

**International
Comparative
Legal Guides**



Shipping Law

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Ghana



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1 Marine Casualty

1.1 In the event of a collision, grounding or other major casualty, what are the key provisions that will impact upon the liability and response of interested parties? In particular, the relevant law / conventions in force in relation to:

(i) Collision

The Ghana Shipping Act, 2003 (Act 645) generally governs collisions.

When a collision occurs, the Ghana Shipping Act requires the master of each ship (without causing damage to his own crew, ship or passengers) to:

- a) exert the best efforts to give to the other ship, the master, crew and passengers, practicable and necessary assistance to save them from danger caused by the collision;
- b) stand by the other ship, until the master has ascertained that the ship needs no further assistance; and
- c) give the master of the other ship the name and port of registry of the first ship, and the name of the port from which the first ship sailed and to which the first ship is bound.

Failure to take these steps is punishable by a fine not exceeding 500 penalty units or to a term of imprisonment not exceeding two years or to both the fine and the imprisonment.

In addition, the Ghana Shipping Act mandates the Minister of Transport (“Minister”) to make regulations (Collision Regulations) on the conduct of parties when there is a collision. Where a ship fails to observe the Collision Regulations and it results in damage to a person or property, the damage will be deemed to have been caused by the wilful default of the person in charge of the ship at the time of the collision, unless the person proves that the circumstances of the case do not fall within the Collision Regulations. Wilful non-compliance with the Collision Regulation is an offence punishable by a fine not exceeding 2,500 penalty units or to a term of imprisonment exceeding three years or to both the fine and the imprisonment.

The Minister has, however, not yet made the Collision Regulations.

Ghana is also a party to the following international conventions on collisions:

- a) the International Convention for the Safety of Life at Sea and its protocol of 1978; and
- b) the International Regulations for Preventing Collisions at Sea 1972.

(ii) Pollution

The Ghana Shipping Act mandates the Director-General of the Ghana Maritime Authority (GMA) to consult the Minister of Transport and the Environmental Protection Agency to take measures in accordance with generally recognised principles of public international law to protect the environment from pollution following a maritime casualty.

The Maritime Pollution Act, 2016 (Act 932) also mandates the Minister to take a decision, on the advice of the GMA, on the measures of the high seas necessary to prevent, mitigate or eliminate grave and imminent danger to the coastline or related interests from pollution or threat of pollution of the sea by oil or other substances when a maritime casualty occurs. In taking these measures, the Minister must notify all parties affected by the maritime casualty.

Ghana is a party to the following international conventions on pollution:

- a) the International Convention on Salvage, 1989;
- b) the International Convention on Civil Liability for Oil Pollution Damage 1992;
- c) the International Convention on Oil Pollution Preparedness, Response and Co-operation (OPRC) 1990;
- d) the International Convention on the establishment of an International Fund for Compensation for Oil Pollution Damage;
- e) the International Convention Relating to Intervention on the High Seas in Cases of Oil Pollution Casualties 1969; and
- f) the International Convention for the Prevention of Pollution from Ships 1973.

(iii) Salvage / general average

Ghana has ratified and incorporated the International Convention on Salvage, 1989 into the Ghana Shipping Act. The provisions of the Ghana Shipping Act on salvage do not apply to warships or non-commercial foreign vessels owned by states that do not apply the International Convention on Salvage, 1989.

(iv) Wreck removal

Presently, Ghana has not ratified any international convention or protocol in relation to wreck removal. However, the Ghana Shipping Act contains detailed provisions on wreck removal. The Act provides for a Principal Receiver who exercises general direction and supervision over matters relating to a receiver of wreck and salvage.

The Director General of the Ghana Maritime Authority may also appoint any person to be a receiver of a wreck in a specific area. Where a person finds a wrecked vessel in Ghana, he must immediately notify the receiver of the area. The receiver for the area must immediately go to the place and assign duties and give directions to each person present who he thinks fit to preserve the vessel, the lives of persons, the cargo and apparel on the ship. It is an offence to disobey the directions of the receiver without reasonable excuse.

(v) Limitation of liability

Ghana signed the Convention on limitation of liability for maritime claims, 1976 on 1 December 1986, but is yet to ratify it. However, the Ghana Shipping Act makes provision for the limitation of liability. Under the Ghana Shipping Act, the following persons are entitled to limit their liability: shipowners; salvors; insurers; and persons for whose act, neglect or default, the shipowner or salvor is responsible. The following claims are subject to limitation:

- a) claims relating to loss of life or personal injury, or loss of or damage to property, including damage to harbour works, basins and waterways and aids to navigation, that occur on board or in direct connection with the operation of the ship or with salvage operations, and consequential loss resulting from these;
- b) claims in respect of loss resulting from delay in the carriage by sea of cargo, passengers or their luggage;
- c) claims on any other loss from infringement of rights other than contractual rights, that occur in direct connection with the operation of the ship or salvage operations;
- d) claims on the raising, removal, destruction or the rendering harmless of a ship that is sunk, wrecked, stranded or abandoned, including anything that is or has been on board the ship;
- e) claims on the removal, destruction or the rendering harmless of the cargo of a ship; and
- f) claims of a person other than the person liable in respect of measures taken to avert or minimise loss for which the person liable may limit liability, and further loss caused by those measures.

However, the claims referred to in paragraphs (d), (e) and (f) above are not subject to limitation of liability where the claims relate to remuneration under a contract with the person liable.

(vi) The limitation fund

The Ghana Shipping Act permits persons seeking to limit their liability to deposit into court an amount in the form of a security or guarantee, together with interest from the date of the occurrence that gives rise to the liability until the date the security or guarantee is deposited.

The Ghana Shipping Act has provided detailed modes of calculating liability depending on the claims. Thus, any security or guarantee paid in court must meet the minimum amounts required to be paid.

1.2 Which authority investigates maritime casualties in your jurisdiction?

The GMA investigates maritime casualties in Ghana.

The GMA was established under the Ghana Maritime Authority Act, 2002 (Act 630) to regulate, monitor and co-ordinate activities in the maritime industry.

1.3 What are the authorities' powers of investigation / casualty response in the event of a collision, grounding or other major casualty?

The GMA has the power to cause either a preliminary inquiry or a formal investigation to be conducted in respect of casualties in relation to a Ghanaian ship or casualties which occur in Ghanaian waters. These casualties are limited to: (i) the loss or presumed loss, stranding, grounding, abandonment of, or damage to, a ship; (ii) the loss of life caused by fire on board, or by an accident to a ship or ship's boat, or by an accident occurring on board a ship or ship's boat; or (iii) the damage caused to or by a ship.

The Ghana Shipping Act empowers the Director General of the GMA to appoint any person to conduct a preliminary inquiry into such casualties. After the preliminary inquiry, the GMA may also authorise a Wreck Commissioner to conduct a formal investigation into the casualty. The GMA, however, has the power to appoint a Wreck Commissioner to conduct the formal investigation without first conducting the preliminary inquiry.

In both the preliminary inquiry and the formal investigation, the authorised person and the Wreck Commissioner have the power to, among others:

- a) go on board a ship and inspect the ship or a part of it, or any of the machinery, boats, equipment or articles on board, or any of the certificates of its officers;
- b) require the attendance of the persons to appear before him and examine them on oath or affirmation; and
- c) require answers or returns to his inquiries.

Additionally, the Wreck Commissioner has the powers of a District Court and must also conduct the formal investigation in the same manner as a District Court tries its cases. This means that the Wreck Commissioner may exercise his powers to summon persons to appear before him for examination on oath and to produce any evidence.

The Wreck Commissioner must also be supported by two assessors who have a background in nautical, engineering or any other special skills or knowledge as the occasion demands.

After hearing the case, the Wreck Commissioner must make a full report containing a statement of the case and the recommendations of the Wreck Commissioner together with extracts from the evidence. Each assessor must also sign the report or state in writing to the GMA, his dissent to the report and the reasons for the dissent.

2 Cargo Claims**2.1 What are the international conventions and national laws relevant to marine cargo claims?**

Ghana is a party to the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, 1924 (Hague Rules). The Bills of Lading Act, 1961 (Act 42) (BOLA) incorporates articles 1 to 8 (Incorporated Rules) of the Hague Rules, with some modifications.

The Sale of Goods Act also has provisions relevant to marine cargo claims.

2.2 What are the key principles applicable to cargo claims brought against the carrier?

The provisions of the Hague Rules, as incorporated by the BOLA, generally apply to the carriage of goods by sea in ships carrying goods from any port in Ghana to any other port, whether in or outside Ghana.

In a contract for the carriage of goods by sea, there is no implied undertaking by the carrier of the goods to provide a seaworthy ship. Thus, it is always important for parties to provide an express clause bordering on the seaworthiness of the ship.

The carrier will not be liable for loss or damage arising from unseaworthiness unless caused by the carrier's failure to exercise due diligence to make the ship seaworthy and properly manned.

The carrier is not liable for loss or damage caused by any of the following incidents, among others: act of God; act of war; act of public enemies; quarantine restrictions; fire; and any other cause arising without the actual fault of the carrier or his agents.

Every consignee of goods named in a bill of lading, and every endorsee of a bill of lading to whom the property in the goods passes under the contract based on which the endorsement was made, assumes all rights and liabilities in respect of the goods as if the contract expressed in the bill of lading had been made with himself. Thus, he may sue and be sued in respect of the goods.

2.3 In what circumstances may the carrier establish claims against the shipper relating to misdeclaration of cargo?

Under the Hague Rules (as incorporated in the BOLA), the shipper must indemnify the carrier against all loss, damages and expenses arising or resulting from inaccuracies in the particulars the shipper may provide on the marks, number, quantity and weight of the goods.

Under the Ghana Shipping Act, if a shipper of dangerous goods fails to distinctly mark the nature of the goods on the packaging, the master or owner of the ship may dispose of the goods, together with the package or container without incurring any civil or criminal liability for disposing the goods.

2.4 How do time limits operate in relation to maritime cargo claims in your jurisdiction?

Under the Hague Rules (incorporated in Ghanaian law), the carrier and ship are discharged from all liability in respect of loss or damage of goods unless the suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

3 Passenger Claims

3.1 What are the key provisions applicable to the resolution of maritime passenger claims?

Under the Ghana Shipping Act, the shipowner's liability in respect of claims on a distinct occasion for loss of life or personal injury to passengers of a ship is limited to an amount of 46,666 Units of Account multiplied by the number of passengers, which the ship is authorised to carry according to the ship's certificate, not exceeding 25 million Units of Account. A Unit of Account means the special drawing right under the Articles of Agreement of the International Monetary Fund.

A claim for loss of life or personal injury to passengers of a ship may be brought by or on behalf of a person carried in that ship:

- a) under a contract of passenger carriage; or
- b) who, with the consent of the carrier, is accompanying a vehicle or live animals which are covered by a contract for the carriage of goods.

3.2 What are the international conventions and national laws relevant to passenger claims?

Ghana is not a party to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea 1974 (Athens Convention) as amended by the 2002 Protocol. The Ghana Shipping Act, however, requires the Minister of Transport to consider the Athens Convention and its amendments in making regulations: (a) in respect of accommodation facilities and provisions on board ships that carry passengers to or from a port in Ghana; (b) requiring the preparation and furnishing of particulars of the passengers to or from a port in Ghana; (c) regulating the number of passengers that a ship may carry from a port in Ghana whether or not the ship is a passenger ship; and (d) to prescribe the terms and conditions on which a ship may carry passengers between ports in Ghana. The Minister of Transport has not made the Regulations. Therefore, the Ghana Shipping Act remains the main national legislation on passenger claims.

3.3 How do time limits operate in relation to passenger claims in your jurisdiction?

An action to enforce a claim against a ship, or the owners of the ship in respect of a damage to or loss of another ship, or in respect of loss of life or personal injury suffered by a person on board that other ship, caused by the fault of the ship, must be commenced within two years from the date when the damage or loss or injury was caused. However, there is no specific provision for time limit for passenger claims against their carrier. In the absence of such provision, it may be argued that such claims may be subject to the statutory limits for either simple contracts or torts (six or three years respectively) under the Limitations Act, 1972 (NRCDC 54).

4 Arrest and Security

4.1 What are the options available to a party seeking to obtain security for a maritime claim against a vessel owner and the applicable procedure?

A party seeking security may apply to the court to issue a warrant of arrest of the property against which the maritime claim is brought. The debtor may, after the arrest of the vessel, pay a sum of money into court as a security payment for the release of the vessel.

An application for arrest of a vessel is usually made *ex parte* after the issuance of the writ to the High Court after the issuance of the writ. In practice, the application should be filed after conducting a search that there is no caveat against arrest. The rules of court permit the court to issue a warrant of arrest, even if there is a caveat against the arrest in force.

The affidavit in support of the application for the warrant of arrest must disclose the following details:

- a) the name, address and occupation of the applicant for the warrant;
- b) the nature of the claim or counterclaim in respect of which the warrant is required and the fact that it has not been satisfied; and

- c) the nature of the property to be arrested and, if the property is a ship, the name of the ship and the port to which she belongs.

In an action for possession of a ship, the affidavit must state the nationality of the ship against which the action is brought, and the required notice annexed to the affidavit.

The warrant of arrest will not, however, be executed if the party at whose instance it has been issued lodges a written request to that effect with the Registrar.

4.2 Is it possible for a bunker supplier (whether physical and/or contractual) to arrest a vessel for a claim relating to bunkers supplied by them to that vessel?

A vessel may be arrested if there is a maritime claim or action against the vessel. There is no judicial or statutory definition for what a maritime claim is in Ghana. Instead, the courts list a number of claims involving a vessel over which the High Court will have jurisdiction. Therefore, maritime claims in Ghana are determined by reference to the specific dispute listed as forming part of the admiralty jurisdiction of the High Court.

There is no specific mention of claims by bunker supplier in the type of disputes included in the admiralty jurisdiction of the High Court. However, it may be argued that bunkers supplied to a vessel constitutes necessities supplied to a vessel.

Maritime claims include a claim for necessities supplied to a foreign ship (whether supplied on the high seas or within territorial waters) and a claim for necessities supplied to a ship elsewhere than in the port to which the ship belongs.

4.3 Is it possible to arrest a vessel for claims arising from contracts for the sale and purchase of a ship?

In a claim for the title to or ownership of a ship, or the proceeds of the sale of a ship, arising in an action relating to possession, salvage, damage, necessities, wages or bottomry, the party can cause a warrant of arrest to be issued against the property that is the subject of the claim.

4.4 Where security is sought from a party other than the vessel owner (or demise charterer) for a maritime claim, including exercise of liens over cargo, what options are available?

Apart from a ship owner or demise charterer, a vessel can be arrested upon a claim against a manager or operator of a vessel in limited circumstances recognised by the law as giving rise to a maritime lien.

4.5 In relation to maritime claims, what form of security is acceptable; for example, bank guarantee, P&I letter of undertaking?

Security in the form of bank guarantees, letters of undertaking and protection and indemnity insurance are all acceptable.

4.6 Is it standard procedure for the court to order the provision of counter security where an arrest is granted?

Yes, a warrant will not be executed until an undertaking in writing, satisfactory to the Registrar to pay the fees and expenses of the bailiff, has been lodged in the registry.

4.7 How are maritime assets preserved during a period of arrest?

Once the arrest has been effected, the asset is placed in the control of the Registrar of the Court, who must be responsible for the preservation of the arrest pending the conclusion of the action.

4.8 What is the test for wrongful arrest of a vessel? What remedies are available to a vessel owner who suffers financial or other loss as a result of a wrongful arrest of his vessel?

Wrongful arrest occurs when an arrest is made without reasonable and probable cause.

A vessel owner whose property in respect of which a caveat against arrest is in force and whose property is arrested, may apply to the court for an order upon proof that the party procuring the arrest of the property did not have good and sufficient reason for doing so.

The court may, upon satisfaction, then discharge the warrant and may also order the party procuring the arrest to pay to the applicant damages in respect of the loss suffered by the applicant as a result of the arrest.

4.9 When is it possible to apply for judicial sale of a ship and what is the procedure for judicial sale?

It is possible to apply for an order for judicial sale of a ship under two main circumstances.

- Where the court has awarded a final or default judgment.
- Where there is a transmission of a ship to an unqualified person.

Procedure for judicial sale

Generally, the process begins with the court first making an order for the sale of the ship. The party seeking to enforce the order for sale of the ship will then file a request for a commission to appraise and sell the ship with the Registrar of the High Court. The request is filed together with a written undertaking to pay the fees and expenses incurred by the Registrar. After this is done, the Registrar will then execute the commission unless the court decides otherwise.

Prior to the forced sale of a ship in Ghana, the Ghana Maritime Authority is required to give the relevant parties, such as holders of registered mortgages and the registered owner of the ship, a 30-day notice (including press announcements and registered or electronic mail) of the details of the forced sale. The Registrar will thereafter initiate the sale by auction and pay the gross proceeds of the sale into court. The Registrar is required to present an account to the court on the sale with supporting vouchers.

Interested parties may object to the Registrar's account relating to the sale. If any of the objections are not sustained to invalidate the sale, the court will make its orders that will contain a declaration vesting in the person named by the court the right to transfer the ship, as if that person were the registered owner of the ship or had any share in it.

Moreover, the costs and expenses arising from the sale of the ship must be paid first out of the proceeds of the sale, including the costs for the upkeep of the ship and the crew, as well as wages and other costs incurred from the time of the arrest of the ship. The balance of the proceeds must be distributed to the extent necessary to satisfy the respective claims in order of priority and then, if there is a remainder (after the satisfaction of all claims), that amount must be given to the owner of the ship.

In the instance where a Ghanaian ship or a share in it is transmitted on death, insolvency or otherwise to a person who is not qualified to own it, the court has a wide discretion to consider evidence that it deems necessary and may generally act “as the justice of the case requires”. The application for sale must be filed within 30 days after the event leading to the transfer, or within a further period of no more than one year after the event leading to the transfer. When the High Court grants the order, the sale must be performed by the Registrar of the High Court and the proceeds of the sale must be paid to the person entitled under the transmission after deducting the expenses involved in the sale. If the application is not made within the stipulated time, or the court refuses to grant the application, the ship must be subject to forfeiture.

5 Evidence

5.1 What steps can be taken (and when) to preserve or obtain access to evidence in relation to maritime claims including any available procedures for the preservation of physical evidence, examination of witnesses or pre-action disclosure?

Obtaining and preserving evidence is governed by the High Court (Civil Procedure) Rules 2004 (C. I. 47) and the Evidence Act in relation to maritime claims.

C. I. 47 does not provide for pre-action disclosures. To obtain and preserve evidence, an action has to first be initiated. A claimant must make an *ex parte* application where there is an urgent need to preserve evidence. The court may, upon an application by a party order that a specific property that is the subject matter of the dispute be detained, be kept in custody or preserved pending the determination of the matter. The court may similarly order that any monies, subject of which is in dispute, be paid into court pending the determination of the matter.

With reference to the examination of witnesses, each party is required to file witness statement(s) before trial begins. The party is required to tender in this witness statement as evidence on oath during trial. The other party is then allowed to cross examine the witness based on the evidence adduced in the witness statement.

5.2 What are the general disclosure obligations in court proceedings? What are the disclosure obligations of parties to maritime disputes in court proceedings?

The general rules for disclosure applicable to all civil disputes are applicable to maritime disputes.

The Parties may agree to a mutual disclosure where, within 14 days after the close of pleadings, they file and serve on each other a list of documents in their possession, custody or power that relates to the matter in contention. In practice, litigants rarely use mutual disclosures as they would rely on documents exhibited to their written witness statements.

Thus, when one party needs documents in the possession of the other, they may file an application during the application for directions stage, for an order that the other party serve on the applicant, a list of the documents in their possession, custody or power. Upon receipt of the list, the applicant may demand inspection of the documents and copies of specific documents on the list. Alternatively, a party may file an application demanding the production of documents knowingly in the possession of the other party.

The court, however, will not make any of these orders stated above if it is of the opinion that it is unnecessary to dispose of the matter at hand or does not in any way save cost.

5.3 How is the electronic discovery and preservation of evidence dealt with?

There are no specific rules on electronic discovery and preservation of evidence. The discovery and preservation of digital evidence are determined based on statute and case law. As an example, a provider of electronic service is required to preserve records and other evidence in its possession upon a written request of a law enforcement agency. The service provider is also only required to disclose information on a subscriber only upon receipt of a court order.

In addition, the court is required to assess electronic record for the purpose of admissibility and, in particular, to have regard to the:

- a) reliability of the manner in which the electronic record was generated, displayed, stored or communicated;
- b) reliability of the manner in which the integrity of the information was maintained;
- c) manner in which its originator was identified; and
- d) any other facts that the court may consider relevant.

6 Procedure

6.1 Describe the typical procedure and timescale applicable to maritime claims conducted through: i) national courts (including any specialised maritime or commercial courts); ii) arbitration (including specialist arbitral bodies); and iii) mediation / alternative dispute resolution (ADR).

6.1.1 Which national courts deal with maritime claims?

The Courts Act gives the High Court jurisdiction over maritime claims with the right of appeal to the Court of Appeal and Supreme Court. Maritime claims are classified as commercial claims under C.I. 47 and are conducted under the procedural rules for commercial claims. The timeframe for determining maritime claims depends on the complexity of the claim and whether it is contested.

On average, it takes about one to two years for a case to proceed from initiating to trial.

6.1.2 Which specialist arbitral bodies deal with maritime disputes in your jurisdiction?

There are no arbitral bodies that deal specially with maritime disputes in Ghana. However, there are few arbitral institutions for resolving commercial disputes including some marital claims.

6.1.3 Which specialist ADR bodies deal with maritime mediation in your jurisdiction?

There are no specialist ADR Bodies that deal with maritime mediation in Ghana. They are usually handled under existing ADR institutions, such as the Ghana Association of Certified Mediators and Arbitrators and the Marion Conflict Resolution Center.

6.2 What are the principal advantages of using the national courts, arbitral institutions and other ADR bodies in your jurisdiction?

The courts of Ghana are independent and not subject to external influences. The decision of the national courts is also appealable and therefore a party against whom a decision may have been wrongly decided can appeal the decision up to the apex court, which is the Supreme Court. The use of precedents in

the national courts offers the parties an ability to anticipate how the judge may decide the matter based on past decisions and to prepare adequately to persuade the court. There are also special rules for the division of the High Court and in relation to maritime claims. These rules are designed to facilitate the amicable resolution of commercial disputes and, where the trial is inevitable, to do so expeditiously.

Arbitration and other ADR mechanisms are frequently used to resolve disputes in Ghana. The parties' freedom to constitute an arbitral panel with the requisite technical subject matter competence is the major advantage.

6.3 Highlight any notable pros and cons related to your jurisdiction that any potential party should bear in mind.

The Ghanaian courts have a long history of resolving admiralty and shipping disputes. Ghana is a major common law system, as such Ghanaian jurisprudence on ship arrest and maritime claims generally have continued to be shaped by English court decisions. The Ghanaian courts' approach to the arrest of vessels are speedy and reflective of the courts' awareness of the need for balance between the rights of the claimants and the impact of the courts of court orders on vessels.

A notable con is the absence of clear definition of a maritime claim. This has resulted in a continued reliance on a fixed list of claims stated under the Courts Act passed in the 1990s.

7 Foreign Judgments and Awards

7.1 Summarise the key provisions and applicable procedures affecting the recognition and enforcement of foreign judgments.

Ghana is not a party to any international convention on the recognition and enforcement of foreign judgments. A foreign judgment may be enforced in Ghana, either under statute or common law. Foreign judgments that can be recognised and enforced under statute are those specifically listed in the schedule to the Foreign Judgments and Maintenance Orders (Reciprocal Enforcement Instrument), 1993 (L.I. 1575). L.I. 1575 specifies the courts and the countries whose judgments are registrable in Ghana.

A person seeking to enforce a foreign judgment must first apply to the High Court in Ghana to register it within six years after the date of judgment or where there has been an appeal, after the last judgment given in those proceedings.

The High Court may register the judgment if it is satisfied that: firstly, the judgment was decided by a superior court of the foreign country; secondly, the judgment is final and conclusive between the parties; thirdly, the judgment is one for the payment of money, not being money payable as taxes or other charges of a similar nature or in respect of a fine or other penalty; and lastly, the judgment was given after the coming into force of the reciprocal arrangement with Ghana (that the judgment originates from any of the countries listed in L.I. 1575).

The High Court has the power to refuse to register the judgment if it has been wholly satisfied; or it could not be enforced by execution in the country of the original court. Additionally, the court may set aside its previous registration of a judgment if, among others, it offended the rules of natural justice, public policy of Ghana or was obtained by fraud.

A judgment from a country that is not listed in L.I. 1575 and does not have a reciprocal arrangement with Ghana must be enforced at common law. The party seeking to enforce it

must commence a fresh suit in Ghana and rely on the foreign judgment as a fact in support of the claims.

7.2 Summarise the key provisions and applicable procedures affecting the recognition and enforcement of arbitration awards.

The enforcement and recognition of arbitral awards is governed by the Alternative Dispute Resolution Act, 2010 (Act 798), which incorporates the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958 (New York Convention). Enforcement and recognition of such awards are dependent on the existence of a reciprocal arrangement between Ghana and the foreign country or whether the award was made under the New York Convention.

The High Court must be satisfied that the award was made by a competent authority under the laws of the foreign country and there is no pending appeal against the award in any court under the applicable law. Lastly, the person seeking to enforce the award must produce original or duly authenticated copies of the award and the arbitration agreement.

The Court may, however, refuse to enforce the award if:

- a) the award has been annulled in the country in which it was made;
- b) the party against whom the award is invoked was not given sufficient notice to enable the party to present the party's case;
- c) a party, lacking legal capacity, was not properly represented;
- d) the award does not deal with the issues submitted to arbitration; or
- e) the award contains a decision beyond the scope of the matters submitted for arbitration.

8 Offshore Wind and Renewable Energy

8.1 What is the attitude of your jurisdiction concerning the maritime aspects of offshore wind or other renewable energy initiatives? For example, does your jurisdiction have any public funding programme for vessels used in offshore wind? Summarise any notable legislative developments.

Ghana has not enacted any specific legislation in relation to the maritime aspects of offshore wind or other renewable energy initiatives. However, in 2019, the Government of Ghana adopted a Renewable Energy Master Plan (REMP) with the aim of increasing Ghana's renewable energy in the national energy generation mix from 42.5 MW in 2015 to 1363.63 MW by 2030. The REMP recognised wind resource in Ghana as the highest along the east coast of the Greenwich Meridian. Thus, the REMP, among others, aims to identify and encourage high businesses along the coastal areas to go into a wind-power captive generation.

8.2 Do the cabotage laws of your jurisdiction impact offshore wind farm construction?

Offshore Wind farm installation vessels may generally fall under the vessels covered by the Ghana Shipping (Cabotage) Regulations, 2021 (L.I. 2438). Thus, unless exempt, a foreign offshore wind farm installation vessel would be required to obtain a permit under L.I. 2438. However, the law permits the GMA to exempt foreign vessels to perform certain services within Ghana's maritime jurisdiction where there is no

Ghanaian-registered, owned or manned vessel that is suitable and available to perform or provide that particular service.

9 Updates and Developments

9.1 Describe any other issues not considered above that may be worthy of note, together with any current trends or likely future developments that may be of interest.

Two new regulations have been passed: the Ghana Shipping (Cabotage) Regulations, 2021 (L.I. 2438); and the Ghana Shipping (Carriage of Containers) Regulations, 2022 (L.I. 2439). The purpose of the L.I. 2439 is to incorporate into Ghanaian law, the Chapter VI amendment of the International Convention

for the Safety of Life at Sea, 1974 regarding the Verified Gross Mass of Containers Carrying Cargo. It also seeks to incorporate other related International Maritime Organisation conventions and instruments on safe carriage of cargo by sea.

Although Ghana does not currently have legislation relating to renewable energy initiatives in the maritime industry, the Government of Ghana has demonstrated commitment towards renewable energy. For instance, earlier in February 2023, the Ghana Maritime Authority hosted the first-ever International Green Shipping Conference in Africa, where key maritime industry players met to explore the opportunities and challenges associated with transitioning to green shipping. Thus, green shipping will continue to be a pressing issue for the GMA and the shipping industry as government intensifies efforts to modernise Ghana's shipping industry.



Augustine B. Kidisil is the Managing Partner of the Ghana office of Templars. His experience spans the disparate yet connected fields of transactional work and dispute resolution. He leads the firm's International Economic Law and Shipping practice. Before joining Templars, Augustine founded Ferociter, a budding law firm that later merged with Templars. Augustine also worked in a leading Accra-based law firm, where he co-headed the firm's Dispute Resolution practice and advised multinational corporations like Google Inc., Asanko Gold, Golar, Volvo (Trucks & Equipment), Atlas Copco, Tullow, Halliburton, Eni, NOV and Glencore on various projects in Ghana.

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