

CES 717

Compulsory Ethiopian Standard

First Edition

SHIP AGENT SERVICES REQUIREMENT

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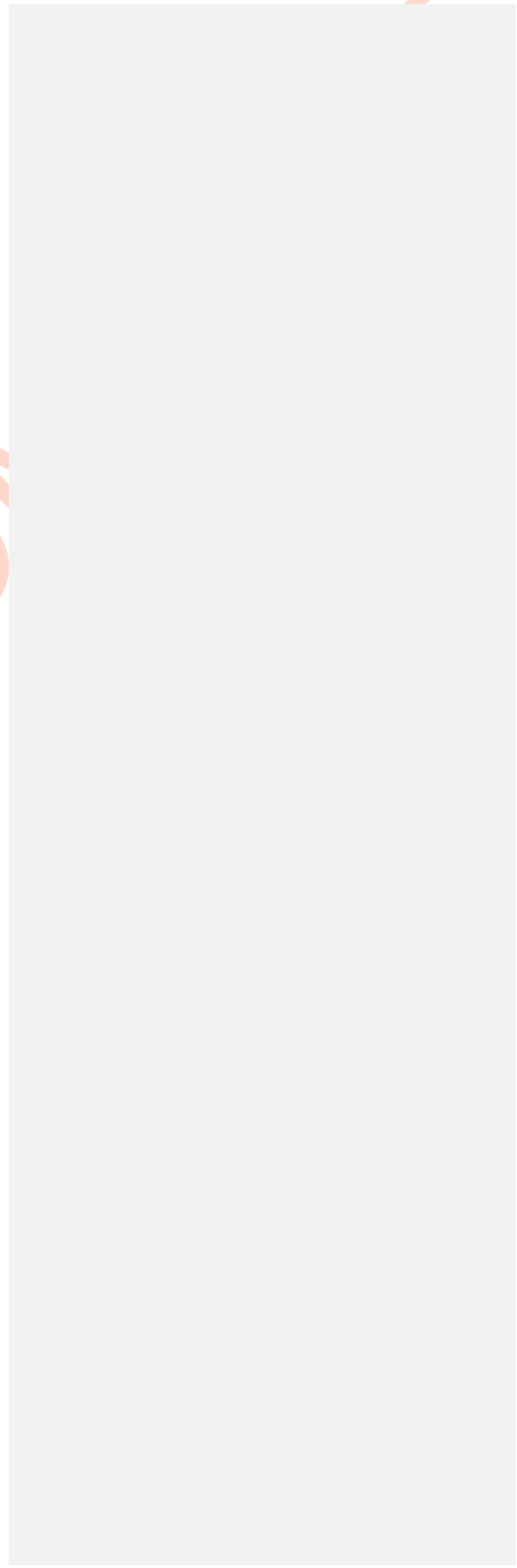
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**SHIP AGENT SERVICES
REQUIREMENT**

FOR PUBLIC COMMENT



1. Scope

This Ethiopian standard specifies requirement for **vessel clearance, cargo handling, container management, crew assistance, husbandry services**, documentation, financial administration, communication, and coordination with all parties **involved in a ship's port call** to ensure the vessel's operations in port are safe, compliant with regulations, efficient and cost-effective.

This Standard applies to all registered and licensed Ship Agents by applicable national laws.

2. Normative References

- UNCTAD/ST/SHIP/13: Minimum Standards for Shipping Agents (1988).
- **Hamburg Rules (1978)**. Package limitation
- FONASBA Quality Standard.
- UN/CEFACT Minimum Standards for Ship Agents.
- Ethiopian Commercial Code.
- UNCLOS provisions on LLDC transit rights.
- Ethiopian maritime code
- Ethiopian Freight forwarding and ship agent Regulation No 37/1998
- **Multimodal Transport of Goods Proclamation 548/2007**
- **Maritime Sector Administration Proclamation 549/2007**

3. Terms and Definitions

- **Principal**: Ship-owner, charterer, or cargo owner.
- **Accreditation**: Formal approval by Ethiopian Maritime Authority.
- **Cargo Documentation**: Bills of lading, manifests, delivery orders, stowage plans.
- **Electronic Transport Record**: Legally valid electronic equivalent of paper bills of lading.
- **Protective Agency**: Representation of ship owner's interests at port.

3.1 Ship Agent: A company or individual duly authorized under Regulations 37/1998 to act on behalf of a ship owner, carrier, principal, or shipping line in relation to vessel operations, cargo handling, documentation, and related maritime services.

3.2 Bill of Lading (B/L): A transport document issued by the carrier or its authorized agent acknowledging receipt of cargo for shipment and serving as evidence of the contract of carriage and, where applicable, document of title.

3.2.1 Master Bill of Lading means a transport document issued by the ocean carrier, airline or other actual carrier to a freight forwarder, evidencing receipt of cargo and the contractual obligation of the carrier to transport the cargo under the terms agreed with the forwarder;

3.2.2 "House Bill of Lading" means a transport document issued by a freight forwarder to a shipper, evidencing receipt of cargo and the contractual obligation of the forwarder to arrange or provide carriage of that cargo to the named consignee;

3.3 Cargo Manifest:

A document containing details of all cargo loaded on board a vessel, including cargo description, quantity, weight, consignee information, ports of loading and discharge, and other relevant particulars.

3.5 Carrier: The shipping line, vessel owner, charterer, or any party responsible for the transportation of cargo by sea under a contract of carriage.

3.6 Consignee: The person, company, or entity entitled to receive the cargo at the destination as specified in the transport documents.

3.7 Dangerous Goods:

Substances, materials, or articles classified as hazardous under applicable international regulations, including the International Maritime Dangerous Goods (IMDG) Code.

3.8 Delivery Order (DO): A document issued by the carrier or its agent authorizing the release of cargo or containers to the rightful consignee or authorized party.

3.9 Hague–Visby Rules

The international convention governing certain rights, obligations, liabilities, and responsibilities relating to the carriage of goods by sea.

3.11 IMO

The International Maritime Organization, the specialized agency of the United Nations responsible for maritime safety, security, and environmental protection.

3.12 IMDG Code

The International Maritime Dangerous Goods Code issued by the International Maritime Organization for the safe transportation of dangerous goods by sea.

3.13 ISPS Code

The International Ship and Port Facility Security Code established under the SOLAS Convention to enhance maritime security.

3.14 Lien

The legal right of a ship agent, carrier, or service provider to retain possession of cargo, documents, or freight proceeds until outstanding charges are paid.

3.15 MARPOL

The International Convention for the Prevention of Pollution from Ships.

3.16 Multimodal Transport

The transportation of goods under a single contract involving at least two different modes of transport.

3.17 Release Order

A document authorizing the release of cargo, containers, or transport equipment to an authorized party.

3.18 Rotterdam Rules

The United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea.

3.19 Seaway Bill (SWB)

A non-negotiable transport document evidencing receipt of cargo and the contract of carriage without serving as a document of title.

3.20 Shipper

The person, company, or entity that delivers goods for transportation and is identified as the shipper in the shipping documents.

3.21 SOLAS

The International Convention for the Safety of Life at Sea.

3.22 UNCLOS

The United Nations Convention on the Law of the Sea.

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3.23 Port Clearance" means a process of fulfilling port's formalities for import and export cargo on behalf of consignor or consignee within port area until the import cargo is brought out from the port or the export cargo is loaded onto the ship;

3.24 Ship" means any kind of floating object used for maritime transport and includes vessel;

3.25 Shipping Agency" means the representation of an owner, charterer or operator of a ship in canvassing and booking cargo or passenger and providing services to the ship inland and at port as necessary and includes the coordination of stevedoring and shore handling services;

3.26 Goods" means any property including live animals as well as containers, pallets or similar articles of transport or packaging, supplied by the consignor;

3.27 International Multimodal Transport" means the carriage of goods by at least two different modes of transport on the basis of a multimodal transport contract from a place at which the goods are taken in charge by the multimodal transport operator to a place designated for delivery. The operations of pick-up and delivery or goods carried out in the performance of a unimodal transport contract, as defined in such contract, shall not be considered as multimodal transport;

3.28 Multimodal Transport Operator" means any person who on his own behalf or through another person acting on his behalf concludes a multimodal transport contract and who acts as a principal, not as an agent or on behalf of the consignor or of the carriers participating in the multimodal transport operations and who assumes responsibility for the performance of the contract;

3.29 Multimodal Transport Contract" means a contract where by an international multimodal transport operator undertakes, against payment of freight, to perform or to effect the performance of a multimodal transport;

3.30 Multimodal Transport Document" means a document which evidences a multimodal transport contract, the taking in charge of the goods by the multimodal transport operator, and an undertaking by him to deliver the goods in accordance with the terms of that contract;

3.31 License" means a business license issued by the authorized body to carry out shipping agency.

3.32 CoC means a certificate of competency issued by the national authorized body

4. General requirement for Ship Agent Services

4.1. Legal Registration and Licensing

The ship agent shall:

- a) Be legally established and registered as a business entity in accordance with applicable national laws and regulations
- b) Obtain and maintain all licenses and permits required for shipping agency and related operations.
- c) Ensure that all licenses, permits, and registrations remain valid throughout the period of operation and shall make such documents available upon request by the competent authority.
- d) Perform the business of Ship Agency services only upon acquiring a license.

4.2. Professional requirements

4.2.1. The ship agent shall employ and maintain at least four qualified and experienced professionals in the following areas: -

- a. First degree or above in business field, transport, logistics and supply chain management, shipping, maritime law, business law or related fields from a recognized university or college, and work experience with shipping companies or shipping agents or freight forwarders in managerial positions at least for two years.
- b. FIATA Diploma , College diploma in business field, transport, logistics, shipping or related fields and work experience of at least four years
- c. Foreign Ship Agent company shall employ personnel in accordance with the applicable national labor laws and regulations.

4.3. Renewal of License

Licenses will be renewed in accordance with the following procedures:

- 4.3.1. The ship agent shall renew its Certificate of Competency annually from the date of issuance.
- 4.3.2. The ship agent shall apply for renewal 30 days prior to expiry date of the license.

- 4.3.3. All requirements for initial issuance of license shall remain in force during renewal of the license.
- 4.3.4. The ship agent shall submit valid trade registration and tax clearance documents along with the application for renewal of the license.
- 4.3.5. The ship agent shall submit renewal applications in formats accepted by the licensing authority.
- 4.3.6. The ship agent license shall be subject to cancellation if an application for renewal is not submitted within sixty (60) days following the expiry date of the license.
- 4.3.7. The ship agent shall be liable for the penalty fee determined by the licensing authority after 10 days from the license expiry dates

4.4. Organizational Structure and Governance

- 4.4.1. The ship agent shall establish and maintain an organizational structure that clearly defines responsibilities, authorities, and reporting relationships.
- 4.4.2. The ship agent shall designate competent personnel responsible for vessel clearance, operational management, cargo operation, container management, shipping documents, port clearance, compliance management, and quality assurance.
- 4.4.3. The ship agent shall maintain documented job descriptions and responsibilities for all key positions.
- 4.4.4. The office of the ship agent shall be equipped with a minimum of office furniture and modern information communication technology (ICT) equipment and systems that supports: -
 - a) Ship operation monitoring and follow-up systems;
 - b) Digital document management systems;
 - c) Information and cyber security systems; and
 - d) Modern operational automation systems to support efficiency and service reliability

4.5. Financial Capacity

4.5.1. The ship agent shall maintain sufficient financial resources to sustain operational activities and meet contractual obligations according to the national applicable Law.

4.5.2. The Ship agent shall maintain valid professional indemnity insurance, liability insurance, or other appropriate insurance coverage commensurate with the nature and scale of operations.

4.5.3. Evidence of insurance coverage shall be available for verification by the competent authority upon request.

4.5.4. Ship agents shall demonstrate financial resources adequate to their business, evidenced by references from banks, financial institutions, auditors, or reputable credit reference companies, to the satisfaction of the national authorities or professional associations.

4.5.5. For a shipping agency, the minimum paid-up capital required shall be as per the limit specified by National Law Birr ~~1,000,000~~, and this capital must be supported by the financial references specified above.

4.5.6. The ship agent shall own or lease a facility of not less than 5,000 square meters, comprising a container terminal and general cargo warehouse, and shall provide the official address, layout plan, together with a registered lease agreement or ownership documentation issued by the competent authority.

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4.6. Insurance and Liability

4.6.1. Liabilities of Ship Agent

4.6.1.1. A ship agent shall be liable for the total or partial loss or damage or delay of goods.

4.6.1.2. The Shipping Agent shall carry out his duties with due diligence.

4.6.1.3. The Shipp Agent shall be liable for defaults in the performance of his duties, in particular he shall be liable for loss of or shortage of or damage to the goods or delay in delivery of the goods.

- 4.6.1.4. The liability period for goods commences from the time the ship agent takes over the goods until delivered or as specified in the contract for carriage.
- 4.6.1.5. The liability period for the goods in container depots or warehouse commences from the time the goods are unloaded from the vehicles or train, and end at the time the goods are loaded on trucks for dispatch or delivery.
- 4.6.1.6. The ship agent is liable for any damage or loss of the goods by acts or neglects of the freight forwarder, its employees or its servants.
- 4.6.1.7. The ship agent shall be exempted from liability if the damage or loss is caused by act or neglect of the cargo owner or by force majeure.
- 4.6.1.8. If goods are not delivered in **thirty days** → **twenty days** from the time limit agreed in the contract of carriage or, if such an agreement is not made, **sixty days** from the time of taking over the goods for carriage, the goods are evidenced as lost.
- 4.6.1.9. A cargo owner compensated for loss or damage of goods shall request the ship agent to notify him if goods are discovered within a period of one year, and the ship agent is obliged to notify him in writing when such goods are discovered.
- 4.6.1.10. The cargo owner shall be entitled, within thirty (30) days of notification regarding the recovery of goods deemed lost under Clause 3.1.6, to request redelivery of the goods upon refunding any compensation received and paying the applicable charges indicated in the consignment note.

4.6.2. Limitations of Liabilities

The limitations of liabilities of the ship agent are governed as following:

- 4.6.2.1. The ship agent shall not pay in excess of the market value of the lost or damaged goods at the time and place of delivery.
- 4.6.2.2. When the values of the goods are not known, the payment shall not exceed SDR 835 per package or 2.5 per kilogram of gross weight of the goods lost or damaged.
- 4.6.2.3. When value and nature of goods are declared and made part of the contract, liability shall be made in reference of the market values of the goods at the time and place of delivery of the goods.
- 4.6.2.4. Compensation for delay of cargo shall be two and half times the freight amount but will not exceed the value in the contract document.
- 4.6.2.5. Units of measurement shall mean packages, pallets or containers but sacs or bags shall not be considered as units of measurement for compensation.
- 4.6.2.6. When a ship agent is liable for a loss arising from delay, such liability shall not exceed the amount of revenue related to the service causing the delay.
- 4.6.2.7. When the liabilities involve the agents or servants of the freight forwarder, the total claims shall not exceed the limits stated under 4.2.1 to 4.2.6 above.
- 4.6.2.8. The freight forwarder, as far as applicable to the relevant rules, shall have general lien to the goods.
- 4.6.2.9. The time bar for raising claims against loss or damage or delay is twelve months from the date of occurrence of damage or loss or from the contract date for delivery of the goods.
- 4.6.2.10. For claims from third parties, the ship agent has the right to subrogate the customer up on request from the customer.

5. Responsibilities of ship Agent

5.1. Container Management

The shipping agent shall:

- 5.1.1. The Agent shall confirm the loading of cargo or containers, shall inform the Supplier and Trade Route, and shall collect the Seaway Bill (SWB) or Mate's Receipt from the Carrier or Vessel Master.

- 5.1.2. The Port Agent shall allocate vessel space, including broken stowage, for containers. Other Agents booking cargoes through the load port shall consult with the load port Agent and remain within the allotted space.
- 5.1.3. The Agent shall send weekly booking reports and shall submit loading reports within 48 hours of vessel sailing, specifying the number of 20ft, 40ft, and special containers.
- 5.1.4. The Agent shall prepare cargo manifests that specify container counts, cargo type, weight, and measurements. For hazardous cargo containers, the manifest shall include IMO class, UN number, and direct delivery details.
- 5.1.5. The Agent shall distribute all required cargo documents—including Bills of Lading, stowage plans, manifests, exception lists, hatch lists, dangerous cargo lists, heavy/long cargo lists, and Mate's Receipts—within 72 hours of vessel departure.
- 5.1.6. The Agent shall indicate the port of discharge and inland destination on the cargo manifest.
- 5.1.7. The Agent shall follow up on the release of empty containers to the Shipper and shall notify the carrier upon successful gate-in at the port.
- 5.1.8. Issue or authorize the issuance of the Equipment Interchange Receipt (EIR) for the release, transfer, or return of containers.
- 5.1.9. Ensure that containers are inspected before release to shippers and after return from consignees to verify structural integrity, cleanliness, suitability for loading, and operational condition.
- 5.1.10. Maintain an effective system for container allocation, inventory management, tracking, monitoring, and control throughout the transport chain.
- 5.1.11. Manage the positioning, storage, release, return, and repositioning of empty containers to ensure operational efficiency and continuity of service.
- 5.1.12. Maintain accurate records and tracking systems to monitor container movements from release to final return.
- 5.1.13. Establish documented procedures for container release to authorized parties and return of containers within agreed free-time periods.

- 5.1.14. Ensure that damaged, contaminated, or unserviceable containers are identified, recorded, segregated, and withdrawn from service until repaired or declared fit for use.
- 5.1.15. Implement measures to prevent unauthorized use, theft, loss, or misuse of containers.
- 5.1.16. Coordinate with terminals, depots, transport operators, customs authorities, and other relevant stakeholders to facilitate efficient container movement and utilization.

5.2. Shipping Instructions

The shipping agent shall:

- 5.2.1. Receive and verify shipping instructions submitted by the shipper or its authorized representative.
- 5.2.2. Ensure that shipping instructions contain complete and accurate information regarding the shipper, consignee, notify party, cargo description, quantity, weight, volume, number of packages, container details, ports of loading and discharge, freight terms, and any special handling requirements.
- 5.2.3. Review shipping instructions for consistency with booking information and applicable legal, customs, safety, and regulatory requirements.
- 5.2.4. Notify the shipper promptly of any discrepancies, omissions, inaccuracies, or incomplete information requiring correction.
- 5.2.5. Process shipping instructions within agreed service timelines to avoid delays in shipment processing.
- 5.2.6. Maintain records of shipping instructions and subsequent amendments for traceability and audit purposes.
- 5.2.7. The ship agent shall represent the principal in all shipping business services, including coordination with coastal port agents to safeguard transit rights under UNCLOS.
- 5.2.8. The ship agent shall arrange for vessel arrival and departure through liaison with foreign port agents, secure berths, and complete inward and outward clearance with customs, immigration, and port authorities, ensuring compliance with SOLAS, MARPOL, and ISPS regulations.
- 5.2.9. The ship agent shall prepare and lodge multimodal manifests, stowage plans, cargo loading and discharge lists, delivery orders, and other cargo documentation. The agent shall issue

bills of lading in conformity with Hague–Visby Rules and Rotterdam Rules, ensuring accuracy of cargo particulars.

- 5.2.10. The ship agent shall arrange crew changes, welfare, medical assistance, visas, and repatriation in coordination with coastal agents, and facilitate inland logistics support for crew and cargo transfers, consistent with the ILO Maritime Labour Convention.
- 5.2.11. The ship agent shall procure ship stores, bunkers, repairs, and other supplies necessary for safe and efficient vessel operation.
- 5.2.12. The ship agent shall collect freight, inland transport charges, and port disbursements on behalf of the principal, maintain transparent accounts, provide regular financial reports, and exercise due care when handling monies, in line with UNCTAD Minimum Standards.
- 5.2.13. The ship agent shall canvas cargo, market shipping services, and provide information on booked cargo, utilization of vessel space, and inland transport statistics. The agent shall act as liaison between principals, shippers, consignees, dry port operators, and coastal port agents.
- 5.2.14. The ship agent shall attend to claims on behalf of principals, ensure compliance with national law and international conventions, and guard against fraudulent practices, acting with honesty, integrity, and impartiality.
- 5.2.15. The ship agent shall maintain proper records of cargo loaded, discharged, stuffed, and de stuffed at dry ports, as well as financial transactions, and provide regular reports to principals on vessel performance, inland logistics, and port operations.
- 5.2.16. The ship agent shall ensure proper preparation, signing, and issuance of bills of lading, including re issuance, switch bills, copy bills, and corrections, strictly following national regulations and international conventions.
- 5.2.17. The ship agent shall have a general lien on cargo, documents, and freight proceeds for any amount due from the principal, including inland transport charges, port disbursements, agency fees, and commissions. This lien shall be exercised in accordance with Hague–Visby Rules, and applicable national law

5.3. Bill of Lading Management

The shipping agent shall:

- 5.3.1. Prepare, issue, amend, surrender, and release Bills of Lading in accordance with applicable laws, international conventions, contractual obligations, and shipping line procedures.
- 5.3.2. Ensure that all information contained in the Bill of Lading accurately reflects the approved shipping instructions and cargo particulars.

5.3.3. Verify that the Bill of Lading contains all mandatory information required by applicable legal and commercial requirements.

5.3.4. Issue Bills of Lading within established service timelines following cargo loading confirmation.

5.3.5. Maintain procedures to prevent unauthorized issuance, alteration, duplication, forgery, or misuse of Bills of Lading.

5.3.6. Ensure the confidentiality and integrity of shipping documents and customer information.

5.4. Delivery Order and Release Order Management

The Ship agent shall:

5.4.1. Issue Delivery Orders and Release Orders only to authorized parties upon fulfillment of all applicable documentary, financial, customs, and regulatory requirements.

5.4.2. Ensure that Delivery Orders and Release Orders contain accurate and complete information relating to the consignee, cargo, container details, and release conditions.

5.4.3. Issue Delivery Orders and Release Orders within agreed service timelines to facilitate efficient cargo clearance and delivery.

5.4.4. Maintain records of all Delivery Orders and Release Orders issued, amended, cancelled, or surrendered.

5.4.5. Establish controls to prevent fraudulent cargo release and unauthorized collection of cargo or containers.

5.4.6. Notify customers promptly of any holds, restrictions, customs requirements, or outstanding obligations affecting cargo release.

5.5. Customer Service and Communication

The ship agent shall:

5.5.1. Provide timely and accurate information regarding vessel schedules, cargo status, container availability, documentation requirements, tariffs, and service conditions.

5.5.2. Inform customers promptly of delays, schedule changes, service disruptions, cargo irregularities, or other events affecting cargo movement.

5.5.3. Maintain effective communication channels for customer inquiries, complaints, requests, and service support.

5.5.4. Respond to customer inquiries and complaints within established service performance targets.

5.5.5. Maintain records of customer communications, complaints, corrective actions, and resolutions.

5.5.6.

5.6. Records and Documentation Management

The ship agent shall:

- 5.6.1. Establish and maintain documented procedures for the creation, verification, issuance, storage, retrieval, retention, and disposal of operational records and documents.
- 5.6.2. Ensure that records are accurate, complete, secure, traceable, and readily available for inspection by authorized authorities.
- 5.6.3. Maintain electronic or manual systems for document management and data security.
- 5.6.4. Retain records for a period specified by contractual requirement and applicable law.
- 5.6.5. Protect customer and commercial information from unauthorized access, disclosure, alteration, or loss

5.7. Insurance Responsibilities

The ship agent shall

- 5.7.1. Maintain adequate insurance coverage appropriate to the nature, scope, and scale of its operations and liabilities.
- 5.7.2. Clearly communicate to customers the applicable terms and conditions relating to liability, compensation, limitations of liability, and claims procedures.
- 5.7.3. Claims relating to cargo loss, damage, shortage, delay, or other service-related incidents shall be handled in accordance with applicable laws, contractual obligations, and established claims procedures.
- 5.7.4. Maintain documented procedures for receiving, investigating, processing, and resolving claims within reasonable timeframes.

6. Customer Responsibilities

6.1 The customer shall provide complete and accurate information, submit all required permits, licenses, and certificates, and ensure the accuracy of all documentation provided.

6.2 The Customer shall immediately notify the Shipping agent of any changes to its registered address, email address, telephone number, or other contact information.

6.3 In case of unforeseen circumstances Shipping agent shall act in the best interest of the customer extra costs and charges have to be borne by the customer.

- 6.4 The customer shall remain liable for all its obligations without any reduction or deferment on account of any claim or set-off.
- 6.5 The customer shall be liable to the shipping agent for all loss or damage, costs expenses and official charges resulting from the customers inaccurate or incomplete information or instructions or the handling over by the customer or any person acting on his behalf to the freight forwarder or to any other person to whom the freight forwarder may become liable, of goods having caused death or personal injury.
- 6.5 The customer shall Provide details about loading measurement or weight, types and qualities, marks, labels and numbering of goods as well as names, addresses and relevant details of shippers and consignees.
- 6.6 The customer shall State specific features and characteristics of goods, perishability and value of goods.
- 6.7 The customer shall Give any limitations or hindrances with respect to trade marks, import/export license, statutory or legal requirements in importing or exporting country.
- 6.8 The customer shall Provide information about the nature, type, specific characteristics, special-handling requirements of perishable and hazardous goods.
- 6.9 The customer shall Settle payments for services in time and in full.
- 6.9 The customer shall Handle all transactions in dealing with freight forwarders with transparency; conformity with legal and lawful acts at all times

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7. QUALITY, SAFETY, AND RISK MANAGEMENT

The ship agent shall

- 7.1. Comply with IMO conventions, including SOLAS, MARPOL, and the ISPS Code.
- 7.2. implement cargo security procedures to safeguard shipments against theft, tampering, and unauthorized access
- 7.3. Report accidents, incidents, and losses immediately to the relevant authorities.
- 7.4. Maintain pollution prevention measures in accordance with international and national environmental regulations.
- 7.5. Train employees on safety, emergency response, and environmental protection procedures.

- 7.6. support green logistics initiatives, including measures to reduce emissions, promote energy efficiency, and encourage sustainable practices
- 7.7. Establish, implement, and maintain a documented quality management system to ensure consistent service delivery and continual improvement.
- 7.8. Manage in a manner that minimizes the risk of loss, damage, contamination, theft, or deterioration of cargo, containers, and shipping operations.
- 7.9. Establish and maintain a risk management framework addressing operational, financial, safety, security, environmental, and regulatory risks.
- 7.10. Maintain to address cargo, liability, property, environmental, and operational risks, as applicable appropriate insurance coverage.
- 7.11. Establish procedures for incident reporting, corrective actions, emergency preparedness, and business continuity.

8. Insurance Coverage

The ship agent shall maintain insurance coverage, as applicable, including:

- a) Professional indemnity insurance;
- b) General liability insurance;
- c) Employer's liability insurance; and
- d) Any additional insurance required by law, contractual obligations, or competent authorities.

9. CUSTOMER SERVICE, COMPLAINTS, AND DISPUTE RESOLUTION

The ship agent shall

- 9.1. Establish and maintain an accessible customer service system during normal business hours and through appropriate communication channels.
- 9.2. Acknowledged within twenty-four (24) hours of receipt to the Customer complaints.
- 9.3. Investigated and resolved Complaints within five (5) working days, except where the complexity of the matter requires an extended investigation period, in which case the customer shall be informed accordingly.
- 9.4. Maintain documented procedures for the receipt, investigation, resolution, monitoring, and recording of customer complaints.

9.5. Establish a structured escalation mechanism to address unresolved complaints and disputes, including internal review procedures and, where applicable, referral to competent regulatory or dispute-resolution bodies.

9.6. Maintain Records of complaints, disputes, corrective actions, and resolutions for monitoring, audit, and continual improvement purposes.

9.7. periodically analyze complaint trends and customer feedback to identify opportunities for service improvement and enhanced customer satisfaction

- a) The ship agent shall maintain adequate financial capacity to:
 - a) Advance port disbursements on behalf of principals, where required;
 - b) Meet operational and administrative expenses;
 - c) Ensure continuity of business operations; and
 - d) Comply with financial security, guarantee, or bond requirements imposed by competent authorities.

10. Quality, Safety, and Environmental Management

The ship Agent establish, implement, and maintain management systems and operational controls to ensure service quality, occupational health and safety, and environmental protection. The agency should, where applicable:

- a) Maintain certification to relevant ISO management system standards;
- b) Implement occupational health and safety management practices consistent with ISO 45001 principles;
- c) Comply with applicable environmental protection requirements;
- d) Provide or have access to cargo scanning equipment, where required by regulation;
- e) Provide or have access to calibrated weighbridges, where applicable;
- f) Maintain adequate fire detection and firefighting systems; and
- g) Ensure the availability of equipment and procedures necessary for the safe handling of hazardous cargo.