

Legal 500

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Nigeria

Shipping

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This country-specific Q&A provides an overview of shipping laws and regulations applicable in Nigeria.

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Nigeria: Shipping

1. What system of port state control applies in your jurisdiction? What are their powers?

In Nigeria, the Port State Control program is conducted by the Nigerian Maritime Administration and Safety Agency ("NIMASA"). NIMASA has the power to, *inter alia*¹:

- a. inspect vessels for compliance with International Maritime Organization ("IMO") conventions on ship safety and pollution prevention, and
- b. detain deficient vessels and ensure compliance of such vessels with international maritime safety standards.

Footnote(s):

¹ Section 23 of the Nigerian Maritime Administration and Safety Agency Act, 2007 ("NIMASA Act").

2. Are there any applicable international conventions covering wreck removal or pollution? If not what laws apply?

Nigeria is a signatory to the Nairobi International Convention on the Removal of Wrecks, 2007 (the "**Nairobi Convention**"). However, the Nairobi Convention does not have the force of law in Nigeria, as it is yet to be ratified and enacted as legislation or a law of the National Assembly, as required by Section 12 of the Constitution of the Federal Republic of Nigeria, Cap C23, Laws of the Federation of Nigeria ("LFN") 2004 (as amended) (the "**Nigerian Constitution**").

Notwithstanding the foregoing, Part XXVI (Sections 361–368) of the Merchant Shipping Act 2007 ("MSA") provides for the marking and removal of wrecks. Section 365 of the MSA places the responsibility for removing any ship that becomes a wreck on its owners. The MSA excludes ships that, at the time of the incident, were warships, naval auxiliaries, or Nigerian government ships used only on non-commercial, government-service². Section 366 of the MSA empowers the Receiver of Wrecks (NIMASA) to mark hazardous wrecks and inform the ship owner of the wreck, following which the ship owner is expected to remove such hazardous wrecks. Likewise, Section 22(1)(n) of the NIMASA Act empowers the Agency to receive and remove wrecks.

Furthermore, by Section 7(d) of the Nigerian Ports Authority Act, the Nigerian Ports Authority ("NPA")³ has the function of cleaning, deepening and improving all waterways in Nigeria.

In relation to pollution, the Part XXII of the MSA, particularly, Section 335, provides for the application of the provisions of the following conventions to regulate pollution by ships in Nigeria:

- a. the International Convention for the Prevention of Pollution from Ships, 1973/1978 and its Annexes thereto;
- b. the Convention relating to Intervention on the High Seas in cases of Threatened Oil Pollution Casualties, 1969;
- c. the International Convention on Prevention of Marine Pollution by Dumping of Wastes and Other Matters, 1972;
- d. the International Convention on Oil Pollution Preparedness, Response and Cooperation, 1990;
- e. the International Convention on Civil Liability for Oil Pollution Damage, 1992;
- f. the Convention on Limitation of Liability for Maritime Claims, 1976 ("LLMC") and the 1996 Protocol thereto;
- g. the Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage, 1971, and its Protocol of 1992;
- h. the Basel Convention on the Control of Transboundary Movements of Wastes and their Disposal, 1989; and
- i. any international agreement or convention relating to the prevention, reduction, or control of pollution of the sea or other waters by matters from ships, and civil liability and compensation for pollution damage from ships to which Nigeria is a party.

Other Nigerian legislations governing pollution are as follows:

- i. the Environmental Impact Assessment Act, Cap E12, LFN 2004;
- ii. the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage, 1971 as amended (Ratification and Enforcement) Act, Cap I30, LFN 2004;
- iii. the National Environmental Standards and Regulations Enforcement Agency Act 25, 2007;
- iv. the NIMASA Act;
- v. the Ship Generated Marine Waste Reception Facilities

- Regulations, 2012;
- vi. the Sewage Regulations, 2012;
 - vii. the Sea Protection Levy Regulations, 2012;
 - viii. the OPRC Regulations, 2012;
 - ix. the Sea Dumping Regulations, 2012;
 - x. the Dangerous or Noxious Substances Bulk Regulations, 2012;
 - xi. the Liability and Compensation Regulations, 2012;
 - xii. the Harmful Substances in Packaged Form Regulations, 2012;
 - xiii. the Anti-Fouling Regulations, 2012;
 - xiv. the Ballast Water Regulations, 2012;
 - xv. the Prevention of Pollution by Garbage Regulations, 2012; and
 - xvi. the Prevention of Oil Pollution Regulations, 2012.

In November 2024, Nigeria ratified the (i) Protocol Relating to Intervention on the High Seas in Cases of Pollution by Substances Other than Oil, 1973 as amended (Intervention Protocol), and (ii) Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships, 2009, but they are yet to be enacted as legislations or laws of the National Assembly, as required by Section 12 of the Nigerian Constitution.

Footnote(s):

² Section 362 of the MSA.

³ Palm Line Ltd v. Nigerian Ports Authority [1973] 3 CCHCJ 5.

3. What is the limit on sulphur content of fuel oil used in your territorial waters? Is there a MARPOL Emission Control Area in force?

Nigeria is currently taking steps to ensure compliance with the 0.50% m/m (mass by mass) limit on sulphur content of fuel oil as proscribed by the IMO Sulphur Regulation 2020 ("IMO 2020 MARPOL Annex VI").

There is no MARPOL Emission Control Area in force in Nigeria. However, efforts are in place to ensure that the IMO 2020 MARPOL Annex VI is complied with by all vessels sailing in Nigerian waters.

4. Are there any applicable international conventions covering collision and salvage? If not what laws apply?

The Convention on the International Regulations for Preventing Collisions at Sea, 1972 ("COLREGS") is the applicable convention that seeks to regulate and prevent

the collision of vessels and maintain discipline of marine traffic on the high seas. The COLREGS has force of law in Nigeria pursuant to Section 265 of the MSA and the Merchant Shipping (Collision) Rules, 2010 (modelled after the COLREGS).

Pursuant to Sections 215 and 387 of the MSA, the International Convention on Salvage 1989 has force of law, and it forms the basis of Nigeria's salvage regime, as set out in Part XXVII of the MSA. Sections 338–344 of the MSA also provide for liability in collision cases. Also of importance is the Merchant Shipping (Wrecks and Salvage) Regulations 2010, which sets out the procedure for investigating wrecks and salvage.

Other legislation and/or rules within the legal framework, which particularly address the issue of collision and salvage, include the Admiralty Jurisdiction Act, Cap A5, LFN 2004 ("AJA"); the Admiralty Jurisdiction Procedure Rules, 2023 ("AJPR"); and the Coastal and Inland Shipping (Cabotage) Act, Cap A5, LFN 2004.

5. Is your country party to the 1976 Convention on Limitation of Liability for Maritime Claims? If not, is there equivalent domestic legislation that applies? Who can rely on such limitation of liability provisions?

Nigeria is a signatory to the LLMC (and its 1996 Protocol) and has domesticated them into national law by the provisions of Section 335 of the MSA.

By Section 352 of the MSA, shipowners, salvors, any person for whose act, neglect or default the shipowner or salvor is responsible and an insurer of liability for claims subject to limitation may limit their liability under the limitation of liability provisions. For this purpose, a "shipowner" is defined as the owner, charterer, manager and operator of a ship; while a "salvor" is defined as any person rendering services for salvage operations. Salvage operations is defined in the MSA as any activity undertaken to assist a vessel or any other property in danger in navigable waters or in any other waters whatsoever.

Further to Section 352(1) of the MSA, the types of claims that are subject to limitation are claims for loss of life, personal injury, or loss of or damage to property, while Section 353 lists the claims that may not be subject to limitation (such as claims for salvage or contribution in general average, oil pollution liability and claims in respect of nuclear damage).

6. If cargo arrives delayed, lost or damaged, what can the receiver do to secure their claim? Is your country party to the 1952 Arrest Convention? If your country has ratified the 1999 Convention, will that be applied, or does that depend upon the 1999 Convention coming into force? If your country does not apply any Convention, (and/or if your country allows ships to be detained other than by formal arrest) what rules apply to permit the detention of a ship, and what limits are there on the right to arrest or detain (for example, must there be a "maritime claim", and, if so, how is that defined)? Is it possible to arrest in order to obtain security for a claim to be pursued in another jurisdiction or in arbitration?

Nigeria acceded to the International Convention for the Unification of Certain Rules Relating to the Arrest of Ocean-Going Vessels, 1952 (the "**Arrest Convention**") in 1963 but did not domesticate it in order to have the force of law in Nigeria, as required by Section 12 of the Nigerian Constitution. Nonetheless, provisions of the Arrest Convention were incorporated into the AJA.

Currently, the AJA and AJPR govern the arrest of ships as security for claims in Nigeria. Under the AJA, a maritime claim can either be a 'proprietary maritime claim' or a 'general maritime claim'. The AJA defines a 'proprietary maritime claim' as a claim relating to the ownership, possession and mortgage of ships, mortgage of ships' freights as well as claims for the enforcement of a judgement of the Federal High Court ("**FHC**") or any court (including a court of a foreign country) against a ship or other property in an admiralty proceeding *in rem*.

A 'general maritime claim' is defined to cover other shipping claims such as damage done or received by a ship, personal injury, loss of or damage to goods carried by a ship, unpaid hire or freight, insurance premium in relation to a ship, etc.

The AJA entitles a claimant with a proprietary maritime claim (and a maritime lien, as defined below, or other charge) to proceed *in rem* against the ship in connection with which the claim arises. A claimant with a general maritime claim is, however, vested with only an *in personam* right. However, Section 5(4) of the AJA empowers a claimant to proceed *in rem* against:

- a. the ship, in connection with which the general maritime claim arises, if the person who ordinarily would have been liable in an action *in personam* (i.e.,

the "**relevant person**") was, when the cause of action arose, the owner of the ship as respect all of its shares or bareboat charterer of the ship, or

- b. any other ship of which, at the time when the action is brought, the relevant person is the beneficial owner as respects all the shares in the ship (a "**Sister Ship**").

A ship can also be arrested on the basis of a maritime lien (as defined below) or other charge on the ship.

It is not possible to arrest a ship in Nigeria **solely** to obtain security for a claim to be pursued in another jurisdiction or in arbitration. The AJA however provides that where a ship has been arrested for a maritime claim, the FHC may order that the ship be released upon provision of security for the satisfaction of any award or judgment that maybe made in the arbitration or in a proceeding in the court of the foreign country⁴.

Footnote(s):

- ⁴ Section 10 of the AJA.

7. For an arrest, are there any special or notable procedural requirements, such as the provision of a PDF or original power of attorney to authorise you to act?

There is no requirement for the provision of a power of attorney (whether PDF or original) to authorise counsel to act in arrest proceedings.

However, the AJPR:

- a. requires the arresting party to, ensure, by conducting a search in the caveat book, that a caveat against arrest is not in force on the ship before filing an arrest application.
- b. provides that an application for a warrant of arrest of a ship can be made where the ship is expected to arrive Nigerian territorial waters within three (3) days.
- c. requires the claimant, as part of its arrest application, to provide an (a) undertaking to indemnify the Admiralty Marshal, on demand in respect of all charges and expenses incurred in relation to arrest of the Vessel, and (b) an undertaking to pay and/or indemnify the defendant(s) against any loss or damages that it/they may suffer in the event that the Court finds that the arrest order was frivolous (the "**Undertaking as to Damages**").

8. What maritime liens / maritime privileges are

recognised in your jurisdiction? Is recognition a matter for the law of the forum, the law of the place where the obligation was incurred, the law of the flag of the vessel, or another system of law?

Maritime liens are as defined by relevant Nigerian laws. The AJA⁴ defines 'maritime liens' to include liens for:

- c. Salvage; or
- d. damage done by a ship, or
- e. wages and others for the master or a member of the crew of a ship; or
- f. master's disbursements.

In addition to the above, the MSA⁵ recognises a 'maritime lien' as:

- i. claims for wreck removal and contribution in general average
- ii. claims in respect of loss of life or personal injury occurring whether on land or on water in direct connection with the operation of the ship, or
- iii. claims for ports, canal and other waterways, dues and pilotage dues.

However, parties may by contract agree to apply the law of the place where the obligation was incurred, the law of the flag of the vessel, or another system of law, in which case Nigerian courts would be bound to give effect to even maritime liens not recognised under Nigerian law, due to the agreement of parties.

Footnote(s):

⁴ Section 5(3) of the AJA

⁵ Section 66 of the MSA

9. Is it a requirement that the owner or demise charterer of the vessel be liable in personam? Or can a vessel be arrested in respect of debts incurred by, say, a charterer who has bought but not paid for bunkers or other necessities?

Under Nigerian law, an action *in rem* may be brought against a vessel in respect of a general maritime claim if the owner or demise charterer would be liable *in personam* at the time the cause of action arose. According to the explicit provisions of Section 5(4) of the AJA, the owner must be the beneficial owner of all shares in the vessel for an action *in rem* to be proper.

Unless liability may be deemed to lie to such owner or demise charterer *in rem*, the vessel may not be arrested for unpaid bunkers or necessities.

10. Are sister ship or associated ship arrests possible?

Sister Ship arrests are permitted in Nigeria – see our response to question 6 above. Associated ship arrests are not possible.

11. Does the arresting party need to put up counter-security as the price of an arrest? In what circumstances will the arrestor be liable for damages if the arrest is set aside?

No, the arresting party need not put up counter-security of any value to procure an arrest order. However, Order 13 of the AJPR provides that the court may order security for costs on the application of the arrested party where the plaintiff's claim is in excess of Ten Million Naira (N10,000,000.00) or its foreign currency equivalent or where the plaintiff has no assets in Nigeria. The acceptable forms for court-ordered security for cost are (i) a cash deposit of the specified sum into court, (ii) a letter of undertaking ("LOU") from a member of the International Group of Protection and Indemnity Clubs ("IGP&I"), or (iii) a guarantee from a Nigerian bank or insurance company.

An arrestor is not automatically liable for damages simply because the arrest order was set aside. An arrestor will be liable for damages when it is proved that the arrest was occasioned unreasonably and without good cause.

The foregoing is why an Undertaking as to Damages is a condition for granting a warrant of arrest of a ship.

12. How can an owner secure the release of the vessel? For example, is a Club LOU acceptable security for the claim?

An owner (or any other party interested in an arrested vessel) can procure the release of the arrested vessel by settling the claim or providing the security stated in the arrest order. The usual form of security requested by an arrestor, and which the Court orders as satisfactory for the release of an arrested vessel, is a bank guarantee issued by a first-class Nigerian bank.

The AJPR, however, permits the other forms of security (and which the party seeking to release the vessel may

provide, in the value of the amount claimed or the value of the vessel, whichever is less, subject to the Court's variation of its arrest order): (i) payment of cash into the Court's nominated account, (ii) guarantee from a Nigerian insurance company, and (iii) LOU from a member of the IGP&I.

13. Describe the procedure for the judicial sale of arrested ships. What is the priority ranking of claims?

Where a ship has been under arrest for no less than sixty (60) days, and her owners have failed to provide security for her release, the court may, on the application of the arrestor or any interested party, order that the ship be valued and sold by the Admiralty Marshal and the proceeds of the sale placed in an interest yielding fixed deposit account in the name of the Admiralty Marshal pending further orders from the court. Interestingly, the definition of an '*interested person*' in the AJPR now includes any person with a legal, equitable, or security interest in the ship or other property.

Notwithstanding the foregoing, the court may also (i) on the application of the arrestor or any interested party, or (ii) on its own volition, but with notice to the relevant parties and subject to a valuation, order the sale of the arrested ship where it is deteriorating in value.

Whilst the Admiralty Marshal has custody of the arrested ship, the arrestor(s) are liable for the cost of maintaining the ship until she is released or sold by the Admiralty Marshal. An application by the arrestor or any interested party for an order for the valuation and sale of the arrested ship constitutes an undertaking by the said party to pay, on demand to the Admiralty Marshal the cost of complying with the judicial sale order. The Admiralty Marshal is also entitled to deduct two percent (2%) from the proceeds of the sale of the ship to cover its costs (including bank charges) for the valuation and sale of the vessel.

Unless ordered by the court, the judicial sale of an arrested ship will be undertaken by a public auction conducted twenty-one (21) days after the Admiralty Marshal places an advertisement to that effect in two (2) national daily papers. Where the parties agree to the sale of the arrested ship by private treaty, the court may order the same.

Within twenty-one (21) days after the sale of the ship, the Admiralty Marshal shall (i) file a return of sale, an account of sale, and the vouchers of sale, and (ii) pay the proceeds of sale to the court.

The court will determine the priority of claims upon the sale of an arrested ship upon application by a party in the following order:

- g. Statutory or court charges and expenses like the Admiralty Marshal's expenses in connection with the ship or property;
- h. salvage, wreck removal, and contribution in general average;
- i. wages and other sums due to the master, officers, and other members of the ship's complement in respect of their employment on the ship;
- j. disbursements of the master on account of the ship;
- k. loss of life or personal injury occurring, whether on land or water in direct connection with the operation of the ship;
- l. ports, canal, and other waterways, dues, and pilotage dues;
- m. possessory liens (repairer's lien – where the ship is still in possession);
- n. mortgages – priority of mortgages is determined by the date on which each mortgage is recorded in the register, and registered mortgages have priority over unregistered mortgages;
- o. *in rem* action for possession or ownership of a ship;
- p. *in rem* action in relation to a dispute between co-owners, possession or use of a ship;
- q. *in rem* action in relation to loss or damage to cargo carried on a ship;
- r. lien *in rem* action in relation to damage received by a ship;
- s. *in rem* action in relation to a dispute arising out of contracts for carriage of goods or use of a ship; and
- t. *in personam* action.

14. Who is liable under a bill of lading? How is "the carrier" identified? Or is that not a relevant question?

The carrier is usually liable under a bill of lading. The carrier would usually be the owner (or bareboat charterer) of the vessel, unless there a clear statement that someone else is the carrier.

15. Is the proper law of the bill of lading relevant? If so, how is it determined?

Nigerian courts recognise and enforce the law of the bills of lading. Specifically, Section 10 of the AJA empowers the FHC to recognise and enforce arbitration clauses in admiralty agreements.

16. Are jurisdiction clauses recognised and enforced?

Generally, Nigerian courts usually recognise law and jurisdiction clauses stated in contracts, including bills of lading. However, where the competence of an action is challenged on the ground that a bill of lading states a foreign jurisdiction and not a Nigerian court, the court is not bound to enforce such clauses and can exercise a discretion in determining whether to stay of proceedings to enable the parties pursue dispute resolution in the foreign jurisdiction.

Additionally, Section 20 of the AJA provides that any jurisdictional clause in an agreement which seeks to oust the jurisdiction of the court will be void where the agreement relates to any admiralty matter under the AJA (only the jurisdictional aspects of the clause are affected, not the entire agreement) and where:

- The place of performance, execution, delivery, act or default is or takes place in Nigeria;
- Any of the parties is in Nigeria; or
- The payment under the agreement is made or to be made in Nigeria in any admiralty action or in the case of a maritime lien, the plaintiff submits to the jurisdiction of the Court and makes a declaration to that effect or the rem is within Nigerian jurisdiction; or
- it is a case in which the Federal Government or the Government of a State of the Federation is involved and the Government or State submits to the jurisdiction of the Court; or
- under any convention, for the time being, in force to which Nigeria is a party, the national court of a contracting State is either mandated or has a discretion to assume jurisdiction; or
- in the opinion of the Court, the cause, matter or action adjudicated upon in Nigeria.

17. What is the attitude of your courts to the incorporation of a charterparty, specifically: is an arbitration clause in the charter given effect in the bill of lading context?

Nigerian Courts tend to construe very strictly (*contra proferentem*) any clause that extends the application of charterparty terms into a bill of lading. As such, the Courts will only uphold an incorporation clause in a bill of lading where⁷ –

1. The bill of lading contains effective or operative words of incorporation;
2. The incorporated term of the charterparty is appropriately described by the incorporation clause in

the bill of lading; and

3. There is consistency between the incorporated clause and the bill of lading terms.

Arbitration clauses are not uncommon in bills of lading. Nigerian courts recognise and enforce arbitration clauses in bills of lading. Section 10 of the AJA empowers the FHC to recognise and enforce arbitration clauses in admiralty agreements.

Footnote(s):

⁷ See: **MR. P. A. AWOLAJA & ORS. v. SEATRADE GRONINGEN B. V.** (2002) 4 NWLR (Part 758) 520.

18. Is your country party to any of the international conventions concerning bills of lading (the Hague Rules, Hamburg Rules etc)? If so, which one, and how has it been adopted – by ratification, accession, or in some other manner? If not, how are such issues covered in your legal system?

Nigeria ratified the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading 1924 (the “**Hague Rules**”) and enacted same into law by the Carriage of Goods by Sea Act, Cap C2, LFN 2004 (“**COGSA**”). Nigeria also ratified the United Nations Convention on the Carriage of Goods by Sea 1978 (the “**Hamburg Rules**”) and domesticated same pursuant to the United Nations Convention on Carriage of Goods by Sea (Ratification and Enforcement) Act, 2005 (the “**Hamburg Rules Act**”).

The COGSA expressly states that the Hague Rules apply in respect of outward carriage of goods from ports in Nigeria to ports outside Nigeria, or other ports within Nigeria. Consequently, the choice of law clauses of most bills of lading in respect of shipments to Nigeria, providing for reliance on the terms of the Hague Rules, have been upheld.

The Hamburg Rules Act, which introduced the Hamburg Rules as a schedule, failed to expressly repeal and denounce the Hague Rules, as required by Article 15 of the Hague Rules. It is arguable, therefore, that the Hague Rules and the Hamburg Rules currently apply in Nigeria.

Notwithstanding the foregoing, it is the author's view that the Hamburg Rules, by virtue of the Hamburg Rules Act, applies in Nigeria by force of law to all carriage of goods by sea (inwards and outwards) to the exclusion of any other international convention, including the Hague Rules.

Nigeria is not a party to the Protocol to amend the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading 1968 (the Hague-Visby Rules) but it signed the UN Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea 2009 (the **"Rotterdam Rules"**) and would need to domesticate same, by an Act of the National Assembly, in order for the Rotterdam Rules to apply in Nigeria once it comes into force.

19. Is your country party to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards? If not, what rules apply? What are the available grounds to resist enforcement?

Nigeria is a party to the 1958 New York Convention on Recognition and Enforcement of Arbitral Award (the **"1958 New York Convention"**) and the same is domesticated in Section 60 of the Arbitration and Mediation Act, 2023 (**"AMA"**), which provides for Nigeria's reciprocal obligation to recognise and enforce awards by other states who are signatories to the 1958 New York Convention.

By Section 58 of the AMA, the grounds for refusal to enforce an arbitral award are as follows:

1. Where a party can establish any of the following:

- a. incapacity of any of the parties;
- b. invalidity of the arbitration agreement under the applicable law indicated by parties or under the law of the country where the award was made;
- c. where a party was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise not able to present his case;
- d. where the award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration;
- e. where the award contains decisions on matters which are beyond the scope of the submission to arbitration;
- f. where the composition of the arbitral tribunal, or the arbitral procedure, was not in accordance with the agreement of the parties or in accordance with the law of the country where the arbitration took place; or
- g. where the award has not yet become binding on the parties or has been set aside or suspended by a court in which, or under the law of which, the award was made;

2. Where the Court finds –

- a. that the subject-matter of the dispute is not capable of settlement by arbitration under the laws of Nigeria, or
- b. that the recognition or enforcement of the award is against public policy of Nigeria.

20. Please summarise the relevant time limits for commencing suit in your jurisdiction (e.g. claims in contract or in tort, personal injury and other passenger claims, cargo claims, salvage and collision claims, product liability claims).

- i. Generally, claims in contract and tort arising out of any agreement relating to carriage of goods or persons in a ship must be commenced within six (6) years of the date the cause of action arose.
- ii. Personal injury and other passenger claims – The provisions of the MSA require that actions relating to passenger claims to be brought to court within two (2) years from the date on which the loss or injury was caused.
- iii. Cargo claims – Arguably, the Hamburg Rules and the Hague Rules are both in force in Nigeria. As such, the limitation period set by the applicable conventions (i.e., two (2) years from the date the goods were delivered or on the last day on which the goods should have been delivered in relation to the Hamburg Rules, and one (1) year from the date of delivery of goods or the date when the goods should have been delivered in relation to the Hague Rules) would apply to the relevant claim.
- iv. Salvage claims – Actions in respect of a claim for any salvage services must be brought within two (2) years from the date the salvage services were rendered.
- v. Collision claims – Action relating to collision claims must be brought within two (2) years from the date the when the damage occurred.
- vi. A contract may contain other time limits for claims (other than stated above) and such time limits will usually be respected by the court.

Parties may agree to extend time limits, and such agreements will also be respected.

21. Does your system of law recognize force majeure, or grant relief from undue hardship?

Nigerian law recognizes force majeure clauses when expressly included in a contract. There is no statutory definition of force majeure under Nigerian law, hence its application depends on the specific language and scope of the clause in the contract.

In order to excuse performance because of a force majeure event, either the contract must contain an express force majeure or hardship clause, or it must be possible to show that the contract has been frustrated.

Such force majeure clauses are usually construed narrowly and will often contain notification provisions. It is unlikely that additional expense or difficulty will trigger a force majeure clause, but that will, of course, depend on its proper interpretation.

Where no force majeure clause exists, the common law doctrine of frustration may apply. Frustration only applies

where performance has become impossible because of an unforeseen and un-provided for event not caused by either party. Again, difficulty or additional expense are not grounds to claim frustration. It is a rare case that will see a frustration defence succeed.

Nigerian law does not have a specific statute that grants relief from undue hardship, but relief can be sought under implied terms in the contract that may be inferred by the court to prevent undue hardship if it aligns with the intention of the parties, reliefs may also be sought under the doctrine of unjust enrichment to mitigate hardship.

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