

*Extraordinary*



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AFRICAN UNION DEVELOPMENT AGENCY BILL, 2023

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# A BILL

## FOR

AN ACT TO DOMESTICATE NEW PARTNERSHIP FOR AFRICA'S DEVELOPMENT  
FRAMEWORK AND ESTABLISH AFRICAN UNION DEVELOPMENT AGENCY  
AND TO GIVE EFFECT TO ITS PROVISIONS IN THE FEDERAL REPUBLIC OF  
NIGERIA; AND FOR RELATED MATTERS

*Sponsored by Hon. Gideon Gwani, Hon. Dachung Musa Bagos*

[ ] Commencement

ENACTED by the National Assembly of the Federal Republic of  
Nigeria as follows:

- 1           1.-(1) There is established an Agency to be known as the African  
2    Union Development Agency (hereinafter referred to as "the Agency").  
3           (2) The Agency is established as the technical organ of the African  
4    Union.  
5           (3) The Agency-  
6           (a) Shall be a body corporate with perpetual succession and a  
7    common seal;  
8           (b) May sue and be sued in its corporate name; and  
9           (c) Receive acquires, own and dispose of movable or immovable  
10   assets.  
11          (4) The Agency's headquarters shall be located in the Federal  
12   Capital Territory, Abuja and may have branch office(s) all over or in any part  
13   of the Federation.  
14          2.-(1) The Agency shall adopt and retain the Governance structure,  
15   planning of the Coordinating Agency of the New Partnership for Africa's  
16   Development (NEPAD) adopted at the 31st Ordinary Session of the African  
17   Union Assembly.  
18          (2) The Heads of State and Government Orientation Committee  
19   (hereinafter referred to as "HSGOC") shall be the highest governing

Establishment of  
the African Union  
Development  
Agency-New  
Partnership for  
Africa's  
Development

Governance  
Structure

1 structure of the Agency.

2 (3) The HSGOC shall-

3 (a) provide political leadership and strategic guidance to the Agency;

4 (b) serve as a Sub- Committee of the African Union Assembly;

5 (c) Provide supervisory authority over the strategic orientations of the

6 African Union Development Agency-New Partnership for Africa's

7 Development.

8 (4) The Steering Committee shall function as the intermediary body

9 to interface between the State Governors and the African Union Development

10 Agency- New Partnership for Africa's Development.

11 (5) The Steering Committee shall comprise of the State Governors or

12 his/her representative and the Director-General of African Union

13 Development Agency-New Partnership for Africa's Development or his/her

14 representative.

15 (6) The Agency shall serve as the Secretariat for its Governance

16 structure.

National  
Governing Council  
for the Agency

17 **3.**-(1) There shall be for the Agency a National Governing Council for

18 the Peer Review of Nigeria as required by APRM.

19 (2) The members of the Council shall be appointed by the President on

20 the recommendation of the Secretary to the Government of the Federation,

21 each from the six geo-political zones and Federal Capital Territory, Abuja for a

22 term of four years or period of the Peer Review of Nigeria and may be

23 reappointed for Peer Review of Nigeria for another period of four years and no

24 more.

25 (3) The function of the National Governing Council shall be Advisory

26 especially in the area of peer review of Nigeria.

Tenure of the  
Members of  
National Governing  
Council

27 **4.** Members of the National Governing Council may hold office for a

28 period of four years at the first instance and may be renewed for another four

29 years and no more.

1	<b>5.</b> The members of the National Governing Council shall be paid	Remuneration of
2	sitting allowances and expenses as the Federal Government may, from time	Members of the
3	to time direct especially the Peer Review of Nigeria and no more.	National Governing
4	<b>6.-(1)</b> Where it appears that any member of the National Governing	Council
5	Council, should be removed from office on the grounds of misconduct or	Removal of
6	inability to perform the functions of his office, the National Governing	Members of the
7	Council shall make recommendation to the Secretary to the Government of	National Governing
8	the Federation (SGF) for approval.	Council
9	(2) Where the SGF, after making such inquiries as may be	
10	necessary, shall either approve or disapprove the recommendation made by	
11	the National Governing Council and the Secretary to the Government of the	
12	Federation shall, in writing declare the position of such member vacant.	
13	(3) Notwithstanding the provision of subsection (1) of this Section,	
14	the SGF may remove any member of the National Governing Council,	
15	where required and satisfied that, it is in the interest of the National Security	
16	and the public to do so.	
17	<b>7.</b> The Functions of the Agency shall be to-	Functions of the
18	(a) coordinate and execute priority regional and continental	Agency
19	projects to promote regional integration toward accelerated realization of	
20	Agenda 2063;	
21	(b) strengthen capacity of African Union Member States and	
22	regional bodies;	
23	(c) engage in job creation activities, Human Capacity	
24	Development and Economic development and intervention projects.	
25	(d) advance knowledge based advisory support;	
26	(e) undertake full range of resources mobilisation;	
27	(f) Collaboration with both public and private partners on	
28	developmental projects.	
29	(g) participate and serve as observer in national and regional	
30	programmes such as election, population census etc.;	

	1	(h) serve as the continent's technical interface with Africa's
	2	development stakeholders and development partners;
	3	(i) align its programmes with the Sustainable Development Goals and
	4	prepare its programs in line with African Union Agenda 2063.
	5	(j) serve as Monitoring and Evaluation body to Government in
	6	National Development projects and programmes.
	7	(k) Independently initiate, carryout and complete development
	8	projects. In this case and in all relevant situations engage/retain services of
	9	consultants/experts/civil society organisations as the case may be to help in
	10	planning/execution of all relevant projects/activities of the Agency.
Appointment of the Director- General	11	<b>8.-(1)</b> There shall be for the Agency, a Director General, who shall be
	12	the Chief Executive Officer and Accounting Officer of the Agency.
	13	(2) The Director-General shall be-
	14	(a) appointed by the President on the recommendation of the
	15	Secretary to the Government of the Federation;
	16	(b) responsible and report directly to the Secretary to the Government
	17	of the Federation for the management of the affairs of the Agency or day to day
	18	running of the Office.
	19	(c) entitled to earn remuneration and allowances as may be stated in
	20	his/her letter of appointment or on such other terms and conditions as may be
	21	specified in the letter of appointment; and
	22	(d) hold office for a period of four years at the first instance and may
	23	be renewed for another period of four years and no more.
	24	(3) The Director-General may resign his/her appointment by giving
	25	not less than one-month notice of intention to resign in writing to the President
	26	through the Secretary to the Government of the Federation (SGF).
Departments and Units under the Agency	27	<b>9.-(1)</b> The Agency shall be composed of the following departments:
	28	(i) Department of Administration and Human Resources;
	29	(ii) Department of Finance and Accounts;
	30	(iii) Planning, Research and Statistics;



- 1 (iv) Programme Development and Implementation (PDI);
- 2 (2) There shall also be for the Agency the Following Units:
- 3 (i) Protocol;
- 4 (ii) Media;
- 5 (iii) Legal;
- 6 (iv) Budget;
- 7 (v) Information & Communication Technology;
- 8 (vi) Library;
- 9 (vii) Transport
- 10 (viii) Maintenance;
- 11 (ix) Audit;
- 12 (x) Procurement;
- 13 (xi) African Integration/ Business Development;
- 14 (xii) Media;
- 15 (xiii) Stock Verifying;
- 16 (xiv) Servicom
- 17 (3) It is hereby further provided that:
- 18 (i) The Maintenance, Transport and Servicom Units shall be under
- 19 the Department of Administration and Human Resources;
- 20 (ii) The Protocol, Media, Legal, Internal Audit, Stock verification
- 21 and Procurement Units shall be under the Office of the Director-General;
- 22 (iii) The Information Communication and Technology and the
- 23 Library Units shall be under the Department of planning, Research and
- 24 Statistics;
- 25 (iv) The African Integration/ Business Development unit shall be
- 26 under the Programme Development and Implementation Department;
- 27 (v) The Audit Unit will be under the Department of Finance and
- 28 Accounts.
- 29 (4) The Agency is hereby vested with the power to appoint
- 30 Directors for each Department

1 (5) Notwithstanding the provisions of subsection (1) of this section,  
 2 the Agency shall have power to establish such additional departments as may  
 3 be necessary to assist it in the performance of its duties and functions under this  
 4 Act.

Appointment of  
 other Staff of the  
 Agency

5 **10.-(1)** The Agency is hereby vested with power to appoint such  
 6 competent professional, technical officers and other employees as it may deem  
 7 fit compliant with the AU Rules, Regulations, Policies and standards to ensure  
 8 effective delivery of its mandate.

9 (2) The Agency shall recruit competent professionals; technical and  
 10 administrative support Staff, in accordance with the AU Staff Rules, Policies  
 11 and Regulations.

12 (3) Notwithstanding the provisions of section 9 of this Act, the  
 13 Agency shall have power to appoint either directly or on secondment from the  
 14 public service of the Federation or private sector and any other related bodies  
 15 that deal with both social, economic and developmental issues, such number of  
 16 technical and professional officers that are qualified and meet the employment  
 17 criteria of the African Union and as may from time to time be required to assist  
 18 the Agency in the discharge of any of its functions under this Act.

19 (4) Provided always that the Agency shall have the power to apply  
 20 disciplinary measures, including where applicable power to terminate or  
 21 dismiss the appointment of any erring officer of the Agency in line with the  
 22 disciplinary procedure of the AU.

Remuneration  
 of employees  
 of the Agency

23 **11.-(1)** The salaries of the employees of the Agency shall be salaries  
 24 and wages applicable to their respective cadre and terms of employment, but  
 25 subject to the principle of equal remuneration for work of equal value in line  
 26 with the African Union Rules and Regulations.

27 (2) All eligible Officers and staff of the Agency shall be entitled to  
 28 retirement benefits and shall make their contributions thereto in accordance  
 29 with the terms and conditions prescribed by the African Union for its  
 30 employees.

1                   **12.**-(1) Service in the employment of the Agency shall be as      Application of  
2                   approved service under the Pensions Reform Act, accordingly, employees      the Pensions  
3                   of the Agency shall, in respect of their services be entitled to pension, and      Reform Act  
4                   other retirement benefits as are prescribed in the Act.

5                   (2)Notwithstanding the provisions of subsection (1) of this  
6                   Section, nothing in this Act shall prevent the appointment of a person to any  
7                   office on terms, which preclude the grant of a pension in respect of that  
8                   office.

9                   (3) For the purpose of the application of the Pensions Reform Act,  
10                  any power exercisable there under by the President or authority other than  
11                  the Federal Government (not being the power to make Regulations under  
12                  Section 14 of this Act), shall be vested in and exercisable by the Agency.

13                  **13.**-(1) The Agency shall have the capacity to mobilize resources in      Funds of the  
14                  accordance with its mandate.      Agency

15                  (2) The funds of the Agency and its Programs shall be in line with  
16                  the provisions of the Financial Regulations, African Union Financial Rules  
17                  and Regulations and other related rules.

18                  (3) The budget of the Agency shall be prepared in accordance with  
19                  the Appropriation Act.

20                  (4) Other sources of funds of the Agency shall be-

- 21                  (a) the take-off grant from the Federal Government;
- 22                  (b) annual subvention from the African Union, where possible;
- 23                  (c) aid and grants from Federal, bilateral and multilateral agencies;
- 24                  (d) revenue accruing to the Agency from bilateral and multilateral  
25                  engagements;

26                  (e) appropriate percentage of revenues generated by the Agency as  
27                  approved by the Federal Government; and

28                  (f) other sums coming to the Agency from time to time.

29                  (g) 0.3% of development levy of maintenance of goods & Services  
30                  within Africa coming into Nigeria; and

	1	(h) 1% of derivation from socio-economic activities carried out by or
	2	involving the Agency.
Annual estimates accounts and audit	3	<b>14.</b> -(1) The Agency shall not later than 30th September of each year,
	4	submit to the SGF for approval its estimates of income and expenditure for the
	5	next financial year.
	6	(2) The Agency shall-
	7	(a) keep proper records of all accounts of its income and expenditure;
	8	and
	9	(b) prepare a statement of account in respect of each financial year.
	10	(3) The Agency shall, not later than 30th June of each financial year,
	11	submit its accounts to auditors appointed from a list of qualified auditors in
	12	accordance with guidelines laid down by the Auditor-General for the
	13	Federation and the auditor's fees and expenses shall be paid from the Funds of
	14	the Agency.
Annual report	15	<b>15.</b> -(1) The Agency shall not later than 30th June of each financial
	16	year, submit to the SGF, in respect of the preceding financial year, an annual
	17	report on the activities of the Agency in such form as the National Governing
	18	Council may direct.
	19	(2) The report referred to in subsection (1) of this section shall
	20	include-
	21	(a) information on the activities of the Agency in that year;
	22	(b) a copy of the audited accounts of the Agency for that year together
	23	with the Auditor-General's report on the accounts of the Agency; and
	24	(c) such other information as the SGF may request.
	25	(3) The Director-General shall provide such information on the affairs
	26	of the Agency as the SGF may from time to time request.
Power to accept gifts	27	<b>16.</b> -(1) The Agency shall not later than 30th June of each financial
	28	year, submit to the SGF, in respect of the preceding financial year, an annual
	29	report on the activities of the Agency in such form as the National Governing
	30	Council may direct.

1 (2) The report referred to in subsection (1) of this section shall

2 include-

3 (a) information on the activities of the Agency in that year;

4 (b) a copy of the audited accounts of the Agency for that year

5 together with the Auditor-General's report on the accounts of the Agency;

6 and

7 (c) such other information as the SGF may request.

8 (3) The Director-General shall provide such information on the

9 affairs of the Agency as the SGF may from time to time request.

10 **17.**(1) The Agency may, with the consent or in accordance with

11 any general authority given by the SGF with the approval of the President,

12 borrow by way of loan or overdraft from any source, any specified amount

13 of money required by the Agency for its obligations and functions under this

14 Act.

15 (2) The Agency may, subject to the provisions of this Act and the

16 conditions of any trust created in respect of any property, invest any of its

17 funds with the consent or general authority of the SGF.

18 (3) The Agency may invest any of its surplus funds in such

19 securities as the National Governing Council may, from time to time,

20 approve.

21 **18.** The SGF may with the approval of the President make

22 Regulations-

23 (a) to regulate the activities and programmes of the Agency or any

24 matter connected with the Agency;

25 (b) for the effective implementation of any of the provisions of this

26 Act; or

27 (c) The Regulations may be-

28 (i) Rules,

29 (ii) Guidelines,

30 (iii) Principles, and

Borrowing and  
investment power  
of the Agency

Regulations

	1	(iv) Conditions of Service.
Limitation of suit against the Agency	2	<b>19.-(1)</b> Subject to the provisions of this Act, the provisions of the
	3	Public Officers Protection Act shall apply to any suit instituted against the
	4	Agency, officer or employee of the Agency.
	5	(2) No suit shall lie or be instituted in any court against the Agency, a
	6	member of or any principal officer or employee of the Agency for an action
	7	carried out in pursuance to the execution of this Act or any enactment, or of any
	8	public duty in respect of any alleged neglect or default in the execution of this
	9	Act or any other enactment or law, duty or authority, unless it is commenced-
	10	(a) within three months of such act, neglect or default complained
	11	thereof; or
	12	(b) in the case of a continuation of damages or injury, within six
	13	months after the act, neglect or default ceased.
	14	(3) No suit shall be commenced against the Agency, a member of the
	15	staff or any principal officer or employee of the Agency before the expiration of
	16	a period of one month, after written notice of the intention to commence the suit
	17	has been served on the Agency by the intending plaintiff or his agent.
	18	(4) The notice referred to in subsection (3) of this section shall clearly
	19	state the cause of action, particulars of the claim, the name and place of abode
	20	of the intending plaintiff and the relief sought.
Relationship between the Agency and other organs and institutions of African Union	21	<b>20.</b> The African Union Development Agency-New Partnership for
	22	Africa's Development, as technical body of the African Union, shall-
	23	(a) develop close and flexible cooperation with the African Union
	24	Commission in order to ensure effective delivery on its mandate;
	25	(b) exercise administrative and financial supervision in line with the
	26	African Union guidelines;
	27	© collaborate with other African Union's organs, institutions or
	28	Agencies including the Permanent Representatives of the African Union to
	29	create an enabling and supportive environment for the achievement of the
	30	goals and priorities of AUDA-NEPAD and Agenda 2063; and

1 (d) work closely with the RECs in order to ensure effective and  
2 efficient program implementation at regional and national level is sustained.

3 (e) have desk officers in Nigerian Embassies and High  
4 Commissions for the purpose of coordinating international activities; and

5 (f) cooperate with international, continental development partners  
6 and other Development agencies, both public and private sectors.

7 **21.** The official and working language of the Agency shall be the Official and  
Working Languages  
8 English language, but the Agency shall also in line with the AU's policy  
9 inculcate a deliberate effort by its staff to learn a second language chosen out  
10 of any of the recognized languages of the African Union.

11 **22.** In this Act, unless the context otherwise requires- Interpretation

12 "ACT" means the Constitutive Act of the African Union;

13 "Assembly" means the Assembly of the Heads of State and Government of  
14 the African Union;

15 "AU" means the African Union;

16 "AUC" means the African Union Commission;

17 "AUDA-NEPAD" means the African Union Development Agency- New  
18 Partnership for Africa's Development;

19 "Commission" means the African Union Commission;

20 "Executive Council" means the Executive Council of the Ministers of the  
21 Union;

22 "HSGOC" means Heads of State and Government Orientation Committee;

23 "Initiating Members" means the founding Members of NEPAD Program,  
24 namely Algeria, Egypt, Nigeria, Senegal and South Africa;

25 "Member State" means a Member State of the African Union;

26 "NEPAD" means the New Partnership for Africa's Development;

27 "NGC" means National Governing Council;

28 "NPCA" means the NEPAD Planning and Coordinating Agency;

29 "PRC" means the Permanent Representatives of the African Union;

30 "RECs" means Regional Economic Communities;

1 "Statute" means the present statute of the AUDA-NEPAD;  
2 "Steering Committee" means the Personal Representatives of the HSGOC that  
3 act as intermediary, between the HSGOC and the AUDA- NEPAD; and  
4 "Union" means the African Union established by the Act.

Short title 5 **23.** This Bill may be cited as African Union Development Agency-  
6 New Partnership for Africa's Development Bill, 2023.

7 SCHEDULE

8 PROCEEDINGS OF THE NATIONAL GOVERNING COUNCIL

9 1. Subject to this Act and section 27 of the Interpretation Act (CAP I  
10 23) 2004, Laws of the Federation-

11 (a) the National Governing Council may make Standing Orders to  
12 regulate its proceedings or those of any of its Committees; and  
13 (b) the quorum of the National Governing Council shall be the  
14 Chairman or the person presiding at the meeting and 4 other members of the  
15 Council, the quorum of any Committee of the National Governing Council  
16 shall be as determined by the National Governing Council.

17 2. The National Governing Council shall meet every quarter or  
18 whenever it is summoned by the Chairman and the Secretariat if, the  
19 Secretariat is required to do so by notice given to him by not less 3 other  
20 members, he shall summon a meeting of the National Governing Council to be  
21 held within fourteen days from the date on which the notice is given.

22 3. At any meeting of the National Governing Council, the Chairman  
23 shall preside but where he is absent, the members present at the meeting shall  
24 appoint one of their members to preside over the meeting.

25 4. Where the National Governing Council desires to obtain the advice  
26 of any person on a particular matter, the National Governing Council may co-  
27 opt him to the National Governing Council for such period as it deems fit, but  
28 the person who is in attendance by virtue of this paragraph shall not be entitled  
29 to vote at any meeting of the Council and shall not count towards constitution  
30 as required quorum as contemplated by paragraph 2.



1 *Committees*

2 5. The National Governing Council may appoint one or more  
3 Committees to carry out, on its behalf, such functions as may be consider  
4 necessary.

5 6. A Committee appointed under this paragraph shall consist of  
6 such number of persons as may be determined by the National Governing  
7 Council and such persons shall hold office on the Committee in accordance  
8 with the terms of their appointment.

9 7. A decision of a Committee of the National Governing Council  
10 shall be of no effect until it is confirmed by the National Governing Council.

11 *Miscellaneous*

12 8. Any contract or instrument which, if made or executed by a  
13 person not being a body corporate, would not be required to be under seal,  
14 may be made or executed by the Director-General or any person generally or  
15 specifically authorized for that purpose.

16 9. A document purporting to be duly executed under the seal of the  
17 National Governing Council shall be received in evidence and shall, unless  
18 and until the contrary is proved, be presumed to be so executed.

19 10. The validity of any proceedings of the National Governing  
20 Council or of a Committee shall not be adversely affected by-

21 (a) a vacancy in the membership of the National Governing  
22 Council or the Committee; or

23 (b) a defect in the appointment of a member of the National  
24 Governing Council or the Committee; or

25 (c) reason being that a person not entitled to do so took part in the  
26 proceedings of the National Governing Council or the Committee.

27 11. Any member of the Council or any person holding office on a  
28 Committee of the Council, who has a personal interest in any contract or  
29 arrangement entered into or proposed to be considered by the National  
30 Governing Council or a Committee thereof, shall disclose his interest to the

1 National Governing Council and shall not vote on any question relating to the  
2 contract or arrangement.

3 12. A person shall not by reason of his membership of the National  
4 Governing Council be treated as holding an office of emolument under the  
5 Agency.

EXPLANATORY MEMORANDUM

This Bill seeks to establish the African Union Development Agency-New Partnership for Africa's Development to give effect to its provisions in the Federal Republic of Nigeria.

CARRIAGE OF GOODS BY LAND (ROAD AND RAIL) BILL, 2023

ARRANGEMENT OF SECTIONS

SECTIONS:

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# A BILL

## FOR

AN ACT TO GOVERN THE CARRIAGE OF GOODS BY LAND (ROAD AND RAIL), ESTABLISH CARRIERS' OBLIGATIONS AND LIABILITIES, PROVIDE FOR UNIFORM CONDITIONS OF CARRIAGE AND FOR RELATED MATTERS

*Sponsored by Hon Dachung Musa Bagos*

[      ] Commencement

ENACTED by the National Assembly of the Federal Republic of Nigeria as follows:

### 1 CHAPTER I - PURPOSE, APPLICATION AND SCOPE

2 1. The purpose of this Bill is to-

Purpose

3 (1) provide for a system of rules governing the carriage of goods by  
4 road and rail;

5 (2) provide for the regulation of carriers;

6 (3) establish a liability regime for carriers; and

7 (4) facilitate Nigeria's implementation of international agreements  
8 relating to carriage of goods by land.

9 2.-(1) The Bill shall apply to all contracts of carriage of goods by  
10 land (road and rail) in Nigeria for reward.

Scope and  
Application

11 (2) The persons who, for the purposes of this Bill, are persons  
12 concerned in the carriage of goods by road and rail under a contract to which  
13 this Bill applies are-

14 (a) the consignor;

15 (b) the consignee;

16 (c) any carrier who, in accordance with Section 39 of this Bill or  
17 otherwise, is a party to the contract of carriage;

18 (d) any person for whom such a carrier is responsible by virtue of  
19 Section 4 of this Bill;

20 (e) any person to whom the rights and liabilities of any of the

1 persons referred to in subsections(2)(a) to (d) of this Section have passed  
2 whether by assignment or by operation of law.

3 (3) Notwithstanding the provisions of subsection 2(1) of this Bill, this  
4 Bill shall not apply to-

5 (a) contract of carriage, including liability of carrier, in the case of -

6 (i) carriage of goods from a country outside Nigeria, in transit through  
7 Nigeria to another country, where the goods are not unloaded, or reloaded, and  
8 there is no change of vehicle in Nigeria;

9 (ii) carriage of goods from Nigeria to a country outside Nigeria or  
10 from a country outside to Nigeria where the goods are not unloaded, reloaded,  
11 there is no change of vehicle while in Nigeria.

12 (b) transportation of correspondence, physical mails and mail  
13 packages;

14 (c) funeral consignments such as casket and corpse that are not for  
15 reward.

16 (4) Where-

17 (a) the vehicle containing the goods is carried over part of the carriage  
18 by sea, inland waterways or air, and, the goods are not unloaded from the  
19 vehicle, this Bill shall nevertheless apply to the whole of the carriage except  
20 where subsection 3 of this Section applies;

21 (b) it is proved that any loss, damage or delay in delivery of the goods  
22 which occurs during the carriage by the other mode(s) of transport was not  
23 caused by the act or omission of the carrier by road/rail, but by some event  
24 which could only have occurred in the course of, and by reason of, the carriage  
25 by that other mode(s)of transport, the liability of the carrier by road/railshall  
26 not be determined under the provisions of this Bill but in the manner in which  
27 the liability of the carrier by that other mode(s) of transport would have been  
28 determined if a contract for the carriage of the goods alone had been made by  
29 the consignor with the carrier by the other mode(s)of transport in accordance



1 with the conditions prescribed by law for the carriage of goods by that  
2 mode(s) of transportation;

3 (c) there are no such prescribed conditions, the liability of the  
4 carrier by road/rail shall be determined under the provisions of this Bill.

5 (5) If the carrier by road/rail is also itself the carrier by the other  
6 modes of transport, its liability shall be determined in accordance with the  
7 provisions of subsection 4(b) of this Section, as if, it was two separate  
8 persons in its capacities as carrier by road/rail and carrier by the other modes  
9 of transport.

10 (6) This Bill shall apply to the carriage of goods transported  
11 partially or wholly through Federal roads and rails in the Federal Republic of  
12 Nigeria.

13 **3.** This Bill shall not apply to the carriage of the following goods-

Goods not covered  
by this Bill

14 (a) Goods that are carried solely within a rural area excluding a  
15 municipality that has the status of an urban area or a township as designated  
16 by relevant State legislation;

17 (b) Field crops, fresh tree nuts, fresh fruits, fresh vegetables,  
18 horticultural specialties, livestock and animal specialties that are carried in a  
19 commercial motor vehicle equipped with not more than two axles;

20 (c) Goods carried by an operator of a commercial vehicle if the  
21 goods have been sold, bought, produced, transformed or repaired by, or lent,  
22 borrowed, given or leased by, the operator as an integral part of the  
23 operator's primary business, which business is not the operation of public  
24 transport services.

25 **4.** For the purposes of this Bill, the carrier shall be responsible for  
26 the acts or omissions of his agents and servants and of any other persons of  
27 whose services it makes use for the performance of the carriage, when such  
28 agents, servants or other persons are acting within the scope of their  
29 employment, as if such acts or omissions were its own.

Persons for Whom  
the carrier is  
responsible

	1	CHAPTER 2 - REGISTRATION OF CARRIER
Persons not to engage in the business of carrier without registration	2	<b>5.</b> From the commencement of this Bill-
	3	(1) No person shall engage in the business of a carrier, unless it has
	4	been issued a certificate of registration by the registering authority.
	5	(2) Any person who is engaged, whether wholly or partly, in the
	6	business of a carrier, immediately before the commencement of this Bill, shall-
	7	(a) apply for registration within ninety days from the date of such
	8	commencement;
	9	(b) cease to engage in such business on the expiration-of one hundred-
	10	and sixty-days grace period from the date of such commencement, unless it has
	11	applied for registration and the certificate of registration has been issued by the
	12	registering authority.
Application for grant or renewal of registration	13	<b>6.-(1)</b> Any person, who is engaged or intends to engage in the business
	14	of a carrier, shall apply to the registering authority for the grant or renewal of a
	15	certificate of registration for carrying on the business of a carrier, in such form
	16	and manner and accompanied by such fees as may be prescribed registering
	17	authority.
	18	(2) A registering authority shall, before granting or renewing a
	19	certificate of registration, satisfy itself that the applicant fulfils such conditions
	20	as may be prescribed.
	21	(3) An application for the grant or renewal of a certificate of
	22	registration shall not be refused by the registering authority unless the
	23	applicant has been given an opportunity of being heard and the reasons for such
	24	refusal are given in writing by the registering authority, within sixty days from
	25	the date of receipt of such application.
	26	(4) If a refusal has not been communicated within thirty days of the
	27	date of application, the registering authority shall grant or renew the certificate
	28	of registration within a further period of thirty days.
	29	(5) The holder of a certificate of registration shall-
	30	(a) maintain a register in such form and manner as may be prescribed;

1 (b) for movement of the main office to a location other than that  
2 mentioned in the certificate of registration, the carrier shall file a notice of  
3 change of address with the registering authority before such movement and  
4 in any case not later than 5 working days after the movement; submit such  
5 information and returns as may be prescribed by the registering authority;

6 (c) display at a prominent place in its main office and each branch  
7 office, if any, a certificate of registration in original or certified copy thereof  
8 attested by the applicable registering authority or a notary.

9 (6) The carrier who applies for registration under this Bill, shall  
10 satisfy such terms and conditions as may be determined or issued by the  
11 registering authority, from time to time in Regulations or Guidelines made  
12 pursuant to this Bill for the purpose of confirming its capacity and fitness to  
13 carry on the business of a Carrier.

14 (7) The registering authority shall require the carrier to-

15 (a) establish and follow a safety management system that will  
16 ensure compliance with prescribed safety standards issued under relevant  
17 legislation and the conditions attached to the certificate of registration.

18 7.-(1) A holder of a certificate of registration for transport service  
19 shall ensure that-

Additional  
responsibilities of  
holders of certificate  
of registration

20 (a) every vehicle to be used in connection with the carriage of  
21 goods is maintained in a safe, fit and proper condition and that the  
22 requirements of any Act, regulation, or rule made for this purpose are  
23 complied with;

24 (b) no vehicle is used in connection with the carriage of goods  
25 unless and until all fees payable in respect of the vehicle and the carriage  
26 under any Act, regulation, or rule have been duly paid or appropriate  
27 arrangements have been made for payment.

28 The holder of a certificate of registration shall, whenever required to do so  
29 by the registering authority present for inspection any vehicle that is used in  
30 connection with the carriage of goods.

Suspension or  
Revocation of  
registration  
certificate

1                   **8.**-(1) Where the registering authority is satisfied that the holder of a  
2                   certificate of registration has failed to comply with any of the provisions of  
3                   section 6 of this Bill, it may give a notice by registered post or through  
4                   electronic media or by any verifiable means to the holder of a certificate of  
5                   registration to rectify such non-compliance within a period of thirty days.

6                   (2) Where such holder of a certificate of registration fails to comply  
7                   with subsection (1) of this Section within the thirty days' notice, the registering  
8                   authority may suspend the certificate of registration on completion of enquiry.

9                   (3) Where the non-compliance subsists for a further period of thirty  
10                  days, the registering authority may revoke the certificate of registration on  
11                  completion of enquiry.

12                  (4) Any action for suspension or revocation of certificate of  
13                  registration shall not be taken under this section unless the holder of the  
14                  certificate of registration is given an opportunity of being heard in the enquiry  
15                  and reasons for such action are given in writing by the registering authority.

16                  (5) When the certificate of registration is suspended or revoked, the  
17                  holder of the certificate of registration shall surrender the certificate to the  
18                  registering authority within a period of thirty days.

Right of Appeal

19                  **9.**-(1) A person who is aggrieved by a determination of the registering  
20                  authority may appeal against the determination in accordance with this  
21                  Section.

22                  (2) The only ground for an Appeal is that the determination:

23                         (a) was not made in accordance with the law; or

24                         (b) is unreasonable having regard to all the relevant circumstances; or

25                         (c) there has been bias; or

26                         (d) the determination is based wholly or partly on an error of fact in a  
27                  material respect.

28                  (3) A person must lodge Notice of the Appeal with the Federal  
29                  Ministry in charge of transportation within 7 (seven) working days after the  
30                  person is given the Notice or after the determination is communicated.

1 (4) If a person lodges an Appeal under subsection (1) of this  
2 Section, the person need not comply with the requirement until the Appeal is  
3 withdrawn or dismissed.

4 (5) "Determination" under this Section includes notice, direction,  
5 order, decisions or requirements made by the registering authority under this  
6 Bill.

7 **10.-1)** An Appeal shall be heard by an Appeal Panel consisting of 3 Appeal Panel  
8 (three) members:

9 (a) a Chairman and 2 (two) other persons appointed by the Minister  
10 in charge of transportation; and

11 (b) one of such persons must have knowledge of transport law or of  
12 the law of procedure and evidence.

13 (2) An Appeal Panel is to be constituted from a pool of persons  
14 appointed by the Minister in charge of transportation on account of their  
15 knowledge of, or experience in, one or more of the following:

16 (a) the transport industry;

17 (b) commerce;

18 (c) logistics and supply chain; or

19 (d) law;

20 (3) An Appeal Panel must be constituted within 14 (fourteen)  
21 working days after notice of the Appeal is lodged.

22 (4) An Appeal must be heard and decided, within 30 (thirty)  
23 working days of the Appeal Panel being constituted, or if the Appeal Panel  
24 requires more time, within a further period not exceeding 15 (fifteen)  
25 working days.

26 (5) The Appeal Panel has such of the powers of the registering  
27 authority under this Bill as are necessary to enable the Appeal Panel to  
28 determine whether the Appeal should be granted. A preliminary hearing may  
29 be conducted to determine whether:

30 (a) the Appeal is trivial or vexatious; or

- 1 (b) there is sufficient evidence supporting the grounds of the Appeal;  
 2 (c) the matters raised in the Appeal are likely to have had a material  
 3 impact on the outcome being appealed against.
- 4 (6) Without limiting subsection (6) of this Section, the Appeal Panel:  
 5 (a) may determine whether or not there has been bias and if it  
 6 determines that there has been bias, may set aside the determination of the  
 7 registering authority;  
 8 (b) may affirm the determination of the registering authority; or  
 9 (c) may vary or modify the determination of the registering authority  
 10 in order to correct the error; or  
 11 (d) may remit the matter back to the registering authority to be dealt  
 12 with in accordance with the decision and recommendations (if any) of the  
 13 Appeal Panel;
- 14 (7) The registering authority is a party to an Appeal; and must give an  
 15 Appeal Panel such information as the Appeal Panel may request;
- 16 (8) On the hearing of an Appeal under this Bill, the registering  
 17 authority bears the onus of establishing that the decision:  
 18 (a) was made in accordance with the law; and  
 19 (b) is reasonable having regard to all relevant circumstances.
- 20 (9) The registering authority must take such action as is necessary to  
 21 give effect to a decision of the Appeal Panel.

#### 22 CHAPTER 3 - CONTRACT OF CARRIAGE AND PERFORMANCE

Commencement  
of carriage contract

23 **11.** The carrier's responsibility shall commence upon receipt of goods  
 24 at the designated place and shall end upon delivery of goods to the receiving  
 25 person at the designated place of delivery in accordance with the provisions of  
 26 this Bill. The act of storing the goods in warehouses of the carrier for the  
 27 purpose of transporting it is considered part of the carriage contract.

Consignment  
Note

28 **12.-(1)** A carrier shall at the time it accepts each consignment of goods  
 29 for carriage cause to be issued a consignment note.

30 (2) The consignment note shall contain the following information-

- 1 (a) date and place of issue of the consignment note;
- 2 (b) name, phone number and address of the consignor;
- 3 (c) name, phone number and address of the carrier;
- 4 (d) name, phone number and address of the consignee;
- 5 (e) place and date of carrier's receipt of goods;
- 6 (f) transport route;
- 7 (g) designated place for delivery;
- 8 (h) value of the goods;
- 9 (i) the general description of the goods, the nature of the goods and
- 10 the method of packing, and, in the case of dangerous goods, their generally
- 11 recognized description;
- 12 (j) the number of packages and their special marks and or numbers;
- 13 (k) the gross weight and or quantity of the goods;
- 14 (l) charges relating to the carriage, (carriage charges, customs
- 15 duties and other charges incurred from the making of the contract to the time
- 16 of delivery) and whether these were paid or will be collected at the
- 17 destination and the party responsible for their payment;
- 18 (m) the name and business address of any other carrier who will
- 19 participate in the transportation of the goods to its place of delivery;
- 20 (n) a statement that the carriage is subject, notwithstanding any
- 21 clause to the contrary, to the provisions of this Bill; and
- 22 (o) Date of departure and estimated date of arrival
- 23 (p) Advance shipment information/declaration/tracking number.
- 24 (3) Where applicable, the consignment note shall contain the
- 25 following additional particulars-
- 26 (a) reservations raised by carrier and the reasons for the
- 27 reservations;
- 28 (b) any other data or document required by the carriage process, or
- 29 any relevant lawful authorities or agencies;
- 30 (c) agreed time-limit within which the carriage is to be carried out;

1 (d) period allowed for loading and unloading goods without a fee;  
2 basis of calculating wages owed to carrier where the designated delivery time  
3 is exceeded due to causes related to consignor or consignee; a list of delay fines  
4 that consignor would incur if, due to the latter, transport of freight is delayed  
5 past the specified time period.

6 (e) a statement that transshipment is not or may be allowed as  
7 applicable;

8 (f) the amount of cash on delivery charges;

9 (g) a list of documents handed to the carrier;

10 (h) any other information deemed relevant by the parties.

11 (4) Where the carriage of goods requires special handling and  
12 arrangements due to the peculiar condition of the goods (including but not  
13 limited to its fragility or perishability) the consignor shall indicate same in the  
14 consignment note.

15 (5) A consignment note issued in accordance with subsection (1) of  
16 this section, shall be produced in three original copies, signed by the consignor  
17 and by the carrier.

18 (a) one original consignment note shall be retained by the consignor;

19 (b) the second original consignment note shall be kept in the  
20 possession of the driver of the transport vehicle/carrier, while the freight is  
21 being carried on the vehicle; and

22 (c) the third original consignment note shall be delivered to the  
23 consignee.

24 (6) The consignment note shall be prima facie evidence of the  
25 contract of carriage, the conditions of the contract, the receipt of the goods by  
26 the carrier, the weight or measure and the number of packages and other  
27 particulars of the goods as stated in the consignment note.

28 (7) If the consignment note contains no specific reservations by the  
29 carrier, it shall be presumed, unless the contrary is proved, that the goods and  
30 their packaging appeared to be in good condition when the carrier received the



1 goods and that the number of packages, their marks and numbers  
2 corresponded with the statements in the consignment note.

3 (8) The consignment note shall be signed by the consignor and the  
4 carrier as being a correct itemized list of goods in the shipment and as an  
5 acceptance of all terms and conditions contained in it and no person shall  
6 sign a consignment note knowing the information contained in it to be false.

7 (9) Where a consignment note is issued by the consignor and is  
8 produced solely by mechanical or electronic means, the mechanically or  
9 electronically produced signature of the consignor or his duly authorized  
10 agent or representative shall have the same effect as the signature required  
11 under subsection (8) of this section.

12 (10) The absence, irregularity or loss of the consignment note shall  
13 not affect the existence or the validity of the contract of carriage which shall  
14 remain subject to the provisions of this Bill.

15 **13.-(1)** The consignor shall be responsible for all expenses, loss or  
16 damage incurred by the carrier arising from the inaccuracy or inadequacy of  
17 information required to be provided under Section 12 of this Bill.

Liability for  
inaccuracy or  
inadequacy of  
contents of  
consignment note

18 (2) If, at the request of the consignor, the carrier enters the  
19 particulars referred to in subsection 12(2) of this Bill in the consignment  
20 note, the consignor shall be deemed to have entered those particulars by it,  
21 unless the contrary is proved.

22 (3) The carrier shall be liable for consequences of the loss, damage  
23 or improper use of documents attached to, or contained in the consignment  
24 note, or entrusted to the carrier. The carrier's liability to pay damages, in  
25 such event shall not exceed the value of goods specified in the consignment  
26 note.

27 **14.-(1)** Upon receiving the goods, the carrier shall verify the  
28 accuracy of the statement in the consignment note as to the number of  
29 packages, their marks and numbers, and the apparent conditions of the  
30 goods and their packaging.

Verification of  
information in  
consignment note

1 (2) Where the carrier has no reasonable means of verifying the  
2 accuracy of the statements referred to in subsection (1) of this Section-

3 (a) the carrier shall enter his reservations in the consignment note,  
4 together with the grounds on which such reservations are based; and

5 (b) the carrier shall specify the grounds for any reservations which it  
6 makes with regard to the apparent condition of the goods and their packaging,  
7 such reservations shall not bind the consignor, unless the consignor has  
8 expressly agreed to be bound by them in the consignment note.

9 (3) Where the consignor disagrees with the reservations or any other  
10 matter relating thereto, the consignor shall, at its cost, require the carrier to  
11 inspect the contents of the packages in its presence. The result of the inspection  
12 shall be entered in the consignment note and shall be binding on the parties  
13 thereto.

14 (4) If the inspection shows that the goods is in such a condition that  
15 prevents it from being carried without damage being done, the carrier may  
16 refuse or agree to carry the goods after first obtaining a statement from the  
17 consignor indicating the consignor has knowledge of the condition of the  
18 goods and consents to carrying it. In such event, the condition of the goods will  
19 be recorded along with the consignor's statement in the consignment note.

20 (5) The consignor may, however, instruct the carrier to pack the  
21 goods, increase or decrease the number of packages, or other necessary act, in  
22 order to protect the goods during carriage, provided that the consignor or  
23 consignee, as the case maybe, shall be liable for any expense incurred in this  
24 regard. Such instruction under this subsection shall be included in the  
25 consignment note.

Liability of  
consignor for  
defective  
packaging

26 **15.** The consignor shall be liable for any damage that occurs to any  
27 person, equipment or other goods, or any cost or expense arising due to the  
28 consignor's defective packing of the goods, unless the defect was apparent or  
29 known to the carrier at the time of receiving the goods and it made no  
30 reservations on the consignment note.

1                   **16.**-(1) For the purposes of the Customs or other formalities which  
2                   have to be completed before delivery of the goods, the consignor shall attach  
3                   the necessary documents to the consignment note or place them at the  
4                   disposal of the carrier and shall furnish it with all the information it requires  
5                   for delivery of the goods.

Liability for  
transport documents

6                   (2) The carrier shall not be under any duty to enquire into either the  
7                   accuracy or the adequacy of such documents and information. The  
8                   consignor shall be liable to the carrier for any damage caused by the absence,  
9                   inadequacy or irregularity of such documents and information, except in the  
10                  case of some wrongful act or neglect on the part of the carrier.

11                  (3) The liability of the carrier for the consequences arising from the  
12                  loss or incorrect use of the documents specified in and accompanying the  
13                  consignment note or deposited with the carrier shall be that of an agent,  
14                  provided that the compensation payable by the carrier shall not exceed that  
15                  payable in the event of loss of the goods.

16                  **17.**-(1) The consignor has the right to dispose of the goods, by  
17                  asking the carrier to stop the goods in transit, to change the place at which  
18                  delivery is to take place or to deliver the goods to a consignee other than the  
19                  consignee indicated in the consignment note.

Disposal of goods  
in transit

20                  (2) This right shall cease to exist when the second original copy of  
21                  the consignment note is handed to the consignee or when the consignee  
22                  exercises his right under Section 18 of this Bill, from that time onwards the  
23                  carrier shall obey the orders of the consignee.

24                  (3) The consignee shall have the right of disposal from the time  
25                  when the consignment note is drawn up, if the consignor makes an entry to  
26                  that effect in the consignment note.

27                  (4) If in exercising its right of disposal, the consignee has ordered  
28                  the delivery of the goods to another person, that other person shall not be  
29                  entitled to name other consignees.

30                  (5) The exercise of the right of disposal shall be subject to the

1 following conditions-

2 (a) That the consignor or, in the case referred to in subsection 3 of this  
3 Section, the consignee, who wishes to exercise the right produces the first  
4 original copy of the consignment note on which the new instructions to the  
5 carrier have been entered and indemnifies the carrier against all expenses, loss  
6 and damage involved in carrying out such instructions;

7 (b) That the carrying out of such instructions is possible at the time  
8 when the instructions reach the person who is to carry them out and does not  
9 either interfere with the normal working of the carriers' undertaking or  
10 prejudice the consignors or consignees of other consignments;

11 (c) That the instructions do not result in a division of the consignment.

12 (6) When, by reason of the provisions of subsection 5(b) of this  
13 Section, the carrier cannot carry out the instructions which it receives, it shall  
14 immediately notify the person who gave it the instructions.

15 (7) A carrier who has not carried out the instructions given under the  
16 conditions provided for in this Section or who has carried them out without  
17 requiring the first copy of the consignment note to be produced, shall be liable  
18 to the person entitled to make a claim for any loss or damage caused thereby.

Consignee's  
right to delivery

19 **18.-(1)** After arrival of the goods at the place designated for delivery,  
20 the consignee shall be entitled to require the carrier to deliver to it, against the  
21 presentation of a consignment note or receipt, the second copy of the  
22 consignment note and the goods. If the loss of the goods is established or if the  
23 goods have not arrived after the expiry of the period provided for in Section  
24 21 of this Bill, the consignee shall be entitled to enforce in his own name against  
25 the carrier any rights arising from the contract of carriage.

26 (2) The consignee who avails itself of the rights granted to it under  
27 subsection(1) of this Section shall pay the charges shown to be due on the  
28 consignment note, but in the event of dispute on this matter the carrier shall not  
29 be required to deliver the goods unless security has been furnished by the  
30 consignee.

1                   19.-(1) If for any reason it is or becomes impossible to carry out the  
2 contract in accordance with the terms laid down in the consignment note  
3 before the goods reach the place designated for delivery, the carrier shall ask  
4 for instructions from the person entitled to dispose of the goods in  
5 accordance with the provisions of Section 17 of this Bill.

Carriage not  
according to  
conditions in  
consignment note

6                   (2) Where circumstances allow the carriage to be carried out under  
7 conditions different from the terms in the consignment note and if the carrier  
8 has been unable to obtain instructions in reasonable time from the person  
9 entitled to dispose of the goods in accordance with the provisions of Section  
10 17 of this Bill, it shall take such steps as seem to it to be in the best interests of  
11 the person entitled to dispose of the goods.

12                  (3) Where circumstances prevent delivery of the goods after their  
13 arrival at the place designated for delivery, the carrier shall ask the consignor  
14 for its instructions. If the consignee refuses the goods, the consignor shall be  
15 entitled to dispose of them without being obliged to produce the first copy of  
16 the consignment note.

17                  (4) Where the consignee has refused the goods, the consignee may  
18 nevertheless require delivery so long as the carrier has not received  
19 instructions to the contrary from the consignor.

20                  (5) When circumstances preventing delivery of the goods arise  
21 after the consignee, in exercise of his rights under subsection 17(3) of this  
22 Bill, has given an order for the goods to be delivered to another person,  
23 subsections (3) and (4) of this Section shall apply as if the consignee were  
24 the consignor and that other person were the consignee.

25                  (6) The carrier shall be entitled to recover the cost of its request for  
26 instructions and any expenses incurred in carrying out such instructions  
27 unless such expenses were caused by the wrongful act or neglect of the  
28 carrier.

29                  (7) In the cases referred to in subsections (1), (3), (4) and (5) of this  
30 Section, the carrier-

1 (a) may immediately unload the goods for account of the person  
2 entitled to dispose of them and thereupon the carriage shall be deemed to be at  
3 an end;

4 (b) may hold the goods on behalf of the person so entitled;

5 (c) may entrust the goods to a third party, and in that case, it shall not  
6 be under any liability except for the exercise of reasonable care in the choice of  
7 such third party. The charges due under the consignment note and all other  
8 expenses shall remain chargeable against the goods.

9 (8) The carrier may sell the goods, without awaiting instructions from  
10 the person entitled to dispose of them, if the goods are perishable or their  
11 condition warrants such a course, or when the storage expenses would be out of  
12 proportion to the value of the goods.

13 (9) The carrier may also proceed to sell the goods in other cases if after  
14 the expiry of a reasonable period it has not received from the person entitled to  
15 dispose of the goods, instructions to the contrary which he may reasonably be  
16 required to carry out.

17 (10) If the goods have been sold pursuant to this Section<sup>19</sup>, the  
18 proceeds of sale, after deduction of the expenses chargeable against the goods,  
19 shall be placed at the disposal of the person entitled to dispose of the goods. If  
20 these charges exceed the proceeds of sale, the carrier shall be entitled to the  
21 difference.

22 (11) The procedure in the case of sale shall be determined by the law  
23 governing the sale of goods where the goods are situated at the time of the sale.

#### 24 CHAPTER 4: LIABILITY OF THE CARRIER

Carrier's liability  
for loss, damage,  
delay

25 **20.**-(1) The carrier shall be liable for the total or partial loss of the  
26 goods and for damage occurring between the time when it receives the goods  
27 and the time of delivery, and for any delay in delivery.

28 (2) The carrier shall, be relieved of liability if the loss, damage or  
29 delay was caused by the wrongful act or neglect of the claimant, by the  
30 instructions of the claimant given otherwise than as the result of a wrongful act

1 or neglect on the part of the carrier, by inherent vice of the goods or through  
2 circumstances which the carrier could not avoid and the consequences of  
3 which it was unable to prevent.

4 (3) The carrier shall not be relieved of liability by reason of the  
5 defective condition of the vehicle used by it to perform the carriage, or by  
6 reason of the wrongful actor neglect of the person from whom it may have  
7 hired the vehicle or of the agents or servants of the latter.

8 (4) Subject to subsections 27(2) to (5) of this Bill, the carrier shall  
9 be relieved of liability when the loss or damage arises from the special risks  
10 inherent in one or more of the following circumstances-

11 (a) Use of open uncovered vehicles, when their use has been  
12 expressly agreed and specified in the consignment note;

13 (b) Lack of, or defective condition of packing in the case of goods  
14 which, by their nature, are liable to wastage or to be damaged when not  
15 packed or when not properly packed;

16 (c) Handling, loading, stowage or unloading of the goods by the  
17 consignor, the consignee or person acting on behalf of the consignor or the  
18 consignee;

19 (d) The nature of certain kinds of goods which particularly exposes  
20 them to total or partial loss or to damage, especially through breakage, rust,  
21 decay, desiccation, leakage ,normal wastage, or the action of moth or  
22 vermin;

23 (e) Insufficiency or inadequacy of marks or numbers on the  
24 packages;

25 (f) The carriage of livestock, such as difference in weights of  
26 livestock or animal specialties by natural shrinkage.

27 (5) Where, under this Section, the carrier is not under any liability  
28 in respect of some of the factors causing the loss, damage or delay, it shall  
29 only be liable to the extent that those factors for which it is liable under this  
30 Section have contributed to the loss, damage or delay.

	1	The carrier shall not be relieved of its responsibility for the loss, destruction,
	2	damage, deterioration or non-delivery of the consignment if the carrier could
	3	have avoided such loss, destruction, damage or deterioration or non-delivery
	4	had the carrier exercised due diligence and care in the carriage of the
	5	consignment.
Delay in delivery	6	<b>21.</b> Delay in delivery shall be said to occur when the goods have not
	7	been delivered within the agreed time-limit.
Action taken upon delay in delivery	8	<b>22.</b> -(1) Non-delivery of goods within thirty days following the
	9	expiration of the agreed time-limit, shall be conclusive evidence of the loss of
	10	the goods, and the person entitled to make a claim may treat them as lost.
	11	(2) The person entitled to make a claim may, on receipt of
	12	compensation for the missing goods, request in writing that he shall be notified
	13	immediately should the goods be recovered within one year following the
	14	payment of compensation. He shall be given a written acknowledgement of
	15	such request.
	16	(3) Within the thirty days following receipt of the notification referred
	17	to in subsection (2) of this Section, the person entitled to make a claim may
	18	require the goods to be delivered to it against payment of the charges shown to
	19	be due on the consignment note and also against refund of the compensation he
	20	received less any charges included therein, but without prejudice to any claims
	21	to compensation for delay in delivery under Section 28 of this Bill and where
	22	applicable, Section 31.
	23	(4) In the absence of the request mentioned in subsection (2) of this
	24	Section or of any instructions given within the period of thirty days specified in
	25	subsection (3) of this Section, or if the goods are not recovered until more than
	26	one year after the payment of compensation, the carrier shall be entitled to
	27	dispose of them.
Failure to take delivery of consignment	28	<b>23.</b> -(1) Upon arrival of the goods at the designated place of delivery,
	29	the carrier shall notify the consignee of the arrival of the goods, and the
	30	consignee shall take delivery of the goods and the second copy of the



1 consignment note, within seven days from the date of notification.

2 (2) If the consignee fails to take delivery of any consignment of  
3 goods within a period of seven days from the date of notice given by the  
4 carrier, such goods may be deemed as unclaimed.

5 (3) In case of perishable goods, the period of seven days shall not  
6 apply, and the goods shall be deemed unclaimed after a period of forty-eight  
7 hours of service of notice or any lesser period as may be mutually agreed to  
8 by the carrier and the consignor.

9 (4) In the case of an unclaimed consignment under subsection (1)  
10 of this Section, the carrier may-

11 (a) if such consignment is perishable in nature, have the right to sell  
12 the goods; or

13 (b) if such consignment is not perishable in nature, cause a notice to  
14 be served upon the consignee or upon the consignor if the consignee is not  
15 available, requiring it to remove the goods within a period of fifteen days  
16 from the date of receipt of the notice and in case of failure to comply with the  
17 notice, the carrier shall have the right to sell such consignment without any  
18 further notice to the consignee or the consignor.

19 (5) The carrier shall, out of the sale proceeds received under  
20 subsection (2) of this Section, retain a sum equal to the freight, storage and  
21 other charges due including expenses incurred for the sale, and the surplus,  
22 if any, from such sale proceeds shall be returned to the consignee or the  
23 consignor.

24 (6) Unless otherwise agreed upon between the carrier and consignor, the  
25 carrier shall, subject to subsection (4) of this Section, be entitled to detain or  
26 dispose of the consignment in part or in full to recover its freight in the event  
27 of the consignee failing to make payment of the freight and other charges  
28 payable to the carrier at the time of taking delivery.

29 **24.-(1)** No goods of dangerous or hazardous nature to human life  
30 shall be carried by a carrier except in accordance with such procedure and

Provision for  
carriage of goods  
of dangerous or  
hazardous nature  
to human life

1 after complying with such safeguards as may be prescribed.

2 (2) The Federal Government may, by regulation, specify the goods of  
3 dangerous or hazardous nature to human life and the label or class of labels to  
4 be carried in, or displayed on, the vehicle or such goods in the course of  
5 transportation.

6 (3) Notwithstanding anything contained in any other law for the time  
7 being in force, every carrier shall scrutinize and ensure before starting  
8 transportation of any consignment containing goods of dangerous or  
9 hazardous nature to human life and property that the consignment is covered  
10 by, one or more insurance policies under a contract of insurance in respect of  
11 such goods providing relief in case of death or injury to a person or damage to  
12 any property or the consignment if an accident occurs.

Compensation  
relating to  
dangerous goods

13 **25.**-(1) Goods of a dangerous nature, which were not disclosed or  
14 indicated in the consignment note and which the carrier did not know were  
15 dangerous, may, at any time or place, be unloaded, destroyed or rendered  
16 harmless by the carrier without compensation.

17 (2) The consignor in the circumstances described in subsection (1) of  
18 this Section shall be liable for all expenses, loss or damage arising out of their  
19 handing over goods of a dangerous nature for carriage or of their carriage.

Compensation  
on failure to  
collect cash on  
delivery

20 **26.** Where the goods have been delivered to the consignee without  
21 collection of the "cash on delivery" charge which should have been collected  
22 by the carrier under terms of the contract of carriage, the carrier shall be liable  
23 to the consignor for compensation not exceeding the amount of such charge  
24 without prejudice to its right of action against the consignee.

Burden of proof  
for loss, damage,  
delay

25 **27.**-(1) The burden of proving that loss, damage or delay was due to  
26 one of the causes specified in subsection 20(2) of this Bill, shall rest upon the  
27 carrier.

28 (2) Where the carrier establishes that the loss or damage could be  
29 attributed to one or more of the special risks referred to in subsection 20(4) of  
30 this Bill, it shall be presumed that it was so caused. The claimant shall be

1 entitled to prove that the loss or damage was not, in fact, attributable either  
2 wholly or partly to one of these risks.

3 (3) This presumption shall not apply in the circumstances set out in  
4 subsection 20(4) (a) of this Bill, if there has been an abnormal shortage or a  
5 loss of any package.

6 (4) If the carriage is performed in vehicles specially equipped to  
7 protect the goods from the effects of heat, cold, variations in temperature or  
8 the humidity of the air, the carrier shall not be entitled to claim the benefit of  
9 subsection 20(4)(d) of this Bill, unless it proves that all steps required of it in  
10 the circumstances with respect to the choice, maintenance and use of such  
11 equipment were taken and that he complied with any special instructions  
12 issued to it.

13 (5) The carrier shall not be entitled to claim the benefit of  
14 subsection 20(4)(f) of this Bill, unless it proves that all steps normally  
15 required of it in the circumstances were taken and that it complied with any  
16 special instructions issued to it.

17 (6) Where the consignor delivers goods of a dangerous nature to  
18 the carrier, it shall inform the carrier of the exact nature of the danger and  
19 indicate if necessary, precautions to be taken. Where this information has  
20 not been entered in the consignment note, the burden of proving, by some  
21 other means, that the carrier knew the exact nature of the danger constituted  
22 by the carriage of the goods carried shall rest on the consignor or the  
23 consignee.

24 CHAPTER 5: LIMITATION OF LIABILITY

25 **28.**-(1) Where a carrier is liable for compensation in respect of total  
26 or partial loss of goods, such compensation shall be calculated by reference  
27 to the value of the goods at the place and time at which they were accepted  
28 for carriage.

Compensation for  
partial or total  
Loss

29 (2) The value of the goods shall be fixed according to the current

1 market price, by reference to normal value of goods of the same kind and  
2 quality.

3 (3) Compensation shall not, however, exceed N6,000.00 per kilogram  
4 computed on the total weight of the consignment except where the value of the  
5 goods has been declared in accordance with Section 29 of this Bill.

6 (4) The carriage charges, Customs duties and other charges incurred  
7 in respect of the carriage of the goods shall be refunded in full in case of total  
8 loss and in proportion to the loss sustained in case of partial loss, but no further  
9 damage shall be payable.

10 (5) In the case of delay, if the claimant proves that damage has  
11 resulted from the delay, the carrier shall pay compensation for such damage not  
12 exceeding the carriage charges.

13 (6) Higher compensation may only be claimed where the value of the  
14 goods or a special interest in delivery has been declared in accordance with  
15 Section 29 and Section 31 of this Bill.

Declared value  
of goods for  
compensation

16 **29.**-(1) The consignor may declare in the consignment note a value for  
17 the goods exceeding the limit laid down in subsection 28(3) of this Bill, and in  
18 that case the amount of the declared value shall be substituted for that limit.

19 (2) The declared value shall be the value of the goods at the place and  
20 time of shipment and includes the freight and other charges, if paid. The  
21 amount of any loss or damage for which the carrier is liable shall not exceed the  
22 declared value.

Compensation  
for damage

23 **30.**-(1) In case of damage, the carrier shall be liable for the amount by  
24 which the goods have diminished in value, calculated by reference to the value  
25 of the goods fixed in accordance with subsections 28(1) (2) and (4) of this Bill.

26 (2) The compensation in subsection 1 of this Section may not exceed-  
27 (a) If the whole consignment has been damaged, the amount payable in the case  
28 of total loss;

29 (b) If part only of the consignment has been damaged, the amount  
30 payable in the case of loss of the part affected.

1                   **31.**-(1) The consignor may fix the amount of a special interest in  
 2                   delivery in the case of loss or damage or of the agreed time-limit being  
 3                   exceeded, by entering such amount in the consignment note.

Declaration of  
fixed amount as  
special interest in  
delivery

4                   (2) If a declaration of a special interest in delivery has been made,  
 5                   compensation for the additional loss or damage proved may be claimed, up  
 6                   to the total amount of the interest declared, independently of the  
 7                   compensation provided for in Sections 28, 29 and 30 of this Bill.

8                   **32.**-(1) The claimant shall be entitled to claim interest on  
 9                   compensation payable. Such interest, calculated at five per centum per  
 10                  annum, shall accrue from the date on which the claim was sent in writing to  
 11                  the carrier or, if no such claim has been made, from the date on which legal  
 12                  proceedings were instituted.

Interest on  
compensation  
payable

13                  (2) When the amounts on which the calculation of the  
 14                  compensation is based are not expressed in the currency of the country in  
 15                  which payment is claimed, conversion shall be at the official rate of  
 16                  exchange applicable on the day and at the place of payment of  
 17                  compensation.

18                  **33.**-(1) In cases where, under the law applicable, loss, damage or  
 19                  delay arising out of carriage under this Bill gives rise to an extra-contractual  
 20                  claim, the carrier may avail itself of the provisions of this Bill which exclude  
 21                  its liability or which fix or limit the compensation due.

Priority of the  
provisions of this  
Bill on liability of  
carrier

22                  (2) In cases where the extra-contractual liability for loss, damage  
 23                  or delay of one of the persons for whom the carrier is responsible under the  
 24                  Section 4 of this Bill is in issue, such person may also avail itself of the  
 25                  provisions of this Bill which exclude the liability of the carrier or which fix  
 26                  or limit the compensation due.

27                  **34.**-(1) The carrier shall not be entitled to avail itself of the  
 28                  provisions of this chapter which exclude or limit its liability or which shift  
 29                  the burden of proof if the damage was caused by its wilful misconduct, or  
 30                  criminal act or by such default on its part as, in accordance with the law of

Wilful Misconduct  
or Default of Carrier

1 the court or tribunal seised of the case, is considered as equivalent to wilful  
2 misconduct.

3 (2) The same provision shall apply if the wilful misconduct, or  
4 criminal act or default is committed by the agents or servants of the carrier or by  
5 any other persons of whose services it makes use for the performance of the  
6 carriage, when such agents, servants or other persons are acting within the  
7 scope of their employment.

8 (3) The agents or servants of the carrier or any other persons of whose  
9 services it makes use for the performance of the carriage shall not be entitled to  
10 avail themselves, with regard to their personal liability, of the provisions of this  
11 chapter referred to in subsection 1 of this Section.

Charge for carriage  
of consignment  
at a higher risk  
rate

12 **35.**-(1) Every carrier may require payment for the higher risk  
13 undertaken by it in carrying a particular consignment at such rate of charge as it  
14 may fix, and its liability would be in accordance with the terms as may be  
15 agreed upon with the consignor.

16 (2) The carrier is entitled to claim payment at a rate higher than its  
17 ordinary rate of charge, only where the carrier has exhibited a printed or written  
18 notice, of the higher rate of charge in the place or premises where it carries on  
19 the business of carrier.

Cost arising from  
examination of  
goods

20 **36.**-(1) Where any consignment has been detained for examination by  
21 a competent authority and upon such examination it is found that certain  
22 prohibited goods or goods on which due tax, duties and charges were not paid  
23 or insufficiently paid have been entrusted to the carrier by the consignor which  
24 have not been described in the consignment note, the cost of such examination  
25 shall be borne by the consignor and the carrier shall not be liable for any loss,  
26 damage or deterioration caused by such detention of the consignment for  
27 examination.

28 (2) The onus of proving that such incorrect description of goods in the  
29 consignment note was received from the consignor shall be on the carrier.

30 For the purposes of this Section, "competent authority" means any person or

1 authority who is empowered to examine goods by or under any law for the  
2 time being in force to secure compliance with provisions of that law.

3 CHAPTER 6: PROVISIONS RELATING TO CARRIAGE PERFORMED BY

4 SUCCESSIVE CARRIERS

5 37.-(1) If carriage governed by a single contract is performed by  
6 successive road/rail carriers, each of them shall be responsible for the  
7 performance of the whole operation, the second carrier and each succeeding  
8 carrier becoming a party to the contract of carriage, under the terms of the  
9 consignment note, by reason of its acceptance of the goods and the  
10 consignment note.

Responsibility of  
successive carriers  
governed by a  
single contract of  
carriage

11 (2) A carrier accepting the goods from a previous carrier shall give  
12 to the previous carrier, a dated and signed receipt. It shall enter its name and  
13 address on the second copy of the consignment note. Where applicable, it  
14 shall enter on the second copy of the consignment note and on the receipt  
15 reservations of the kind provided for in Section 14 of this Bill.

16 (3) The provisions of subsection 12(8) of this Bill shall apply to the  
17 relationship between successive carriers.

18 38.-(1) Except in the case of a counter-claim or a set-off raised in an  
19 action concerning a claim based on the same contract of carriage, legal  
20 proceedings in respect of liability for loss, damage or delay may only be  
21 brought against the first carrier, the last carrier or the carrier who was  
22 performing that portion of the carriage during which the event causing the  
23 loss, damage or delay occurred.

Part(ies) to sue  
in case of successive  
carriers

24 (2) Legal proceedings may be brought at the same time against  
25 several of these carriers mentioned in subsection (1) of this Section.

26 39.-(1) A carrier who has paid compensation in compliance with  
27 the provisions of this Bill, shall be entitled to recover such compensation,  
28 together with interest thereon and all costs and expenses incurred by reason  
29 of the claim, from the other carriers who have taken part in the carriage,  
30 subject to the following provisions-

Carrier's right to  
compensation from  
other carriers

1 (a) The carrier responsible for the loss or damage shall be solely liable  
2 for the compensation whether paid by itself or by another carrier;

3 (b) When the loss or damage has been caused by the action of two or  
4 more carriers, each of them shall pay an amount proportionate to his share of  
5 liability. Where it is impossible to apportion liability, each carrier shall be liable  
6 in proportion to the share of the payment for the carriage which is due to it;

7 (c) Where it cannot be ascertained to which carrier liability is  
8 attributable for the loss or damage, the amount of the compensation shall be  
9 apportioned between all the carriers as laid down in subsection 1(b) of this  
10 Section.

11 (2) Where one of the carriers is insolvent, the share of the  
12 compensation due from it and unpaid by it shall be divided among the other  
13 carriers in proportion to the share of the payment for the carriage due to them.

14 (3) No carrier against whom a claim is made under subsections 1 and 2  
15 of this Section shall be entitled to dispute the validity of the payment made by  
16 the carrier making the claim if the amount of the compensation was determined  
17 by a court after the first mentioned carrier had been given due notice of the  
18 proceedings and afforded an opportunity of entering an appearance.

19 CHAPTER 7: GENERAL

Marking of  
freight

20 **40.**-(1) The name of the consignee and the destination shall be plainly  
21 marked on each article of freight delivered to the carrier.

22 (2) Subsection (1) of this Section does not apply to a shipment which  
23 fully occupies the capacity of the transporting vehicle if the shipment is from  
24 one consignor to one consignee and to one destination.

Packaging

25 **41.**-(1) No carrier shall be required to accept any goods for carriage  
26 unless-

27 (a) they are in such a condition and so prepared for shipment as to  
28 render their carriage reasonably safe and practicable; and

29 (b) the containers or packaging are of sufficient strength and security  
30 to afford reasonable and proper protection to the goods.



1	(2) A carrier is not required to accept for carriage any shipment	
2	whose nature or characteristic is such as to expose the equipment of the	
3	vehicle or the other shipments to damage.	
4	<b>42.</b> No carrier shall transport any commodity intended for human	Contamination
5	consumption unless-	
6	(a) the vehicle has been cleaned so that all poisonous chemicals and	
7	residues remaining in the vehicle from previous use have been removed; and	
8	(b) all other shipments capable of contaminating such	
9	commodities are protected by a container or covering and are loaded so that	
10	contamination will not occur; and	
11	(c) the commodities are protected by a container or covering to	
12	prevent contamination which could occur during transit.	
13	<b>43.</b> In the case of accident to or breakdown of a vehicle engaged in	Breakdowns
14	the carriage of goods, the carrier shall make immediate arrangements for the	
15	carriage of goods being carried by the vehicle to their destination with as	
16	little delay as possible.	
17	<b>44.</b> No carrier carrying goods over a specified route shall operate	Rest stops
18	the vehicle for more than 6hours without stopping at a rest station for at least	
19	30minutesrest.	
20	<b>45.</b> The Federal Government of Nigeria may, by notification in the	Power of Federal
21	Official Gazette, specify, in public interest, the goods or class or classes of	Government of
22	goods which shall not be carried by a carrier.	Nigeria to prohibit
		carriage of certain
		class of goods
23	CHAPTER 8: CLAIMS AND ACTIONS	
24	<b>46.-(1)</b> Where the consignee takes delivery of the goods without	Time limits for
25	duly inspecting their condition with the carrier or without sending it	instituting action
26	reservations giving a general indication of the loss or damage-	
27	(a) in the case of apparent loss or damage;	
28	(b) in the case of loss or damage which is not apparent;	
29	within seven days of delivery, Sundays and public holidays excepted, the	
30	fact of this taking delivery shall be prima facie evidence that it has received	

1 the goods in the condition described in the consignment note.

2 (2) In the case of loss or damage which is not apparent, the  
3 reservations referred to subsection (1) of this Section shall be made in writing.

4 (3) Where the condition of the goods has been duly inspected by the  
5 consignee and the carrier, evidence contradicting the result of this inspection  
6 shall only be admissible in the case of loss or damage which is not apparent and  
7 provided that the consignee has duly sent reservations in writing to the carrier  
8 within seven days, Sundays and public holidays excepted, from the date of the  
9 inspection.

10 (4) No compensation shall be payable for delay in delivery unless a  
11 reservation has been sent in writing to the carrier, within fourteen (14) days,  
12 Sundays and public holidays excepted, from the time that the goods were  
13 placed at the disposal of the consignee.

14 (5) No compensation shall be payable for failure to make delivery  
15 unless a reservation has been sent in writing to the carrier, after the thirtieth day  
16 from the agreed date of delivery, or where there is no agreed date, the fortieth  
17 day from the date the goods were taken over by the carrier.

18 (6) In calculating the time-limits provided for in this Section, the date  
19 of delivery, or the date of inspection, or the date when the goods were placed at  
20 the disposal of the consignee, as the case may be, shall not be included.

21 (7) The carrier and the consignee shall give each other every  
22 reasonable facility for making the requisite investigations and inspections.

23 (8) The period of limitation for an action arising out of carriage under  
24 this Bill shall be one year.

25 (9) In the case of wilful misconduct, or such default as considered by  
26 the court as equivalent to wilful misconduct, the period of limitation shall be  
27 three years.

28 (10) The period of limitation shall begin to run-

29 (a) In the case of partial loss, damage or delay in delivery, from the  
30 date of delivery or the date when delivery was expected to be made;

1 (b) In the case of total loss, from the thirtieth day after the expiry of  
2 the agreed time-limit. Where there is no agreed time-limit from the fortieth  
3 day from the date on which the goods were taken over by the carrier;

4 (c) In all other cases, on the expiry of a period of sixty days after the  
5 making of the contract of carriage.

6 (11) The day on which the period of limitation begins to run shall  
7 not be included in the calculation of the limitation period.

8 (12) A written claim shall suspend the period of limitation until  
9 such date as the carrier rejects the claim by notification in writing.

10 (13) If a part of the claim is admitted, the period of limitation shall  
11 start to run again only in respect of that part of the claim still in dispute.

12 (14) The burden of proof of the receipt of the claim, or of the reply  
13 shall rest with the party relying upon these facts.

14 (15) The running of the period of limitation shall not be suspended  
15 by further claims having the same object.

16 (16) A right of action which has become barred by lapse of time  
17 may not be exercised by way of counterclaim or set-off.

18 **47.** The contract of carriage may contain a clause conferring Alternative Dispute  
19 competence on an arbitration panel provided the clause conferring Resolution  
20 competence on the panel provides that the panel shall apply the provisions of  
21 this Bill.

22 CHAPTER 9: VEHICLES AND TRAINS TO BE SAFE AND OPERATED IN

23 COMPLIANCE WITH REGULATIONS

24 **48.-(1)** The carrier shall not operate an unsafe vehicle or train. Duty to safety of  
25 vehicles/rail coaches

26 (2) If the regulations or the rules require a vehicle to have current  
27 evidence of vehicle inspection or a current certificate of loading or a  
28 certificate of registration under Chapter 2 of this Bill, a carrier shall not  
29 operate the vehicle on a road or rail coaches on rail tracks without the  
30 appropriate current evidence of vehicle inspection or loading certificate or  
certificate of registration.

	1	(3) The carrier is bound all through the carriage to exercise due
	2	diligence to make and keep the vehicle or train roadworthy.
	3	(4) Evidence of vehicle or train inspection must be displayed on the
	4	vehicle or train to which it applies.
Drivers not to be reckless or dangerous	5	<b>49.</b> -(1) A person shall not drive a vehicle, or cause a vehicle to be
	6	driven, carelessly or without reasonable consideration for other persons.
	7	(2) A person shall not drive a vehicle, or cause a vehicle to be driven,
	8	at a speed or in a manner which, having regard to all the circumstances, is or
	9	might be dangerous to the public or to a person or the consignment.
Loads transported by vehicles or trains to be secured	10	<b>50.</b> -(1) A carrier operating a vehicle shall be responsible for the
	11	loading or supervision of the loading operation and shall ensure that any load
	12	carried in or on the vehicle, or in or on a vehicle being towed by the vehicle
	13	driven by the carrier, is secured and contained in such a manner that it cannot
	14	fall or escape from the vehicle.
	15	(2) Any person who contravenes the requirements of this Section
	16	commits an offence and is liable on conviction to the punishment prescribed
	17	under Chapter 11 of this Bill.
Heavy vehicles not to be overloaded	18	<b>51.</b> -(1) A carrier operating a heavy vehicle or combination of vehicles
	19	shall not load the vehicle or operate the vehicle or vehicles in breach of the
	20	prescribed maximum gross weight and height limits for such vehicles or for
	21	axles or groups of axles of vehicles.
	22	(2) Any person who contravenes the requirements of this Section
	23	commits an offence and is liable on conviction to the punishment prescribed
	24	under Chapter 11 of this Bill.
	25	CHAPTER 10: INSURANCE
Cargo insurance	26	<b>52.</b> -(1) Subject to subsections (3) and (4) of this Section, a person who
	27	operates a vehicle for the carriage of goods for reward, shall provide or effect
	28	and carry with an insurer licensed under the Insurance Act, a cargo liability
	29	insurance for loss or damage to goods in an amount sufficient to cover the loss
	30	or damage of the goods carried.

1                   (2) The insurance for loss or damage occurring at any one time and  
2                   place, shall have regard to the authorized gross weight of the vehicle, value  
3                   and the nature of the freight transported as prescribed by the relevant laws  
4                   and regulations.

5                   (3) Subsection (1) of this Section does not apply where the cargo is  
6                   fresh vegetable, fresh fruits, field crops, fresh tree nuts, or miscellaneous  
7                   waste or materials of an indestructible or non-flammable nature.

8                   (4) Subsection (1) of this Section does not apply where the person  
9                   operating the vehicle is transporting merchandise owned by that person if  
10                  that person has filed a declaration with the registering authority in a form  
11                  satisfactory to the registering authority that the person transports only  
12                  merchandise owned by that person.

13                  (5) The insurance policy or bond required under this Section shall  
14                  be filed with the registering authority.

15                  **53.-(1)** In this Section, "vehicle liability policy" means a policy of  
16                  insurance that insures the operator of the vehicle, and every other person  
17                  who with his or her consent operates the vehicle, against liability imposed  
18                  by law arising out of the ownership, use or operation of a vehicle resulting  
19                  from loss of or damage to any property, whether real or personal, of any  
20                  person whether that person is a passenger in the vehicle or not.

Property damage  
insurance

21                  (2) A carrier shall procure, carry and present on demand a valid  
22                  vehicle liability policy.

23                  (3) Every policy required pursuant to subsections (1) and (2) of this  
24                  Section from a carrier shall be of the following value-

25                  (a) general merchandise except the commodities described as  
26                  dangerous goods by applicable regulation, shall insure to the limit as  
27                  prescribed by the relevant laws and regulations;

28                  (b) the dangerous goods mentioned in subsection (a) shall insure to  
29                  the limit as prescribed by the relevant laws and regulations, exclusive of  
30                  interests and costs.

(4) Where the registering authority accepts a bond in place of a motor vehicle liability insurance policy, the bond shall be in the same amount that is required in the case of an insurance policy.

(5) The insurance policy or bond required under this section shall be filed with the registering authority.

#### CHAPTER 11: OFFENCES

Punishment for contravention in relation to registration, carrying goods of dangerous or hazardous nature, or prohibited goods

**54.-(1)** Any person who contravenes the provisions of Section 5 of this Bill, commits an offence and shall be punishable for the first offence with a fine not exceeding N400,000.00, and for the second or subsequent offence with fine not exceeding N600,000.00.

(2) Any person who contravenes the provisions of Section 24 of this Bill, commits an offence and shall in addition to the punishment prescribed by the relevant laws and regulations be liable to forfeiture of the vehicle and the goods:

(1) Any person who contravenes the provisions of a notification issued under Section 45 of this Bill commits an offence and shall be liable for the penalties provided in such Notice.

(2) If the person committing an offence under this Bill is a company, every person who, at the time the offence was committed, was in charge of, and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished in accordance with the provisions of this Bill.

(3) Notwithstanding anything contained in subsection (1) of this Section, where any offence under this Bill has been committed by a company and it is proved that the offence has been committed with the consent or connivance of, or is attributable to any neglect on the part of, any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall be proceeded against and punished accordingly.

For the purpose of this section-

1 (a) "company" means any body corporate and includes a firm or  
2 other association of individuals; and

3 (b) "director", in relation to a firm, means a partner in the firm.

4 **55.**-(1) Notwithstanding the liabilities of the carrier prescribed Failure to secure  
load  
5 under Chapter 4 of this Bill, a person operating a vehicle on road or rail, and  
6 any person loading that vehicle, commits an offence if the person fails to  
7 ensure that any load carried in or on the vehicle, or in or on a vehicle being  
8 towed by the vehicle driven by the operator, is secured and contained in such  
9 a manner that it cannot fall or escape from the vehicle.

10 (2) If a person is convicted of an offence against subsection(1) of  
11 this Section,-

12 (a) the maximum fine for an individual is N750,000.00 and the  
13 court may disqualify the person from holding or obtaining a driver licence  
14 for such period as the court thinks fit;

15 (b) the maximum fine for a body corporate is N4,000,000.00 or

16 (c) confiscation of vehicle or

17 (d) both the fine and confiscation of the vehicle.

18 **56.**-(1) Notwithstanding the liabilities of the carrier prescribed Overloading  
offences  
19 under Chapter 4 of this Bill, a person operating a heavy vehicle or  
20 combination of vehicles commits an offence if the person operates the  
21 vehicle or combination of vehicles in breach of the applicable prescribed  
22 maximum gross weight and height limits for motor vehicles or prescribed  
23 maximum weight limits for axles or groups of axles of motor vehicles.

24 (2) Separate offences are committed in respect of every axle, every  
25 group of axles, and the total number of axles of a heavy motor vehicle or  
26 combination of vehicles, if the weight on that axle or axles exceeds the  
27 relevant prescribed maximum gross weight limit or prescribed maximum  
28 weight limit.

29 (3) If a person commits an offence in contravention of this Section,  
30 the person shall pay the penalty prescribed by the regulations.

29                   **59.**-(1) The Minister may, by notification in the Official Gazette,  
30   make regulations for carrying out the provisions of this Bill.



1 (2) The regulations may provide for all or any of the following  
2 matters-

3 (a) the form and manner of making an application for grant or  
4 renewal of a certificate of registration and the fee under subsections 6(2) and  
5 (3) of this Bill;

6 (b) the form and the conditions subject to which certificate of  
7 registration or renewal may be granted under subsection 6(5) of this Bill;

8 (c) the form and manner in which a carrier shall issue consignment  
9 note under Section 12 of this Bill;

10 (d) liability of the carrier for loss of, or damage to, delay in delivery  
11 of any consignment under Section 20 of this Bill;

12 (e) the procedure and safeguards to be complied with for carrying  
13 goods of dangerous or hazardous nature under subsection 24(1) of this Bill;

14 (f) the specification of the goods of dangerous or hazardous nature  
15 to human life and the label or class of labels to be carried or displayed in or  
16 on the motor vehicle or on such goods in the course of their transportation  
17 under subsection 24(2) of this Bill; and

18 (g) any other matter which is required to be, or may be prescribed.

19 **60.** In this Bill-

Interpretation

20 "Carriage" means carriage of goods by road and or by rail, where the place  
21 for loading of the goods and the place designated for delivery are situated in  
22 Nigeria, irrespective of the nationality and the residence of the contracting  
23 parties.

24 "Carrier" means the person that enters into a contract of carriage with the  
25 shipper, consignor, sender, who may be named as carrier in a consignment  
26 note, to carry goods from the shipper, consignor, sender's premise to the  
27 designated place of delivery; and includes a person engaged in the business  
28 of collecting, storing, forwarding or distributing goods to be carried by  
29 commercial vehicle under a goods receipt or transporting for reward of  
30 goods from place to place by commercial vehicle on road/rail, for all persons

1 and includes a goods booking company, contractor, agent, broker and courier  
2 agency engaged in the door-to-door transportation of documents, goods or  
3 articles utilising the services of a person, either directly or indirectly, to carry or  
4 accompany such documents, goods or articles;

5 "C.O.D." means cash on delivery;

6 "Commercial vehicle" means a motor vehicle or rail wagon or coaches or  
7 combination of vehicles operated by a person to carry the goods of another  
8 person or persons for reward.

9 "Consignment" or "goods" or "cargo" means all kinds of movable property and  
10 includes any substance or articles, documents, livestock, mineral, ware, crude,  
11 petroleum product and merchandise of every description entrusted by the  
12 shipper, consignor or sender to the carrier for carriage, the description or details  
13 of which are given in the consignment note and any container or other item  
14 used to contain any substance or article;

15 "Consignor" "shipper" or "sender" means the person that enters into a contract  
16 of carriage with the carrier, who may be named as consignor, or shipper or  
17 sender in the consignment note, by whom or on whose behalf the goods  
18 covered by the consignment note are entrusted to the carrier for carriage;

19 "Consignee" or "receiver" means the person, as may be named in the  
20 consignment note, entitled to delivery of the goods covered by the  
21 consignment note;

22 "Evidence of vehicle inspection", in relation to a vehicle, means any certificate,  
23 label, or document issued under this Bill as evidence of the completion of the  
24 periodic vehicle inspection requirements in respect of that vehicle;

25 "Gross weight", in relation to a vehicle or combination of vehicles, means the  
26 weight of the vehicle or of the vehicles comprising the combination, together  
27 with the load that the vehicle or (as the case may be) the vehicles are for the time  
28 being carrying, including equipment and accessories; and, for the purposes of  
29 this Bill and of the regulations and the rules, and without limiting the methods  
30 by which the gross weight of a vehicle may be determined, the gross weight of a

1 vehicle may be determined by adding the weight on its axles or groups of  
2 axles.

3 "Household goods" means-

4 (a) furniture, appliances and personal effects transported as part of  
5 the relocation of a household, and includes vehicles and boats moved as part  
6 of a household;

7 (b) uncrated furniture and equipment transported to, and to be  
8 furnishings in an office, store, factory, commercial establishment, museum,  
9 hospital or public institution,

10 (c) stock-in-trade moved as part of the relocation of an office, store  
11 or commercial establishment, and

12 (d) objects of art, displays, exhibits, computers and electronic  
13 devices that require specialized handling.

14 "Land transport" means transport on land by any means and the  
15 infrastructure facilitating such transport and includes rail and surface-effect  
16 vehicles.

17 "Land transport documents" means licences, permits, approvals,  
18 authorisations, exemptions, certificates, and similar documents.

19 "Load includes-

20 (a) part of a load; and

21 (b) covers, ropes, ties, blocks, tackles, barrows, or other equipment  
22 or object used in the securing or containing of loads on vehicles or the  
23 loading or unloading of vehicles, whether or not any other load is on the  
24 vehicle;

25 "Operate", in relation to a vehicle, means to drive or use the vehicle on a  
26 road/rail, or to cause or permit the vehicle to be on a road/rail or to be driven  
27 on a road/rail, whether or not the person is present with the vehicle; and  
28 operator has a corresponding meaning;

29 "Person" includes any association or body of persons, whether incorporated  
30 or not, a road transport booking company, contractor and an agent or a

- 1 broker carrying on the business of a carrier;
- 2 "Overloading offence" means any offence against any enactment that is
- 3 specified as an overloading offence by the regulations;
- 4 "Owner", in relation to a vehicle, means the person lawfully entitled to
- 5 possession of the vehicle, except where-
- 6 (a) the vehicle is subject to a bailment that is for a period not
- 7 exceeding 28 days; or
- 8 (b) the vehicle is let on hire pursuant to the terms of a rental-service
- 9 licence, in which case owner means the person who, but for the bailment or
- 10 letting on hire, would be lawfully entitled to possession of the vehicle; and
- 11 owned and ownership have corresponding meanings.
- 12 "Passenger service"-
- 13 (a) means-
- 14 (i) the carriage of passengers on any road/rail for hire or reward by
- 15 means of a vehicle; and
- 16 (ii) the carriage of passengers on any road/rail, whether or not for hire
- 17 or reward, by means of a large passenger service vehicle; and
- 18 (b) includes the carriage of passengers on any road/rail -
- 19 (i) in which the carriage of passengers is made using the vehicle
- 20 provided by one of the passengers and the driver is paid for the carriage; or
- 21 (ii) that involves the letting on hire of a vehicle by a person who drives
- 22 the vehicle or provides a driver for the vehicle if, during the hiring, the vehicle
- 23 is used for the carriage of passengers.
- 24 "Prescribed means-
- 25 (a) in relation to a matter under this Bill, prescribed by this Bill or by
- 26 regulations, rules, or notice made under this Bill:
- 27 (b) in relation to a matter prescribed under any other enactment,
- 28 prescribed in accordance with that enactment.
- 29 "Registering authority" means the Nigerian Shippers Council or its successor;
- 30 "Register of vehicles" means the register continued and maintained under

1 Federal Road Safety Commission (Establishment) Act 2007 Act No. 22  
2 and any other applicable vehicle registration laws;  
3 "Registration" means the registration granted or renewed under Chapter 2  
4 of this Bill;  
5 "Right to Direct" means the right to stop the goods in transit, to deliver the  
6 goods at a place other than the place at which delivery is indicated in the  
7 consignment note to take place or to deliver the goods to a person other  
8 than the receiver indicated in the consignment note, or to follow any other  
9 instruction;  
10 "Transport service" means any carriage of goods service, licensed rail  
11 carriers, rental service, but does not include any service specified as an  
12 exempt transport service in the regulations or the rules;  
13 "Transport service driver" means any person who is, or is from time to  
14 time, employed or engaged in driving a vehicle being used in a transport  
15 service whether or not that person is licensed or required to hold a licence  
16 to drive such a vehicle;  
17 "Transport service operator" means a person who carries on a transport  
18 service, whether or not that person employs personnel to assist in doing so  
19 on its behalf; but does not include those personnel;  
20 "Transport service vehicle" means a motor vehicle or a rail wagon/coach  
21 used or capable of being used in a transport service for the carriage of  
22 goods and includes any goods service vehicle, rental service vehicle, or  
23 vehicle recovery service vehicle;  
24 "Unlicensed", in relation to a driver, includes holding an expired licence.  
25 "Vehicle" means a motor vehicle or a rail wagon/coach used or capable of  
26 being used in a transport service for the carriage of goods and includes  
27 any goods service vehicle, rental service vehicle, or vehicle recovery  
28 service vehicle.

29 **61.** This Bill may be cited as the Carriage of Goods by Land  
30 (Road and Rail) Bill, 2023.

Short title

1	FIRST SCHEDULE
2	UNIFORM CONDITIONS OF CARRIAGE - GENERAL MERCHANDISE
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6	3. Liability of Originating and Delivering Carriers
7	4. Recovery from Connecting Carriers
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12	9. Right to direct
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14	11. Valuation
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16	13. Consignor's Risk
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18	15. Dangerous Goods
19	16. Undelivered Goods
20	17. Return of Goods
21	18. Alterations
22	19. Weights
23	20. C.O.D. Shipments
24	1. Information required in contract of carriage - general merchandise
25	(1) A contract of carriage must contain,
26	(a) the name, phone number and address of the consignor;
27	(b) the name, phone number and address of the consignee;
28	(c) the originating point of the shipment;
29	(d) the destination or delivery of the shipment;
30	(e) the date of the shipment;

- 1 (f) the name, phone number and address of the originating carrier;  
2 (g) the names, phone numbers and addresses of connecting  
3 carriers, if any;  
4 (h) the particulars of the goods comprising the shipment;  
5 (i) the declared valuation of the shipment, if any;  
6 (j) information as to whether the charges are prepaid or payment on  
7 arrival;  
8 (k) a space to show whether the C.O.D. fee is prepaid or payment  
9 on arrival;  
10 (l) a space to show the amount to be collected by the carrier on a  
11 C.O.D. shipment;  
12 (m) a space to note any special agreement between the consignor  
13 and carrier;  
14 (n) a statement to indicate that the uniform conditions of carriage  
15 apply;  
16 (o) an acknowledgment of receipt of the goods by the carrier or the  
17 intermediary indicating whether the goods were received in apparent good  
18 order and condition;  
19 (p) an undertaking by the carrier or the intermediary to carry the  
20 goods for delivery to the consignee or the person entitled to receive the  
21 goods;  
22 (q) the signed acceptance by or on behalf of the originating carrier  
23 or intermediary and the consignor of the conditions contained, or deemed to  
24 be contained, in the contract of carriage;  
25 (r) a statement of the notice of claim requirements in the uniform  
26 conditions of carriage; and  
27 (s) if applicable, a statement, in conspicuous form, that the carrier's  
28 liability is limited by a term or condition of another agreement.  
29 (2) The uniform conditions of carriage in this Schedule are deemed  
30 to be terms and conditions of every contract of carriage to which this

1 Schedule applies.

2 (3) This Schedule does not apply to a contract of carriage for-

3 (a) livestock;

4 (b) animal specialties;

5 (c) household goods;

6 (d) garbage, waste or scrap; or

7 (e) a parcel wrapped or unwrapped, that does not weigh more than 45  
8 kilograms.

9 *Liability of Carrier*

10 2. The carrier of the goods described in this contract is liable for any  
11 loss of or damage or delay to goods accepted by the carrier or the carrier's agent  
12 as prescribed in this Bill.

13 *Liability of Originating and Delivering Carriers*

14 3. Where a consignment is accepted for carriage by more than one  
15 carrier, the originating carrier and the carrier who assumes responsibility for  
16 delivery to the consignee (called the delivering carrier in this Schedule), in  
17 addition to any other liability under this Bill, shall be liable for any loss of or  
18 damage or delay to the goods while they are in the custody of any other carrier  
19 to whom the goods are delivered and from which liability the other carrier is not  
20 relieved.

21 *Recovery from Connecting Carriers*

22 4.-(1) The originating carrier or the delivering carrier, as the case may  
23 be, is entitled to recover from any other carrier to whom the goods are  
24 delivered, the amount that the originating carrier or delivering carrier, as the  
25 case may be, is required to pay for the loss of or damage to the goods while they  
26 were in the custody of such other carrier.

27 (2) If there is a concealed damage settlement and the goods were  
28 interlined between carriers so that it is not clear as to who had custody of the  
29 goods when they were damaged, the originating carrier or delivering carrier, as  
30 the case may be, shall be entitled to recover from each of the connecting



1 carriers an amount prorated on the basis of each carrier's revenue for  
2 carriage of the damaged goods.

3 *Remedy for Consignor or Consignee*

4 5. Nothing in Section 3 or Section 4 of this Schedule 1 shall  
5 deprive a consignor or consignee of any rights the consignor or consignee  
6 may have against any carrier.

7 *Exemptions from Liability*

8 6. The carrier shall not be liable for loss, damage or delay to any of  
9 the goods described in the contract of carriage caused by an act of God, riots,  
10 strikes, a defect or inherent vice in the goods, an act or default of the  
11 consignor, owner or consignee, authority of law, quarantine or difference in  
12 weights of grain, seed or other commodities caused by natural shrinkage.

13 *Delay*

14 7. No carrier is bound to carry goods by any particular public truck  
15 or in time for any particular market or otherwise than with due dispatch,  
16 unless by agreement that is specifically endorsed in the contract of carriage  
17 and signed by the parties.

18 *Means of conveyance by carrier*

19 8. If the carrier forwards the goods by a conveyance that is not a  
20 commercial vehicle, the liability of the carrier is the same as though the  
21 entire carriage were by commercial vehicle.

22 *Right to redirect*

23 9. Subject to Section 17 and Section 18 of this Bill, the consignor  
24 may direct the carrier to stop the goods in transit, to deliver the goods at a  
25 place other than the place at which delivery is indicated in the consignment  
26 note to take place or to deliver the goods to a person other than the consignee  
27 indicated in the consignment note, or to follow any other instruction.

28 *Stoppage in Transit*

29 10. If goods are stopped and held in transit at the request of the  
30 party entitled to so request, the goods are held at the risk of that party.

1 *Valuation*

2 11. Subject to Section 12 of this Schedule, the amount of any loss or  
3 damage for which the carrier is liable, whether or not the loss or damage results  
4 from negligence, shall be as prescribed under Chapter 5 of this Bill.

5 *Declared Value*

6 12. If the consignor has declared a value of the goods on the face of  
7 the contract of carriage, the amount of any loss or damage for which the carrier  
8 is liable shall not exceed the declared value.

9 *Consignor's Risk*

10 13.-(1) If it is agreed that the goods are carried at the risk of the  
11 consignor, that agreement covers only such risks as are necessarily incidental  
12 to the carriage and the agreement does not relieve the carrier from liability for  
13 any loss or damage or delay that results from the negligence of the carrier or the  
14 carrier's agents or employees.

15 (2) The burden of proving absence of negligence shall be on the  
16 carrier.

17 *Freight Charges*

18 14.-(1) If required by the carrier, the freight and all other lawful  
19 charges accruing on the goods shall be paid before delivery.

20 (2) If upon inspection, it is ascertained that the goods shipped are not  
21 those described in the contract of carriage, the freight charges must be paid  
22 upon the goods actually shipped with any additional charges lawfully payable  
23 on the freight charges.

24 (3) If a consignor does not indicate that a consignment is to move  
25 prepaid or does not indicate how the shipment is to move, it will automatically  
26 move on a payment on arrival basis.

27 *Dangerous Goods*

28 15. Every person, whether as principal or agent, shipping dangerous  
29 goods without previous full disclosure to the carrier as required by law shall  
30 indemnify the carrier against all loss, damage or delay caused by the failure to

1 disclose and such goods may be warehoused at the consignor's risk and  
2 expense.

3 *Undelivered Goods*

4 16.-(1) If, through no fault of the carrier, the goods cannot be  
5 delivered, the carrier shall immediately give notice to the consignor and  
6 consignee that delivery cannot be made and shall request disposal  
7 instructions.

8 (2) Pending receipt of disposal instructions-

9 (a) the goods may be stored in the warehouse of the carrier, subject to a  
10 reasonable charge for storage, or

11 (b) if the carrier has notified the consignor of this intention, the  
12 goods may be removed to and stored in a public or licensed warehouse at the  
13 expense of the consignor, without liability on the part of the carrier, and  
14 subject to a lien for all freight and other lawful charges, including a  
15 reasonable charge for storage.

16 *Return of Goods*

17 17. If a notice has been given by the carrier pursuant to subsection  
18 16(1) of this Schedule, and no disposal instructions have been received  
19 within 10 days after the date of such notice, the carrier may return to the  
20 consignor, at the consignor's expense, all undelivered shipments for which  
21 such notice has been given.

22 *Alterations*

23 18. Subject to Section 19 of this Schedule, any limitation in the  
24 contract of carriage on the carrier's liability and any alteration to the contract  
25 of carriage shall be signed or initialled by the consignor and the originating  
26 carrier or their agents and, unless signed and initialled, shall be without  
27 effect.

28 *Weights*

29 19.-(1) It shall be the responsibility of the consignor to show  
30 correct shipping weights of the shipment on the contract of carriage.

1 (2) If the actual weight of the shipment does not agree with the weight  
2 shown on the contract of carriage, the weight shown on the contract of carriage  
3 may be corrected by the carrier.

4 *C.O.D. Shipments*

5 20.-(1) The carrier shall not deliver a C.O.D. shipment unless  
6 payment is received in full.

7 (2) The charge for collecting and remitting the amount of C.O.D. bills  
8 for C.O.D. shipments must be collected from the consignee unless the  
9 consignor has instructed otherwise on the contract of carriage.

10 (3) The carrier shall keep all C.O.D. money in a trust fund or account  
11 separate from the other revenues and funds of the carrier's business.

12 (4) The carrier shall remit all C.O.D. money to the consignor, or  
13 person designated by the consignor, within 15 days after collection.

14 SECOND SCHEDULE

15 UNIFORM CONDITIONS OF CARRIAGE - LIVESTOCK AND

16 ANIMAL SPECIALTIES

17 TABLE OF CONTENT

18 1. Information required in contract of carriage - livestock or animal  
19 specialties

20 2. Liability of Carrier

21 3. Liability of Originating Carrier

22 4. Recovery from Connecting Carriers

23 5. Remedy by Consignor or Consignee

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25 7. Delay

26 8. Means of Conveyance by Carrier

27 9. Right to Redirect

28 10. Stoppage in Transit

29 11. Valuation

30 12. Declared Value

- 1                   13. Consignor's Risk
- 2                   14. Freight Charges
- 3                   15. Undelivered Goods
- 4                   16. Alterations
- 5                   17. C.O.D. Shipments
- 6                   1. Information required in contract of carriage - livestock or animal
- 7 specialties
- 8                   (1) A contract of carriage for the carriage of livestock or animal
- 9 specialties must contain-
- 10                  (a) the name, phone number, and address of the consignor;
- 11                  (b) the name, phone number, and address of the consignee;
- 12                  (c) the originating point of the shipment;
- 13                  (d) the destination of the shipment;
- 14                  (e) the date of the shipment;
- 15                  (f) the name, phone number, and address of the originating carrier;
- 16                  (g) the names, phone numbers, and addresses of connecting
- 17 carriers, if any;
- 18                  (h) the particulars of the goods comprising the shipment;
- 19                  (i) the gross weight of the shipment;
- 20                  (j) the declared valuation of the shipment, if any;
- 21                  (k) information as to whether the charges are prepaid or payment
- 22 on arrival;
- 23                  (l) a space to show the amount to be collected by the carrier on a
- 24 C.O.D. shipment;
- 25                  (m) if applicable, a statement, in conspicuous form, that the
- 26 carrier's liability is limited by a term or condition of another agreement; and
- 27                  (n) if applicable, the words "at owner's risk".
- 28                  (2) The uniform conditions of carriage in this Schedule are deemed
- 29 to be terms and conditions of every contract of carriage to which this section
- 30 applies.

1 *Liability of Carrier*

2 2. The carrier of the goods is liable for any loss of or damage or injury  
3 to goods accepted by the carrier or the carrier's agent as prescribed in this Bill.

4 *Liability of Originating Carrier*

5 3. Where a shipment is accepted for carriage by more than one carrier,  
6 the originating carrier, in addition to any other liability under this Schedule,  
7 shall be liable for any loss of or damage or injury to the goods while they are in  
8 the custody of any other carrier to whom the goods are delivered and the onus  
9 of proving that the loss, damage or injury was not caused or did not result while  
10 the goods were in the custody of another carrier to whom the goods were  
11 delivered is upon the originating carrier.

12 *Recovery from Connecting Carriers*

13 4. The originating carrier or the carrier who assumes responsibility  
14 for delivery to the consignee (referred to as the delivering carrier in this  
15 Schedule), as the case may be, is entitled to recover from any other carrier to  
16 whom the goods are delivered the amount that the originating carrier or  
17 delivering carrier, as the case may be, is required to pay for the loss of or  
18 damage or injury to the goods while they were in the custody of such other  
19 carrier.

20 *Remedy by Consignor or Consignee*

21 5. Nothing in Section 3 or Section 4 of this Schedule shall deprive a  
22 consignor or consignee of any rights the consignor or consignee may have  
23 against any carrier.

24 *Exemptions from Liability*

25 6. The carrier shall not be liable for loss, damage, injury or delay to  
26 any of the goods described in the contract of carriage caused by an act of God,  
27 riots, strikes, a defect in the goods, an act or default of the consignor, owner or  
28 consignee, authority of law, quarantine or difference in weights of livestock or  
29 animal specialties by natural shrinkage.

1 *Delay*

2 7. No carrier is bound to carry goods by any particular public truck  
3 or in time for any particular market or otherwise than with due dispatch,  
4 unless by agreement that is specifically endorsed in the contract of carriage  
5 and signed by the parties.

6 *Means of conveyance by Carrier*

7 8. If the carrier forwards the goods by a conveyance that is not a  
8 commercial vehicle, the liability of the carrier is the same as though the  
9 entire carriage were by commercial vehicle.

10 *Right to redirect*

11 9. Subject to Section 17 and Section 18 of this Bill,, the consignor  
12 may direct the carrier to stop the goods in transit, to deliver the goods at a  
13 place other than the place at which delivery is indicated in the consignment  
14 note to take place or to deliver the goods to a person other than the consignee  
15 indicated in the consignment note, or to follow any other instruction.

16 *Stoppage in Transit*

17 10. If goods are stopped and held in transit at the request of the  
18 party entitled to so request, the goods are held at the risk of that party.

19 *Valuation*

20 11. Subject to Section 12 (Declared Value) of this Schedule, the  
21 amount of any loss, injury or damage for which the carrier is liable, whether  
22 or not the loss, injury or damage results from negligence, shall be as  
23 prescribed under Chapter 5 of this Bill.

24 *Declared Value*

25 12. If the consignor has declared a value of the goods on the face of  
26 the contract of carriage, the amount of any loss, injury or damage for which  
27 the carrier is liable shall not exceed the declared value.

28 *Consignor's Risk*

29 13.-(1) If it is agreed that the goods are carried at the risk of the  
30 consignor or owner of the goods, that agreement covers only such risks as

1 are necessarily incidental to the carriage and the agreement does not relieve the  
2 carrier from liability for any loss or damage, injury or delay that results from  
3 the negligence of the carrier or the carrier's agents or employees.

4 (2) The burden of proving absence of negligence shall be on the  
5 carrier.

#### 6 *Freight Charges*

7 14.-(1) If required by the carrier, the freight and all other lawful  
8 charges accruing on the goods shall be paid before delivery.

9 (2) If upon inspection it is ascertained that the goods shipped are not  
10 those described in the contract of carriage, the freight charges must be paid  
11 upon the goods actually shipped with any additional charges lawfully payable  
12 on the freight charges.

13 (3) If a consignor does not indicate that a shipment is to move prepaid  
14 or does not indicate how the shipment is to move, it will automatically move on  
15 a payment of delivery basis.

#### 16 *Undelivered Goods*

17 15.-(1) If, through no fault of the carrier, the goods cannot be  
18 delivered, the carrier shall immediately give notice to the consignor and  
19 consignee that delivery cannot be made and shall request disposal instructions.

20 (2) Pending receipt of disposal instructions-

21 (a) the goods may be stored in the warehouse of the carrier, subject to  
22 a reasonable charge for storage, or

23 (b) if the carrier has notified the consignor in writing of this intention,  
24 the goods may be removed to and stored in a public or licensed warehouse at  
25 the expense of the consignor, without liability on the part of the carrier, and  
26 subject to a lien for all freight and other lawful charges, including a reasonable  
27 charge for storage.

#### 28 *Alterations*

29 16. Any limitation in the contract of carriage on the carrier's liability  
30 and any alteration to the contract of carriage shall be signed or initialled by the



consignor and the originating carrier or their agents and, unless signed and initialled, shall be without effect.

*C.O.D. Shipments*

17.-(1) The carrier shall clearly indicate, on the documents accompanying each C.O.D. shipment received and transported, the name and address of the consignor or other person designated as payee to whom the delivering carrier shall remit C.O.D. funds collected upon delivery of the shipment.

(2) The carrier shall keep all C.O.D. money in a trust fund or account separate from the other revenues and funds of the carrier's business.

(3) The carrier shall remit all C.O.D. money to the consignor or person designated by the consignor within 15 days after collection.

(4) If a C.O.D. shipment is not delivered within 10 days of its arrival at its destination, the carrier shall notify the consignor in writing giving reasons for the non-delivery and shall obtain instructions in writing for disposal of the shipment.

THIRD SCHEDULE

UNIFORM CONDITIONS OF CARRIAGE - HOUSEHOLD GOODS

TABLE OF CONTENT

1. Information required in contract of carriage - household goods
2. Liability of Carrier
3. Liability of Originating and Delivering Carrier
4. Recovery from Connecting Carriers
5. Remedy by Consignor or Consignee
6. Exemptions from Liability
7. Delay
8. Means of conveyance by carrier
9. Stoppage in Transit
10. Valuation
11. Declared Value

- 1 12. Consignor's Risk
- 2 13. Articles of Extraordinary Value
- 3 14. Freight Charges
- 4 15. Dangerous Goods
- 5 16. Undelivered Goods
- 6 17. Alterations
- 7 18. Weights
- 8 1. Information required in contract of carriage - household goods
- 9 (1) A contract of carriage for the carriage of household goods must
- 10 contain-
- 11 (a) the name, phone number, and address of the consignor;
- 12 (b) the name, phone number, and address of the consignee;
- 13 (c) the originating point of the shipment;
- 14 (d) the destination of the shipment;
- 15 (e) the date of the shipment;
- 16 (f) in a conspicuous place, the name and phone number of the
- 17 originating carrier;
- 18 (g) in a conspicuous place, the name and phone number of the
- 19 destination agent;
- 20 (h) the names, phone numbers, and addresses of connecting carriers,
- 21 if any;
- 22 (i) the inventory of the goods comprising the shipment;
- 23 (j) a statement as to whether the goods were received by the carrier in
- 24 apparent good order and condition, except as noted on the inventory;
- 25 (k) the declared valuation of the shipment;
- 26 (l) the amount of freight and all other charges to be collected by the
- 27 carrier;
- 28 (m) the date or time period agreed upon for delivery;
- 29 (n) any special services or agreements between consignor and the
- 30 originating carrier;

1 (o) a statement to indicate that the uniform conditions of carriage  
2 apply;

3 (p) if applicable, a statement, in conspicuous form, that the carrier's  
4 liability is limited by a term or condition of the contract of carriage; and

5 (q) a statement in conspicuous form that the signature of the  
6 consignee for the receipt of goods does not preclude future claim for loss or  
7 damage made within the time limits prescribed by the uniform conditions of  
8 carriage.

9 (2) The uniform conditions of carriage in this Schedule are deemed  
10 to be terms and conditions of every contract of carriage to which this section  
11 applies.

12 *Liability of Carrier*

13 2. The carrier of the goods is liable for any loss of or damage to  
14 goods accepted by the carrier or the carrier's agent except as prescribed in  
15 this Bill.

16 *Liability of Originating and Delivering Carriers*

17 3. Where a shipment is accepted for carriage by more than one  
18 carrier, the originating carrier and the carrier who assumes responsibility for  
19 delivery to the consignee (referred to as the delivering carrier in this  
20 Schedule), in addition to any other liability under this Section, shall be liable  
21 for any loss of or damage to the goods while they are in the custody of any  
22 other carrier to whom the goods are delivered and from which liability the  
23 other carrier is not relieved.

24 *Recovery from Connecting Carriers*

25 4. The originating carrier or the delivering carrier, as the case may  
26 be, is entitled to recover from any other carrier to whom the goods are  
27 delivered the amount that the originating carrier or delivering carrier, as the  
28 case may be, is required to pay for the loss of or damage to the goods while  
29 they were in the custody of such other carrier.

### *Remedy by Consignor or Consignee*

5. Nothing in Section 3 or Section 4 of this Schedule shall deprive a consignor or consignee of any rights the consignor or consignee may have against any carrier.

### *Exemptions from Liability*

6.-(1) The carrier shall not be liable for loss, damage or delay to any of the goods described in the contract of carriage caused by an act of God, public enemies, riots, strikes, defect in the goods, an act or default of the consignor, owner or consignee, authority of law or quarantine.

(2) Except as a result of the negligence of the carrier or the carrier's agents or employees, the carrier shall not be liable for-

(a) damage to fragile articles that are not packed and unpacked by the carrier or the carrier's agent or employees,

(b) damage to the mechanical, electronic, digital or other operations of radios, televisions, computers, clocks, cameras, audio and visual recording and playing equipment, appliances, musical instruments and other equipment, irrespective of who packed or unpacked such articles, unless servicing and preparation was performed by the carrier or the carrier's agent or employees,

(c) deterioration of or damage to perishable food, plants or pets, or

(d) loss of contents of consignor-packed articles, unless the containers used are opened for the carrier's inspection and articles are listed in the contract of carriage and receipted for by the carrier,

(3) The carrier shall not be liable for-

(a) damage to or loss of a complete set or unit when only part of such set is damaged or lost, in which event the carrier shall only be liable for repair or replacement of the lost or damaged piece or pieces,

(b) damage to the goods at a place or places of pick-up at which the consignor or the consignor's agent is not in attendance, or

(c) damage to the goods at a place or places of delivery at which the consignee or the consignee's agent is not in attendance and cannot give receipt

1 for goods delivered.

2 (4) The burden of proving absence of negligence for the purpose of  
3 subsection 6(2) of this Schedules shall be on the carrier.

4 *Delay*

5 7.-(1) At the time of acceptance of the contract, the originating  
6 carrier shall provide the consignor with a date or time period within which  
7 delivery is to be made.

8 (2) Failure by the carrier to effect delivery within the time specified  
9 on the face of contract of carriage shall render the carrier liable for  
10 reasonable food and lodging expenses incurred by the consignee.

11 (3) Failure by the consignee to accept delivery when tendered  
12 within the time specified in the contract of carriage shall render the  
13 consignee liable for reasonable storage in transit, handling and redelivery  
14 charges incurred by the carrier.

15 *Means of conveyance by carrier*

16 8. If the carrier forwards the goods by a conveyance that is not a  
17 commercial vehicle, the liability of the carrier is the same as though the  
18 entire carriage were by commercial vehicle.

19 *Stoppage in Transit*

20 9. If goods are stopped and held in transit at the request of the party  
21 entitled to so request, the goods are held at the risk of that party.

22 *Valuation*

23 10. Subject to Section 11 of this Schedule, the amount of any loss or  
24 damage for which the carrier is liable, whether or not the loss or damage  
25 results from negligence of the carrier or the carrier's employees or agents,  
26 shall be as prescribed under Chapter 5 of this Bill.

27 *Declared Value*

28 11. If the consignor has declared a value of the goods on the face of  
29 the contract of carriage, the amount of any loss, injury or damage for which

1 the carrier is liable shall not exceed the declared value.

2 *Consignor's Risk*

3 12.-(1) If it is agreed that the goods are carried at the risk of the  
4 consignor, that agreement covers only such risks as are necessarily incidental  
5 to the carriage and the agreement does not relieve the carrier from liability for  
6 any loss or damage or delay that results from the negligence of the carrier or the  
7 carrier's agents or employees.

8 (2) The burden of proving absence of negligence shall be on the  
9 carrier.

10 *Articles of Extraordinary Value*

11 13.-(1) No carrier is bound to carry any documents, specie or articles  
12 of extraordinary value unless by a special agreement to do so.

13 (2) If such goods are carried without a special agreement and the  
14 nature of the goods is not disclosed in the contract of carriage, the carrier shall  
15 not be liable for any loss or damage in excess of the maximum liability  
16 stipulated in Section 10 of this Schedule.

17 *Freight Charges*

18 14.-(1) If required by the carrier, the freight and all other lawful  
19 charges accruing on the goods shall be paid before delivery but, if the total  
20 charges exceed the estimated charges by more than 10 per cent and if the excess  
21 charges are for additional or different goods or services from those to which the  
22 estimate applied, the consignee shall pay the difference between the estimated  
23 and total charges within 15 days, excluding Saturdays, Sundays and other  
24 holidays, after delivery.

25 (2) The 15-day extension in subsection 14(1) of this Schedule does not  
26 apply if the carrier notifies the consignor of the total charges immediately after  
27 the goods are loaded or if the consignor signs a waiver of the extension.

28 (3) If upon inspection it is ascertained that the goods shipped are not  
29 those described in the contract of carriage, the freight charges must be paid  
30 upon the goods actually shipped with any additional charges lawfully payable

1 on the freight charges.

2 (4) If a consignor does not indicate that a shipment is to move  
3 prepaid or does not indicate how the shipment is to move, it will  
4 automatically move on a payment on delivery basis.

5 *Dangerous Goods*

6 15. Every person, whether as principal or agent, shipping  
7 dangerous goods without previous full disclosure to the carrier as required  
8 by law shall indemnify the carrier against all loss, damage or delay caused  
9 by the failure to disclose and such goods may be warehoused at the  
10 consignor's risk and expense.

11 *Undelivered Goods*

12 16.-(1) If, through no fault of the carrier, the goods cannot be  
13 delivered, the carrier shall immediately give notice to the consignor and  
14 consignee that delivery cannot be made and shall request disposal  
15 instructions.

16 (2) Pending receipt of disposal instructions-

17 (a) the goods may be stored in the warehouse of the carrier, subject  
18 to a reasonable charge for storage, or

19 (b) if the carrier has notified the consignor of this intention, the  
20 goods may be removed to and stored in a public or licensed warehouse at the  
21 expense of the consignor, without liability on the part of the carrier, and  
22 subject to a lien for all freight and other lawful charges, including a  
23 reasonable charge for storage.

24 *Alterations*

25 17. Subject to Section 18 of this Schedule, any limitation in the contract of  
26 carriage on the carrier's liability and any alteration to the contract of carriage  
27 shall be signed or initialled by the consignor and the originating carrier or  
28 their agents and, unless signed and initialled, shall be without effect.

29 *Weights*

30 18.-(1) It shall be the responsibility of the originating carrier or

1 such carrier's agent to show on the contract of carriage the correct tare and gross  
2 and net weights by use of a certified public scale and to attach the weigh scale  
3 ticket to such carrier's copy of the contract of carriage.

4 (2) If there is no certified public scale at the place of origin or within a  
5 radius of 16 kilometres of the place of origin, the gross weight shall be deemed  
6 to be 112 kilograms per cubic metre of properly loaded truck space.

#### EXPLANATORY MEMORANDUM

This Bill seeks to Govern the Carriage of Goods by Land (Road and Rail),  
Establish Carriers' Obligations and Liabilities, provide for Uniform  
Conditions of Carriage.



# A BILL

## FOR

AN ACT TO REPEAL THE NIGERIA SHIPPERS' COUNCIL ACT (CAP. N133, LFN., 2004) AND ENACT THE NIGERIA SHIPPING AND PORT ECONOMIC REGULATORY AGENCY BILL TO PROVIDE FOR EFFECTIVE ECONOMIC REGULATION OF THE SHIPPING AND PORT SECTOR, ESTABLISH A REGIME FOR THE CONTROL OF TARIFFS, RATES AND CHARGES, PROVIDE FOR THE PROTECTION OF THE INTEREST OF PROVIDERS AND USERS OF REGULATED SERVICES AND FOR RELATED MATTERS

*Sponsored by Hon. Dachung Musa Bagos*

[ ] Commencement

ENACTED by the National Assembly of the Federal Republic of Nigeria-

- |    |  |            |
|----|--|------------|
| 1  | PART I - OBJECTIVES, APPLICATION AND SCOPE OF THE BILL                           | Objectives |
| 2  | 1. The objectives of this Bill are to-   |            |
| 3  | (a) establish the Nigeria Shipping and Ports Economic Regulatory                 |            |
| 4  | Agency as an effective economic regulatory authority for the shipping and        |            |
| 5  | port sector(hereinafter referred to in this Bill as "the Agency") and to set out |            |
| 6  | the objectives, scope, functions and powers of the Agency;                       |            |
| 7  | (b) establish an economic regulatory framework for effective and                 |            |
| 8  | efficient regulation of commercial and related activities in the shipping and    |            |
| 9  | port sector (hereinafter referred to in this Bill as "the regulated              |            |
| 10 | sector"),control of tariffs, rates and charges to guard against arbitrariness;   |            |
| 11 | (c) promote the implementation of the national transport policy as               |            |
| 12 | it relates to the mandates of the Agency;  |            |
| 13 | (d) monitor compliance of government agencies, regulated service                 |            |
| 14 | providers and users in the regulated sector with the provisions of this Bill     |            |
| 15 | and advise Government on matters related thereto;                                |            |
| 16 | (e) create an enabling environment for private sector participation              |            |

	1	in the provision and operation of regulated services in Nigeria;
	2	(f) assess the impact of port concession activities on the economy;
	3	(g) promote the implementation of relevant trade facilitation
	4	instruments to ensure seamless movement of cargo across trade corridors;
	5	(h) Promote the automation and digitalisation of all cargo related
	6	processes and procedures in line with acceptable best practices; and
	7	(i) subject to competition and consumer protection laws in force in
	8	Nigeria, ensure consumer protection and quality of services provided in the
	9	regulated sector.
Application and Scope	10	<b>2.</b> This Bill shall apply to all public and private-
	11	(a) providers and users of regulated services in Nigeria; and
	12	(b) facilities used in the provision of services in the regulated sector in
	13	Nigeria.
	14	PART II - ESTABLISHMENT, FUNCTIONS AND POWERS OF THE AGENCY
	15	AND THE GOVERNING BOARD
Establishment of the Agency	16	<b>3.-(1)</b> There is established a body to be known as the Nigeria Shipping
	17	and Ports Economic Regulatory Agency (in this Bill referred to as "the
	18	Agency").
	19	(2) The Agency-
	20	(a) is a body corporate with perpetual succession and a common seal
	21	which may sue and be sued in its corporate name;
	22	(b) may enter into contracts and incur obligations, acquire, hold,
	23	mortgage, purchase, sell, lease and deal with property, whether movable or
	24	immovable, real or personal, for the purpose and carrying out any of its
	25	functions under this Bill;
	26	(c) do all acts and things which a body corporate may, by law do and
	27	which are necessary or convenient for the purpose of this Bill; and
	28	(d) exercise all of the powers given to it under this Bill and do all acts
	29	and things which are necessary or convenient for performing its functions and
	30	discharging its duties under this Bill.

1 (3) The common seal of the Agency shall be kept in the custody of  
2 the Secretary.

3 (4) The Agency shall be structured as appropriate for the effective  
4 performance of its functions and operations.

5 4.-(1) The functions of the Agency shall be to-

Functions and  
Powers of the  
Agency

6 (a) administer and enforce the provisions of this Bill and any other  
7 subsidiary legislation;

8 (b) establish a regulatory framework for the provision of regulated  
9 services and regulation of economic activities related thereto;

10 (c) regulate market entry and exit;

11 (d) advise government on matters generally relating to shipping  
12 and port matters;

13 (e) implement government's economic regulatory policies on  
14 shipping and ports;

15 (f) subject to competition and consumer protection laws in force in  
16 Nigeria-

17 (i) promote, encourage and facilitate effective competition and a  
18 transparent, competitive market free of unfair business practices and ensure  
19 that the misuse of monopoly or dominant market position or non-transitory  
20 market power is prevented;

21 (ii) ensure the prevention of unfair practices including price or rate  
22 fixing, discrimination, predatory pricing amongst some competitors or  
23 against others or against service users, hoarding and other restrictive or  
24 exclusive contracts which have or may have a negative effect within the  
25 regulated sector;

26 (iii) protect the interest of providers and users of regulated services  
27 by ensuring prices are fair, reasonable, competitive, and generally on  
28 matters of common interest.

29 (g) monitor, supervise and ensure compliance by all parties with  
30 the provisions of Ports Concession Agreements, and carryout periodic audit

1 of the Concessions;

2 (h) ensure compliance by all parties with and cause to be reviewed the  
3 terms of any valid concession agreement, arrangement or contract entered into  
4 between public or private regulated services providers or facility owners for  
5 the provision of regulated services in the regulated sector in Nigeria;

6 (i) set terms, conditions, fees for and approve the grant of licenses,  
7 registration and permits for the provision of regulated services;

8 (j) monitor and enforce performance standards relating to quality of  
9 service in the sector;

10 (k) promote and regulate performance of transport facilities for the  
11 development of an effective and efficient multi-modal transport system in  
12 Nigeria;

13 (l) advise the Government of the Federation through the Minister on  
14 trends and matters generally relating to trade facilitation, concession  
15 agreements, transport facilities, the structure of freight rates, availability and  
16 adequacy of shipping space, frequency of sailings, terms of shipment, class and  
17 quality of vessels, port charges, haulage rates and other related matters and  
18 make recommendations thereto;

19 (m) consider the problems faced by providers and users of regulated  
20 services with regards to matters generally relating to carriage of cargo to and  
21 from Nigeria, and undertake research study into those problems and make  
22 appropriate recommendations to the Minister in that regard;

23 (n) promote, undertake and support the study of and research into  
24 problems affecting providers and users of regulated services in Nigeria and  
25 make appropriate recommendations to the Minister, in that regard;

26 (o) promote the facilitation of international trade in Nigeria,  
27 implement and enforce compliance with relevant bi-lateral, multi-lateral and  
28 regional trade and transport instruments as it relates to the mandates of the  
29 Agency;

30 (p) establish, implement and enforce compliance with the Electronic

1 Cargo Tracking Note system by all public and private bodies or persons  
 2 engaged in the shipment, carriage and/or transportation of all imports to and  
 3 exports from Nigeria;

4 (q) receive and handle complaints and disputes referred to it on any  
 5 economic regulatory matter involving public and private regulated service  
 6 providers, using such dispute-resolution methods, as the Agency may deem  
 7 appropriate;

8 (r) make such regulations as may be necessary under this Bill to  
 9 give full effect to the provisions of this Bill and carry out such other  
 10 functions and responsibilities given to the Agency under this Bill, or any  
 11 other legislation.

12 (2) The Agency shall not perform its functions in such manner as to  
 13 contravene any mandatory legal instrument, being implemented by other  
 14 government Agencies, to which Nigeria is a party and shall facilitate  
 15 compliance with obligations under such instruments.

16 (3) In the case of any conflict between this Bill and any sector  
 17 legislation on the economic regulatory functions and powers of the Agency,  
 18 the provisions of this Bill shall prevail.

19 PART III - ESTABLISHMENT, MEMBERSHIP, QUALIFICATION,  
 20 POWERS ETC. OF THE BOARD

21 **5.** There is established for the Agency a Governing Board ("the  
 22 Board") which shall consist of members appointed by the President under  
 23 section 6. Establishment  
 of the Governing  
 Board

24 **6.-(1)** The Board shall consist of: Membership of  
 the Board  
 25 (a) a part-time Chairman;  
 26 (b) a Director-General/CEO;  
 27 (c) three Executive Directors;  
 28 (d) a representative of the Ministry responsible for shipping and  
 29 port matters, not below the rank of Director; and  
 30 (e) five part-time Members.

Qualification  
of Members

1 (2) The Chairman and Members shall constitute the Board and may  
2 regulate the proceedings of the Board.

3 7.-(1) The Members of the Board with the exception of part-time  
4 members, shall be persons of recognised qualification, expert knowledge and  
5 cognate experience in at least one or more of the following fields:

6 (a) shipping and port management;

7 (b) transport and logistics;

8 (c) law;

9 (d) economics;

10 (e) finance; and

11 (f) administration.

12 (2) Subject to subsection (1) of this section, the President shall, in  
13 nominating members to the Board-

14 (a) take into consideration the objects of this Bill and the functions of  
15 the Agency;

16 (b) ensure that the appointment of the Chairman and the non-  
17 Executive members reflect equal representation of the six geo-political zones  
18 in the country;

19 (c) in the case of the Director-General/CEO, the nominee possess at  
20 least 20 years of professional experience; and

21 (d) in the case of the Executive Directors, the nominee possess at least  
22 15 years of professional experience.

23 (3) A person shall not be appointed, or remain in office, as a member  
24 of the Agency if he:

25 (a) is not a citizen of Nigeria;

26 (b) is a serving member of the National Assembly, a State House of  
27 Assembly or any Local Government or Area Council;

28 (c) is incapacitated by any physical illness;

29 (d) has been certified to be of unsound mind;

30 (e) is an un-discharged bankrupt;

1 (f) has been convicted in Nigeria or elsewhere of a criminal offence  
 2 involving fraud or dishonesty; or

3 (g) has at any time been removed from an office of trust on account  
 4 of misconduct.

5 **8.** The Chairman and members of the Board, with the exception of  
 6 the Executive and ex-officio members, shall hold office for a term of three  
 7 years and may be eligible for re-appointment for a further term of three years  
 8 and no more.

Tenure of Part-  
Time Chairman  
and Members of  
the Governing  
Board

9 **9.** The Chairman and other members of the Board shall be paid  
 10 such allowances and expenses as the Federal Government may from time to  
 11 time approve.

Remuneration  
of members of the  
Governing Board

12 **10.-(1)** A member of the Board referred to in section 6(1) of this  
 13 Bill, may be removed from office by the President if the member-

Removal of a  
Board Member

14 (a) has been convicted of a criminal offence;

15 (b) has been declared bankrupt;

16 (c) is suffering from prolonged ill health; or

17 (d) has been found wanting in the discharge of his or her duties on  
 18 grounds of infirmity of mind, body, or misconduct.

19 (2) Subject to subsection (4) of this section, in the instance of a  
 20 vacancy on the Board that are created consequent upon death, removal or  
 21 resignation of a member, any person so appointed shall hold office for the  
 22 unexpired period of the term of office of his predecessor.

23 (3) Where a vacancy occurs in then on-executive membership of  
 24 the Board, the President may appoint a successor to represent the same  
 25 interest as that non-executive member, whose exit created the vacancy.

26 (4) The provisions of subsection (2) of this section shall not apply  
 27 to the filling of vacancies in respect of Director-General or Executive  
 28 Directors howsoever and whenever created.

29 (5) A vacancy in the Board shall be filled by the appointment of  
 30 another person to the vacant office by the President in accordance with

	1	section 7 as soon as is reasonably practicable, after the occurrence of such
	2	vacancy.
	3	(6) Notwithstanding the provisions of sub-section (1) of this section,
	4	the President shall have the power to remove any member who the President
	5	believes his stay on the Board is not in the best interest of the general public.
Resignation of a Member	6	<b>11.</b> A Member may resign his office by giving 3 months written
	7	notice thereof addressed to the President through the Minister.
Cessation of Membership	8	<b>12.-(1)</b> A person shall cease to hold office as a member of the Board
	9	where-
	10	(a) the term of office expires;
	11	(b) the person resigns from office by a notice in writing addressed to
	12	the President through the Minister;
	13	(c) in the case of an ex officio member, the person ceases to hold office
	14	on the basis of his appointment or withdrawal of the nomination;
	15	(d) the person is removed from office under section 10; or
	16	(e) the person dies.
	17	(2) Where a vacancy occurs in the membership of the Board, the
	18	President may appoint a successor to hold office for the remainder of the term
	19	of office of his predecessor and the successor shall represent the same interest
	20	as that member, whose exit created the vacancy.
Powers of the Board	21	<b>13.-(1)</b> The Board of Directors shall be responsible for the -
	22	(a) formulation of the general policies of the Agency,
	23	(b) approval of the establishment of departments for the Agency as
	24	may become necessary, and
	25	(c) carryout such other activity as maybe necessary to the smooth
	26	discharge of any of its functions under this Bill.
	27	(2) The Board shall not have or exercise any of the executive
	28	functions of the Agency vested in the Director-General under this Bill, any
	29	other Act, subsidiary legislation or regulations.
	30	(3) In managing its affairs, the Board shall have recourse, in addition



1 to any relevant general guidelines on the governance of public bodies, to  
2 such generally acceptable principles of good corporate governance as it is  
3 reasonable to regard as applicable to them.

4 **14.**-(1) Subject to the provisions of this Bill and section 27 of the  
5 Interpretation Act, the Board may make standing orders regulating its  
6 proceedings or those of any of its committees and meetings howsoever, and  
7 acts of the Board shall be deemed to be acts of the Agency,

Proceedings of  
the Board

8 (2) At any meeting of the Board, the Chairman shall preside and, in  
9 his absence, the Members present shall appoint one of them to preside at that  
10 meeting.

11 (3) Where the Board desires to obtain the advice of any person on a  
12 particular matter, the Agency may arrange for such a person to consult or  
13 attend proceedings with the Board for such period as it deems necessary, but  
14 a person who is in attendance by virtue of this sub-section is not entitled to  
15 vote at such proceedings.

16 (4) Determine the allowance, benefits and expenses howsoever  
17 called, payable to the Director-General, Executive Directors and members  
18 of staff of the Agency in accordance with extant Federal Government  
19 Guidelines.

20 **15.**-(1) The quorum of the Board shall at all times be-

Quorum

21 (a) the Chairman or the person presiding at the meeting,

22 (b) the Director-General/CEO or the person acting in his capacity,

23 and

24 (c) other members comprising of-

25 (i) at least two executive members, and

26 (ii) ex-officio member and one part-time member or two part-time  
27 members in the absence of an ex-officio member.

28 (2) The quorum of any committee of the Board shall be determined  
29 by the Board.

Validity of Proceedings	1	<b>16.</b> The validity of any proceedings of the Board or committee set up
	2	under section 18 of this Bill shall not be affected by-
	3	(a) a vacancy in the membership of the Board or committee;
	4	(b) a defect in the appointment of a member of the Board or
	5	committee; or
	6	(c) reason that a person not entitled to do so took part in the
	7	proceedings of the Board or committee.
Conflict of Interest	8	<b>17.-(1)</b> The conflict of interest provisions contained in the Schedule to
	9	this Bill applies to all staff and employees of the Agency.
	10	(2) Any member of the Board or committee who has personal interest
	11	in any contract, arrangement or matter to be considered by the Board or
Committees	12	committee shall disclose such interest to the Board or committee and shall not
	13	vote on any question relating to the contract, arrangement or matter.
	14	<b>18.-(1)</b> The Board may set up one or more committees to carry out, on
	15	behalf of the Board, such functions as the Board may determine.
The Seal of the Agency	16	(2) A committee set up under subsection (1) of this section shall
	17	consist of such number of persons as the Board may determine.
	18	(3) The Board may, subject to such conditions as it may think fit,
	19	delegate any of its powers relating to the appointment of or the exercise of
	20	disciplinary control (including dismissal) over its employees to the Director-
	21	General or to any other employee of the Agency.
	22	<b>19.-(1)</b> The fixing of the seal of the Agency shall be authenticated by
	23	the signatures of the Chairman or Director-General or any person generally or
	24	specifically authorised by the Board to act for that purpose.
	25	(2) Any contract or instrument, which if made or executed by a person
	26	not being a body corporate would not be required to be under seal, may be made
	27	or executed on behalf of the Agency by the Director-General or any person
	28	generally or specifically authorised by the Board to act for that purpose.
	29	(3) Any document purporting to be a document duly executed under
	30	the seal of the Board shall be received in evidence and shall, unless the contrary

1 is proved, be presumed to be so executed.

2                   **20.**-(1) The Board may, by instrument under its common seal, Delegation of  
Power  
3 delegate to:

4                   (a) a Member,

5                   (b) the Secretary, or

6                   (c) a member of a department, unit, committee or panel appointed  
7 or designated by the Agency or the Board,

8 any of its functions or powers under this Bill, regulation or any other  
9 relevant legislation, except the Board's power to delegate or make  
10 regulations under this Bill.

11                   (2) A person who holds any delegated power under this section  
12 shall exercise the delegated power in accordance with the instrument of  
13 delegation and report to the Agency or the Board on the exercise of such  
14 powers and at such intervals as may be determined by the Agency or the  
15 Board.

16                   **21.** A Member, an employee or a member of a committee or panel Personal liability  
17 acting under a delegation under section 20 is not personally liable for  
18 anything done or omitted to be done in good faith in the:

19                   (a) exercise of a power or the performance of a function under this  
20 Bill or any relevant legislation; or

21                   (b) reasonable belief that the act or omission was in the exercise of  
22 a power or performance of a function under this Bill or any relevant  
23 legislation.

#### 24 MANAGEMENT AND STAFF OF THE AGENCY

25                   **22.**-(1) Subject to section 7(1),(2)(a)&(c) of this Bill, the President Director-General/  
CEO  
26 shall appoint a Director-General for the Agency who shall hold office for a  
27 term of four years, on such terms and conditions as may be specified in his  
28 letter of appointment, and may be reappointed for a further term of four  
29 years and no more.

30                   (2) The Director-General is the Chief Executive and Accounting

1 Officer of the Agency and  
2 shall be responsible for the:  
3 (a) execution of the policies, decisions and programmes of the  
4 Agency,  
5 (b) management, administration and supervision of the activities,  
6 accounts and records of the Agency,  
7 (c) implementation of the Agency's regulatory and other functions,  
8 (d) direction, supervision and control of all other employees of the  
9 Agency and, subject to such restrictions as the Board may impose, for  
10 disposing of all questions relating to the service of the employees, their pay,  
11 allowances and privileges.

12 (3) The Director-General may in writing, delegate any of his powers  
13 or assign any of his duties to any Executive Director of the Agency.

14 (4) The Director-General shall perform such other functions as are  
15 assigned to him under this Bill or by the Board.

Executive  
Directors

16 **23.**-(1) Subject to section 7(1),(2)(a)&(d) of this Bill, the President  
17 shall appoint three Executive Directors for the Agency who-

18 (a) shall assist the Director-General in the performance of his  
19 functions under this Bill,

20 (b) shall hold office for a period of four years, on such terms and  
21 conditions as may be specified in their letters of appointment; and

22 (c) may be reappointed for a further period of four years and no more.

23 (2) the Executive Directors shall perform such functions as may, from  
24 time to time, be assigned or delegated to them by the Agency, Board and/or  
25 Director-General.

Board Secretary

26 **24.**-(1) There shall be appointed by the Agency a Board Secretary  
27 who shall be a lawyer with relevant and adequate professional qualifications  
28 and at least 10 years post qualification experience.

29 (2) The Secretary shall be responsible to the Board through the  
30 Director-General/CEO for-

- 1 (a) convening on the authority of the Chairman, meetings of the  
2 Board,  
3 (b) recording the minutes of all meetings of the Board,  
4 Management and such other meetings of the Agency or Board;  
5 (c) maintaining and keeping proper records of proceedings of the  
6 Agency and register of Members of the Board;  
7 (d) keeping in safe custody the common seal of the Board;  
8 (e) keeping in safe custody, all title documents relating to the  
9 Agency's assets and properties;  
10 (f) keeping in safe custody all contracts and agreements entered  
11 into by the Agency with any third party;  
12 (g) providing support services to Board and Management;  
13 (h) coordinating, overseeing activities of and providing secretariat  
14 services to the Board and Management Committees; and  
15 (i) Carrying out such other duties and responsibilities as the  
16 Agency or the Board may assign to him.

17 **25.**-(1) The Agency may appoint such other persons as it deems  
18 necessary, as staff and employees of the Agency in line with applicable  
19 Public Service Rules.

Members of Staff  
of the Agency

20 (2) The employment of the staff shall be subject to such terms and  
21 conditions as may be stipulated by the Agency and contained in the  
22 respective staff's employment contracts.

23 **26.**-(1) The Agency shall develop and implement appropriate  
24 conditions of service in line with Public Service Rules, for its staff and  
25 employees with particular regard to the issue of remuneration, pension  
26 schemes and other service benefits, sufficient for the Agency to attract and  
27 retain knowledgeable and expert manpower.

Remuneration of  
Employees of the  
Agency

28 (2) The Agency shall have the power to set, determine and review  
29 the salaries and allowances of the members of staff of the Agency, as may  
30 from time to time be approved by the Governing Board of the Agency, in line

1 with extant Federal Government guidelines,

2 (3) Subject to subsections (1) and (2) of this section, the Agency shall  
3 pay its staff such remuneration, including allowances, as the Agency may, from  
4 time to time, determine.

5 (4) The Agency may, with the approval of the Board, make  
6 regulations generally relating to the conditions of service of employees of the  
7 Agency, and in particular, but without prejudice to the generality of the  
8 foregoing, may make regulations relating to-

9 (a) the appointment, dismissal, discipline, pay and leave of, and the  
10 security to be given by the employees;

11 (b) appeals by the employees against dismissal or other disciplinary  
12 measures;

13 (c) the grant of pensions, gratuities and other retiring allowances to  
14 the employees and their dependants, and the grant of gratuities to the estates or  
15 dependants of deceased employees of the Agency; and

16 (d) the establishment and maintenance of medical benefit funds,  
17 superannuation funds and provident funds, and the contributions payable to  
18 and the benefits receivable from those funds.

19 (5) The conflict of interest provisions contained in the Schedule to  
20 this Bill applies to all staff and employees of the Agency.

Application of  
the Pensions Act,  
etc.

21 27.-(1) The Federal Civil Service Commission may by order  
22 published in the Federal Gazette declare the office of the Director-General,  
23 Executive Directors or that of any person employed by the Agency to be a  
24 pensionable office for the purposes of the Pensions Act.

25 (2) Subject to subsections (3) and (4) of this section, the Pensions Act  
26 shall, in its application by virtue of subsection (1) of this section to any office,  
27 have effect as if the office were in the civil service of the Federation within the  
28 meaning of the Constitution of the Federal Republic of Nigeria.

29 (3) For the purposes of the application of the provisions of the  
30 Pensions Act in accordance with subsection (2) of this section, any power

exercisable thereunder by a Minister or other Agency of the Government of the Federation, other than the power to make regulations under section 35 thereof, is hereby vested in and shall be exercisable by the Agency and not by any other person or Agency.

(4) Nothing in the foregoing provisions shall prevent the appointment of a person to any office on terms which preclude the grant of a pension or gratuity in respect of service in that office.

## 8 FINANCIAL PROVISIONS

9                   **28.**-(1) The Agency shall establish and maintain a Fund from  
10           which shall be defrayed all expenditure incurred by the Agency.

### Establishment of the Fund of the Agency

11 (2) The Fund shall comprise of funds derived from but not limited  
12 to the following sources-

13 (a) initial take-off grant made available to the Agency by the  
14 Federal Government;

15 (b) such monies as may be appropriated to the Agency from time to  
16 time by the National Assembly;

(c) a charge of three per cent of the freight paid on every import to  
or export from Nigeria;

(d) regulatory, licensing and registration fees and dues accruing to the Agency;

(e) concession fees and royalties accruing to the Agency from the grant of concessions;

(f) gifts, loans, grants or aid, other than from an operator or service provider in the shipping and port sector;

(g) all subscriptions, fees, levies and charges collected for services rendered by the Agency under this Bill, any subsidiary legislation or regulation issued under this Bill or under any other law; and

28 (h) all other sums accruing to the Agency from any other legitimate  
29 source.

30 (3) The accounts of the Agency for each financial year shall be

Establishment  
of Cargo Defence  
Fund

1 audited within three months after the end of the year to which they relate by  
2 auditors appointed by the Agency, with the approval of the Minister  
3 responsible for Finance, from the list of auditors and in accordance with the  
4 guidelines supplied by the Auditor-General for the Federation and the fees of  
5 the auditors and the expenses of the audit generally shall be paid by the Agency.

6 **29.-(1)** There is established a Fund to be known as the Cargo Defence  
7 Fund (in this Bill referred to as "the Fund").

8 (2) The objectives of the Fund shall be to-

9 (a) Indemnify against and mitigate losses incurred by Nigerian  
10 shippers especially small time importers and exporters, who may not have the  
11 financial muscle to pursue their legitimate maritime claims; and

12 (b) defend and protect interests of users of regulated services by  
13 providing legal advisory, technical or any other form of assistance.

14 (3) There shall be paid into the Fund-

15 (a) annual seed funds as may be appropriated by the Agency;

16 (b) annual subscription fees paid by members:

17 (c) such other sums accruable to the Fund by way of judgment debt,  
18 recoveries, grants-in-aid, loans, gift, interest, testamentary disposition,  
19 endowment or philanthropy, interests paid on and repayment of the principal  
20 sums of any loan granted from the Fund; and

21 (d) contribution from any governmental agency, national, and  
22 international donor and funding agencies and intervention funding.

23 (4) The fund shall be collected, administered and disbursed by the  
24 Agency under guidelines that shall be approved by the Board;

25 (5) Notwithstanding the provisions of subsection (1) of this section,  
26 the Fund established under subsection (1) of this section shall be applied  
27 towards the promotion of the objectives and defraying the administrative costs  
28 of the Fund.

29 (6) The operations of the Fund for each financial year shall be audited  
30 within three months after the end of the year to which they relate by auditors



1 appointed by the Agency, with the approval of the Minister responsible for  
2 Finance, from the list of auditors and in accordance with the guidelines  
3 supplied by the Auditor-General for the Federation and the fees of the  
4 auditors and the expenses of the audit generally shall be paid from the Fund.

5 **30.**-(1) The Agency may, with the prior consent of, or in Borrowing Powers,  
6 accordance with the authority given by the Minister of Finance, borrow such Gifts etc.  
7 sums of money or raise capital otherwise than from the Government as the  
8 Agency may require in the exercise of its functions under this Bill.

9 (2) The Agency may accept gifts or grants of money or aid or other  
10 property from national, bilateral and multi-lateral organizations and upon  
11 such terms and conditions, as may be agreed upon between the donor and  
12 the Agency provided that the conditions are not inconsistent with the  
13 objectives and functions of the Agency under this Bill.

14 **31.** The Agency shall prepare and submit to the Minister not later Annual reports  
15 than 30th June in each financial year a report in such form as the Minister  
16 may direct on the activities of the Agency during the immediately preceding  
17 financial year, and shall include in such report a copy of the audited accounts  
18 of the Agency for that year and the auditor's report thereon.

19 **32.**-(1) The Agency is exempted from the payment of tax on the Exemption from  
20 income accruing from the investments made by the Agency; and Taxation

21 (2) The provisions of any enactment relating to the taxation of  
22 companies or trust funds shall not apply to the Agency.

23 **33.**-(1) The Agency shall, not later than 30th September in each Budget and  
24 financial year, prepare and submit to the National Assembly through the Expenditure  
25 President its budget showing estimated income and the expenditure which  
26 the Agency proposes to incur in respect of the succeeding financial year in  
27 order to perform the functions of the Agency.

28 (2) Subject to subsection (1), the Agency shall apply the money in  
29 the Agency's Fund established under section 28 for the:

30 (a) administrative and operating costs of the Agency;

	1	(b) payment of salaries, wages, fees and other allowances, retirement
	2	benefits and any other remuneration payable to the Agency's, staff and
	3	employees;
	4	(c) purchase or acquisition of property, other equipment or capital
	5	expenditure or for maintenance of any property acquired or vested in the
	6	Agency; and
	7	(d) performance of any of the functions of the Agency under this Bill
	8	or subsidiary legislation.
Financial Year	9	<b>34.</b> -(1) The financial year of the Agency starts on 1st January and ends
	10	on 31st December of the same year.
	11	(2) The Agency shall keep proper records of its accounts in respect of
	12	each year and shall cause its accounts to be audited within three months from
	13	the end of each financial year by auditors whose appointment is approved by
	14	the Agency and is subject to reappointment on annual basis provided that such
	15	auditors are on the list of auditors approved by the Auditor-General for the
	16	Federation.
	17	REGULATIONS, GUIDELINES AND TARIFFS
Power to issue and review Regulations and Guidelines	18	<b>35.</b> -(1) The Agency may issue and review regulations and/or
	19	guidelines generally for carrying into effect the provisions of this Bill.
	20	(2) The Agency shall have the power to set standard operating
	21	procedures for regulated service providers in the regulated sector.
Regulation of Tariffs and Charges	22	<b>36.</b> -(1) In the exercise of its economic regulatory functions and
	23	powers in the regulated sector and in consultation with stakeholders, the
	24	Agency shall have the powers to-
	25	(a) set guidelines on tariffs, rates and charges, including setting the
	26	minimum and maximum levels of tariffs that shall be applicable in the
	27	regulated sector in Nigeria,
	28	(b) monitor and review tariffs, rates and charges to ensure
	29	compliance, by regulated service providers, with the approved guidelines set
	30	under paragraph (a) of subsection 1 of this section, taking into consideration

1 the prevailing local and global economic trends affecting the port industry  
2 and the market;

3 (c) set standard of service delivery and ensure availability,  
4 adequacy, quality accessibility, affordability and predictability of services,

5 (d) set and enforce standard operating procedures for shipping and  
6 ports services providers, and

7 (e) publish from time to time as deemed necessary, all Tariffs,  
8 Rates and Charges levied by the regulated service providers.

9 (2) Tariffs, rates and charges levied, made or published in  
10 contravention of paragraph (a) of subsection 1 of this section, shall  
11 constitute an offence under this section and shall be punished in accordance  
12 with the provisions of this Bill.

13 **37.-(1)** A Service Provider shall file its operating tariffs, rates and  
14 charges with the Agency within 21 days of setting the tariffs, rates or  
15 charges.

Filling of Tariffs,  
Rates and Charges

16 (2) A Regulated Service Provider that fails to comply with the  
17 provision of this section commits a contravention and shall be suspended for  
18 a period not more than 3 months and if it persists, after the three months,  
19 shall be blacklisted and de-registered.

20 **38.-(1)** The Agency shall have the power to make determinations  
21 for or with respect to prescribed services relating to:

Power to make  
Determination

22 (a) standards and conditions of service delivery;

23 (b) licensing;

24 (c) market conduct;

25 (d) policy and guidelines on tariffs and rights of access; and

26 (e) other economic regulatory matters.

27 (2) In making a determination under this section, the Agency shall  
28 have regard to:

29 (a) the availability, quality and standards of facilities or services;

30 (b) the cost of the services, access or use of the facilities;

Determination  
and publication  
of charges and  
rates

- 1 (c) any factor specified in a sector legislation; and
- 2 (d) any other factor that the Agency considers relevant
- 3 **39.**-(1) The Agency shall, to the exclusion of any other body or
- 4 authority, whether private or public-
- 5 (a) make rules and regulations on determination and publication of
- 6 tariff rates for the prescribed services specified in section 38.
- 7 (b) publish, periodically, all local shipping charges payable by
- 8 Nigerian importers and exporters.
- 9 (2) The regulations and rules made under subsection (1) may include:
- 10 (a) rules about the tariff and variation of tariff for specified or class of
- 11 services;
- 12 (b) rules about the publication or disclosure of tariff for specified or
- 13 class of services; or
- 14 (c) range of tariff applicable to specified or class of services.
- 15 (1) Any person or service provider who publishes tariffs, rates and
- 16 charges in contravention of this section, commits an offence and shall:
- 17 (a) as a first offender, upon conviction, be liable to a fine of at least
- 18 N5,000,000.00 or imprisonment for a term of at least one year or both; and
- 19 (b) for subsequent conviction, liable to a fine of at least
- 20 N10,000,000.00 or imprisonment for a term of at least three years or both.

Approval of tariff  
or charges by the  
Agency

- 21 **40.**-(1) From the commencement of this Bill, every regulated service
- 22 provider shall:
- 23 (a) file its tariffs or range of tariffs with the Agency for approval; and
- 24 (b) not impose any tariff, rate, levy or charge for the provision of any
- 25 service unless the tariff, rate, levy or charge is approved by the Agency under
- 26 section 36 (1) (a) or as otherwise provided in this Bill.
- 27 (2) Every service provider shall:
- 28 (a) provide services only at the rate approved by the Agency and shall
- 29 not depart from it without a written approval by the Agency; and
- 30 (b) publish the:

- 1 (i) tariff and rates charged to users for their respective services, and  
2 (ii) modifications of the approval by the Agency.

3 **41.** The Agency shall prescribe and enforce appropriate penalties  
4 including the payment of fines, fees by and/or suspension, revocation of  
5 licence, cancellation of registration of any operator or service provider who  
6 violates any regulations or guidelines issued under this Bill for the provision  
7 of any service.

Penalty for breach  
of Guidelines or  
Regulations

8 LICENSING, CERTIFICATION AND PERMITS

9 **42.-(1)** From the commencement of this Bill-

10 (a) the Agency shall have the powers to set guidelines and general  
11 policies for the issuance, re-issuance, suspension, cancellation or revocation  
12 of licenses, certificates and permits, registration and de-registration of  
13 regulated service providers specifying, among other things, the terms and  
14 conditions for the issuance, re-issuance, suspension, cancellation or  
15 revocation of licenses, certificates, permits, registration and de-registration  
16 of regulated service providers and cause same to be published; and

Guidelines and  
Regulations on  
granting of  
Regulatory Licenses,  
Certificates and  
Permits

17 (b) a regulated service provider shall not operate a facility or  
18 provide services for which the Agency has prescribed a regulatory licensing,  
19 certification or permit, unless the regulated service provider is granted such  
20 license, certificate or permit by the Agency.

21 (2) The licence, certificate or permit granted under this section  
22 relates only to matters concerning the economic regulatory functions of the  
23 Agency and may be issued to a person or class of persons operating such  
24 facility or providing such services.

25 (3) Any person who contravenes the provisions of this section  
26 commits an offence and is liable on conviction to a:

27 (a) fine not exceeding ten times the initial fee for the relevant  
28 licence, certificate or permit; or

29 (b) prohibition from operating such facility or providing such  
30 services for a period as the Agency may determine.

Application for  
Licenses,  
Certificates or  
Permits

1 (4) The Agency shall publish for the general public, the services or  
2 facilities that require licensing, certification or permit.

3 (5) The provisions of this Part apply to existing government owned  
4 facilities, regulated service providers or operators and any other government  
5 agency with the power to operate and provide prescribed services in the  
6 regulated sector in Nigeria.

7 **43.**-(1) Any application for a licence, certificate or permit shall be  
8 lodged in the manner as may be prescribed by the Agency.

9 (2) The Agency may require an applicant for a licence, certificate or  
10 permit to submit to the Agency, within a specified period and at the applicant's  
11 expense, such further information as may be necessary to consider the  
12 application.

13 (3) The Agency, within a period not exceeding 12 weeks after  
14 receiving an application lodged in the prescribed manner:

15 (a) shall, upon the applicant satisfying stipulated requirements, issue  
16 the licence, certificate or permit, in such form and for such period, and may  
17 contain such conditions as the agency may determine; or

18 (b) may refuse to issue a licence, certificate or permit and give written  
19 reasons for such refusal.

20 (4) Where the failure to issue a licence, certificate or permit is based  
21 on a delay occasioned by any factor, the Agency shall give reasons for the delay  
22 and issue directives as may be relevant for the issuance of such licence,  
23 certificate or permit.

24 (5) In performing its functions under this section, the Agency shall at  
25 all times be guided by the principles of, and consideration for:

26 (a) relevant sector legislation;

27 (b) transparency, fairness and non-discrimination;

28 (c) efficient use and management of port and land transport facilities;

29 (d) development of indigenous capacity in ownership and provision  
30 of regulated services;

1 (e) the need to promote fair competition and investment in the  
2 regulated sector;

3 (f) the need to provide modern, qualitative and competitive  
4 regulated services in Nigeria; and

5 (g) such other principles and considerations as the Agency may  
6 consider necessary and in the national interest.

7 (6) The Agency may, before the grant of a licence, certificate or  
8 permit, under this Part, where it deems it relevant, refer the application to,  
9 and obtain written recommendation thereof from any relevant government  
10 agency.

11 (7) The Agency shall ascertain that in making the recommendation  
12 under subsection (6), the guidelines and criteria for evaluation and selection  
13 issued by the relevant government agency have been strictly complied with.

14 (8) A government agency or authority in a regulated sector shall  
15 ensure that any concession contract, or operational licence issued by it to  
16 operators or regulated service providers is made subject to the regulatory  
17 licence, certificate or permit, to be granted by the Agency.

18 OFFENCES AND PENALTIES

19 **44.** A person who contravenes or fails to comply with any  
20 provision of this Bill, a subsidiary legislation or any regulation, guideline or  
21 rules made under this Bill or subsidiary legislation, commits an offence.

Offences by  
Persons

22 **45.**-(1) a person or corporate body who commits an offence under  
23 this Bill, a subsidiary legislation or any regulation, guideline or rules made  
24 under this Bill or subsidiary legislation may be charged jointly or severally  
25 in the same proceedings with the company.

Offences by persons  
or corporate bodies

26 (2) if the company is found guilty of the offence, he is deemed to be  
27 guilty of that offence unless, having regard to the nature of his functions in  
28 that capacity and to all circumstances, he can prove that:

29 (i) the offence was committed without his knowledge, consent or  
30 connivance, and

1 (ii) he had taken all reasonable precautions and exercised due  
2 diligence.

3 (3) a person who at the time of the commission of the offence was a  
4 director, chief executive officer, secretary or other similar officer of the  
5 Agency, or was purporting to act in any such capacity, or was in any manner or  
6 to any extent responsible for the management of any of the affairs of the  
7 Agency or was assisting in such act, may be charged jointly or severally in the  
8 same proceedings with the company

General offences  
and penalties

9 **46.-(1)** A person who contravenes any provision of this Bill, a  
10 subsidiary legislation or any regulation, guideline or rules made under this Bill  
11 or subsidiary legislation, is:

12 (a) as a first offender, upon conviction, liable to a fine not less than  
13 N500,000.00 or imprisonment for a term of at least one year or both; and

14 (b) for subsequent conviction, liable to a fine not less than  
15 N1,500,000.00 or imprisonment for a term of at least three years or both.

16 (2) The Agency may by regulations make further provisions for  
17 offences and penalties and for the adjustment of fines, fees and penalties  
18 imposed under this Bill, a subsidiary legislation or any regulation, guideline or  
19 rules made under this Bill or subsidiary legislation in order to reflect prevailing  
20 economic realities and it becomes effective upon publication in the Federal  
21 Government Gazette.

Power to impose  
Administrative  
Penalties

22 **47.** Notwithstanding anything contained in this Bill or any other  
23 enactment, the Agency may impose such other penalties as deemed necessary,  
24 where no penalty is provided for contravention of the provisions of this Bill,  
25 such other-

26 (1) Penalties including the payment of fees or fines etc.; and

27 (2) sanctions including warning, suspension, sealing of premises,  
28 black listing, withdrawal, revocation, cancellation of licence or de-registration  
29 etc.



1                   **48.**-(1) No person shall disclose any confidential or sensitive  
2                   information obtained during the exercise of a power or the performance of a  
3                   function under, or in connection with, this Bill or any relevant legislation.

Disclosure of  
information is an  
offence

4                   (2) No person shall use an information to obtain directly or  
5                   indirectly any pecuniary or other advantage for himself or any other person.

6                   (3) A person who, without lawful excuse contravenes subsections  
7                   (1) and/or (2), commits an offence and is liable on conviction to a fine of at  
8                   least N500,000.00.

9                   (4) A person may disclose or use such information if the:

10                  (a) disclosure or use is made in the exercise of a power or the  
11                  performance of a function under, or in connection with this Bill or any  
12                  relevant legislation;

13                  (b) person has the consent of the person who supplied the  
14                  information;

15                  (c) disclosure or use is made in legal proceedings at the direction of  
16                  the court; or information is in the public domain at the time it is disclosed or  
17                  used.

18                  (5) The provisions of subsection (4) shall not interfere with any  
19                  right which another person may have with regard to the disclosure or use of  
20                  the information.

21                  (6) The Agency may apply to the court for an injunction or  
22                  declaration or both in respect of an order or direction served by the Agency  
23                  under this Bill and its subsidiary legislation.

24                               **MISCELLANEOUS AND SUPPLEMENTARY PROVISIONS**

25                   **49.**-(1) The Minister may give the Agency directions of a general  
26                   character or relating to particular matters with regards to the exercise by the  
27                   Agency, of its functions and powers, and it shall be the duty of the Agency to  
28                   comply with the directions.

Powers of the  
Minister

29                   (2) The Minister may make regulations generally for carrying into  
30                   effect the provisions of this Bill.

	1	(3) In the performance of his functions and in relating with the
	2	Agency, the Minister shall at all times ensure that the independence of the
	3	Agency with regard to the performance of the Agency's functions and
	4	operations under this Bill, is protected and not compromised in any manner.
Limitation of suit against the Agency	5	<b>50.</b> -(1) A civil action shall not be commenced against the Agency or
	6	its authorised officers before the expiration of a period of thirty days after
	7	written notice of intention to commence the suit has been served on the Agency
	8	by the intending plaintiff and the notice shall clearly and explicitly state the-
	9	(a) cause of action;
	10	(b) particulars of the claim;
	11	(c) name and place of abode of the intending plaintiff; and
	12	(d) relief sought.
	13	(2) The notice referred to in subsection (1) of this section and any
	14	summons, or other documents required or authorised to be served on the
	15	Agency under this Bill or any other law, may be served by delivering it to the
	16	office of the Agency.
Indemnity of Officers of the Agency	17	<b>51.</b> A member of the Board, Director-General, officer or employee of
	18	the Agency shall be indemnified out of the assets of the Agency against any
	19	proceedings brought against him in their respective official capacities, where
	20	the act complained of is not ultra vires his powers.
Restriction on execution against property of the agency	21	<b>52.</b> In any action or suit against the Agency, no execution shall be
	22	levied or attachment processes commenced against the Agency, unless not less
	23	than three months' notice of the intention to execute or to attach has been given
	24	to the Agency.
Request for information or documents	25	<b>53.</b> -(1) Where the Agency considers it necessary, desirable or
	26	expedient for the purpose of carrying out its functions under this Bill, the
	27	Agency may, by notice in writing served on any person, require that person to-
	28	(a) furnish to the Agency, in writing signed by that person or, in the
	29	case of a corporate body, by a director or competent officer or agent of the
	30	corporate body, within the time and in the manner specified in the notice, any

1 information or class of information as may be specified in the notice;  
2 (b) produce to the Agency or a person specified in the notice, acting  
3 on its behalf in accordance with the notice, any document or class of  
4 documents specified in the notice; and

5 (c) appear before the Agency at a time and place specified in the  
6 notice to give evidence, either orally or in writing and produce any  
7 document or class of documents specified in the notice.

8 (2) The Agency shall obtain such information as it considers  
9 necessary to assist in its investigations or inquiries and where it considers  
10 appropriate, shall examine and verify the authenticity or otherwise of all  
11 documents submitted to it.

12 (3) Where the information provided in subsection (1) is not  
13 furnished to the satisfaction of the Agency, the Agency may make  
14 determination on the basis of information available to it.

15 **54.**-(1) A summons to attend and provide, give evidence or to  
16 produce documents before the Agency issued under the hand of an  
17 authorised officer of the Agency shall be served on the person concerned.

Summons to attend  
and give evidence,  
provide information  
or document

18 (2) Hearings of the Agency shall take place in public, but the  
19 Agency may, where circumstances warrant, particularly in order to preserve  
20 the business secrets of the person concerned, conduct hearing in camera.

21 **55.**-(1) A person who, without sufficient cause, refuses, fails,  
22 neglect or omit to-

Refusal or failure  
to honour Summons

23 (a) appear before the Agency in compliance with a summons, or

24 (b) provide or give any relevant information, evidence or produce a  
25 document which the person is required by such summons to produce,  
26 commits an offence and is liable on conviction, in the case of-

27 (i) an individual, to a fine not exceeding N5,000,000.00 or  
28 imprisonment for a term of at least one year or both; and

29 (ii) corporate body, to a fine not exceeding N20,000,000.00.

30 (2) The Agency may in addition to conviction, suspend, revoke or

1 cancel the licence, certificate or permit.

2 (3) A person who wilfully obstructs or interrupts any proceedings of  
3 the Agency, commits an offence and is liable on conviction to imprisonment for  
4 a term not exceeding three years or a fine not exceeding N20,000,000.00 or  
5 both the fine and imprisonment.

Procedure for  
handling of evidence  
by the Agency

6 **56.**-(1) For the purpose of carrying out its functions and powers under  
7 this Bill, the

8 Agency may-

9 (a) receive in evidence any statement, document, information or  
10 matter that may, in its opinion, assist it in dealing effectively with the matter  
11 before it, whether or not such evidence is otherwise admissible in a court of  
12 law.

13 (b) take evidence on oath and for that purpose, a member of the  
14 Agency, any employee or agent of the Agency duly authorized for that purpose  
15 may administer an oath.

16 (c) require the evidence to be furnished to be given on oath and for that  
17 purpose, a member of the Agency or any officer of the Agency duly authorised  
18 for that purpose may administer an oath.

19 (d) permit a person appearing as a witness before it to give evidence  
20 by tendering a written statement, and where the Agency deems fit, verify the  
21 written statement on oath.

22 (e) hear orally any person who, in its opinion, will be affected by an  
23 investigation or inquiry being carried out by it.

24 (f) where it deems fit, order any sum to be paid to that witness on  
25 account of his travelling expenses, where such person has appeared as a  
26 witness before the Agency pursuant to a notice issued in that behalf or has given  
27 evidence before the Agency, whether pursuant to a notice or not.

28 (2) The Agency shall ensure that business secrets of all parties  
29 concerned in an investigation or inquiry conducted by it are adequately  
30 protected at all stages of the investigation or inquiry.

1                   **57.**-(1) Subject to the provisions of subsection (2), the Agency may  
 2           by order prohibit the publication or communication of any information,  
 3           document or evidence which is furnished, given or tendered to, or obtained  
 4           by the Agency in connection with its operations.

Prohibition of  
disclosure of  
information or  
documents

5                   (2) An order made by the Agency under subsection (1) may be  
 6           expressed to have effect for such period as is specified in the order, which  
 7           shall not be less than two years, but the order shall not have effect where that  
 8           order was made  
 9           in connection with an investigation or inquiry conducted by the Agency  
 10          ,after the conclusion of that investigation or inquiry.

11                  (3) A person who, contrary to an order made by the Agency under  
 12          subsection(1), publishes or communicates any information, document or  
 13          evidence shall be liable to a fine not exceedingN1,000,000.00 in the case of  
 14          an individual and N50,000,000.00in the case of a body corporate.

15                  **58.** A person who willfully destroys any record which may be  
 16          required by the Agency for the performance of any of its functions under this  
 17          Bill, with intent to mislead the Agency or to prevent or impede any  
 18          investigation or inquiry under this Bill, commits an offence and is liable on  
 19          conviction to a term of imprisonment for three years or a fine not exceeding  
 20          N50,000,000.00 or both the fine and imprisonment.

Destruction of  
Records

21                  **59.** A person who is subject to this Bill, shall produce to the  
 22          Agency, evidence of compliance with the provisions of this Bill,  
 23          Regulations or Guidelines made under it, when required in writing to do so.

Evidence of  
Compliance

#### 24                   MONITORING AND ENFORCEMENT POWERS OF THE AGENCY

25                  **60.**-(1) The Agency shall monitor and report on all matters relating  
 26          to-

Power to monitor  
and report

27                  (a) the administration, implementation and compliance with the  
 28          provisions of this Bill or subsidiary legislation, regulations and guidelines  
 29          made under this Bill;

1 (b) the standards and quality of services rendered in the regulated  
2 sector;

3 (c) tariff, rates and charges applied by the regulated service providers  
4 in the regulated sector;

5 (d) cargo clearance procedures and processes; and

6 (e) any other relevant matter relating to service delivery in the sector.

7 (2) For the purposes of monitoring and reporting of the matters enumerated in  
8 sub-section (1) of this section, the Agency's officials or authorised officers  
9 shall at all times have access to enter and inspect premises of regulated services  
10 providers.

Power to enter  
premises

11 **61.** -(1) The Agency may in writing, direct any of its authorised  
12 officer, to-

13 (a) exercise on its behalf the powers of monitoring and enforcement  
14 vested in the Agency under this Bill; and

15 (b) investigate the activities of regulated service providers with  
16 regards to compliance with the provisions of this Bill, Regulations and  
17 Guidelines made pursuant to the Bill.

18 (2) The Agency may, for the purpose of ascertaining whether any  
19 person has engaged, is engaging or is likely to engage in conduct constituting  
20 or likely to constitute a contravention of this Bill, require its authorised officer  
21 to-

22 (a) enter and search any premises; and

23 (b) inspect and remove from the premises any article, document or  
24 extract in the possession or under the control of any person.

25 (3) The Agency shall, if there are grounds to believe that a violation,  
26 civil or criminal, of the provisions of this Bill or regulations made under this  
27 Bill, was, is being or will be committed, take any interim measure, including  
28 directing an authorised officer to exercise powers contained in subsection(2).

29 (4) The occupier or person in charge of any premises entered pursuant  
30 to this section shall provide the authorised officer with all reasonable

1 assistance for the effective discharge of the officer's duty under this section.

2 (5) The authorised officer ma-

3 (a) request any law enforcement officer or public official to  
4 provide him with assistance in carrying out the exercise;

5 (b) use such assistance or force for gaining entry into, and for  
6 breaking open any article or thing as is reasonable in the circumstances;

7 (c) search for and remove documents or any article or thing that  
8 may be relevant;

9 (d) where necessary, make copies of documents or extracts from  
10 documents, articles or things that the authorised officer believes on  
11 reasonable grounds may be relevant; and

12 (e) where necessary, require a person to produce, reproduce or  
13 assist any person to produce or reproduce, in usable form, information  
14 recorded or stored in a document or retrieval system.

15 (6) A law enforcement officer or other public official assisting the  
16 authorised officer shall have and exercise the powers provided in subsection  
17 (5) (b), (c), (d) and (e) of this section.

18 (7) A person who obstructs or impedes an authorised officer in the  
19 performance of his duties under this section commits an offence and shall be  
20 liable on conviction to imprisonment for a term not exceeding two years or  
21 to a fine not exceeding N5,000,000 or to both fine and imprisonment.

22 **62.-(1)** In the exercise of powers under section 61, an authorised  
23 official of the Agency or its appointed inspector-

Duties of an  
authorised Officer

24 (a) shall be in possession of letter of authorisation duly issued by  
25 the Agency at the time of carrying out the directives under section 61;

26 (b) shall on demand produce to the person against whom he is  
27 acting, the authority issued to him by the Agency and a valid identification  
28 document;

29 (c) may at any reasonable time and without prior notice, enter the  
30 premises of any affected regulated service provider to -

1 (i) inspect and make copies of extracts from books, records,  
2 documents or other information storage systems, and

3 (ii) demand the production of and inspect the relevant licence, permit,  
4 certification or authority; and

5 (d) shall obtain a warrant prior to the entry into the premises of any  
6 affected person who is not a service provider under the meaning of this Bill.

7 (3) In the case of a search carried out at a time when the owner or  
8 occupier was not present, an authorised officer shall, before leaving the  
9 premises, leave in a conspicuous place at the premises searched, a written  
10 notice stating -

11 (a) the date and time when the search was executed; and

12 (b) the name of the person who executed the search and the names of  
13 the person or persons who rendered assistance in the course of executing the  
14 search.

15 (4) Upon completion of the search authorised by the Agency, where a  
16 document or article or thing was removed from the place being searched, leave  
17 a schedule containing a list of articles, documents, extracts or things removed  
18 from the premises during the search.

19 (5) Where it is not practicable to prepare a schedule before completing  
20 the search, or if the owner or occupier of the place being searched consents, the  
21 authorised officer-

22 (a) may, instead of leaving a schedule, leave a notice stating that  
23 documents, articles or things have been removed during the search and that,  
24 within seven days of the search, a schedule will be delivered, left, or sent stating  
25 the documents, articles or things that have been removed; and

26 (b) shall, within seven days of the search-

27 (i) deliver a schedule to the owner or occupier,

28 (ii) leave a schedule in a prominent position at the place searched, or

29 (iii) send a schedule by registered mail to the owner or occupier of the  
30 place searched.



1 (6) Every schedule prepared under subsection (3), (4) or (5) shall  
2 state-

- 3 (a) the documents, articles and things that were removed;  
4 (b) the location from which they were removed; and  
5 (c) the location where they are being held.

6 (7) The Agency, or any person authorised by the Agency for that  
7 purpose, may inspect and make copies of any document or extract from such  
8 document, obtained pursuant to the directives.

9 **63.** The occupier or person in charge of the place that an authorised Duties of Occupier  
10 officer, under a directive, enters for the purpose of a search shall provide that  
11 authorised officer with all reasonable assistance and cooperation in  
12 executing the directive.

#### 13 COMPLAINTS AND INVESTIGATION

14 **64.**-(1) The Agency may- Conduct of  
Investigation upon  
a written complaint  
15 (a) where a complaint has been made to the Agency under this Bill,  
16 make preliminary inquiries of the complaints for the purpose of deciding  
17 whether to investigate the matter or not.  
18 (b) investigate any matter pertaining to the administration of this  
19 Bill, if the Agency has any ground to believe that an infringement of this Bill  
20 is, has been or will be committed.  
21 (c) conduct an investigation on a matter referred to it upon a written  
22 complaint by a person and the complaint shall specify against whom the  
23 complaint is made.

24 (2) Where the Agency decides not to investigate a matter to which a  
25 complaint relates, or to stop the investigation of a matter after its  
26 commencement, it shall within 7 days from the date of the decision and in  
27 such manner as it deems fit, inform the complainant and the respondent of  
28 the decision and the reasons for the decision.

29 **65.**-(1) Prior to the commencement of the investigation of a matter Conduct of  
Investigation  
30 to which the complaint relates, the Agency shall inform the respondent that

1 the matter is to be investigated.

2 (2) An investigation under this Part shall be conducted as the Agency  
3 considers appropriate and the Agency may, for the purposes of an  
4 investigation, obtain information from any person as it deems fit.

5 (3) A complainant or respondent may be given an opportunity to  
6 appear before the Agency in connection with an investigation.

7 (4) The Agency shall not, as a result of an investigation, make a  
8 finding that is adverse to a complainant or respondent unless it has given the  
9 parties involved an opportunity to make written submissions in relation to the  
10 matter to be investigated within a period of 21 days.

11 (5) The Agency shall consider the written submissions made by the  
12 complainant or the respondent before making a decision.

13 (6) On the conclusion of an investigation, the Agency may prepare  
14 and publish a report which shall cover-

15 (a) the conduct of the investigation;

16 (b) any findings that the Agency has made as a result of the  
17 investigation;

18 (c) the evidence and other material on which those findings were  
19 based; and

20 (d) such other matters relating to or arising out of the investigation as  
21 the Agency may deem fit in the circumstance.

Discountenance  
of Inquiry or  
Investigation

22 **66.**-(1) Where the Agency, at any stage of an investigation or inquiry  
23 under this Part is of the opinion that the matter being investigated or subject to  
24 inquiry or investigation does not justify further investigation or inquiry, the  
25 Agency may discontinue the investigation or inquiry.

26 (2) Where the Agency discontinues an investigation or inquiry, it  
27 shall, within 14 days thereafter, give written notice to the parties concerned in  
28 the investigation or inquiry, stating the reasons for discontinuing the  
29 investigation or inquiry.

Appeals

30 **67.** Appeals from any decision of the Agency shall lie in the case of -

(a) competition and consumer protection matters, to the Competition and Consumer Tribunal established under section 39 of the Federal Competition and Consumer Protection Act, and

(b) Other regulatory matters and decisions of the Agency in the exercise of its functions and powers under this Bill or subsidiary legislation, to the Federal High Court.

#### REPEALS, SAVINGS AND TRANSITIONAL PROVISIONS

**68.**-(1) The Nigerian Shippers' Council Act (CAP. N133 LFN),2004 is hereby repealed. Repeal and Savings Provisions

(2) Without prejudice to section 6 of the Interpretation Act, the repeal of the Nigerian Shippers' Council Act (CAP. N133 LFN),2004 shall not affect anything done pursuant to the repealed Act.

(3) Every regulation, order, requirement, contract, certificate, notice, direction, decision, authorisation, consent, application, ongoing cases in the courts, request or thing made, issued, given or done under the repealed Act shall, if in force at the commencement of this Bill, continue to be in force and have effect as if made, issued, given or done under the corresponding provisions of this Bill.

(4) Every reference to the Nigerian Shippers' Council, Minister, Council, Executive Secretary/CEO or any person under their control, or a document issued in the name of the Nigerian Shippers' Council, Minister, Council, Council Chairman, Executive Secretary or employee of the Nigerian Shippers' Council established under the repealed Act, shall be read, unless the context otherwise requires, as a reference to the Agency, Minister, Board, Board Chairman, Member, Director General/CEO or an employee of the Agency established under this Bill, respectively, as the case may be.

(5) The statutory functions, mandates, powers, rights, interests, obligations and liabilities of the Nigerian Shippers' Council, existing before the commencement of this Bill, under any contract or instrument or in law or in equity shall, by virtue of this Bill, be deemed to have been assigned to and

Transitional  
Provisions

1 vested in the Agency established under section 4 of this Bill and shall be of the  
2 same force and effect against or in favor of the Agency established by this Bill  
3 and shall be enforceable as fully and effectively as if, instead of the Nigerian  
4 Shippers' Council, existing before the commencement of this Bill, the Agency  
5 established by this Bill has been named in it or had been party to it.

6 **69.-(1)** Subject to the provisions of this Bill, the Executive  
7 Secretary/CEO of the Nigerian Shippers' Council established under the  
8 repealed Act is transferred to the Agency established under this Bill on the same  
9 terms, conditions, rights and privileges, as Director-General/CEO of the  
10 Agency.

11 (2) Any person who immediately before the commencement of this  
12 Bill was a staff of the defunct Nigerian Shippers' Council established under the  
13 repealed Act shall continue in office and be deemed to have been appointed  
14 under this Bill and shall continue to enjoy pension benefits under the Pension  
15 Reform Act.

16 (3) The transferred employees of the defunct Nigerian Shippers'  
17 Council shall be regarded as having accrued an entitlement to benefits in  
18 connection with the employment with the Agency that is equivalent to the  
19 entitlement that the person had accrued as an employee of the defunct Nigerian  
20 Shippers' Council, immediately before the commencement date.

21 (4) Upon the commencement of this Bill, employees of the defunct  
22 Nigerian Shippers' Council shall be absorbed by the Agency for continuation of  
23 their service career on the same rank as they were before the absorption.

24 (5) No transferred employee of the defunct Nigerian Shippers'  
25 Council shall be made to enjoy rights and privileges that are less than the ones  
26 enjoyed as an employee of the Nigerian Shippers Council.

27 (6) Any proceedings or cause of action pending or existing  
28 immediately before the commencement of this Bill by or against the Nigerian  
29 Shippers' Council established under the repealed Act in respect of any right,  
30 interest, obligation or liability, may be continued, commenced or disposed, as

1 the case may be, and any determination of a court of law or tribunal may be  
2 enforced by or against the Agency established by this Bill to the same extent  
3 that such proceedings, cause of action or determination might have been  
4 continued, commenced, disposed or enforced by or against the Council  
5 established under the repealed Act.

6 (7) Any disciplinary proceedings pending or existing against any  
7 employee of the Nigerian Shippers' Council shall be continued and  
8 completed by the Agency established under this Bill.

9 (8) All rights, liabilities, assets, funds, resources and other movable  
10 or immovable property which immediately before the commencement of  
11 this Bill, were vested in the Nigerian Shippers' Council established under the  
12 repealed Act, shall by virtue of this Bill and without further assurance be  
13 vested in the Agency established under section 4 of this Bill.

14 **70.** In this Bill, unless the context otherwise requires-

Interpretation

15 "Agency" means the Nigeria Shipping and Port Economic Regulatory  
16 Agency;

17 "Appeal" means an Appeal under section 65 of this Bill;

18 "Authorities" or "bodies" means relevant government agencies;

19 "Blacklisting" means the indefinite stoppage of a service provided by a  
20 regulated service provider for the violation of any provisions of this Bill, its  
21 subsidiary legislation or guidelines;

22 "Board" means the Governing Board of the Agency established under  
23 section 5 of this Bill;

24 "Cargo" includes any substance or article and any container or other item  
25 used to contain any substance or article;

26 "Chairman" means a Member who is appointed to chair the Board of the  
27 Agency and includes any person presiding at the meeting of the Board;

28 "Concession" means an arrangement between a government agency and a  
29 third party to operate or provide regulated services in accordance with the  
30 empowering legislation;

- 1 "Concessionaire" means a holder of a concession or grant approved by a  
2 government agency to provide shipping and port related services or to operate a  
3 shipping or port facility under the concession agreement;
- 4 "Consolidated Revenue Fund" means the Fund established under section 80 of  
5 the Constitution of the Federal Republic of Nigeria, 1999;
- 6 "Consumer" or "User" means a shipper, importer, exporter or any person who  
7 uses regulated services or facilities in Nigeria;
- 8 "Court" means the Federal High Court of Nigeria;
- 9 "Determination" includes directions, orders, decisions or requirements made  
10 by the Agency under this Bill;
- 11 "Directives" means a directive issued by the Agency under this Bill;
- 12 "Deregistration" means removal of the name of a Service Provider from the  
13 Register;
- 14 "Economic Regulation" means the exercise by the Government through the  
15 Agency, both directly or indirectly, of control and influence over the economic  
16 activities of public or private regulated service providers and seeks to protect  
17 the interests of users of regulated services;
- 18 "Electronic Cargo Tracking Note" means the use or deployment of web-based  
19 standard tracking modules by whatever name called to track and monitor the  
20 movement of cargo of all types and class, transport equipment, vessel and  
21 includes comprehensive electronic advance information as contained in a bill  
22 of lading, consignment note or other relevant transport document with specific  
23 details of the content, description, nature, type and class of cargoes in a  
24 shipment as declared in advance by the Consignee or Carrier in a prescribed  
25 form;
- 26 "Empowering legislation", unless otherwise specified in this Bill, means:
- 27 (a) the relevant sector legislation, and
- 28 (b) a regulation made under this Bill;
- 29 "Facilities" means port, terminal infrastructure or any other facility for the  
30 handling, storage, carriage and/or transportation of cargo within a port and

- 1 includes shipping infrastructure;
- 2 "Instrument" includes a convention, treaty, protocol, Agreement, directive,  
3 determination or declaration;
- 4 "License" means a document of authorization from the Agency granting  
5 approval to provide shipping, port and/or related services in the regulated  
6 sector and "licensed" is interpreted accordingly;
- 7 "Licensed service provider" means a person licensed to provide shipping,  
8 port and/or related service;
- 9 "licensee" means a holder of a licence who undertakes activities which are  
10 subject to a licence granted under this Bill;
- 11 "Marine Transport" means maritime transport and inland waterways;
- 12 "Maritime Transport" includes shipping, ports, and all forms of carriage and  
13 transportation services in Nigerian waters;
- 14 "Member" means any person appointed under section 6 of this Bill;
- 15 "Minister" means the Federal Minister for the time being charged with the  
16 responsibility for shipping and port matters respectively;
- 17 "Ministry" means the Federal Ministry for the time being charged with the  
18 responsibility for shipping and port matters respectively;
- 19 "Operator" means a person who is responsible for the management and  
20 operations of jetties, port terminals, stations, any shipping or port facility  
21 designated for the handling of cargo pursuant to a valid concession or  
22 licence or other permit;
- 23 "Owner" means the legal or beneficial owner;
- 24 "Person" includes a natural or corporate body or partnership and where an  
25 individual is required to represent a corporate body or partnership in any  
26 circumstance pursuant to this B or its subsidiary legislation it shall be  
27 sufficient if in the case of a:
- 28 (a) corporate body, it is represented by its competent officer, and  
29 (b) partnership, it is represented by a partner in the partnership or a  
30 competent employee of the partnership;

1 "Premises" includes a house or building, together with its land and  
2 outbuildings, occupied by an operator or service provider, agency or other  
3 person under this Bill or considered in an official context;

4 "Prescribe" means a rule, direction, or order laid down, approved or given by  
5 this Bill, sector legislation, subsidiary legislation or regulations or any relevant  
6 legislation;

7 "Prescribed Services" means a person, body or agency which his -

8 (a) prescribed by this Bill as such; or

9 (b) providing prescribed services in the regulated sector in Nigeria  
10 within the meaning of section 38 of this Bill and includes:

11 (i) Nigerian Railway Corporation,

12 (ii) Nigerian Ports Authority,

13 (ii) National Inland Waterways Authority, and

14 (iv) Other Agencies providing regulated services of any nature in the  
15 regulated sector in Nigeria.

16 "President" means the President of the Federal Republic of Nigeria;

17 "Publication of any Information by the "Agency" under this Bill or its  
18 subsidiary legislation, except otherwise specified in any particular section of  
19 this Bill, is sufficiently effected if it is posted on the Agency's website and  
20 published in at least one widely circulating national newspaper;

21 "Publication of any Information by a licensee" under this Bill or its subsidiary  
22 legislation, except otherwise specified in any particular section of this Bill, is  
23 sufficiently effected if it is:

24 (a) officially sent to the Agency,

25 (b) made publicly and readily available to any member of the public at  
26 the licensee's offices that deal with or relate in any way with its consumers, and

27 (c) the Agency so directs, published in at least one national  
28 newspaper.

29 "Port" means any place in Nigeria designated as port of origin and destination  
30 and having facilities for handling of imports and exports;



1 "Register" means any one of the registers established or maintained by the  
2 Agency for the purposes of this Bill;

3 "Regulations" means regulations made pursuant to this Bill;

4 "Regulated Services" means any service supplied or offered for supply in a  
5 regulated sector such as stevedoring, carriage, storage and handling of  
6 cargo, freight forwarding and clearance services, haulage, consolidation,  
7 off-dock terminal and inland dry port services, terminal or jetty, operations,  
8 vehicle tug services, floating dock services, safety and security services,  
9 radio and radar services, waste disposal services, repair facilities and any  
10 other service provided in a port, and includes any service offered by any  
11 public or private body which the Agency declares to be regulated service  
12 under this Bill;

13 "Royalty" means fees, dues or charges received by the Agency from an  
14 operator of a transport facility, infrastructure or terminal or regulated service  
15 provider in consideration for permitting such operator or service provider to  
16 render regulated services pursuant to a valid concession Agreement, licence  
17 or other permit etc in the regulated sector;

18 "Services" includes the provision or use of facilities;

19 "Shipping or Port Infrastructure", "Facilities" or "Terminals" means any  
20 public or private shipping infrastructure, facility or terminal operated  
21 pursuant to a valid concession agreement, licence or other permit etc and is  
22 designated as a cargo reception and handling facility or used for the storage,  
23 carriage of and/or transportation of cargo in Nigeria and includes port  
24 infrastructure and facilities;

25 "Shipping" means any activity involving shipment of imports to or exports  
26 from Nigeria, and includes provision of any regulated services in the  
27 shipping and port sector in Nigeria;

28 "Shipping or Port Services" includes regulated services;

29 "Tariffs, Charges or "Rates" includes freight, rates, port fees, station fees,  
30 terminal dues, ports and harbours dues and charges, goods, cargo and pilot

1 age dues, other fees and charges levied by regulated service providers in the  
2 regulated sector;  
3 "Terminal Operations" means cargo handling services provided at a port and  
4 other services related thereto; and  
5 "Trade Facilitation" means the removal of obstacles to the movement of  
6 imports and exports across borders through simplification, standardization,  
7 harmonization automation and digitalization of trade and transport processes,  
8 procedures and associated information flows required in the payment for goods  
9 and services, and their carriage or transportation from one point to another and  
10 includes cross-border trade.

Short title

11 71. This Bill may be cited as the Nigeria Shippers' Council Act  
12 (Amendment) Bill, 2023.

13 SCHEDULE

14 *Sections 17, 25 (5)*

15 CONFLICT OF INTEREST

16 1. Subject to the provisions of this Schedule, no member or staff of the  
17 Agency shall have a direct or indirect financial interest or investment in any  
18 part of the regulated sector or be engaged in any activity whether for  
19 remuneration or otherwise, for the benefit of any party involved in any business  
20 related to the regulated sector in Nigeria throughout the tenure of his office or  
21 employment with the Agency unless such an interest is formally disclosed to  
22 the President through the Minister and the President is satisfied that the interest  
23 or activity is passive and does not interfere with the person's impartial  
24 discharge of his duties.

25 2. A person who holds the office of a member, shall, for a period of two  
26 years after he ceases to be a member for any reason, not acquire, hold, or  
27 maintain, directly or indirectly, any interest, office, employment, or  
28 consultancy arrangements either for remuneration or otherwise, connected  
29 with any part of the regulated sector in Nigeria or engage in any activity  
30 (whether for remuneration or otherwise) for the benefit of any party involved in

1 any business related to the regulated sector in Nigeria, and if such a person  
2 acquires any such interest involuntarily or by way of succession or  
3 testamentary disposition, he shall divest himself from such interest within a  
4 period of three months of such interest being acquired.

5 3. Subject to paragraph 4, each member or staff of the Agency shall,  
6 on an annual basis, present a written declaration affirming the non-existence  
7 of any such interest as is specified in paragraph 1 and shall pledge to disclose  
8 and inform the Agency of any such relationship or interest that arises or is  
9 likely to arise during his tenure or employment with the Agency.

10 4. All appointed members and staff of the Agency, after the  
11 commencement of this Bill, are entitled to a maximum of six months from  
12 their respective dates of appointments within which to divest themselves of  
13 their direct or indirect financial interests or investments, if any, in any part of  
14 the regulated sector in Nigeria.

15 5. Each member or staff of the Agency shall declare, on  
16 appointment or at the commencement of employment and annually  
17 thereafter, for as long as he serves the Agency, any interest or investment that  
18 he knowingly has or knows any member of his immediate family to have, in  
19 any aspect of regulated sector.

20 6. A member, staff or employee of the Agency is considered to have  
21 a conflict of interest for the purposes of this Bill if he has or acquires any  
22 pecuniary or other interest that conflicts with the proper discharge or  
23 performance by that person of his duties or functions as a member, staff or  
24 employee of the Agency.

25 7. A member, staff or employee of the Agency is deemed to have  
26 breached the conflict of interest rules of the Agency if he:

27 (a) fails, without reasonable cause, to make declaration of his  
28 interests as required, or

29 (b) knowingly makes a declaration that is false or misleading in  
30 material particulars thereby affecting the decision of the Agency in any of

1 the circumstances under this paragraph, and that person commits an offence  
2 under this Bill, the effect of which may include the termination of his  
3 appointment or employment.

4 8. Where a member or staff of the Agency contravenes the provisions  
5 of paragraphs 1, 2 and 3 of this Schedule, or gives false information under  
6 paragraph 5 of this Schedule, he commits an offence and is liable, on  
7 conviction, to a fine of at least ₦5,000,000.00 or imprisonment for a term not  
8 exceeding two years or both.

9 9. Subject to paragraph 8 of this Schedule, the Agency may waive the  
10 application of the prohibitions specified in paragraphs 1 and 2 of this Schedule  
11 to any member, staff or employee of the Agency if the Agency, upon receiving  
12 such declaration from such member, staff or employee determines that the  
13 financial interest of the relevant person is not of a material nature or is minimal.

14 10. The Agency, in determining whether or not the interest of a  
15 member, staff or employee of the Agency is minimal or not of a material nature,  
16 shall consider the:

17 (a) revenue, investments, profits and managerial efforts of the  
18 relevant company or other entity in regard to its transport activities compared  
19 with other aspects of the company's or such entity's businesses;

20 (b) extent to which the Agency regulates and oversees the activity of  
21 such company or entity;

22 (c) degree to which the economic interests of such company or other  
23 entity may be affected by any action of the Agency; and

24 (d) perceptions held or likely to be held by the public regarding the  
25 relevant person's financial interest or investment in that company or other  
26 entity.

27 11. The Agency may at any time review and reverse its determination  
28 under paragraph 7 of this Schedule and direct the application of the  
29 prohibitions contained in this Schedule to the affected member or the  
30 transferred staff or employee of the Agency and the Agency shall not be under

1 any obligation to disclose the reasons or basis for its review to the affected  
2 member, staff or employee.

3 12. In any case in which the Agency exercises the waiver authority  
4 or the review as specified in paragraphs 10 and 11 of this Schedule, the  
5 Agency shall publish the details and such publication shall include:

6 (a) an information regarding the identity of the person who has  
7 been granted the waiver or whose waiver grant has been reviewed;

8 (b) the position held by such person; and

9 © the nature of the financial interests which are the subject of the waiver or  
10 review.

11 13. For the purposes of this Schedule:

12 (a) "company" includes partnerships and undertakings; and

13 (b) "immediate family" means a person's spouse, a partner living  
14 with that person as if they were married to each other and children who are  
15 under the age of 18.

#### EXPLANATORY MEMORANDUM

This Bill seeks to repeal the Nigeria Shippers' Council Act (Cap. N133, LFN., 2004) and Enact the Nigeria Shipping and Port Economic Regulatory Agency Bill to provide for effective economic regulation of the Shipping and Port Sector, Establish a regime for the control of Tariffs, Rates and charges, provide for the protection of the interest of Providers and Users of Regulated Services.



FOR

*Sponsors:*

Hon. Benjamin Mzonde

ENACTED by the National Assembly of the Federal Republic of

### Establishment of the National Council for Christian Education

## The Establishment and Membership of the Government Board

13 (iii) The appointment of the seven part time members shall be made  
14 from:

	1	(a) One Person from each of the five blocks of the Christian
	2	association of Nigeria;
	3	(b) Association of Theological institutions of Nigerian (ATIN);
	4	(c) Christian Lawyers Association of Nigeria (CLASFON);
	5	(d) Two Educationists, possessing at least, a doctorate degree, versed
	6	in the philosophy of Christian education; and
	7	(e) The Executive secretary of the Board
	8	(iv) The following are ex-officio members of the Board-
	9	(a) Education Research and Development Council;
	10	(b) Joint Admission and Matriculation Board (JAMB);
	11	(c) National Examination Council of Nigeria;
	12	(d) Federal Ministry of Education
	13	(v) The Executive Secretary shall be the secretary in the Board
Tenure of office	14	<b>3.</b> The Chairman and members of the Board other than ex-officio
	15	members-
	16	(a) Shall hold office for a period of four year on such terms and
	17	conditions as may be specified in theirs letters of appointment; and
	18	(b) May be re-appointed for another period of four years and no more
Removal of members from office	19	<b>4.-(i)</b> Notwithstanding the provisions of section 3 of this Act, a
	20	member may, at any time, be removed from office by the President for inability
	21	to discharge the function of his office (whether arising from infirmity of the
	22	mind or body or any other cause) or for misconduct;
	23	(ii) A member of the Board may resign his appointment by a notice in
	24	writing addressed to the President and that member shall, on the date of the
	25	receipt of the notice by the president, cease to be a member of the Board.
Emoluments	26	<b>5.</b> A member of the Board shall be paid such emoluments, allowances
	27	and Benefits as the minister may, with the approval of the President, from time
	28	to time, approve.
Disclosure of Interest	29	<b>6.-(i)</b> A member of the Board who is directly, or indirectly interested
	30	in any matter being deliberated on by the board or is interested in any contract



1 made or proposed to be made by the Council, shall as soon as possible after  
 2 the relevant facts have to become known to him, disclose the nature of his  
 3 interest at a meeting of the Board;

4 (ii) A disclosure under subsection (1) of this section shall be  
 5 recorded in the minutes of meetings of the Board and the member concerned  
 6 shall:

7 (a) Not, after the disclosure, take part in any deliberations or  
 8 decisions of the Board; and

9 (b) Be excluded for the purpose of constituting a quorum of any  
 10 meeting of the Board for any deliberations or decisions with regard to the  
 11 subject matter in respect of what his interest is as so disclosed.

12 7.-(i) Develop, regulate and approve, Christian Education Functions of the  
 13 Syllabuses at all levels of Education; Council

14 (ii) Monitor, Collect and Collate data on Christian education;

15 (iii) Certify Christian Religious Education Instructors at all Basic  
 16 and Secondary School levels;

17 (iv) Conduct Research, Publish Statistics and Information on  
 18 Christian education;

19 (v) Approve content of all Christian Religious Education in  
 20 schools across the country;

21 (vi) Accredite programmes of Christian Theological Institutions of  
 22 Learning; and

23 (vii) Train, retrain and recertify Christian Religious Instructors in  
 24 Schools.

25 8. In Pursuance of section 7 of this Act, the Council shall have Powers of the  
 26 powers to- Council

27 -(i) Demand and obtain relevant information, data and reports  
 28 relative to Christian Education in schools as well as data on the instructors,  
 29 content of Christian education and the lesson notes of teachers;

30 (ii) Approve the content of Christian education syllabuses being

1 administered in all schools in the country;

2 (iii) Enter into joint venture and draw up a memorandum of  
3 leadership, understanding and agreement with the relevant institutions and  
4 organisations; and

5 (iv) Perform such other functions that are necessary for the successful  
6 performance of its Functions under this act

7 PART II

Executive  
Secretary

8 **9.**-(i) There shall be for the Council, an Executive Secretary who shall  
9 be appointed by the President on the recommendation of the minister;

10 (ii) The Executive Secretary must a professor or Senior Instructor of  
11 Christian Religious knowledge in any University or Theological institution of  
12 any of the five blocs of CAN;

13 (iii) The Executive Secretary shall be the Chief Executive officer of  
14 the Agency and shall be responsible for the execution of the policy and the day-  
15 to-day administration of the Council:

16 (iv) The Executive shall hold office-

17 (a) For a term of five years in the first instance and may be re-  
18 appointed for another term of five years and no more; and

19 (b) On such terms and conditions as may be specified in his letter of  
20 appointment.

Other Employees  
of the Council

21 **10.**-(i) The Board shall appoint for the Council such officers and other  
22 Employees as it may, from time to time, deem necessary;

23 (ii) The terms and conditions of service (including remunerations,  
24 allowances, benefits and pensions) of officers and employees of the agency  
25 shall be as determined by the Board with the approval of the Minister.

Pension and  
Gratuities

26 **11.**-(i) The service in the agency shall be approved service for the  
27 purpose of the Pensions Act and accordingly, employees of the agency shall be  
28 entitled to pensions, gratuities and the retirement benefits as are presented  
29 under the Pensions Act;

30 (ii) Notwithstanding the provisions of this Act, nothing in this Act

1 shall prevent the appointment of a person to any office on terms which  
2 preclude the grant of pension, gratuity or other retirement benefits in respect  
3 of that office; and

4 (iii) For the Purpose of the application of the provisions of the  
5 pensions Act, any power exercisable by a minister or the authority of the  
6 Federal Government, other than the power to make regulations under  
7 section 23 of the pensions Act is hereby vested in and shall be exercisable by  
8 the Council and not any other person or authority

9 **12.** The Council shall establish and maintain a fund into which Funds of the  
10 shall be paid and credited- Council

11 (i) Take off grant from the Federal government;

12 (ii) Annual subvention from the federal government;

13 (iii) Loans and grant-in-aid from individual, national, bi-lateral and  
14 multilateral agencies;

15 (iv) Rents, fees and other internally generated revenues from  
16 services provided by the agency; and

17 (v) All the sums accruing to the Council, from time to time.

18 **13.** The Council may, from time to time, with the approval of the Expenditure of  
19 Board apply the proceeds of the funds established under 12 section of this the Council  
20 Act-

21 (a) To the cost of the administration of the Council;

22 (b) To the payment of emoluments, allowances and benefits of  
23 members of the Board and for reimbursing members of the board or of any  
24 committee set up by the Board for such expenses as may be expressly  
25 authorized by the Board;

26 (c) To the payment of balances, fees or other remunerations and  
27 benefits or allowances, gratuities and pension and their benefits payable to  
28 the officers and other employees of the Council;

29 (d) For the development and maintenance of any property vested in  
30 or owned by the Council; and

	1	(e) For aid in connection with all or any of its functions under this Act
	2	or in such other securities as may, from time to time, be approved by the
	3	minister.
Annual statements and accounts	4	<b>14.-(i)</b> The Council shall, not later than 31st August each, submit to
	5	the minister an estimate of its expenditure and income (including payments to
	6	the Council fund) for the next succeeding year; and
	7	(ii) The Council shall keep proper records in relation to those
	8	accounts in respect of each year and shall have its accounts audited in
	9	accordance of existing Federal Government regulations.
Annual Reports t	10	<b>15.-(i)</b> The Council shall prepare and submit to the Federal Executive
	11	Council through the minister, not later than six months after the end of each
	12	year a report in such form as he may direct on the activities of the Council
	13	during the preceding year;
	14	(ii) A copy of the audited accounts of the Council for the preceding
	15	year as well as the auditors report shall also be submitted to the minister; and
	16	(iii) The Council shall thereafter submission of the report to the
	17	minister publish same on its website.
Power to accept gifts	18	<b>16.-(i)</b> The Council may accept any gift of land or other property on
	19	such terms and conditions, if any, as may be specified by the person or
	20	organization making the gift; and
	21	(ii) The Council shall not accept any gift if the conditions attached by
	22	the person or organization offering the gift are inconsistent with the functions
	23	of the Council and the provisions of the independent corrupt practices and
	24	allied offences commission act 2000.
Powers to borrow	25	<b>17.-(i)</b> The Council may from time to time borrow by overdraft or
	26	otherwise such sums as it may require for the performance of its functions;
	27	(ii) The Council shall not, without the approval of the minister,
	28	borrow money which exceeds, at any time the limit set by the minister;
	29	(iii) Notwithstanding subsection (1) of this Section where the sum to
	30	be borrowed is in foreign currency the Council shall not borrow the sum

1 without the prior approval of the minister.

2           **18.** The Council may subject to the Provisions of this Act and the Investment  
3 conditions of any trust created in respect of any property invest all or any of  
4 its funds in any security prescribed by the trustee investment Act or in such  
5 other securities as may, from time to time, be approved by the minister.

6           **19.**-(i) The Council shall be exempt from the payment of income Exemption from  
7 tax on any income occurring from investments made by the Board for the tax  
8 Council; and

9           (ii) The provisions of any enactment relating to the taxation of  
10 companies on trust fund shall not apply to the Council

11           **20.**-(i) Subject to the provisions of this Act the provisions of the Limitations of  
12 Public Officer's Protection Act shall apply in relation to any suit against any lawsuit against  
13 officer or employee of the Council; the Council

14           (ii) Notwithstanding anything contained in any other document,  
15 the lawsuit against a member of the Board or the Executive secretary or any  
16 other offices or employee of the Council for any act done in pursuance or  
17 execution of this Act or any other enactment or law or any public duty or  
18 authority in respect of any alleged neglect or default in the execution of this  
19 Act, shall not be instituted in any court unless it is commenced-

20           (a) Within three months next after the act, neglect or default  
21 complained of; or

22           (b) In the case of a continuation of damage or injury within six  
23 months next after the ceasing thereof.

24           (iii) No lawsuits may be commenced against a member of the  
25 Board or the Executive Secretary or any other officer or employee of the  
26 Council before the expiration of a period of one month after a written Notice  
27 of the intention to commence the lawsuit shall have been served on the  
28 Council by the intended plaintiff or his agent;

29           (iv) The notice referred to in subsection 3 of this section shall  
30 clearly and explicitly state the causes of the action, the particulars of the

	1	claim, the name and place of the abode of the intending plaintiff and the
	2	relief(s) being sought.
Service of documents	3	<b>21.</b> A notice summons or other documents required or authorized to
	4	be served on the Council under the provisions of this Act or any other
	5	enactment or law may be served by delivering it to the Executive Secretary or
	6	on the principal office of the Council.
Restriction on Execution against property of the Council	7	<b>22.</b> In any action or lawsuit against the Council no execution or
	8	attachment of process in the nature thereof shall be issued against the Council
	9	unless not less than 30 days' notice of the intention to execute or attach has been
	10	given to the Council.
Indemnity of Officers	11	<b>23.</b> A member of Board or the Executive Secretary or any officer or
	12	employee of the Council shall be indemnified out of the assets of the Council
	13	against any liability incurred by him in any proceeding, whether civil or
	14	Criminal, if the proceeding is brought against him in his capacity as a member
	15	of the Board, Executive secretary, officer or other employee of the Council.
Secrecy	16	<b>24.-(I)</b> A member of the Board or the Executive Secretary or any
	17	officer or employee of the Council shall-
	18	(a) Not for his personal gain, make use of any information, which has
	19	come to his knowledge in the exercise or is obtained by him in the ordinary
	20	course of his duty as a member of the Board, officer or employee;
	21	(b) Treat as confidential any information which has come to his
	22	knowledge in the exercise of his power or is obtained by him in the
	23	performance of his duties made this Act; and
	24	(c) Not disclose any information referred to under paragraph (b) of
	25	this subsection, except when required to do so by a court or in such other
	26	circumstances as may be permitted by the Board, from time to time.
	27	(ii) Any person who contravenes the provision of subsection (1) of
	28	this section commits an offence and is liable on conviction to a fine of not less
	29	than N500,000 or imprisonment for a term not exceeding two years or both.

- 1

25. The Council may, with the approval of the Minister, make such

Regulations
- 2

regulations as in its opinion are necessary or expedient for giving full effect
- 3

to the provisions of this Act and for the administration of its provisions.
- 4

26. This Bill may be cited as the National Council for Christian

Citation
- 5

Education Bill, 2023.

## 1 SCHEDULE

## 2 SUPPLEMENTARY PROVISIONS RELATIONSHIP TO THE BOARD

3 1. The First Board may make Standing Orders regulating its  
4 proceedings or that of its committees; Subsequent Boards may amend the  
5 Standing Orders.

6 2. The Chairman of the Board shall preside at all its meetings, and in  
7 his absence members present shall appoint one of them to preside.

8 3. The quorum at the meeting of the Board shall be one third of the  
9 members, not including ex-office members of the Board.

10 4. The Board shall meet not less than three times each year and the  
11 Board shall meet whenever it is summoned by the chairman; and if required to  
12 do so, by notice given to him by no less than five other members, he shall  
13 summon a meeting of the Board to be held within 14 days from the date the  
14 notice was given.

15 5. Where the Board desires to obtain the advice of any person on any  
16 matter, the Board may co-opt such a person; such a co-opted person may attend  
17 and speak at Board meetings but shall not be entitled to vote at any meeting of  
18 the Board and his presence shall not count in determining whether a forum has  
19 been formed or not

20 *Committees*

21 6.-(1) Subject to its Standing Orders, the Board may appoint such a  
22 member of a Standing and, or ad hoc committees as it thinks fit to consider and  
23 report on any matter.

24 (2) A committee appointed under subsection (1) above shall-

25 (a) Consist of Board Members and an officer of the Council shall  
26 serve as its Secretary;

27 (b) A Quorum of the Committee shall be one third of the members;

28 (c) No Committee shall consist of less than five members;

29 (d) Proceedings and voting shall be guarded by the approved Standing  
30 Orders;



1 (e) All decisions of the committees will be recommendations to the  
2 Board, and no decision of any committee shall be regarded as Board  
3 decision until the Board has met and ratified the report or sections of it  
4 thereof; and

5 (f) No anticipatory approval shall be given to any committee  
6 report.

7 (3) (a) The Board may also appoint a committee made up of non-  
8 board members and staff-

9 (a) A staff shall be the Secretary of such an ad-hoc committee.

10 7. The fixing of the seal of the Council shall be authorized by the  
11 signature of the chairman or any other person generally or specifically  
12 authorized by the Board to act for that purpose and that of the Executive  
13 Secretary.

14 8. Any contract or instrument which, if made by a person not being  
15 a body corporate would not be required to be under seal may be made or  
16 executed on behalf of the Council by the Executive Secretary or any other  
17 person generally authorized by the Board to act for that purpose.

18 9. Any document purporting to be a contract, instrument or other  
19 document duly signed or sealed on behalf of the Council shall be recovered  
20 in evidence and shall unless contrary is proved presumed without further  
21 proof to have been so signed or sealed.

22 10. The Validity of the membership of the Board or any of its  
23 committee shall not be affected by:

24 (a) Any vacancy in the membership of the Board or committee; or

25 (b) Any defect in the appointment of a member of the Board or  
26 committee; or

27 (c) Reason that any person not entitled to do so took part in the  
28 proceedings of the Board or committee.

## EXPLANATORY MEMORANDUM

This Bill seeks to establish the National Council for Christian Education for the purpose of regulating and setting standards.