free: 0800 30005								E. STORAGE AND WAREHOUSING CHARGES (RENT)					
								E. STORAGE AND WAREHOUSING CHARGES (RENT)		Chargeable Period/ (GHC)			
								1(a). Storage Rent on Imports					
								Cargo Type	Free Running Days	1 st 7Days: Per Day	Next 7 Days: Per Day	Thereafter : Per Day	Measurements
								-Stuffed Container	7	7.02	13.46	39.78	TEU
								-Conventional Cargo	7	1.17	1.76	2.93	Tonne
								-Saloon Cars	7	4.68	7.02	21.06	Unit
								-Mini Vehicles	7	9.13	14.04	43.29	Unit
								-Utility Vehicles	7	13.46	22.23	64.94	Unit
								-Trailers Unit	7	13.46	22.23	64.94	Unit
								1(b). Storage Rent on Exports (except sawn Timber, Curls and Logs, which have different rates)					
								Cargo Type	Running Days	1 st 7 Days: Per Day	Next 7 Days: Per Day	Thereafter : Per Day	Measurements
								-Stuffed Container	7	7.02	13.46	39.78	TEU
								-Conventional Cargo	7	1.17	1.76	2.93	Tonne
								-Saloon Cars	7	4.68	7.02	21.06	Unit
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								-Utility Vehicles	7	13.46	22.23	64.94	Unit
								-Trailers Unit	7	13.46	22.23	64.94	Unit
								2. Dangerous Goods (DG) in Container – Import/Export					
								Cargo Type	DG Group	Free Storage Days	1 to 5 Days	6 to 10 Days	After 10 Days
								Explosives	I	Nil	28.08	46.80	56.16
								Flammable and Poisonous Gases	I	Nil	21.06	38.61	49.14
								Oxidizing Substances And Organic Peroxides	I	Nil	21.06	38.61	49.14
								Radioactive substances	I	Nil	28.08	46.80	56.16
								Flammable Liquids	II	5	16.97	31.01	42.12
								Flammable Gases	II	5	16.97	31.01	42.12
								Toxic and Infectious Substances	II	5	16.97	31.01	42.12
								Corrosive Substances	II	5	16.97	31.01	42.12
								Miscellaneous Dangerous Substances And Articles	II	5	16.97	31.01	42.12
								3. Monitoring Charges – Dangerous Goods in Container – Import/Export					
								Cargo Type	Per Day/GHC				
										IMPORT		EXPORT	
								-DG GROUP I		5.27		4.95	
								-DG GROUP II		3.51		3.30	
								F. DOCUMENTATION AND OTHERS					
								F. DOCUMENTATION AND OTHERS					
								DOCUMENTATION AND OTHERS		Per TONNE/ GHC			
								1. Documentation Charges		IMPORT		EXPORT	
								- Dry Bulk Cargo		1.17		1.10	
								- Frozen Meat/Fish		1.17		1.10	
								- Re-marking of Export Timber		5.85		-	
								D. TRANSFER OF HEAVY-DUTY EQUIPMENT TO/FROM ICDs					
								TRANSFER OF HEAVY-DUTY EQUIPMENT TO/FROM ICDs		IMPORTS Per Unit GHC		EXPORTS Per Unit GHC	
								-Moved on Low Loaders		585.00		396.00	
								-Moved on their Own Wheels		118.17		83.60	
								E. STORAGE AND WAREHOUSING CHARGES (RENT)					
								E. STORAGE AND WAREHOUSING CHARGES (RENT)		Chargeable Period/ (GHC)			
								1(a). Storage Rent on Imports					
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								-Trailers Unit	7	13.46	22.23	64.94	Unit
								1(b). Storage Rent on Exports (except sawn Timber, Curls and Logs, which have different rates)					
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								-DG GROUP II		3.51		3.30	
								F. DOCUMENTATION AND OTHERS					
								F. DOCUMENTATION AND OTHERS					
								DOCUMENTATION AND OTHERS		Per TONNE/ GHC			
								1. Documentation Charges		IMPORT		EXPORT	
								- Dry Bulk Cargo		1.17		1.10	
								- Frozen Meat/Fish		1.17		1.10	
								- Re-marking of Export Timber		5.85		-	



STREAMLINING DUTY DRAWBACK PROCESS IN GHANA

INTRODUCTION

The Duty Drawback Scheme (DDS) enables exporting companies to obtain a refund of Customs duty paid on imported goods where those goods will have undergone production, mixing, assembling, or packing and then exported to a foreign port. Only the person who is the legal owner of the goods at the time the goods are exported, or a person to whom this right has been assigned, is eligible to make a claim for duty drawback.

According to the Revised Kyoto Convention, the term “drawback” means the amount of import duties and taxes repaid under the drawback procedure. It is the refund of import duties and taxes paid on imported materials (goods) that are used as inputs in the manufacture of goods, which are then exported.

It provides manufactured goods exporters with imported material inputs at world prices in order to increase their profitability, while maintaining the protection for domestic industries that compete with imports.

In Ghana, the Duty Drawback Scheme was established in 1993 to enhance the international competitiveness of Ghana's private sector, particularly importers and exporters, and to provide manufacturers with an incentive to produce goods for exports. However, its introduction has been fraught with several operational and bureaucratic bottlenecks and in several instances, drawback claims were never realized.

STUDY

A research collaboration was undertaken by the Ghana National Chamber of Commerce (GNCC),

Association of Ghana Industries (AGI) and Ghana Institute of Freight Forwarders (GIFF) with support from the Business Advocacy Challenge (BUSAC) fund to address the problem. The study sought to assess the state of duty drawback implementation and provide empirical evidence of the regulatory and operational challenges for advocacy action towards a sustainable and competitive private sector.

Among other objectives, the study sought to assess the impact of duty drawback on the manufacturing sector and importers and exporters in general and to provide key recommendations/guidance to the GNCC and the other stakeholders on how to engage the duty bearers to initiate the required reforms.

FRAMEWORK

In Ghana, the Customs Excise and

Preventive Management Act (P.N.D.C Law 330, 1993) and the Customs Regulations, 1976 (L.I. 1060) underscore the duty drawback regime while the Customs Act, 2015 (Act 891) prescribes the Drawback, the requirement and eligibility.

By Ghana Revenue Authority's (GRA) Regulations, a drawback entails the refund on import duties after the importer re-exports previously imported products. This definition ensures that even if no technical transformation takes place with the imported material, once there is a re-export of the imported commodity, the importer is entitled to a refund of the duties and taxes paid.

A drawback is due when there is ample evidence that the goods have duly been re-exported. To claim a duty drawback, a claimant is required to provide documentary proof endorsed by the Customs Division of GRA as evidence of re-export.

The documents required include:

- certified copies of the import documents;
- import duty payment receipts, drawback debenture form (Form C3);
- container and sealed number;
- export documents and statement of composition form (C2A) if it is a material drawback.

Additionally, claimants must attach their copy of the Import Bills of Entry and Bill of Lading or Airway bill. Processing of claims for refunds is required to take a maximum of five (5) working days. After that, Government has to pay the duty drawback to exporters through an escrow account established with

the Bank of Ghana. Exporters have 12 months beginning from the date of the first export within which the duty drawback can be claimed. However, exporters are advised by GRA to put in their claims on quarterly basis.

The administration of the duty drawback scheme rests on the following institutions:

- Ghana Revenue Authority (GRA),
- Ministry of Finance (MoF), and
- Ministry of Trade and Industry (MoTI)

However, each of the institutions has specific responsibilities which it must discharge by law.

Challenges with the Duty Drawback Regime

The administration of duty drawback, an incentive for boosting exports, continues to be a challenge that threatens the survival of businesses in export trade. For instance, only a third of companies which applied for the facility received their refunds, according to a study conducted by the Ghana National Chamber of Commerce (GNCC).

This leaves the majority of Applicants (about 70 per cent) still having their funds locked up with the government, a condition which starves them of liquidity.

Most manufacturers and business owners do not have a prior knowledge about the laws and regulations governing the duty drawback regime. For instance, they do not know which of the imported goods would be processed as re-exports and on which drawback could be claimed (Article 16, LI 1060). Out of the 33 sampled import and export

businesses who have applied for duty drawback in the past 24 months, 33% have not yet been refunded and 18% have received just partial refund. However, 48% have successfully received refund, although delays and frustrations were encountered in some cases.

The insufficiency of funds in the escrow account from which drawbacks are paid hampers the effective implementation of the duty drawback scheme. In the 2015 budget, it was noted that the escrow account has been increased to up to 4% of total duty collection to be used for tax refunds. Yet, businesses are still owed quite large sums of money.

The drawback has been increased to up to 6% of total duty collection. Advocacy actions should be intensified to reduce the bottlenecks and cumbersome nature of administrative procedures. About 71% of 33 exporters are owed duty drawback. According to the study, the government owed an average of GH¢456,289 per company. The highest amount owed to a business is about GH¢1.7 million while the minimum amount is Gh¢500.

Delays and complex nature of procedures also pose challenges to the duty drawback process. Claimants usually relinquish their sole copies of official import documents, creating serious difficulties for subsequent company record-keeping. The documents they require are already kept on file at Customs and so it is unclear why exporters must relinquish their copies. The procedural problems with duty drawbacks have made it necessary for companies to employ special drawback consultants, adding further to the costs of exporting from Ghana.



The length of time it takes businesses to access a refund on the Duty Drawback not only poses a challenge but discourages claimants from commencing the process in the first place. On the average the length of time it takes to get a refund according to the study is 10 months. It takes a maximum period of about three (3) years to get refund, while it takes a minimum period of five (5) months to get refund.

Some Negative Impact of the Duty Drawback Mechanism

- Reduces total revenue
- Drains the company's financial resources
- Depreciation of value of money in the long run
- Reduces company's profit
- Locks up working capital
- Serves as a disincentive when the refund delays
- Slows down business operations

Stakeholders' Opinions on Improving the Duty Drawback Mechanism

- Timely payment to ensure smooth business operation and increase in revenue generated;
- Need for reformation to ensure quick refunding;
- Application for refund

should be done electronically;

- Government should increase the percentage set aside for drawback;
- Procedure for eligibility should be restructured to include every importer and exporter;
- There must be room for compensation due to delays in repayment of refund (payment of interest);
- GRA must be empowered to pay refunds directly through its internally generated funds;
- A special fund must be set aside to pay duty drawback promptly;
- Process must be decentralized;
- Adequate number of Customs officers must be put together to work on the drawback process;
- Drawback must be handled by an independent body;
- Drawback should be paid with import duty credits.

RECOMMENDATIONS

1. The relevant Ministries and Government Agencies must work in tandem to ensure policy coherence.
2. Government must take a holistic view of the policies, laws and regulations needed to create a mutually reinforcing framework

that fosters competitiveness and a business-friendly environment. The policies, laws and regulations should be reviewed to work together in tandem to achieve the expected impact on the export sector;

3. For the reform process to strike the right balance among various interests, government must secure the buy-in of all stakeholders, especially from the private sector;

4. GRA must continue its ongoing efforts to modernize and improve the organization, especially its efforts at making electronic data entry obligatory.

5. GRA should make effort to clarify the composition of duties that are claimable as drawback. Also, clarify how drawback is calculated;

6. The Ministry of Finance as a supervisory body must also ensure compliance of procedures, with timely refunds of duty drawback to traders;

7. As an alternative arrangement, the GRA may arrange with the Bank of Ghana to advance overdraft facilities and/or credit notes to offset accruals/arrears in drawback to exporters;

8. Regulators should create a window for the processing of relevant Customs forms required for making applications electronically. Moving the administration of the duty drawback facility to the GCNet platform will greatly enhance access to import and export declarations for verification purposes and reduce transaction costs;

9. GRA should simplify the document requirements to ensure rapid disbursement of funds for the payment of claims. Duty drawback

refunds could be calculated and processed within two weeks if an additional module is attached to the Customs Management/Trade Net system.

10. The Ministry of Finance should be ready to provide funds to Customs for prompt payment of claims should the need arise. Funds

should be available to ensure prompt payment of claims. The GRA must publicise a clear description of the procedures that will be followed with all the information requirements and clear instructions on how to complete the required documents.

11. In addition, the coalition should engage the Ministry of Finance and

GRA to institute interest mechanism to compensate for any delays in the release of the duty drawback to exporters.

(The write-up is an excerpt of a presentation on Duty Drawback by Mr. Mark Badu-Aboagye, the Chief Executive of the GNCC at Akroma Hotel in Takoradi on 28th July. 2016)



Mr Mark Badu-Aboagye, third in the front row, CEO of the GNCC; next to him is the President of the Chamber Nana Dr. Appiagyeyi Dankawoso I and some members of the Chamber in Takoradi



GHANA SHIPPERS' AUTHORITY

DON'T PAY MORE THAN THESE NEGOTIATED RATES

In accordance with the Ghana Shippers' Authority Regulation, 2012, (L.I.2190) which mandates the Authority to negotiate charges with Service Providers on behalf of shippers, the Authority has successfully engaged Clearing Agents and Freight Forwarders and have agreed on the following charges:

Professional Fees of Clearing Agents/Freight Forwarders for the Sea Ports

SERVICE	AGREED MAXIMUM CHARGE
1. GENERAL CARGO	GHC
i. Conventional Minimum charge up to 100 metric tons e.g. Steel products, plates, drums, etc	415.80
Any metric ton thereafter	2.21
ii. Bagged e.g. Sugar, Flour, Rice, etc. per metric ton	1.36
2. VEHICLES	GHC
i. Saloon Cars	567.00
ii. Commercial Vehicles (Mini Buses, Vans, 3 Seater Estates etc)	816.00
iii. Trailers, Trucks, Buses etc	1,020.60
iv. Motor Bikes etc	181.44
v. Earth Moving Equipments eg. Excavators, Bulldozers, Dumpers	1,360.80
Unstuffing Vehicles in Containers attracts an extra charge of:	151.20/20" 302.40/40"
3. CONTAINERISED CARGO	GHC
i. 1 X 20"	907.20
ii. 1 X 40"	1,209.60
iii. Part container goods up to 5 metric tons	362.88
iv. Any metric ton thereafter	45.36
4. SPECIAL SERVICES (Documentation)	GHC
The Bulk or Containerised or Vehicle charge applies + a processing fee as shown below:	
i. Warehousing	264.60
ii. Ex-Warehousing	264.60
iii. Bond to Bond	378.00
iv. CCVR Processing	189.00/BL
v. CCVR Petition	141.75/petition
vi. Clearance Permit	283.50
vii. Pre Entry (KIA)	283.50
viii. Dangerous Goods	567.00/TEU
ix. Permits & Licenses from MDA - Electronic	47.25
Manual	94.50
x. Exemption Coordination (pre - exempt)	300.00
5. FORMS/SERVICE	CHARGE/FEEs
Import Declaration Step 1 Incomplete	
(a) Pro forma Step 2	5.00
(b) With Final Shipping Document complete	5.00
(c) Delivery Order	As per Shipping Agent
Terminal Handling Charges	As per terminal operator
Dangerous Goods Surcharge	GHC17.01

Deconsolidation (At The Golden Jubilee Terminal)

SERVICE	AGREED MAXIMUM CHARGE
GOODS IN CONTAINER	GHC/Rate
Maximum cost of a 20' container (20' container = 28cbm)	2,200.00 with a rate of 125.00 per cubic meter
Maximum cost of a 40' container (40' container = 56cbm)	4,000.00 with a rate of 215.00 per cubic meter (56cbm)
NOTE:	
Maximum cost of a 40' container with 3 vehicles = GHC 4,500.00 with a rate of GHC1,500.00/saloon car and GHC 1,800.00/SUV	
Maximum cost of a 40' with 5 cars = GHC 4,900.00 with a rate of GHC 1000.00/saloon car and GHC 1,250.00/SUV	

Deconsolidation (At Own CFS)

THC FOR GENERAL GOODS	AGREED MAXIMUM CHARGE
VOLUME	THC RATE IN GHC
0 – 1.0cbm / 0 – 99kgs	466.57
1.1 – 2.0cbm / 100 – 199kgs	631.12
2.1 – 3.0cbm / 200 – 300kgs	757.34
3.1 – 4.0cbm / 301 – 400kgs	852.01
4.1 – 5.0cbm / 401 – 500kgs	978.23
5.1 – 6.0cbm / 501 – 800kgs	1,041.34
6.1 – 7.0cbm / 801 – 1000kgs	1,104.46
7.1 – 8.0cbm / 1001 – 1300kgs	1,199.12
8.1 – 9.0cbm / 1301 – 1500kgs	1,228.43
9.1 – 10cbm / 1501 – 1700kgs	1,296.05
Any cbm thereafter	58.80

Professional Fees of Clearing Agents/Freight Forwarders for Aflao and Elubo

SERVICE	AGREED MAXIMUM CHARGE
CUSTOMS CLEARANCE CHARGES	GHC
Articulated Truck	945.00
Cargo Truck Load	756.00
Saloon Cars Import	756.00
Van and Bus Import	756.00
20' Footer Container	567.00
40' Footer Container	945.00
TRANSIT	CFA
Saloon Car	378,000.00
Van	472,500.00
Articulated Trucks	567,000.00
Cargo Trucks	472,500.00
Articulated Load	945,000.00
Cargo Truck Load	567,000.00
EXPORT	GHC
Articulated and Cargo Trucks	378.00
Dangerous Goods	661.50/ Transaction

NOTE:

A consignee or importer who opts for pre-financing from an Agent, interest rate shall be agreed between the consignee / importer and the Agent.

Professional Fees of Clearing Agents/Freight Forwarders for K.I.A

SERVICE	AGREED MAXIMUM CHARGE
PERSONAL EFFECTS (IN KILOS)	GHC
01 – 20	137.20
21 – 40	148.40
41 – 60	156.80
61 – 80	159.60
81 – 100	184.80
101 – 150	299.60
151 – 200	315.00
201 – 300	333.20
301 – 400	362.60
401 – 500	400.40
COMMERCIAL GOODS (IN KILOS)	GHC
01 – 20	184.38
21 – 40	193.90
41 – 60	212.80
61 – 80	238.14
81 – 100	373.94
101 – 150	379.33
151 – 200	391.02
201 – 300	432.88
301 – 400	466.76
401 – 500	492.80
Cargoes in excess of 500 kilograms attract GHC0.50 per additional kilogram	
OTHER CHARGES	GHC
Human Remains	420.00
Saloon Cars (per vehicle)	350.00
Commercial Vehicles (Mini Bus)	420.00
Motor Cycle (per unit)	210.00
Dangerous Goods per air way bill	560.00

De-Consolidation

SERVICES	AGREED MAXIMUM CHARGE
AIR FREIGHT DE-CONSOLIDATION CHARGES (IN KILOS)	US\$
1 – 20	56.00
21 – 40	64.40
41 – 70	77.00
71 – 110	84.00
111 – 210	98.00
211 – 260	114.80
261 – 310	144.20
311 – 400	176.40
401 – 500	200.20

NOTE: Extra kilo above 500kg attracts USD 0.35 per kilo. The above is to be converted into GHC at the prevailing rate. The weight or cubic meter, whichever is higher shall be applied.

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SHIPPER COMPLAINTS & SUPPORT UN ITS

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Mobile: + 233 (0) 26 3603290

Toll Free: 0800 30005

- The agreed rates are for the year 2016.
- Charges exclude VAT and NHIL.
- Shippers should insist on receipts for every payment.

IN CASE OF ANY CHALLENGES PLEASE CONTACT THE GHANA SHIPPERS' AUTHORITY THROUGH ANY OF THE CONTACTS PROVIDED HEREIN ➡



ADMINISTRATION OF RULES OF ORIGIN FOR TRADE IN GOODS

INTRODUCTION

Rules of origin have become a very prominent feature of today's international trading system and various regional trade agreements are being negotiated across the globe.

The Kyoto Convention (Annex K, Chapter 1, Rules of Origin) under E2/F3 defines rules of origin as follows: "Rules of origin" means the specific provisions, developed from principles established by national or international agreements ("origin criteria"), applied by a country to determine the origin of goods;

The concept of origin, relates to the identification of the rules and regulations used for the determination of the country of origin in trade in goods. "Goods" are defined to be all those commodities which are classifiable under the Harmonized System (HS).

The reason why countries want to determine the origin of goods can be traced to the existence of differentiated restrictions on international trade. Rules of origin would not be necessary in a completely open world economy since all commodities would be treated in the same way regardless of their origin. Even in a system where trade-restrictive measures would be applied on a non-discriminatory basis, it would not be necessary to know the origin of a commodity since the measures would be applied across board for all countries in the same way.

In reality however, countries do not apply the same trade policy measures towards all other countries in international trade of goods, with the consequence that there must be various legal or administrative requirements to be fulfilled for implementing the

different trade policy measures according to the different origin of goods, such as different levying of import duties, allocating quotas, imposing anti-dumping duties or applying safeguard measures etc.

For the customs clearance of goods, it is therefore necessary to determine the "nationality" of the goods, i.e. to ascertain the country of origin of imported products. After the classification of a commodity into the Harmonized System and the determination of its value, the determination of the country of origin is the third key element in customs clearance procedures. The laws, regulations and administrative rulings applied by governments to determine the country of origin are called "Rules of Origin".

Scope of Application of Rules of Origin

The Kyoto Convention does not address the issue of an internationally agreed definition on how to determine the origin of a good. Attempts to reach an internationally agreed definition on how to determine the origin of a good were undertaken under the more recent World Trade Organization Agreement(WTO) on Rules of Origin which was negotiated during the Uruguay Round of multilateral trade negotiations and which is contained in the multilateral legal framework of the WTO. In this Agreement, the WTO members try to pave the way for a more internationally accepted definition on how to determine rules of origin for non-preferential purposes. For that reason, the WTO Agreement on Rules of Origin distinguished between two types of rules of origin:

- Non-Preferential Rules of Origin; and
- Preferential Rules of Origin.

Non-preferential Rules of Origin

Article 1 of the WTO Agreement on Rules of Origin defines "Non-Preferential Rules of Origin" as "those laws, regulations and administrative determinations of general application applied by any WTO member to determine the country of origin of goods provided such rules of origin are not related to contractual or autonomous trade regimes leading to the granting of tariff preferences going beyond the application of paragraph 1 of Article 1 of GATT 1994 (Most-Favoured-Nation Clause).

The non-preferential rules of origin are used for the implementation of an array of trade policy measures which are listed under paragraph 2 of Article 1 of the WTO Agreement on Rules of Origin:

- Application of Most-Favored-Nation Treatment;
- Anti-Dumping and Countervailing Duties;
- Safeguard Measures;
- Origin Marking Requirements;
- Quantitative Restrictions or Tariff Quotas;
- Government Procurement; and
- Trade Statistics.

Non-Preferential Rules of Origin are used to determine the country of origin of goods when it comes to the application of the above-mentioned trade policy instruments. For the time being, each country is free to implement and apply its own set of non-preferential rules of origin provisions. The probative value of non-preferential origin is not guaranteed since each country applies its own legislation for non-preferential rules of origin which may well be different from those of another country.

Preferential rules of origin

Preferential rules of origin are those laws, regulations and administrative determinations of general application applied by any WTO member to determine whether goods qualify for preferential treatment under contractual or autonomous trade regimes leading to the granting of tariff preferences going beyond the application of paragraph 1 of Article 1 of GATT 1994 which is the most favoured-nation clause.

Preferential rules of origin respond to specific trade interests between the partners of a free trade area and they reflect their specific trade interests. Preferential rules of origin are therefore patterned after the economic interests of the partners with the result that preferential rules of origin are unavoidably individualistic and

differ from agreement to agreement.

As part of preferential trade agreements, preferential rules of origin are designated to ensure that free trade agreements and trade preference programmes benefit only the intended countries of a given free trade agreement.

Role of Rules of Origin

The basic role of Rules of Origin is the determination of the economic nationality as opposed to the geographical nationality of a given good. There are several mandatory legal or administrative requirements to observe when goods are traded on the international market. This is necessary for the implementation of various trade policy instruments such as imposing import duties, allocating quotas or for the collection of trade statistics.

The determination of the country of origin is the last step in the customs clearance procedures, the first steps being the classification of the goods and the determination of the value of the goods. The classification and valuation are important *per se* for the customs clearance, but these are also the basic tools for the determination of the country of origin of goods in the sense that the rules of origin are product-specific rules linked to specific HS codes, and that in order to assess if value added rules are fulfilled, the composition of the customs value is needed.

Objectives and principles of the Agreement on Rules of Origin

The objectives and principles of the Agreement on Rules of Origin are:

- To develop clear and predictable rules of origin
- To facilitate the flow of international trade not to

create unnecessary obstacles to trade

- Not to nullify nor impair the rights of Members under GATT 1994
- To provide transparency of laws, regulations, and practices regarding rules of origin
- To ensure that rules of origin are prepared and applied in an impartial, transparent, predictable, consistent and neutral manner
- To make available a consultation mechanism and procedures for the speedy, effective and equitable resolution of disputes arising under the Agreement.

RULES OF ORIGIN AND TRADE POLICY

The rules of origin are used as an important trade measure. They do not constitute a trade instrument by themselves and are not to be used to pursue trade objectives directly or indirectly or as a policy measure. The rules of origin are used to address different commercial policy instruments and they can be used to attain specific purposes of national or international policies. There might be consequent potential for abuse. It is therefore useful to identify the different types of discriminatory trade measures where an origin determination is required:

- Measures designed to correct “unfair trade” (e.g. imposition of anti-dumping or countervailing duties against imported products causing material injury to domestic industry)
- Measures designed to protect local industry (e.g. safeguard measures to

protect against an unforeseen increase of imported products causing serious injury to a specific domestic industry)

- Measures designed to give preference to products from developing countries or from beneficiary countries in regional co-operation agreements (e.g. GSP schemes, Free Trade Agreements or Customs Unions)
- To administer “buy national” policies (e.g. discriminatory government procurement procedures and practices for adjusting balance of payment with specific countries)
- To control access to the domestic market by foreign exporters (e.g. discriminatory quantitative restrictions which are imposed as a result of safeguard measures, or tariff quotas which are allocated to supplying countries of specific products such as textiles)
- To implement environmental or sanitary measures (e.g. preventing the import of contaminated foodstuff or plants from a specific country, preventing the import of nuclear and hazardous material and their waste)
- To ensure national security or political policy (e.g. control of trade in strategic weapons or specific products for which sanctions are applied).

ECONOMIC CONSEQUENCES OF RULES OF ORIGIN

1. International Trade Effects

- Allocation of Resources: From an economic point of

view, it is assumed that by minimizing restrictions, free trade (i.e. liberalism) will produce an economically efficient allocation of resources. According to the free trade assumption based on the comparative advantage, protective impediments will produce a less efficient outcome in trade.

- Trial of correction against already distorted market: If “unfair trade” (e.g., dumped or subsidized goods) is distorting the market so that the result is not an efficient distribution of production and trade according to the comparative advantage, discriminatory counter-action may be justified. In this case, strictly defined origin requirements can reinforce the measures designed to correct this market.

2. Effects to investment

- *Artificial encouragement for inward investment:* Restrictive origin and anti-circumvention regulations can affect investment flows since they might lead to excessive investments in the territories of major importers to satisfy local content requirements either deriving from an undertaking to the host government or to meet the origin criteria. Inward investment assistance and other forms of artificial encouragement that lead to import substitution can have further economically inefficient consequences. The resultant lack of competition from more

efficiently manufactured imported products and disappearance of the previous local competitors tend to price these products out of their markets.

▪ *Resulting in over-investment:*

By segmenting markets and establishing production capacity in each of them, global capacity can outstrip the total demand, and under-utilization of individual plants can reduce or even negate the benefits that can be expected from economic advantages of scale.

Local content and origin requirements can therefore lead to investment that otherwise, on solely commercial grounds, might not have been economically justifiable.

3. **Effects to Industrial structure:**

▪ *Localisation of the final stage of production:*

In industries that depend on exports and where origin is considered important for the product being manufactured, a bias toward the stage of production that is emphasized in relevant origin rules might occur.

If it is assumed that the current rules of origin are predominantly based on the criteria of substantial transformation (especially, change in tariff classification), rules of origin prefer the stage of final production to that of intermediate production which essentially represents component production.

▪ *Less resources on Research and Development:*

If it is assumed that research and development are mainly related to the first stage of production and increasingly technology is built into components rather than being an element in the final manufacturing stage, research and development, technology and capital investment could be regarded as less important factors than the substantial transformation of the products concerned.

Rules of Origin Can be a Barrier to Trade

Rules are often extremely complex and technical: Rules of Origin therefore present the dual challenge of being frequently difficult to interpret and at the same time prescribing origin configurations that may be geared more towards the industrial interests of host countries rather than those of the intended beneficiaries or trading partners. An example would be Rules of Origin prescribing that a specific input material of a finished product must be sourced locally in order to provide that product with 'originating' status.

Absence of the relevant local production capacity for such inputs would effectively render certain locally-produced finished goods (despite being covered by the trade agreement) ineligible for preferential market access.

SCOPE OF APPLICATION OF RULES OF ORIGIN

Non-preferential rules of origin are not related to contractual or autonomous trade regimes leading to the granting of tariff preferences. They are used in

application.

▪ *Most-favoured Nation treatment (MFN):* In the WTO most-favoured nation means that each member country has to treat all its fellow member countries equally; whether rich or poor; weak or strong. If one member country grants a special favour (such as lower duty rate for an imported product) to another member, that favour will also have to be granted to all other members in the WTO so that they all "equally-favoured".

▪ *Anti-dumping and countervailing duties:* Article VI of the GATT provides for the right of contracting parties to apply anti-dumping measures, i.e. measures against imports of a product at an export price below its normal value (usually below the price of the product in the domestic market of the exporting country) if such dumped imports cause injury to a domestic industry on the territory of the importing contracting party.

▪ *Safeguard measure:* Article XIX of the GATT 1994 allows a Member to take a safeguard action to protect a specific domestic industry from an unforeseen increase in imports of any product which is causing, or which is likely to cause, serious injury to the industry. The safeguard measure should be applied only to the extent necessary to prevent or remedy serious injury and to facilitate adjustment.

▪ *Origin marking requirements:* Article IX of

GATT 1994 stipulates that contracting parties shall co-operate with each other with a view to preventing the use of trade names in such manner as to misrepresent the true origin of a product, to the detriment of such distinctive regional or geographical names of products of the territory of a contracting party as are protected by its legislation.

- *Discriminatory quantitative restrictions or tariff quotas:* Quantitative restrictions imposed as a result of safeguard measures should normally not reduce the quantities of imports below the normal average for the last three representative years for which statistics are available.
- *Government procurement:* Procurement of products and services by government agencies for their own purposes represents an important share of total government expenditure.
- *Trade Statistic:* in the field of international trade there are links between customs and statistical aspects. It is for this reason that in most countries, the primary data used for the preparation of international trade statistics are taken from customs import or export documents, which means that the data are based on the nation.

ORIGIN CRITERIA

There are two basic criteria to determine the country of origin of goods. These are:

- Wholly obtained criterion, and
- Substantial/sufficient transformation criterion.



Wholly-obtained goods

Wholly-obtained goods are: goods naturally occurring; or live animals born and raised in a given country; or plants harvested in a given country; or minerals extracted or taken in a single country. The definition of wholly-obtained also covers goods produced from wholly-obtained goods alone or scrap and waste derived from manufacturing or processing operations or from consumption.

Substantial/sufficient transformation

There are three major criteria to express a substantial/sufficient transformation:

- a. *A criterion of a change in tariff classification*
A good is considered substantially transformed when the good is classified in a heading or sub-heading (depending on the exact rule) different from all non-originating materials used.
- b. *A criterion of value added (ad valorem percentages)*
Regardless a change in its classification, a good is considered substantially transformed when the value added to a good increases up to a specified level expressed by ad valorem percentage. The value added criterion can be expressed in two ways, namely a maximum

allowance for non-originating materials or a minimum requirement of domestic content.

- c. *A criterion of manufacturing or processing operations (technical requirement)*
Regardless a change in its classification, a good is considered substantially transformed when the good has undergone specified manufacturing or processing operations.

IMPLEMENTING RULES OF ORIGIN IN THE ECOWAS SUB-REGION

The Economic Community of West African States (ECOWAS) is a regional group of fifteen countries, and was founded in 1975 (Lagos Treaty). Its mission is to promote economic integration in all fields of economic activity, particularly industry, transport, telecommunication, energy, agriculture, natural resources, commerce, monetary and financial questions, social and cultural matters etc.

It is also expected to promote co-operation and integration, leading to the establishment of an economic union in West Africa in order to raise the living standards of its peoples, and to maintain and enhance economic stability, foster relations among Member States and contribute to the progress and development of the African Continent.

Rules of Origin of Community Goods

a) Goods shall be considered to have originated from Member States if:

- i. They have been wholly produced in Member States in accordance with the provision of Article 3 of ECOWAS Protocol A/P1/1/03; and
- ii. They have been produced in member states but contain raw materials which were wholly obtained from Member States provided that such materials have undergone operations and processes that confer Community origin as defined in Article 4 of the Protocol.

b) Originating products consisting of materials wholly produced or sufficiently transformed in one or several Member states shall be considered as products originating from the member states in which the last processing or transformation took place, inasmuch as the processing or transformation carried out there exceeds the processing and transformation defined in the Protocol.

- (In other words, for the purpose of defining the concept of originating products, the territories of the ECOWAS are considered as one territory. This means that if a manufacturer in an ECOWAS State uses materials from one or more other ECOWAS States, the materials are treated no differently from those obtained in the ECOWAS State in which it manufactures its products).

Operations and processes conferring origin

For industrial products, the criteria for conferring origin are

- 1) A change in tariff heading or
- 2) 30% value addition: at least 30% of the ex-factory price

Goods Wholly Produced in ECOWAS Member States

The following products shall be regarded as wholly produced in the Member States:

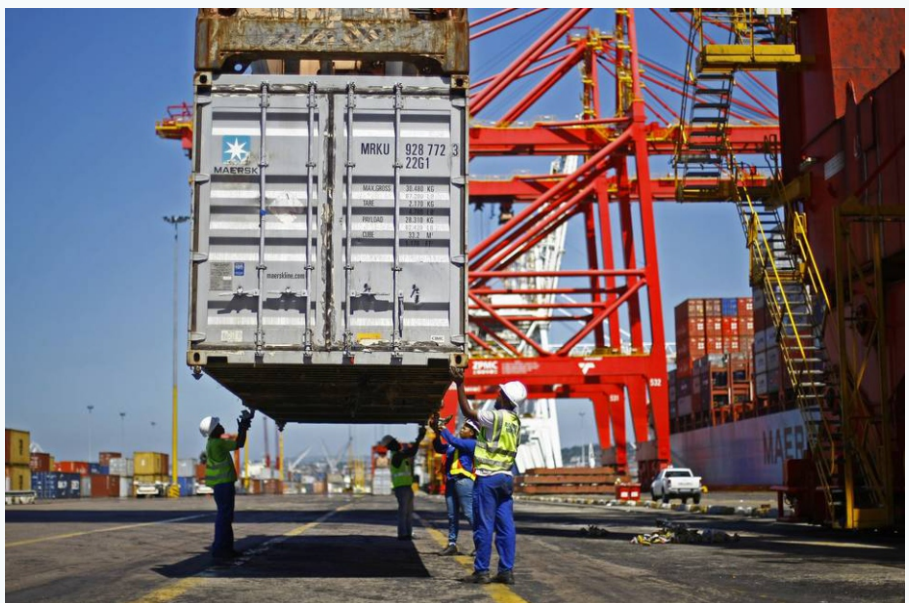
- i. Live animals born and raised within the Member States;
- ii. Mineral products extracted from the ground, sub-soil or seabed of Member States;
- iii. Vegetable products harvested within Member States;
- iv. Products obtained from animal living or Member States;
- v. Product obtained by hunting or fishing within Member states;
- vi. Products obtained from the sea, river and lakes within Member States by vessels belonging to the Member States;
- vii. Products manufactured aboard ship factories belonging to Member States exclusively from products referred to in paragraph (vi) above;
- viii. Used articles fit only for the recovery of raw materials,

provided that such articles have been collected from users within Member States;

- ix. Scraps and waste resulting from manufacturing operations within Member States;
- x. Goods produced from the materials listed in paragraphs (ii) to (ix) above, used alone or mixed with other materials, provided that they represent at least 60% of the total quantity of raw materials used; and
- xi. Electrical energy produced in the Member States.

Re-Exportation of Non Originating Products within ECOWAS

Goods transformed within the framework of economic or suspense Customs regimes or certain special regimes involving the suspension, or partial or total exemption from Customs duties on inputs, shall in no case be considered as originating products. For example, Free Zone products, in-bond manufactured goods and goods produced from inputs that have enjoyed concession such as under Chapter 98 of the Tariff.



Proof of Origin

A certificate of origin, stating the conditions set out in the Protocol and issued by the accredited authorities in the Member states, shall be deemed to be proof of origin. However, a Certificate of Origin shall not be required for agricultural and livestock products as well as hand-made articles produced with or without the use of tools, instruments or implements directly by the craftsman.

ECOWAS Trade Liberalisation Scheme (ETLS) Approval Procedure

- The enterprise sends its completed Application Form and all supporting documents to the Ministry responsible for ETLS matters in the country concerned.
- The Ministry sends completed Application Forms to Members of the National Approvals Committee (specially set up to scrutinize ETLS applications).
- The Committee holds a series of meetings and discussions to examine all ETLS applications brought

before it at the time.

- Approvals or disapprovals are then recommended.
- The report of the Committee recommending approvals and disapprovals is submitted to the responsible Ministry.
- The Ministry sends the report and dossiers on the recommended approvals to the ECOWAS Commission.
- The ECOWAS Commission reassesses the applications
- If satisfied with the NAC's approvals, the ECOWAS Commission sends out notification letters to all Member States informing them of the newly-approved enterprises and products.

Registration of Enterprise

- Enterprises whose products have been approved shall be issued a seven-digit registration number.
- The first three digits shall represent the country's geographical code as defined by the United Nations;
- The four subsequent digit

represent the position of the enterprise within the Member States according to numerical order.

Composition of the National Approval Committee (NAC)

The National Approvals Committee is responsible for screening applications and the making of recommendations thereon to the designated authority of the Member State concerned.

The members of the National Approvals Committee shall be the representatives of the Ministry of Trade, Ministry of Industry, Ministry of Finance (Department of Customs), the ECOWAS National Unit (or Ministry of Integration), the National Chambers of Commerce and Industry and all such structures or institutions as may be deemed appropriate.

In Ghana, the NAC is composed of the Ministry of Trade and Industry (MOTI), Ministry of Foreign Affairs (ECOWAS Desk), Ministry of Finance, Customs Division of GRA, Ghana Chamber of Commerce and Industry, Export Promotion Authority and Ghana Standard Authority. The Committee is

presided by representatives of MOTI.

Certificate of Origin

After the notification letters are sent out, approved enterprises obtain the Certificates of Origin for their approved products from their responsible Ministries.

(The write-up is an excerpt of presentations at a Training Programme on Rules of Origin organised by the Ministry of Trade and Industry on 24th June, 2016 at the Best Western Atlantic Hotel, Takoradi)





MARITIME TRADE REVIEW (January-June 2016)

1.0 OVERVIEW

The world's largest economy, China, continues to recover from lackluster economic recession since the beginning of the year 2016. In the first half of 2016, the volume of foreign trade, exports and imports decreased compared to the previous year whilst showing signs of quarter-on-quarter recovery. In the first quarter of 2016, according to China Customs statistics, the volume of exports and imports decreased by 6.9%. In the second quarter of 2016, the volume of exports and imports increased by 0.1%. Thus the size of decline narrowed by 7.2 percentage points as compared to the previous quarter (1st quarter 2016). Indeed, China's performance affects partners around world, including Ghana.

Another global development during the review period was the Brexit (UK leaving the European

Union). Maritime industry experts are not certain about what effect the Brexit would have on the container shipping market as the UK market represents about only 5 million TEUs out of a global total of 185 million TEUs. Shippers and other industry players can only wait to see how the Brexit would affect shipping in general.

It is also on record that freight rates have tumbled, especially along the major shipping routes of Asia-North America and Asia-North Europe. Unfortunately, freight rates to and from Africa have not experienced these low rates. Surprisingly, as a way of shoring up their returns, shipping lines are trying to introduce new charges at destination ports in Africa as "Terminal Handling Charges". This development is creating a lot of anxiety in the shipping industry in West and Central Africa, as some shippers and business associations are vehemently resisting the new

charge. Shippers in West Africa, particularly Ghana, have always paid an all-in freight charge. It is therefore surprising that an attempt would be made to decouple the stevedoring costs from the freight and charge it as Terminal Handling Charge (THC) at destination, when there is no corresponding reduction in the ocean freight. This is tantamount to a double charge for the same service.

In Ghana, the recovery in seaborne trade volumes continued into the 2nd quarter of 2016, culminating in an increase of 10.6% for the first half [Jan-Jun] (H1) 2016 over the same period in 2015.

2.0 COMPARISON OF CARGO THROUGHPUT OF Q2 2016 AND Q2 2015

Cargo throughput for the 2nd quarter (Q2) 2016 increased by 9.5% compared to the same period of

2015 (i.e. Q2 2015). Total import and export trade volume in Q2 2016 increased by 10.3% compared to Q2

2015. However, total transit/transshipment trade volume in Q2 2016 decreased by 4.5% over

Q2 2015. See Table 1 for details.

Table 1 SUMMARY COMPARISON OF GHANA'S CARGO THROUGHPUT (Apr-Jun) 2016 AND 2015			
TRADE TYPE	Apr-Jun (Q2) 2016 (mt)	Apr-Jun (Q2) 2015 (mt)	CHANGE
TOTAL IMPORT & EXPORT	4,718,437	4,277,374	10.3%
TOTAL TRANSIT/TRANSH.	246,614	258,302	-4.5%
CARGO THROUGHPUT	4,965,051	4,535,676	9.5%

3.0 PORTS SHARE OF CARGO THROUGHPUT FOR FIRST HALF (JANUARY – JUNE) 2016

Cargo throughput for the seaports of Ghana (i.e. Tema and Takoradi) for the first half (H1) of 2016 was

9.75 million metric tons (mt). Cargo throughput for the Port of Tema was 7.35 million mt representing 75.4% of the total whilst the Port of Takoradi recorded 2.39 million mt, representing 24.6% of the total seaborne trade.

Transit/Transshipment imports amounted to 482,112 mt whilst transit/transshipment exports recorded 36,664mt. Table 2 below shows the summary performance for the review period.

Table 2. SUMMARY OF GHANA'S SEABORNE TRADE (in mt) (JAN- JUN 2016)					
PORT	IMPORT (mt)	TRANSIT/ TRANSHIP. IMPORT (mt)	*EXPORT (mt)	TRANSIT/ TRANSHIP. EXPORT (mt)	TOTAL (mt)
TEMA	5,838,995	475,344	1,003,379	36,664	7,354,382
TAKORADI	862,913	6,768	1,527,845	0	2,397,526
TOTAL	6,701,908	482,112	2,531,224	36,664	9,751,908

* Exports exclude Ghana's crude oil exports

4.0 COMPARISON OF CARGO THROUGHPUTS H1 2016 AND H1 2015

Table 3 below shows the summary of seaborne trade comparison

between the first half (H1) of 2016 and 2015.

Cargo throughput for the review period (H1 2016) increased by 10.6% compared to the same period of 2015 (H1 2015). Total import and

export trade volume in H1 2016 increased by 11.5% compared to H1 2015. Total transit/transshipment trade volume for H1 2016 decreased by 2.5% over H1 2015.

**Table 3 SUMMARY COMPARISON OF GHANA'S CARGO THROUGHPUT
(Jan –Jun) 2016 AND 2015**

TRADE TYPE	Jan-Jun (H1) 2016 (mt)	Jan-Jun (H1) 2015 (mt)	CHANGE
TOTAL IMPORT & EXPORT	9,233,152.00	8,278,079.05	11.5%
TOTAL TRANSIT/TRANSH.	518,776.00	532,133.00	-2.5%
CARGO THROUGHPUT	9,751,908.00	8,810,212.05	10.6%

5.0 COMPARISON OF GHANA'S SEABORNE TRADE H1 2016 AND H1 2015 PER CARGO TYPE

5.1 IMPORT TRADE

Total imports for the review period (H1 2016) was 6.7 million mt. This

comprised 2.4million mt of Liner cargo, 986,671mt of Break bulk, 1,445,815mt of Dry bulk cargo and 1,845,518mt of Liquid bulk imports. In Table 4 below, it can be seen that imports for H1 2016 increased by 9.3% over H1 2015. For the trade

types, there was a decline in Liner imports by 6.2%. Break bulk imports increased by 2.1%, Dry bulk imports increased by 6.5% and Liquid bulk imports also increased by 51.5%.

Table 4 COMPARISON OF GHANA'S SEABORNE TRADE PER CARGO TYPE

TRADE TYPE	Jan-Jun (H1) 2016 (mt)	Jan-Jun (H1) 2015 (mt)	Change
IMPORT:			
Liner	2,427,905.00	2,590,858.00	-6.2%
Break Bulk	982,671.00	962,215.00	2.1%
Dry Bulk	1,445,815.00	1,357,075.05	6.5%
Liquid Bulk	1,845,518.00	1,217,867.00	51.5%
TOTAL IMPORT	6,701,908.00	6,128,015.05	9.3%
EXPORT:			
Liner	824,350.00	792,919.00	3.9%
Break Bulk	206,405.00	322,778.00	-36.0%
Dry Bulk	1,427,382.00	1,020,446.00	39.8%
Liquid Bulk	73,087.00	13,921.00	425.0%
TOTAL EXPORT	2,531,224.00	2,150,064.00	17.7%
TOTAL IMPORT & EXPORT	9,233,152.00	8,240,172.59	11.5%

5.1.1 Liner Import Trade

The Liner import trade for first half (H1) 2016 declined by 7.4% compared to H1 2015. The major items which contributed to the decline in this trade were Electrical/ Electronic Appliances & Accessories (a decline of 222,760 mt), Fertilizer (a decline of 122,455 mt), and Paper/Paper products (a reduction by 33,682 mt).

5.1.2 Break Bulk Import Trade

Break bulk imports for H1 2016 increased by 2.1% compared to H1 2015. The major commodities which influenced the increase were Bagged Cement (rising by 43,250 mt), Iron/Steel/Plates/Pipes (an increase of 70,401 mt) and Bagged Fertilizer (an increase of 38,434 mt).

5.1.3 Dry Bulk Import Trade

Total Dry bulk import for H1 2016 increased by 6.5% compared to H1 2015. Major commodity gainers were Bulk Fertilizer Clinker (an increase of 106,598 mt) and Bulk Cement (an increase of 100,769 mt).

5.1.4 Liquid Bulk Import Trade

The Liquid bulk import trade registered an increase of 51.5% in H1 2016 over H1 2015. The major cargo items accounting for this increase

were Petroleum products (which increased by 414,722 mt) and Crude oil (an increase of 184,957 mt).

5.2 EXPORT TRADE

The total export trade volume for H1 2016 was 2.5 million mt. This represents a 17.7% increase over H1 2015. This was made up of 824,350 mt of Liner items, 206,405 mt of Break bulk items, 1,427,382 mt of Dry Bulk and 73,087 mt of Liquid Bulk.

5.2.1 Liner Export Trade

Liner exports for the review period amounted to 824,350 mt, representing a 3.9% increase over H1 2015. The major commodity gainers for the trade include Sawn Timber, which went up by 83,276 mt, and Processed Commodities, which also went up by 22,021 mt.

5.2.2 Break Bulk Export Trade

Break Bulk export trade for H1 2016 declined by 36.0%. Although Timber Logs experienced an increase of 125,385 mt, there was a decline in exports of Bagged Cocoa Beans of 241,758 mt.

5.2.3 Dry Bulk Export Trade

Total Dry bulk export trade for H1 2016 increased by 39.8% over H1

2015. Dry bulk items which contributed to this increase include Manganese, which increased by 412,444 mt, and Bulk Cocoa Beans, which recorded an increase of 66,279 mt.

5.2.4 Liquid Bulk Export Trade

Total Liquid bulk export trade for H1 2016 increased by 59,166 mt compared to H1 2015 with Petroleum Products exports representing 53.8% of the growth.

6.0 PERFORMANCE IN LADEN CONTAINERS

Table 5 below shows the details of the performance in Laden containers for the first half (H1) of 2016. Total Laden Containers for imports and exports for H1 2016 was 287,783 TEUs. This represents an increase of 11.1% compared to H1 2015.

Total import Laden Containers for H1 2016 was 226,992 TEUs; a 16.4% increase compared to H1 2015. Total export Laden Containers for H1 2016 was 60,791 TEUs; representing a decline of 5.0% compared to H1 2015.

Table 5 GHANA'S SEABORNE TRADE IN LADEN CONTAINERS (in TEUs) PER PORT

TRADE TYPE	PORT	Jan-Jun (H1) 2016 (in TEU)	Jan-Jun (H1) 2015 (in TEU)	CHANGE
IMPORT	TEMA	219,413.00	188,640.00	16.3%
	TAKORADI	7,579.00	6,280.00	20.6%
	TOTAL IMPORT	226,992.00	194,920.00	16.4%
EXPORT	TEMA	52,628.00	49,947.00	5.3%
	TAKORADI	8,163.00	14,106.00	-42.1%
	TOTAL EXPORT	60,791.00	64,053.00	-5.0%
TOTAL	IMPORT/EXPORT	287,783.00	258,973.00	11.1%

7.0 DIRECTION OF GHANA'S SEABORNE TRADE

7.1 Import Trade

Figure 1 and Table 6 below show that majority of Ghana's seaborne imports for H1 2016 came from the Far East range, representing about

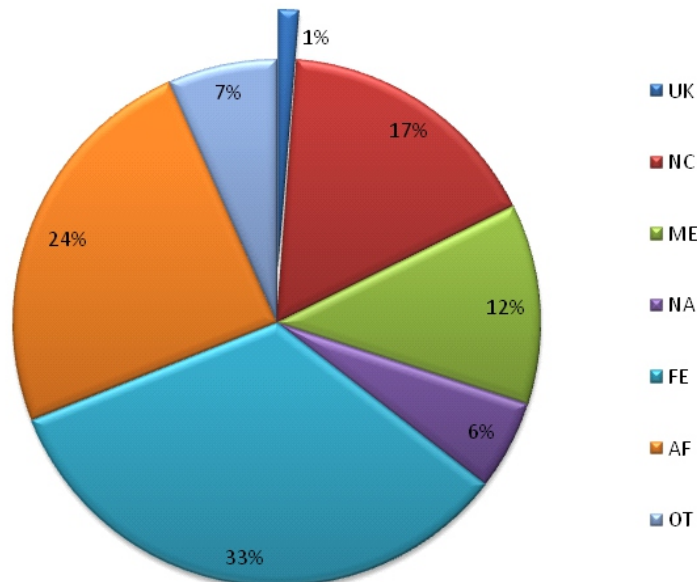
33% of the total import trade. Africa was next with 24% share of Ghana's import trade. Imports from Africa was 1,632,683 mt, an increase of 610,215 mt (or 60%) over the previous year's figure of 1,022,467 mt. The major commodities imported from the Africa range

which experienced significant increases were Crude Oil, LPG, Petroleum Products and Sugar. Liquid Bulk Imports from Africa showed an increase of 683,640 mt (i.e. 112.3%) over the previous year's figure of 608,603 mt.

Table 6. DIRECTION OF GHANA'S SEABORNE IMPORT TRADE (in mt)
(Jan –Jun 2016)

Trade Type	UK	N. Cont.	Med. Eur	N. Amer	F. East	Africa	Others	TOTAL
LINER	78,936	311,388	223,087	167,976	1,075,252	312,116	259,150	2,427,905
BREAK BULK	2,268	95,538	82,195	6,975	714,216	10,304	71,175	982,671
DRY BULK	0	272,942	515,751	146,250	414,014	18,020	78,837	1,445,815
LIQUID BULK	0	424,797	3,764	47,501	38,771	1,292,243	38,442	1,845,518
TOTAL	81,204	1,104,665	824,797	368,702	2,242,253	1,632,683	447,604	6,701,909
SHARE	1%	16%	12%	6%	33%	24%	7%	100%

FIG 1: DIRECTION OF GHANA'S SEABORNE IMPORT TRADE (in mt)
(Jan -Jun 2016)



7.2 Export Trade

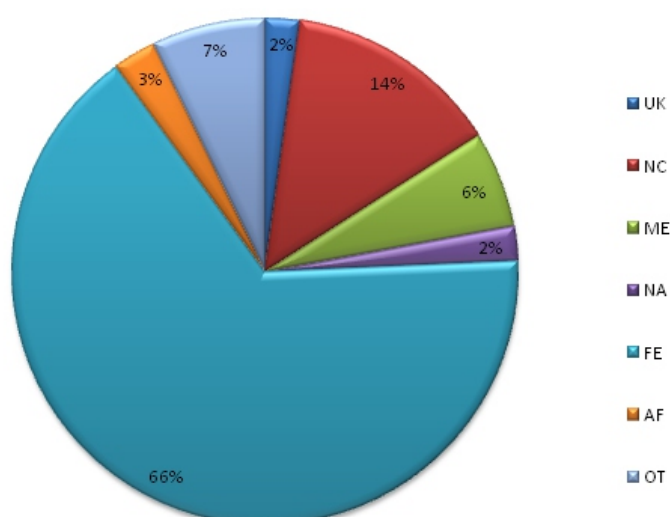
The 2.53 million mt of seaborne exports for H1 2016 went to various destinations in the world. Majority of these exports went to the Far

East and the North Continent ranges. The Far East range received a total of 1,663,360 mt (i.e. 66% of total exports) whilst the North Continent range received a total of

348,543 mt (or 14% of total exports). Table 7 below gives more details about the direction of Ghana's seaborne export trade for H1 2016.

Table 7. DIRECTION OF GHANA'S SEABORNE EXPORT TRADE (in mt)
(Jan-Jun 2016)

	UK	N. Cont.	Med. Eur	N. Amer	F. East	Africa	Others	TOTAL
LINER	42,124	162,505	97,416	48,922	368,201	69,068	36,114	824,350
BREAK BULK	1,750	6,555	6,996	6,232	178,716	502	5,654	206,405
DRY BULK	12,500	153,398	51,099	0	1,116,443	225	93,717	1,427,382
LIQ. BULK	0	26,085	0	0	0	0	47,002	73,087
TOTAL	56,374	348,543	155,511	55,154	1,663,360	69,795	182,487	2,531,224
SHARE	2%	14%	6%	2%	66%	3%	7%	100%

FIG 2: DIRECTION OF GHANA'S SEABORNE EXPORT TRADE (in mt)
(Jan-Jun 2016)

8.0 TRANSIT TRADE AND TRANSSHIPMENT THROUGH THE SEAPORTS OF GHANA

Total Transit/Transshipment trade volume for H1 2016 shows a decrease of 2.5% compared to H1 2015. Total volume of transit/transshipment for H1 2016 was 518,776 metric tons (mt).

Transit/Transshipment Imports for H1 2016 amounted to 482,112 mt, a decrease of 6.7% compared to H1 2015. Transshipment/Transit Exports recorded 36,664 mt in H1 2016, an increase of 141.1% compared to H1 2015. Table 8 below shows the details of the transit/transshipment trade volumes for the review period.

Table 8. SUMMARY COMPARISON OF TRANSIT TRADE AND TRANSSHIPMENT THROUGH THE SEAPORTS OF GHANA (JAN. - JUN.) 2016 AND 2015

TRADE TYPE	Jan-Jun (H1) 2016 (mt)	Jan-Jun (H1) 2015 (mt)	CHANGE
TRANSIT/TRANSH. IMPORT	482,112	516,932	-6.7%
TRANSIT/TRANSH. EXPORT	36,664	15,201	141.1%
TOTAL	518,776	532,133	-2.5%

9.0 TRANSIT TRADE PERFORMANCE FOR BURKINA FASO, MALI AND NIGER

Total transit volume for the three (3) landlocked countries of Burkina

Faso, Mali and Niger amounted to 459,829 mt in H1 2016. This represents a fall of 1.3% compared to H1 2015. The transit trade comprises imports of 423,818 mt and exports of 36,011 mt.

Major transit trade commodities included Lubricating Oil (47,236mt.), Processed Foods/Beverages (51,535 mt) and Bagged Fertilizer (62,451mt.). Details are shown in Table 9.

Table 9. SUMMARY COMPARISON OF TRANSIT TRADE for BURKINA FASO, MALI & NIGER (JAN. - JUN.) 2016 AND 2015

TRADE TYPE	Jan-Jun (H1) 2016 (mt)	Jan-Jun (H1) 2015 (mt)	Change
TRANSIT IMPORT	423,818	453,790	-6.6%
TRANSIT EXPORT	36,011	12,382	190.8%
TOTAL	459,829	466,172	-1.3%

10.0 SHIPPING LINE PERFORMANCE IN GHANA'S SEABORNE TRADE

10.1 Shipping Line Performance in the Containerized Trade

Thirty Three (33) Shipping Lines were involved in the containerized cargo trade which amounted to 283,623 TEUs for the review period (H1 2016). The highest operators were Maersk Line, with 94,155 TEUs (32.7% of the container trade) and Mediterranean Shipping Company (MSC), with 46,043 TEUs (16.0%). Details are shown in Table 10.

10.2 Performance of Shipping Lines per Volume of Shipment and Trade Type

A total of ninety two (92) Shipping Lines and Charterers participated in transporting the over 9.2 million mt of Ghana's seaborne cargo (import & export) through the Ports of Tema and Takoradi during the first half (H1) of 2016. The performance of the Lines per trade type (i.e. Liner, Break bulk, Dry bulk and Liquid bulk) is shown in Table 12 below.

10.2.1 Liner Trade

The Liner trade saw eighty nine (89)

shipping companies and operators loading and unloading cargo at the sea Ports of Tema and Takoradi during this review period. The best performer was Maersk Line, which handled 873,253 mt of liner cargo, representing 25.6% of the Liner trade. Mediterranean Shipping Company (MSC) was next with 407,722 mt (or 11.9% of the Liner trade). Table 12 below shows the details of the other performers.

10.2.2 Break Bulk Trade

Forty five (45) Shipping Lines carried Break bulk cargo amounting to 945,302 mt through the ports of Tema and Takoradi for H1 2016. Maersk Line handled the highest share of 17.1% (i.e. 162,360 mt) of Break Bulk cargo discharged and loaded at both Ports. China Ocean Shipping was next with 127,247 mt (or 13.5% of the break bulk cargo handled).

10.2.3 Dry Bulk Trade

The Dry bulk trade, amounting to over 2.9 million mt, was handled by thirty seven (37) Shipping Lines and operators. High performers include I.M.T, with 1,114,838 mt (37.9% of the Dry bulk trade), HC Trading,

with 591,334 mt (20.1%) and Dangote, with 139,450 mt (4.7%).

10.2.4 Liquid Bulk Trade

Twenty One (21) Shipping Lines participated in the Liquid bulk trade, which amounted to 1,918,630 mt for the review period (H1 2016). The highest operators were Juwell Energy with 600,495 mt (31.30% of the Liquid bulk trade), and BOST, with 339,446 mt (17.69%).

11.0 PERFORMANCE OF SHIPPING AGENTS IN GHANA SEABORNE TRADE

11.1 Shipping Agents' Performance in the Containerized Trade

Twenty Six (26) Shipping Agents were involved in the containerized trade to and from Ghana. Together, they handled 283,623 TEUs for the review period (H1 2016). The highest performing agencies were Maersk Ghana Ltd, with 94,189 TEUs (32.7% of the containerized trade) and MSC, with 46,033 TEUs (16.0% of the containerized trade). The details of the shipping agents performance per TEUs are shown in Table 11.

11.2 Performance of Shipping Agents per Volume of Shipment and Trade Type

Fifty Seven (57) Shipping Agents handled over 9.2 million mt of seaborne trade (import & export) through the Ports of Tema and Takoradi during the period of the first half (H1) 2016.

Table 13 below shows the performance in the various trades namely, Liner, Break Bulk, Dry Bulk and Liquid Bulk trade for the review period.

11.2.1 Liner Trade

Fifty one (51) Shipping Agents handled the total Liner trade of 3.4 million mt. The highest performer was Maersk Gh Ltd. with 873,494 mt, representing 25.4% of the total Liner trade for the period. Maersk was followed by MSCA Gh Ltd, with 407,722 mt (or 11.8% of the total

Liner trade). The next was CMA CGM Gh Ltd, handling 190,348 mt, representing to 5.55% of the Liner trade. Then PIL Ghana Ltd. followed with 187,545 mt (or 5.4%).

11.2.2 Break Bulk Trade

In the Break bulk trade, thirty seven (37) Shipping Agents participated in handling 928,970mt of cargo. Global Cargo & Commodities Ltd. was the highest performer, with 210,397 mt (or 22.7% of the Break Bulk trade) for the period. GMT Shipping Ltd followed with 163,001 mt (or 17.6% of the Break Bulk trade), Maersk Gh. Ltd with 162,193 mt (or 17.5% of the Break Bulk trade), and Sevenlog Ltd with 110,195 mt (or 11.9% of the Break Bulk trade).

11.2.3 Dry Bulk Trade

The Dry bulk trade saw twenty five

(25) Shipping Agents handling 2.9 million mt of cargo. Supermaritime Gh. Ltd handled the highest share of 33.7% (i.e. 993,748 mt) of the Dry Bulk trade. Hull Blyth Gh. Ltd was next, handling 624,868 mt (or 21.2% of the Dry Bulk trade), followed by Macro Shipping Gh. Ltd, which handled 458,723 mt (or 15.6% of the Dry Bulk trade).

11.2.4 Liquid Bulk Trade

Twelve (12) Shipping Agents handled the over 1.9 million mt of cargo in the Liquid Bulk trade segment. Oil and Marine Agencies Ltd handled the highest share of 63.8% (i.e. 1,224,490mt) of the Liquid Bulk trade. Bluesea Maritime Agency Ltd followed with 204,152 mt (or 10.6% of the Liquid Bulk trade).

TABLE 10 PERFORMANCE OF SHIPPING LINES PER LADEN CONTAINERS (in TEUs) -TEMA & T'DI

JAN. - JUN. 2016				
SHIPPING LINE	IMPORT	EXPORT	TOTAL	% of TOTAL
ADVANCED MARITIME	2	-	2	0.0%
AFRICA EXPRESS LINE	776	250	1,026	0.4%
ARKAS LINE	4,587	1,559	6,146	2.1%
BOLLORE AFRICA LTD	190	204	394	0.1%
CHINA OCEAN SHIPPING	7,743	2,003	9,746	3.4%
CHINA SHIPPING	7,105	366	7,471	2.6%
CMA CGM	13,671	5,638	19,309	6.7%
EAGLE WEST AFRICA SERV.	2,484	544	3,028	1.1%
EVERGREEN SHIPPING	-	101	101	0.0%
GOLD STAR LINE	8,068	3,728	11,796	4.1%
GRIMALDI LINES	9,481	1,252	10,733	3.7%
HANJIN SHIPPING	4,375	1,350	5,725	2.0%
HAPAG-LLOYD	10,437	3,618	14,055	4.9%
HB SHIPPING	2	-	2	0.0%
HC TRADING	849	401	1,250	0.4%
HOEGH AUTOLINERS	-	18	18	0.0%
I.M.T	17	-	17	0.0%

MAERSK LINE	81,354	12,801	94,155	32.7%
MANDARIN BEIJING	1	-	1	0.0%
MEDITERRANEAN SHIPP. CO	36,908	9,135	46,043	16.0%
MESSINA LINES	1,365	760	2,125	0.7%
MTSUI O.S.K. LINES	12,050	4,306	16,356	5.7%
OTHER	164	17	181	0.0%
PACIFIC INTL. LINE	16,253	4,226	20,479	7.1%
PORTSIDE SHIPPING SERVICE	-	64	64	0.0%
SAFMARINE MPV N.V	32	3,745	3,777	1.3%
DIC SHIPPING DEV.	2	-	2	0.0%
UNITED ARAB SHIPP. CO	7,209	2,818	10,027	3.5%
UNIVERSAL AFRICA LINE	30	13	43	0.0%
VAN BLOOM SHIPPING LTD	1	-	1	0.0%
ZIM LINE	1,836	1,874	3,710	1.3%
TOTAL	226,992	60,791	287,783	100.0%

TABLE 11 PERFORMANCE OF SHIPPING AGENTS PER LADEN CONTAINERS (in TEUs) - TEMA & T'DI

JAN. - JUN. 2016

SHIPPING AGENT	IMPORT	EXPORT	TOTAL	% SHARE
ADVANCE MARITIME	2	-	2	0.0%
ANTRAK GHANA LTD	1,979	1,007	2,986	1.0%
BEACON SHIPPING GHANA	4,375	-	4,375	1.5%
BLUESEA MARITIME	-	17	17	0.0%
BLUE FUNNEL GHANA	4,587	-	4,587	1.6%
BOLLORE AFRICA LOGISTICS	-	205	205	0.1%
COMEXAS GHANA LTD TEMA	25	2	27	0.0%
DELMAS SHIPPING GH. CMA CGM	13,671	5,638	19,309	6.7%
DW CABLE NET SHIPPING GH LTD	68	-	68	0.0%
GETMA GHANA LTD	32	-	32	0.0%
GMT SHIPPING LTD	123	-	123	0.0%
GRIMALDI GHANA LTD	9,048	1,048	10,096	3.5%
HULL BLYTH GHANA	862	6,128	6,990	2.4%
INTERMODAL SHIPPING AGENCY GH	10,971	5,602	16,573	5.8%

MAERSK GHANA LTD	81,364	12,825	94,189	32.7%
MOL GHANA LTD	12,050	4,306	16,356	5.7%
MSCA GHANA	36,898	9,135	46,033	16.0%
NAVITRANS GHANA LTD	7,105	366	7,471	2.6%
OIL AND MARINE AGENCIES	10,437	3,618	14,055	4.9%
PIL GHANA LTD	16,253	4,133	20,386	7.1%
PORTS MARINE	-	64	64	0.0%
SAFMARINE	-	3,721	3,721	1.3%
SCANSHIP GHANA LIMITED	6,568	2,182	8,750	3.0%
SEVENLOG LIMITED	87	-	87	0.0%
SUPERMARITIME GHANA LIMITED	3,278	794	4,072	1.4%
UNITED ARAB SHIPPING AGENCIES GH.	7,209	-	7,209	2.5%
TOTAL	226,992	60,791	287,783	100.0%



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Table 12 PERFORMANCE OF SHIPPING LINES IN GHANA'S SEABORNE TRADE (JAN - JUN 2016)

IMPORT AND EXPORT (mt) - TEMA - TAKORADI

	IMPORT	EXPORT	TOTAL	% SHARE / TRADER TYPE	%SHARE
LINER					
ADVANCE MARITIME TRANSPORT	130	0	130	0.00	0.00
ADOM MBROSO COLDSTORES LTD	12,177	0	12,177	0.36	0.13
AFRICA EXPRESS LINE	7,118	10,605	17,723	0.52	0.19
AFRICAN FISH GH. LTD	454	0	454	0.01	0.00
AMISACHI LTD	2,180	0	2,180	0.06	0.02
AMISACHI/ WE 2 SEAFOODS LTD	1,903				
ALUMINO ESPANOL	0	3,701	3,701	0.11	0.04
ARKAS LINE	50,933	19,896	70,829	2.08	0.77
ASIA MARITIME PACIFIC	290	0	290	0.01	0.00
BBC CHARTERING & LOGISTICS	3,999	0	3,999	0.12	0.04
BOLLORE AFRICA LTD	26,032	1,056	27,088	0.80	0.29
CARIN	0	0	0	0.00	0.00
CANDLER SCHIFFAHR T GMBH	4,400	0	4,400	0.13	0.05
CCB LA COMPAGINE DU CAP BLANC	0	0	0	0.00	0.00
CHINA OCEAN SHIPPING	109,010	33,276	142,286	4.18	1.54
CHINA SHIPPING	48,869	6,857	55,726	1.64	0.60
CIRRUS	0	0	0	0.00	0.00
CMA CGM	99,315	90,774	190,089	5.59	2.06
CONSHIP LINE	50,696	0	50,696	1.49	0.55
CONTI GMT SHIPPING	879	0	879	0.03	0.01
COSMO SEAFOODS CO.	202	0	202	0.01	0.00
DANGOTE	85	0	85	0.00	0.00
DELMAS	259	0	259	0.01	0.00
DOLPHINE FROZEN FOODS	5,818	0	5,818	0.17	0.06
EAGLE WEST AFRICA SERV.	28,782	23,118	51,900	1.53	0.56
EITZEN CHEMICAL A/S	1,048	0	1,048	0.03	0.01
EUKOR CAR CARRIERS	1,129	0	1,129	0.03	0.01
EVERGREEN SHIPPING LINE	312	1,658	1,970	0.06	0.02
FERTICHIM	15,700	0	15,700	0.46	0.17
FOUTA GENERAL MERCHANDISE LTD	6,000	0	6,000	0.18	0.06
GLOVIS	6,410	0	6,410	0.19	0.07
GMT SHIPPING	115	0	115	0.00	0.00
GOLD STAR LINE	55,781	56,852	112,633	3.31	1.22
GOLD STAR FISH CO. LTD	3,215	0	3,215	0.09	0.03
GRIMALDI LINES	84,075	19,691	103,766	3.05	1.12
HANJIN SHIPPING	25,555	25,146	50,701	1.49	0.55
HAPAG-LLOYD	73,832	61,372	135,204	3.97	1.46
HB SHIPPING	307	0	307	0.01	0.00
HC SHIPPING	44,080	5,840	49,920	1.47	0.54

HOEGH AUTOLINERS	6,211	253	6,464	0.19	0.07
HUAL AUTOLINERS	2	0	2	0.00	0.00
I.M.T	2,876	1,550	4,426	0.13	0.05
IMC SHIPPING	833	0	833	0.02	0.01
J. MARR (SEAFOODS) LTD.	18,754	0	18,754	0.55	0.20
JAPAN TUNA ASSOCIATION	110	0	110	0.00	0.00
K' LINE	1,821	0	1,821	0.05	0.02
LOUIS DREYFUS COMMODITIES	9,965	0	9,965	0.29	0.11
MAERSK LINE	663,310	209,943	873,253	25.67	9.46
MANDARIN BEIJIN	1,122	0	1,122	0.03	0.01
MEDITERRANEAN SHIPPING CO.	277,530	130,192	407,722	11.98	4.42
MESSINA LINES	15,960	9,178	25,138	0.74	0.27
MITSUMI O.S.K LINES	102,819	69,012	171,831	5.05	1.86
NIPPON YUSEN KAISHA	410	0	410	0.01	0.00
NMT LINES	2,155	0	2,155	0.06	0.02
OCEAN FARE CO. LTD	4,341	0	4,341	0.13	0.05
OCEANCREST TRANSPORT INC.	54,200	0	54,200	1.59	0.59
OLAM GHANA	6,008	0	6,008	0.18	0.07
OTAL	20,089	0	20,089	0.59	0.22
OTHER	85,908	8,513	94,421	2.78	1.02
PACIFIC INTL LINE	125,353	61,818	187,171	5.50	2.03
PIONEER FOOD CANNERY LTD	2,357	0	2,357	0.07	0.03
PORTSIDE SHIPPING LINES	5	1,846	1,851	0.05	0.02
POSEIDON SCHIFFAHR T GMBH	3,952	0	3,952	0.12	0.04
PRECIOUS COLDSTORE LTD	388	0	388	0.01	0.00
PREMIUM FOODS LTD	22,000	0	22,000	0.65	0.24
RAFFLES SHIP CHARTERING	7,500	0	7,500	0.22	0.08
RAFFLES SHIPPING INTERNATIONAL	24,000				
RAMANI DISTRIBUTION	28,000	0	28,000	0.82	0.30
ROYAL BOW CO. LTD	13,875	0	13,875	0.41	0.15
SAFMARINE	589	59,318	59,907	1.76	0.65
SALLAUM LINES	588	0	588	0.02	0.01
SDIC SHIPPING DEV.	1,295	0	1,295	0.04	0.01
SEABOARD OVERSEAS LTD	13,492	0	13,492	0.40	0.15
SEVENLOG	68,424	0	68,424	2.01	0.74
SIERRA FISHING CO. LTD	712	0	712	0.02	0.01
TEAM TANKERS VENTURES LTD	4,669	0	4,669	0.14	0.05
TED SHIPPING	61	0	61	0.00	0.00
TOPSHEEN SHIPP. GROUP LTD	166	0	166	0.00	0.00
TRUSTLINK VENTURES LTD	3,241	0	3,241	0.10	0.04
THORCO SHIPPING A/S	0	3,602	3,602	0.11	0.04
UNI-CHARTERING A/S	4,167	0	4,167	0.12	0.05
UNITED ARAB SHIPP. CO	40,782	47,007	87,789	2.58	0.95
UNIVERSAL AFRICA LINE	7,275	1,193	8,468	0.25	0.09
UNSPECIFIED SHIPP. LINE	6	0	6	0.00	0.00
VAN BLOOM SHIPP. LTD	1,283	0	1,283	0.04	0.01
VOLTA ALUMINIUM CO.	250	2,800	3,050	0.09	0.03

WE 2 SEAFOODS CO. LTD/ AMISACHI	2,675	0	2,675	0.08	0.03
ZIM LINE	15,280	24,343	39,623	1.16	0.43
ZOLA MARITIME	25	0	25	0.00	0.00
SUB-TOTAL	2,437,925	990,410	3,402,432	100.00	36.85
BREAK BULK					
ADVANCED MARITIME TAKORADI	60	0	60	0.01	0.00
AFRICA EXPRESS LINE	10	0	10	0.00	0.00
ARKAS LINE	2,131	0	2,131	0.23	0.02
BBC CHARTERING	128	0	128	0.01	0.00
BOLLORE AFRICA LTD	100	0	100	0.01	0.00
CHINA OCEAN SHIPPING	127,247	0	127,247	13.46	1.38
CHINA SHIPPING	13,856	0	13,856	1.47	0.15
CMA CGM	36,133	0	36,133	3.82	0.39
CONSHIP LINES	4,266	0	4,266	0.45	0.05
CONTI GMT SHIPPING	50,286	0	50,286	5.32	0.54
EAGLE WEST AFRICA SERV.	1	0	1	0.00	0.00
ED&F MAN SHIPPING	13,600	0	13,600	1.44	0.15
EVERGREEN SHIPPING LINE	1,074	0	1,074	0.11	0.01
FOUTA GENERAL MERCHANDISE LTD	46,805	0	46,805	4.95	0.51
GLOVIS	0	0	0	0.00	0.00
GMT SHIPPING	5,001	0	5,001	0.53	0.05
GOLD STAR LINE	9,629	0	9,629	1.02	0.10
GRIMALDI LINES	4,849	0	4,849	0.51	0.05
HANJIN SHIPPING	5,026	0	5,026	0.53	0.05
HAPAG-LLOYD	6,039	0	6,039	0.64	0.07
HC TRADING	680	0	680	0.07	0.01
HOEGH AUTOLINERS	121	0	121	0.01	0.00
I.M.T	1	0	1	0.00	0.00
IMC SHIPPING	3,516	0	3,516	0.37	0.04
MAERSK LINE	162,360	0	162,360	17.18	1.76
MEDITERRANEAN SHIPP. CO	42,482	0	42,482	4.49	0.46
MESSINA LINES	1,128	0	1,128	0.12	0.01
MITSUI O.S.K. LINES	25,038	0	25,038	2.65	0.27
NIPPON YUSEN KAISHA	54	0	54	0.01	0.00
NMT LINES	3	0	3	0.00	0.00
OLAM GH. LTD	52,391	0	52,391	5.54	0.57
OTHER	77,777	0	77,777	8.23	0.84
PACIFIC INTL. LINES	26,088	0	26,088	2.76	0.28
RAMANI DISTRIBUTION	6,000	0	6,000	0.63	0.06
ROYAL BOW CO. LTD	105,200	0	105,200	11.13	1.14
SALLAUM LINES	1	0	1	0.00	0.00
SDIC	2	0	2	0.00	0.00
SEVENLOG	46,040	0	46,040	4.87	0.50
TED SHIPPING	46,726	0	46,726	4.94	0.51
TOPSHEEN SHIPPING GROUP LTD	6,954	0	6,954	0.74	0.08

UNITED ARAB SHIPP. CO.	11,125	0	11,125	1.18	0.12
UNIVERSAL AFRICA LINE	2,089	0	2,089	0.22	0.02
VAN BLOOM SHIPPING	1,597	0	1,597	0.17	0.02
VITOL SA	1	0	1	0.00	0.00
ZIM LINE	1,687	0	1,687	0.18	0.02
SUB-TOTAL	945,302	0	945,302	100.00	10.24
DRY BULK					
ARKAS LINE	0	4,540	4540	0.15	0.05
BOLLORE LINES	6	13,039	13045	0.44	0.14
CARMEUS TRADING	31,531	0	31531	1.07	0.34
CHINA OCEAN SHIPPING	7,231	23,105	30336	1.03	0.33
CMA CGM	0	990	990	0.03	0.01
DANGOTE	139,450	0	139450	4.74	1.51
EURO AFRICA	0	5,500	5500	0.19	0.06
GOLD STAR LINE	0	22,052	22052	0.75	0.24
GRIMALDI LINE	0	1,250	1250	0.04	0.01
HAPAG-LLOYD	91	538	629	0.02	0.01
HB TRADING	28,994	0	28994	0.99	0.31
HC TRADING	575,009	16,325	591334	20.11	6.40
I.M.T	0	1,114,838	1114838	37.91	12.07
LOUIS DREYFUS COMMODITIES	5,364	0	5364	0.18	0.06
MACRO SHIPPING	83,021	27,100	110121	3.74	1.19
MAERSK LINE	3,795	18,853	22648	0.77	0.25
MANDARIN BEIJIN	40,000	0	40000	1.36	0.43
MEDITERRANEAN SHIPP. CO	9,298	109,542	118840	4.04	1.29
MESSINA LINE	0	539	539	0.02	0.01
MTSUI O.S.K. LINES	1,127	226	1353	0.05	0.01
NORDANA LINE	5,000	0	5000	0.17	0.05
OCEANCREST TRANSPORT INC.	83,800	0	83800	2.85	0.91
OLAM GHANA	57,989	0	57989	1.97	0.63
OTHER	86,254	13,358	99612	3.39	1.08
PACIFIC INTL. LINE	0	1,118	1118	0.04	0.01
SAFMARINE	0	102	102	0.00	0.00
SEABOARD OVERSEAS LTD	4,625	0	4625	0.16	0.05
SEVENLOG	119,900	0	119900	4.08	1.30
SPLIETHOFF	0	18,500	18500	0.63	0.20
THORCO SHIPPING A/S	11,000	0	11000	0.37	0.12
TRANSBULK SHIPPING	40,000	0	40000	1.36	0.43
UNITED ARAB SHIPP. CO	222	0	222	0.01	0.00
UNICARGO	0	6,500	6500	0.22	0.07
UNIVERSAL AFRICA LINE	0	69,687	69687	2.37	0.75
VAN BLOOM SHIPPING LTD	118,700	0	118700	4.04	1.29
YARA GH. LTD	19,750	0	19750	0.67	0.21
ZIM LINE	1,004	0	1004	0.03	0.01
SUB-TOTAL	1,473,160	1,467,702	2,940,862	100.00	31.85

LIQUID BULK					
BLUE OCEAN	79,481	0	79,481	4.14	0.86
BLUE/ EBONY	18,452	0	18,452	0.96	0.20
BOST	314,913	24,533	339,446	17.69	3.68
CHASE PETROLEUM	106,722	0	106,722	5.56	1.16
EBONY OIL & GAS	60,030	0	60,030	3.13	0.65
EBONY/ BLUE OCEAN	15,270	0	15,270	0.80	0.17
FUELTRADE	151,981	0	151,981	7.92	1.65
GLENCORE	49,168	0	49,168	2.56	0.53
HC TRADING	1,337	0	1,337	0.07	0.01
I.M.T	11,982	0	11,982	0.62	0.13
JUWELL ENERGY	600,495	0	600,495	31.30	6.50
MAERSK LINE	1,254	0	1,254	0.07	0.01
MEDITERRANEAN SHIPP. CO	3,454	25	3,479	0.18	0.04
OTHER	135,316	31,365	166,681	8.69	1.81
PIONEER FOOD CANNERY LTD	35,879	0	35,879	1.87	0.39
TEMA OIL REFINERY	20,013	17,189	37,202	1.94	0.40
TOTAL OIL TRADING	14,978	0	14,978	0.78	0.16
TRAFIGURA PTE LTD	85,800	0	85,800	4.47	0.93
VIHAMA/JUWELL	38,017	0	38,017	1.98	0.41
VITOL	32,979	0	32,979	1.72	0.36
WILHELMSSEN SHIPS SERVICE	67,997	0	67,997	3.54	0.74
SUB-TOTAL	1,845,518	73,112	1,918,630	100.00	20.78
GRAND TOTAL	6,701,906	2,531,224	9,233,130	100.00	99.72

Table 13 PERFORMANCE OF SHIPPING AGENTS IN GHANA'S SEABORNE TRADE (JAN - JUN 2016)

IMPORT AND EXPORT (mt) - TEMA – TAKORADI					
	IMPORT	EXPORT	TOTAL	% SHARE / TRADE TYPE	%SHARE
LINER					
ADVANCED MARITIME TAKORADI	130	0	130	0.00	0.00
AFRICAN STEAM SHIP	162	0	162	0.00	0.00
A&J SHIPPING SERVICES	13,821	0	13,821	0.40	0.15
ANDIPEX CO. LTD	17,035	0	17,035	0.50	0.18
ANTRAK GH. LTD	56,767	11,857	68,624	2.00	0.74
AQUA MARINE SHIPP. GH. LTD	654	0	654	0.02	0.01
BAJ FREIGHT T EMA	463	0	463	0.01	0.01
BEACON SHIPP. HANJIN GH.	25,535	0	25,535	0.74	0.28
BLUE FUNNEL GH. LTD	50,933	0	50,933	1.49	0.55
BLUESEA MARITIME GH. LTD	0	3,850	3,850	0.11	0.04
BOLLORE AFRICA LOGISTICS	312	2,073	2,385	0.07	0.03
BULKERS	49	0	49	0.00	0.00
COMEXAS GHANA LIMITED	8,008	93	8,101	0.24	0.09
CONSOLIDATED SHIPPING AGENCIES LTD	51,092	0	51,092	1.49	0.55
DADDO MARITIME	2	0	2	0.00	0.00
DAMCO LOGISTICS GH. LTD	54,200	0	54,200	1.58	0.59
DELMAS SHIPP. GH. CMA CGM	99,574	90,774	190,348	5.55	2.06
DOLPHIN SHIPP. SERVICES	12,590	0	12,590	0.37	0.14
ELDER DEMPSTER GHANA	2	0	2	0.00	0.00
FACULTY LOGISTICS LTD	17,000	0	17,000	0.50	0.18
FAIRPOINT BUSINESS T EMA	3,819	0	3,819	0.11	0.04
GETMA GHANA LTD	5,864	0	5,864	0.17	0.06
GLOBAL CARGO & COMMODITIES	75,968	0	75,968	2.22	0.82
GMT SHIPPING LTD	18,752	0	18,752	0.55	0.20
GRIMALDI GH. LTD	79,655	16,529	96,184	2.81	1.04
HULL BLYTH GH. LTD	47,398	96,769	144,167	4.21	1.56
ICM LOGISTICS SERVICES LTD	21	0	21	0.00	0.00
INCHCAPE SHIPP. SERVICES GH. LTD	69,538	0	69,538	2.03	0.75

INTERMODAL SHIPP. AGENCY GH. LTD	76,883	81,195	158,078	4.61	1.71
KHUDA SERVICE T EMA	12,173	0	12,173	0.36	0.13
KOYANKS COMPANY LIMITED	12,992	0	12,992	0.38	0.14
MACRO SHIPPING LTD	12,536	0	12,536	0.37	0.14
MAERSK GH. LTD	663,219	210,275	873,494	25.48	9.46
MARITIME AGENCIES	979	0	979	0.03	0.01
MOL GHANA LTD	102,819	69,012	171,831	5.01	1.86
MSCA GH. LTD	277,530	130,192	407,722	11.89	4.42
NAVITRANS GH. LTD	48,866	6,857	55,723	1.63	0.60
OIL & MARINE AGENCIES	73,835	61,372	135,207	3.94	1.46
PANALPINA GH LTD	3	0	3	0.00	0.00
PIL GHANA LTD	125,752	61,793	187,545	5.47	2.03
PORTS MARINE LTD	2,153	1,846	3,999	0.12	0.04
SAFMARINE	0	58,986	58,986	1.72	0.64
SCANSHIP GHANA LIMITED	86,735	35,779	122,514	3.57	1.33
SEATRADE SHIPPING AND LOGISTICS	0	0	0	0.00	0.00
SEVENLOG LIMITED	71,951	0	71,951	2.10	0.78
SHARAF SHIPPING AGENCY LIMITED	7,969	0	7,969	0.23	0.09
SILVERMARITIME GH. LTD	52	0	52	0.00	0.00
STARDEX MARINE CONSULT	9,113	0	9,113	0.27	0.10
SUPERMARITIME GHANA LIMITED	94,452	51,160	145,612	4.25	1.58
TRANSGLOBAL SHIPPING	3,798	0	3,798	0.11	0.04
TTV LIMITED	3,971	0	3,971	0.12	0.04
UNITED ARAB SHIPPING AGENCIES	40,802	0	40,802	1.19	0.44
SUB-TOTAL	2,437,927	990,412	3,428,209	100.00	37.13
BREAK BULK					
ADVANCED MARITIME TAKORADI	60	0	60	0.01	0.00
AFRICA CARGO CENTRAL LTD	16,273	0	16,273	1.75	0.18
ANTRAK GH. LTD	1,520	0	1,520	0.16	0.02
AQUA MARINE SHIPP. GH. LTD	1	0	1	0.00	0.00
BAJ FREIGHT TEMA	8	0	8	0.00	0.00
BEACON SHIPPING GHANA	5,026	0	5,026	0.54	0.05
BOLLORE AFRICA LOGISTICS	1,074	0	1,074	0.12	0.01

BLUE FUNNEL GH.	2,131	0	2,131	0.23	0.02
COMEXAS GH. LTD	2,088	0	2,088	0.22	0.02
CONSOLIDATED SHIPP. AGENCIES LTD	6,094	0	6,094	0.66	0.07
DADDO MARITIME SERV. GH. LTD	11	0	11	0.00	0.00
DELMAS SHIPPING GHANA	36,133	0	36,133	3.89	0.39
FACULTY LOGISTICS	27,900	0	27,900	3.00	0.30
GLOBAL CARGO & COMMODITIES	210,397	0	210,397	22.65	2.28
GMT SHIPPING LTD	163,001	0	163,001	17.55	1.77
GRIMALDI GHANA LTD.	3,297	0	3,297	0.35	0.04
HULL BLYTH GH. LTD	680	0	680	0.07	0.01
ICM LOGISTICS SERVICES LTD	11	0	11	0.00	0.00
INCHCAPE SHIPPING SERVICES	1	0	1	0.00	0.00
INTERMODAL SHIPP. AGENCY GH. LTD	12,149	0	12,149	1.31	0.13
MAERSK GH. LTD	162,193	0	162,193	17.46	1.76
MARITIME AGENCIES	294	0	294	0.03	0.00
MAXITIDE VENTURES LTD	1,395	0	1,395	0.15	0.02
MOL GH. LTD	25,038	0	25,038	2.70	0.27
MSCA GH. LTD	42,482	0	42,482	4.57	0.46
NAVITRANS GHANA LIMITED	11,783	0	11,783	1.27	0.13
OIL & MARINE AGENCIES	6,041	0	6,041	0.65	0.07
PANALPINA GH LTD	38	0	38	0.00	0.00
PIL GHANA LTD	26,088	0	26,088	2.81	0.28
PORTS MARINE LTD	1	0	1	0.00	0.00
SCANSHIP GH LTD	21,192	0	21,192	2.28	0.23
SEATRADE SHIPPING AND LOGISTICS	300	0	300	0.03	0.00
SEVENLOG LTD	110,195	0	110,195	11.86	1.19
SHARAF SHIPPING AGENCY LTD	0	0	0	0.00	0.00
SILVERMARITIME GH. LTD	22,000	0	22,000	2.37	0.24
SUPERMARITIME GH. LTD	17,282	0	17,282	1.86	0.19
UNITED ARAB SHIPP. AGENCIES	11,125	0	11,125	1.20	0.12
SUB-TOTAL	945,304	0	928,970	100.00	10.24
DRY BULK					
ANTRAK GH. LTD	6	13,578	13,584	0.46	0.15

BLUESEA MARITIME GH. LTD	0	6,500	6,500	0.22	0.07
BOLLORE AFRICA LOGISTICS	0	1,118	1,118	0.04	0.01
DAMCO LOGISTICS GHANA LTD.	83,800	0	83,800	2.85	0.91
DELMAS SHIPP. GH. CMA CGM	0	990	990	0.03	0.01
FACULTY LOGISTICS	10,484	0	10,484	0.36	0.11
GETMA GHANA LTD	18,564	0	18,564	0.63	0.20
GLOBAL CARGO & COMMODITIES	197,439	0	197,439	6.71	2.14
HULL BLYTH GH. LTD	604,003	20,865	624,868	21.25	6.77
INCHCAPE SHIPPING SERVICES	0	4,075	4,075	0.14	0.04
INTERMODAL SHIPP. AGENCY GH. LTD	1,004	22,052	23,056	0.78	0.25
MACRO SHIPP. GH. LTD	0	458,723	458,723	15.60	4.97
MAERSK GHANA LTD	3,795	18,955	22,750	0.77	0.25
MAP SHIPPING LTD	54,570	0	54,570	1.86	0.59
MOL GH. LTD	1,127	226	1,353	0.05	0.01
MSCA GHANA LTD	9,298	109,542	118,840	4.04	1.29
OIL & MARINE AGENCIES	91	538	629	0.02	0.01
PIL GHANA LTD	0	0	0	0.00	0.00
SCANSHIP GH. LTD	7,231	37,070	44,301	1.51	0.48
SEVENLOG LIMITED	199,900	0	199,900	6.80	2.17
SIFAX AGENCIES GH LIMITED	27,750	0	27,750	0.94	0.30
SUPERMARITIME GH. LTD	222,346	771,402	993,748	33.79	10.76
TIDE SHIPS LTD	0	2,068	2,068	0.07	0.02
UNITED ARAB SHIPPING AGENCIES GHANA	222	0	222	0.01	0.00
WESTERN FREIGHT AND LOGISTICS	31,531	0	31,531	1.07	0.34
SUB-TOTAL	1,473,160	1,467,702	2,940,862	100.00	31.85
LIQUID BULK					
ANTRAK GHANA LTD	73,979	0	73,979	3.86	0.80
BLUESEA MARITIME AGENCY LTD	204,152	0	204,152	10.64	2.21
CRTCR	0	17,189	17,189	0.90	0.19
DADDO MARITIME SERV. GH. LTD	124,200	29,813	154,013	8.03	1.67
GETMA GH. LTD	2,980	0	2,980	0.16	0.03
HULL BLYRTH GHANA	1,337	0	1,337	0.07	0.01
INCHCAPE SHIPPING SERVICES	173,634	0	173,634	9.05	1.88
MAERSK LINE	1,254	0	1,254	0.07	0.01
MSCA GHANA LTD	474	25	499	0.03	0.01
OIL AND MARINE AGENCIES	1,224,490	0	1,224,490	63.82	13.26
SEA AND SHORE SERVICES GHANA LTD	27,037	0	27,037	1.41	0.29
SUPERMARITIME GHANA LTD	11,982	26,085	38,067	1.98	0.41
SUB-TOTAL	1,845,518	73,112	1,918,630	100.00	20.78
GRAND TOTAL	6,701,909	2,531,226	9,233,135	100.00	100.00



Meeting between Ghana Shippers' Authority and Burkina Faso Shippers' Council

BURKINA FASO SHIPPERS' COUNCIL OFFICE IN GHANA GETS NEW REPRESENTATIVE

The Ghana Office of the Burkina Faso Shippers' Council has a new representative, in the person of Mr. Bationo Rakissiwindé. He took over from Mr. Yaya Yedan, who served in that capacity from July 2001 to January 2016.

Until his appointment, Mr. Rakissiwindé the Director of International Transport Observatory and Perspective, at the Burkina Faso Shippers' Council office in Ouagadougou. He was responsible for collecting, computing and analyzing data on the international transport of goods.

He was also the lead professional in the development of a maritime cargo management system for Burkina Faso with elaborate performance indicators on the international transport sector of goods to Burkina Faso.

Mr. Rakissiwindé was deeply involved in the collation of data on road governance; notably the abnormal practices in order to know the number of check points,

the illegal collections and delays on West African corridors. He also participated in the preparatory works leading to the establishment of a Sub-Regional Observatory in matters of Trade and Transport Facilitation within UEMOA/ECOWAS.

Mr. Rakissiwindé holds two Masters degrees; namely, MSc. in Statistics and Economics and MSc. in Statistical Engineering; both from the College of Applied Economics and Statistics in Abidjan, La Cote d'Ivoire. He also holds a Bachelor of Science degree in Mathematics and Physics from Ouagadougou University, Burkina Faso.

In his new role, Mr. Rakissiwindé would be representing the Burkina Shippers' Council in all matters involving transport and transit in Ghana, with the view to protecting and promoting the interests of Burkinabe Shippers in Ghana. This would among others involve providing advisory services, strengthening the

collaboration between Burkina Shippers' Council and all partners within the port community including the Port Authority, Customs Division of the Ghana Revenue Authority, Freight Forwarders, Port Security, Transport Unions and other Shippers' Organizations.

He would in particular be monitoring the implementation of the memorandum of understanding between Burkina Shippers' Council and Ghana Shippers' Authority in all matters affecting transit of Burkina Faso goods through Ghana.



Mr. Bationo Rakissiwindé



TERMINAL HANDLING CHARGES ABOLISHED IN GHANA

The Government of Ghana has abolished the implementation of Terminal Handling Charges (THC) at Ghana's seaports as a local charge. The directive was issued by the Minister of Transport, Hon. Fifi Kwetey in September 2016, following investigations by a Ministerial Committee into the justifications for the introduction of the said charge by Shipping Lines and Agents operating in Ghana.

In a statement issued to announce findings of the investigation, the Ministry stated, among others, that “no new service was introduced by the shipping companies at the ports in Ghana to warrant a new charge such as the THC”. The Sector Minister indicated that THC may be introduced as part of freight payable by the shipper at the port of origin in accordance with the appropriate incoterms. He urged all Shipping Line/Agents to abide by the directive to ensure harmony in the shipping industry in Ghana.”

The introduction of the Terminal Handling Charges was strongly opposed by a coalition of key business associations that represent the critical mass of the shipping community and traders in the country. The main contention was that the THC was illegitimate, duplicated cost to the shipper and injurious to their businesses and the economy at large.

The membership of the coalition included the Association of Ghana Industries (AGI), Ghana National Chamber of Commerce and Industry (GNCCI), Ghana Chamber of Mines, Ghana Union of Traders Associations (GUTA), Federation of Association of Ghanaian Exporters (FAGE) and the Greater Accra Regional Shipper Committee (GARSC).

The directive for the abolishment of the implementation of the THC in Ghana was re-echoed by H. E.

President John Dramani Mahama in his address at the 1st Anniversary of the National Single Window and the launch of the Ghana Import, Export and Transit Process Manual.

He expressed grave concerns about the multiplicity of charges at Ghana's ports and the associated high cost of doing business at the ports.

Shipping Lines/Agents operating in Ghana have since appreciated the need for reducing the cost of doing business in Ghana's ports and have complied with the directive.





MARITIME ARBITRATION: A TOOL FOR TRADE FACILITATION IN SUB-SAHARAN AFRICA

By DR KOFI MBIAH - Chief Executive Officer of Ghana Shippers' Authority

This article is a continuation from last quarter's edition

IMPACT

It is common knowledge that liner bills of lading may contain arbitration clauses that specify that any dispute arising out of the carriage should be resolved by arbitration or in a jurisdiction chosen by the carrier. For a small claim which even though small can ruin the business of a small to medium size enterprise, an arbitration clause could specify a forum thousands of kilometers away from where the goods were discharged. In such instances, the cost of arbitration becomes a disincentive to the claimant and thus an otherwise legitimate claim, well founded in law is left un-pursued. It thus becomes clear that the courts have a very important role to play in

safeguarding the interests of vulnerable parties usually from sub-Saharan Africa. This is especially so as there is no definitive legislative policy in that respect.

The case of the *Bremen v Zapata Offshore Co*²⁵ serves to illustrate the role the courts can play in their application of the law to forum selection clauses. Here, there was an international towage contract for a drilling rig to be towed from Louisiana to Italy. The contract designated the High Court of London as the forum. In a dispute relating to the forum selection clause, the U.S. Supreme Court reasoned as follows:

"Forum-selection clauses have historically not been favoured by American courts. Many courts, federal and state, have declined to enforce such clauses on the ground

that they "were contrary to public policy" or that their effect was to "oust the jurisdiction" of the court. Although this view still has considerable acceptance, other courts are tending to adopt a more hospitable attitude toward forum-selection clauses. This view, advanced in the well reasoned dissenting opinion in the instant case, is that such clauses are prima facie valid and should be enforced when enforcement is shown by the resisting party to be unreasonable under the circumstances.

In the interest of party autonomy and taking into consideration public policy, there is always the need for the court to achieve that delicate balance of ensuring that the will of private parties are given effect to while at the same time giving vent to public interest considerations".

²⁵ 407 US (1971)

The Supreme Court went on to say:

The argument that such clauses are improper because they seek to "oust" a court of jurisdiction, is hardly more than a vestigial fiction. It appears to rest at core on historical judicial resistance to any attempt to reduce the power and business of a particular court and has little place in an era when all courts are overloaded and when businesses once essentially local now operate in world markets. It reflects something of a provincial attitude regarding the fairness of other tribunals. No one seriously contends in this case that the forum selection clause "ousted" the District Court of jurisdiction over Zapata's action. The threshold question is whether that court should have exercised its jurisdiction to do more than give effect to the legitimate expectations of the parties, manifested in their freely negotiated agreement, by specifically enforcing it.

It adds:

There are compelling reasons why a freely negotiated private international agreement, unaffected by fraud; undue influence, or overweening bargaining power, such as that involved here, should not be given full effect.

The attempt by the courts to balance the interests of party autonomy and public policy considerations was also expressed by the American Supreme Court in *Carnival Cruise Lines Inc v Shute*²⁶.

Except in very clear instances of abuse of process or extreme public interest consideration, the courts are loath to set aside party

autonomy. The consideration of cost of litigation and inconvenience in travelling to the seat of arbitration has not been considered paramount. This is the position taken by the U.S Supreme Court in the case of the *"Sky Reefer"*²⁷. Here, the claimant's cargo of fruits was damaged while it was in transit from Morocco to Massachusetts. The vessel was a Panamanian flagged vessel and the carrier was Japanese who had chartered the vessel. The arbitration clause stated the seat of arbitration as Tokyo. It was the contention of the claimant that the inconvenience and cost associated with the arbitration in Japan had the effect of lessening the liability of the carrier under the United States Carriage of Goods by Sea Act²⁸, therefore the arbitration clause should be declared void. By a majority decision the Supreme Court of the United States of America rejected the contention of the claimants. The court opined:

".....a clause establishing the forum for dispute resolution has the salutary effect of dispelling any confusion about where suits arising from the contract must be brought and defended, sparing litigants the time and expense of pretrial motions to determine the correct forum and conserving judicial resources that otherwise would be devoted to deciding those motions".

The dissenting opinion of Justice Stevens in the above mentioned case is instructive. The provision in the COGSA referred to by the claimants is the same as Article 3 r 8 of the Hague Rules. He states:

"This view that Art 3 r 8 and the equivalent provision in COGSA

should be construed to refer only to substantive rule to define a carrier's legal obligations is flatly inconsistent with the purpose of the provision. That section responds to the inequality of bargaining power inherent in bills of lading and to carriers' historic tendency to exploit that inequality whenever possible to immunize themselves from liability for their own fault. A bill of lading is a form document prepared by the carrier, who presents it to the shipper on a take-it-or-leave-it basis. Characteristically, there is no arms-length negotiation over the bills terms; the shipper must agree to carrier's standard-form language, or else refrain from using the carriers' services.....the transaction costs associated with an arbitration in Japan will obviously exceed the potential recovery in a great many cargo disputes.

As a practical matter therefore, in such a case no matter how clear the carrier's formal legal liability may be, it would make no sense for the consignee or its subrogee to enforce that liability. It seems to me that a contractual provision that entirely protects the carrier from being held liable for anything should be construed either to have "lessened" its liability or to have "relieved" it of liability".

The view of the courts in respect of limiting party autonomy is also expressed in *Coppee-Levalin SA/NV-V-Ken-Ren Chemicals and Fertilizers Ltd*²⁹. Here, the House of Lords highlighted three instances where the courts must inevitably be involved in arbitration.

²⁶ 499 US 585 (1991)

²⁷ 515 US 528 (1995)

²⁸ (COGSA) [46 US Code 1300]

²⁹ (1994) 2 ALLER 465

They outlined it as follows:

1. The purely procedural steps that cannot be issued for compliance by an arbitral tribunal, eyewitness summons or the stay of legal proceedings when it flies in the face of the arbitration agreement.

2. The issuance of orders for preservation of the subject matter of arbitration meant to ensure that assets that could be relied on upon enforcement are wantonly dissipated.

3. Measures that involve the enforcement of the arbitral award.

The measured intrusion by the courts is eloquently captured by the words of Lord Mustill.

He says:

"Whatever view is taken regarding the correct balance of the relationship between international arbitration and national courts, it is impossible to doubt that at least in some instances the intervention of the court may not only be permissible but highly beneficial"

The attempts by the courts to balance party autonomy with public policy is also given vent to in the Kenyan case of *Sadrudin Kurji & Another v Shalimar Ltd & 2 others*³⁰ where it was held that:

"arbitration process as provided for by the Arbitration Act is intended to facilitate a quicker method of settling disputes without undue

regard to technicalities. This however, does not mean that the courts will stand and watch helplessly where cardinal rules of natural justice are being breached by the forum of arbitration. Hence in exceptional cases in which the rules are not adhered to, courts will be perfectly entitled to set in and correct the obvious errors."

In Nigeria, section 34 of the Nigerian Arbitration and Conciliation Act 2004 (ACA)³¹ which is the equivalent provision of Article V of the UNCITRAL Model Law on International Commercial Arbitration provides that *"a court shall not intervene in any matter governed by this Act except where so provided in this Act."* These words are very clear, and indeed there are no provisions in the Act for judicial intervention. However, in the case of *Federal Inland Revenue Service v Nigerian National Revenue Corporation and others*³¹ the Nigeria Federal High Court, delivering its judgment on the 29th of February 2012 decided that despite section 34 of the ACA, the Nigerian Courts would not be precluded from restraining arbitration where the allegation is that the matter submitted to the arbitrators is inarbitrable. In this case the matter on hand raised issues of taxation which in the view of the court were not arbitrable. In an article on the principle of Limited Courts Intervention,³² the writer cites the case of *Nigerian National Petroleum Corporation v Statoil (Nigeria) Limited and others* in which the Federal High Court intervened in an arbitration by granting an injunction restraining the

arbitration. Here again, the Nigerian National Corporation argued that the subject matter related to taxation and same was the exclusive preserve of the Tax Appeal Tribunal and hence inarbitrable.

This argument was accepted by the Federal High Court and an injunction granted. On appeal however, the Nigerian Court of Appeal held that the legislative intent behind the promulgation of section 34 of the ACA is to ensure that the arbitral proceedings are not subject to undue interference by regular courts. The court reasoned that section 34 is to be interpreted as strictly prohibiting the intervention of the courts in arbitration proceedings except in the limited instances permitted in the ACA itself.

It is thus very clear from the above cases that there is an intricate and delicate balance to be drawn between party autonomy and limited intervention by the courts on the basis of public policy or other paramount considerations.

In Ghana, while the courts will not generally interfere in international arbitration proceedings, the measured intervention where considered imperative has often held sway. This is exemplified by the case of *The Attorney General v Balkan Energy Ghana Limited*³³.

Here, on 27th July, 2007, the Government of the Republic of Ghana, entered into a power purchase agreement with Balkan Energy Ghana Limited, the terms of

³⁰(2006)eKLR

³¹FHC/ABJ/CS/774/2011

³²See "The Principle of Limited Court Intervention Survives in Nigeria...But How Far Will the Courts Go?" by Babatunde J. Fagbohunlu August 2, 2013 accessed on 13th June, 2016

³³See 2 SC GLR (2012); See also the Bankswitch Arbitration award dated 11th April 2104. For a detailed discussion of the issues in the two cases, see an article written by Thaddeus Sory and published in The International Arbitration Review, fifth edition.

which stipulated in essence that Balkan Energy shall make the Osagyefo Power Barge operational within 90 days of the execution of the Agreement. On the due date, Balkan Energy were unable to make the barge operational. A dispute arose.

On 23rd December 2009, Balkan Energy served notice of commencement of arbitration in The Hague under the United Nations Commission on International Trade Law (UNCITRAL) rules pursuant to the arbitration provisions in the Power Purchase Agreement.

On 26th February 2010, in the Netherlands made an attachment order against the assets of the government of Ghana.

The government of Ghana applied to the Ghanaian High Court for an interim injunction to restrain Balkan Energy from carrying out the arbitration. In pursuance of the said injunction, the Attorney General sought to restrain Balkan Energy, its agents, affiliates and subsidiaries from instituting or pursuing arbitration proceedings or any other proceedings against the government outside the jurisdiction of Ghana.

At the High Court, one of the reliefs sought was a declaration to the

effect that the Power Purchase Agreement constitutes an international business transaction to which government was a party and is unenforceable as it infringes Article 181 of the 1992 Constitution.³⁴

The parties sought the interpretation of the said provisions from the Supreme Court of Ghana. In a unanimous decision, the Supreme Court of Ghana ruled that the Purchase Power Agreement is an international business transaction.

In both the Ghanaian courts and the arbitral tribunal, the arbitrability of the dispute came to the fore. The Supreme Court of Ghana took the view that the Power Purchase agreement was void as it constituted an international transaction within the meaning of Article 181 (5) of the 1992 Constitution and was thus not arbitrable.

The International tribunal decided that the dispute was arbitrable and as it did not offend the Ghanaian constitution. In reaching its decision for the award in favour of Balkan Energy, the Permanent Court of Arbitration reasoned as follows:

Arbitration tribunals are not infrequently confronted with the need to interpret and apply

*constitutional provisions relevant to the resolution of disputes submitted to them, just as they are normally required to interpret and apply treaties that are relevant to the disputes. There is nothing abnormal in exercising a judicial function necessary for the proper administration of justice. Hence the Tribunal does not consider that, in asserting its competence to determine its jurisdiction in this case, it is disregarding or in anyway contradicting the force of Article 130 of the Constitution of Ghana.*³⁵

Once again it is important to look at the legislative provisions that guide the conduct of arbitration in Ghana in order to assess the level of respect afforded by the courts to party autonomy.

Section 1 of the Alternative dispute Resolution Act 2010 (Act 798) provides the following exceptions to arbitrability:

- (a) The national or public interest
- (b) The environment
- (c) The enforcement and interpretation of the constitution
- (d) Any other matter that by law cannot be settled by an alternative dispute resolution method

³⁴ Article 181 of the 1992 Constitution of the republic of Ghana stipulates as follows:

1. Parliament may, by a resolution supported by the votes of a majority of all the members of Parliament, authorize the Government to enter into an agreement for the granting of a loan out of any public fund or public account.
2. An agreement entered into under clause (1) of this article shall be laid before parliament and shall not come into operation unless it is approved by a resolution of parliament.
3. No loan shall be raised by the Government on behalf of itself or any other public institution or authority otherwise than by or under the authority of an Act of Parliament.
4. An Act of Parliament enacted in accordance with clause (3) of this article shall provide:
 5. (a) that the terms and conditions of a loan shall be laid before parliament and shall not come into operation unless they have been approved by a resolution of parliament
 - (b) that any moneys received in respect of that loan shall be paid into the consolidated fund and form part of that fund or into some other public fund of Ghana either existing or created for the purposes of the loan
6. This Article shall with the necessary modifications by Parliament apply to an international business or economic transaction to which the government is a party as it applies to a loan

³⁵ See paragraph 143 at page 54 of the Award.

These exceptions are almost universal³⁶ but exceptionally wide in their purview and could be open to varied interpretations to oust an otherwise well-founded arbitral jurisdiction. There is no doubt that in the Balkan Energy case, there was a constitutional matter; but a constitutional matter that lends itself to such interpretation as could open the floodgates for judicial intervention.³⁷

Furthermore, section 24 of the Alternative Dispute Resolution Act 2010 (Act 798) states:

Unless otherwise agreed by the parties, the arbitral tribunal may rule on its own jurisdiction particularly in respect of:

- (a) The existence scope or validity of the arbitration agreement;
- (b) The existence or validity of the agreement to which the arbitration agreement relates;
- (c) Whether the matters submitted to arbitration are in accordance with the arbitration agreement.

Despite these provisions the courts are quick to intervene on the exception clauses provided under section 1 of the Act in general arbitration matters. These same principles ought to inform the courts in sub-saharan Africa to intervene in international maritime law cases on the basis of public policy in instances of contracts of

adhesion and where the bargaining power is manifestly skewed in favour of the stronger party.

The courts are even more strengthened by section 53 (1) of the Act which stipulates:

The Court shall set aside an arbitral award where it finds that the subject matter of the dispute is incapable of being settled by arbitration or the arbitral award was induced by fraud or corruption. The words "incapable of being settled by arbitration", ought to be given a purposive rather than a literalistic interpretation for the measured intervention that may be necessary to protect a weaker party in an international commercial contract "unilaterally" imposed on the weaker party.

BUILDING CAPACITY

In order to build capacity for arbitrators and establish a reliable and generally acceptable seat of arbitration, it is imperative that deliberate, focused and targeted policies are put in place by African countries South of the Sahara to achieve this. The current situation where almost all contracts be they maritime or those of other specialized fields have embedded in them arbitration clauses that reserve forum to jurisdictions outside Africa does not bode well for the development of arbitration centres of recognition.

In some countries, there is a deliberate national legislative policy that deals with exclusive jurisdiction clauses in carriage of

goods by sea covered by bills of lading.³⁸ Countries such as Canada³⁹, New Zealand⁴⁰, and Sweden⁴¹. This position is also true with respect to some Arab countries notably Kuwait and Qatar. The deliberate policy to empower national courts to assume jurisdiction as a means of protecting the interests of consignees has been referred to as "jurisdictional cabotage"⁴².

To build the requisite capacity, countries of Saharan-Africa should adopt policies that encourage "jurisdictional cabotage". It is important to mention that courts in other jurisdictions especially the English Courts have frowned on such deliberate attempts of national courts to assume jurisdiction in the face of the forum selection clause in the bill of lading. Through the mechanism of an anti-suit injunction, the English courts have sought to enforce such arbitration clauses. The case of *O.T. Africa Line Ltd v Magic Sportswear*⁴³ is instructive.

Here, by means of subrogation, the cargo insurers sought to claim damages for the short shipment of goods carried from New York to Liberia under a bill of lading that was issued in Canada. The freight was payable in Canada and the defendant carrier, although not a Canadian resident, had offices in Canada. The bill of lading contained a jurisdiction clause granting exclusive jurisdiction to the High Court of England. One month after commencement of proceedings in England for a determination that it

³⁶They fall within the general framework outlined in the case of *Coppee-Levalin SA/NV-V-Ken-Ren Chemicals and Fertilizers Ltd*, (1994) 2 ALL ER 465

³⁷Indeed the Supreme Court in its ruling called for a circumscription of the ambit of the provision.

³⁸See as an example, the Australian Carriage of Goods by Sea Act 1991, SII. This section protects Australian arbitration clauses in the contract and ousts any other clauses in the contract that seek to limit the jurisdiction of the Australian Courts.

³⁹see the Marine Liability Act 2001 c6 s.46 of Canada

⁴⁰see the New Zealand Maritime Transport Act 1994, 210(1), the South African Carriage of Goods by Sea Act 1986, s.3(1)

⁴¹The Swedish Maritime Code c13 ss60 and 61.

⁴²see Allsop, J. op cit

⁴³2006 FCA 284

was not liable to the plaintiff and obtained an interim ex-parte anti-suit injunction against the plaintiff. An appeal was made to the court of Appeal and the House of Lords. Both dismissed the appeal and granted the anti-suit injunction. It is however important to mention the non-universality of this position even with the English Courts. In the case of the *"Al Battani"*⁴⁴ Justice Sheen suggested that an English Court might recognize the effect of foreign legislation on a contract governed by English Law because of comity of nations. It should be said that without that deliberate policy, the development of skills of arbitration in sub-saharan Africa would be at best theoretical.

JUDICIAL DETERMINATION

Building capacity for arbitrators and getting sub-saharan Africa to establish itself as a centre of excellence for arbitration could also come through definitive judicial policy that seeks to protect the interest of countries in sub-saharan Africa. The cases cited in this paper, from the United States of America, Great Britain, Canada, Australia, all go to show that judicial policy could be used as an approach to foster the protection of national interest where need be.

Here, the case of the *"New York Star"*⁴⁵ is indeed instructive.⁴⁶ In the *"New York Star"*, Justice Stephen delivering the judgment in the High Court of Australia asked some questions that remain pertinent. He asked whether it was in Australia's interest to take a generous approach to enforcing so called *Himalaya* clauses, giving the benefit of exemptions in the contract of carriage to non-party actors in the

carriage activity, such as stevedores - that is whether it was in Australia's interest to permit carriers to widen the protected circle to all its agents and sub-contractors when Australia relied on foreign carriers to bring in and take out its imports and exports.

He said:

There is a further public policy consideration which at one and the same time bears upon the question of international commercial comity. While it is in the interest of great fleet-owning nations that their ocean carriers, and the servants and independent contractors which they employ, should be as fully protected as possible from liability at the suit of shippers and consignees, the interest of those nations which rely upon those fleets for their import and export trade is to the contrary. It was in response to such national interest that United States of America and Australia which both fell into the latter category, enacted the Harter Act of 1893 and our own Sea Carriage of Goods Act 1904, measures which circumscribed the carriers' freedom to contract out of liability. He adds:

Each was more stringent than the subsequent Hague Rules. Many nations particularly developing nations, have come to regard those rules as unduly favouring carriers at the expense of cargo owners, especially because of the quite restricted duration of the carriers' compulsory period of responsibility which they impose, ending as it does, immediately upon discharge. It is not clear to me that Australian courts should regard it as in any way in the public interest that carriers' exemption clauses, effective before loading and after discharge, should

be accorded any benevolent interpretation either so as to benefit carriers or so as to benefit independent contractors by extending the scope of such clauses to include such contractors. If public policy does not dictate such a course, neither do consideration of comity.

The role that the judiciary can play in formulating policy in the direction of "jurisdictional cabotage" has a vent even within the framework of the New York Convention. In Article II it provides for the basic recognition and enforcement of the parties' autonomous bargain. It also expresses the key ingredients of arbitrability and enforcement by the courts. Within the same framework is the notion expressed as "capable of settlement by arbitration". As seen in the Nigeria cases earlier referred to, determination with respect to disputes that qualify for settlement by arbitration is always in the domain of the municipal courts. While this power lies in the bosom of municipal judges it must not be used capriciously, they must while seeking that intricate and delicate balance be alive to the overriding interests not only of the state but also the regional interest.

As pointed out by Allsop⁴⁷, "there is no reason why countries cannot pool resources to create a virtual or synthetic network of arbitration law and structures of arbitration and of skilled professionals".

Within sub-saharan Africa, this possibility exists, but would require a conscious effort, judicial and legislative, to see it through.

Allsop adds:

⁴⁴(1993)2 Lloyd's Rep 210)

⁴⁵(1978)139 CLR 231

⁴⁶(1980)2 Lloyd's Rep 317(PC)

⁴⁷Ibid, P. 29

"On a regional basis, with uniform rules as to the law of the arbitration, as to rules of procedure, with available transnational principles of contract and contractual interpretation and with uniform approach to curial supervision, enforcement and collateral assistance based on international conventions, a regional or multi-national organization could call upon the combined maritime skill of a region or the group of participating countries - arbitral, judicial, scholarly and professional for the resolution of disputes. Hearings could take place at the most convenient place".

From the above, it is clear that today's international commerce is characterized by a multiplicity of fields which are capable of engendering disputes. It is also notable that increasingly, the predominant desire of parties would be to resolve their disputes through arbitration. Thus the increasing importance of arbitration as a dispute settlement mechanism cannot be over-emphasized. Its role in shaping economic policy and protecting national interest is also paramount. It is against this backdrop that countries in Africa South of the Sahara should take keen interest in arbitration and build the requisite capacity for its institutionalization as the preferred mode of settling international commercial disputes.

TRADE FACILITATION AND ARBITRATION.

As pointed out earlier on this paper, there is no gainsaying that trade - a commercial activity will naturally engender disputes. Thus there is a connection between Trade Facilitation and Arbitration which is a predominant means of dispute settlement in commercial activity.

Trade Facilitation is defined as the simplification and harmonization of

international trade procedures which would necessarily include activities, practices and formalities involved in collecting, presenting, communicating and processing of data required for the movement of goods in international trade. Such procedures would also include an appropriate, pragmatic, efficient and effective means of resolving disputes that arise as a result of the international commercial transactions. As stated earlier, disputes are a natural phenomenon of international commerce.

Included in basic principles of Trade Facilitation are Simplification, Standardization and Transparency. All these are ingrained attributes of international commercial arbitration. Thus, to ensure trade facilitation, there would be the need to have a dispute settlement mechanism that is simple to administer, that is characterized by uniformity in view of the international character of transboundary commerce, standardization and transparency for purposes of predictability, recognition and confidence.

There is no doubt therefore that arbitration is a needed tool for trade facilitation. Today's international commercial transactions are characterized by just-in-time deliveries, a high level of competitiveness buttressed by an effective technological advancement and an effective information and communication system. The objective of employing all these mechanisms for facilitating trade is to ensure least delays, lower cost, and to achieve competitiveness. If therefore disputes arise that cannot be settled expeditiously to the satisfaction of all parties, the ends of an efficient trading system would be elusive.

As pointed out earlier, in this paper, the formal adversarial or inquisitorial system of adjudicating cases through the courts have been known not only to be cumbersome and time-consuming, but also costly.

Arbitration even though not a perfect system has generally been found to suit better the interests of international commercial parties. The advantages of choosing your own arbiters, the flexibility of time, the relative ease with which specialized knowledge and expertise can be brought to bear are all ingredients of arbitration that have made it a more acceptable and reliable medium for the resolution of international commercial disputes.

As a tool for trade facilitation in sub-saharan Africa, there would be the need to ensure that sub-saharan Africa has the requisite, capacity, skill and professionalism for undertaking the role of arbitrators and for having the seat of arbitration in sub-saharan Africa.

This would require more than paying up service to the institutionalization of arbitration as a preferred method for international commercial dispute settlement. There must be a conscious effort within the legislative and judicial realm towards building the requisite capacity. The requisite capacity would ensure that Africa builds a reservoir of highly skilled, experienced, scholarly and professional arbitrators for the resolution of international commercial disputes.

Until this is done, and the needed level of recognition and confidence is created, international commercial parties would increasingly demand to have

arbitration clauses in commercial agreements that cede jurisdiction and forum to well established judicial and arbitration centres outside sub-saharan Africa. That undoubtedly would impede trade facilitation as claimants, very often from sub-saharan Africa will have to circle the globe to ventilate their claims.

CONCLUSION

Indubitably, the failings and shortcomings of the formal court system have made arbitration increasingly the centrepiece of international commercial dispute settlement. It is so because of its pragmatism, convenience, the confidentiality it offers the parties, the expedition with which cases are adjudicated, and above all the real likelihood of obtaining the ends of justice. Arguably, its less costly.

Despite all these advantages, commercial parties in sub-saharan Africa may have to circle the globe for arbitration centres as there are virtually no known internationally recognised commercial arbitration centres of repute, Africa South of Sahara.

It has also been difficult to build the requisite capacity in view of the fact that contractual arrangements entered into by commercial parties from sub-saharan Africa have embedded in the contracts, forum-selection clauses that reserve forum to arbitration centres outside of Africa.

It is to be noted that for the resolution of disputes and especially disputes with an international character, parties expect the exhibition of competence and professionalism amongst the arbitrators. They expect them to have the requisite

skill and experience as well as the specialized knowledge that may be required to adjudicate their cases. Training should encompass not only aspiring arbitrators but also lawyers and other legal personnel who may be part of the arbitration process.

In the absence of these, parties outside of Africa will demand that forum selection clauses be incorporated in their international commercial agreements. Forum selection clauses that provide them with comfort of the level of adjudication as well as convenience which may be detrimental to the interests of parties in sub-saharan Africa. Sub-saharan African countries can therefore take appropriate steps to build the requisite capacity to engender the required confidence of international commercial parties. This can be done through appropriate judicial and legislative intervention.

This could be especially so in cases relating to contracts of adhesion, where party autonomy is undermined because the weaker party has no means of influencing the contractual terms. In such instances judicial intervention would be most appropriate to

safeguard the interests of parties who almost invariably are the parties from sub-saharan Africa.

In order to facilitate trade, arbitration should be seen as a necessary component of the tools of trade facilitation. As pointed out earlier, disputes are a necessary part of international commercial transactions and the better the method of addressing such disputes the more trade is facilitated. Efforts at trade facilitation must thus embrace a conscious and deliberate policy to create the structures and mechanisms necessary to enable Africa South of Sahara have seats for the adjudication of trade and commercial disputes.

The English Courts have always held the view as expressed by Lord Denning M.R. that:

"England is a good place to shop for justice, both for the quality of the goods and the speed of the service"⁴⁸.

For sub-saharan Africa to facilitate trade, it must amongst others embrace arbitration. To do so would require that it provides both the "quality and the speed of the service".



⁴⁸The Atlantic Star (1973) QB 364 at 382 C.A