GARRIGUES
Newsletter

Transport
& Shipping

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## CONTENTS

## 1. NEW DEVELOPMENTS IN CIVIL LIABILITY INSURANCE FOR THE CARRIAGE OF PASSENGERS BY SEA

Royal Decree 270/2013, of April 19, 2013, on the certificate of insurance or financial security for civil liability in the carriage of passengers by sea in the event of accidents was published in the Official State Gazette on May 9, 2013. The Royal Decree aims to regulate the issuance and control of the certificate of insurance or other financial security covering the civil liability of carriers by sea in the event of the death of, or personal injury to, passengers as a result of an accident, as referred to in article 3 of Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (the "European Regulation") by reference to article 4bis of the 1974 Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, as amended by the 2002 Protocol to the Convention, appearing in Annex I to the European Regulation and, in turn, establishing measures to enforce the obligation for civil liability cover established in the European Regulation.

The Royal Decree requires any carrier that actually performs the whole or a part of the carriage by sea to hold insurance or financial security covering its liability in respect of the death of, or personal injury to, passengers as a result of an accident at sea, pursuant to the provisions of the Athens Convention and the 2002 Protocol to it. The financial security or civil liability insurance will be formally arranged vis-à-vis the Directorate-General of the Merchant Navy (the "DGMM"). The DGMM will issue a certificate attesting to the existence of such insurance or security. The certificate must be carried on board and in its absence no vessel engaging in the international carriage of passengers by sea can sail and/or arrive at/depart from a Spanish port.

A distinction can be drawn between the different moments in time when these provisions enter into force, depending on the type of traffic and vessel concerned, as summarized below:

- in the case of international carriage (between two ports in different countries), the obligations under the European Regulation have been in force since December 31, 2012;

- in the case of domestic carriage (between two Spanish ports), by virtue of transitional provision 1 of the Royal Decree, and as was permitted by the European Regulation, two transitional periods are established for the entry into force of the insurance or financial security obligation:

    - in respect of Class A ships, as defined in article 4 of Royal Decree 1247/1999, of July 16, 1999, on safety rules and standards applicable to passenger vessels, the obligation to have insurance or financial security as required in the European Regulation enters into force on December 31, 2014; and

    - in respect of Class B ships, the obligation becomes effective on December 31, 2018.


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The Royal Decree also provides for the type of entity that, as far as the DGMM is concerned, can offer insurance, the conditions and term of such cover, the enforcement/penalty regime and other aspects.

Lastly, the DGMM is given the power to hand down decisions implementing the Royal Decree and the Minister for Development power to make legislation applying and implementing the Royal Decree and, in particular, to authorize P&I clubs not belonging to the International Group of P&I Clubs to provide civil liability cover – a highly interesting prospect for certain clubs and shipowners operating in Spain.

## 2. NEW DEVELOPMENTS AFFECTING RAIL AND AIRPORT REGULATORS

June 5, 2013 saw the publication in the Official State Gazette of Law 3/2013, of June 4, 2013, creating the National Markets and Antitrust Commission, which entered into force on June 7, 2013.

The Law modifies the current system of regulatory supervision by creating a new agency, the National Markets and Antitrust Commission (the "CNMC"), which combines the existing National Antitrust Commission with the majority of the industry supervisory authorities, namely: the National Energy Commission, the Telecommunications Market Commission, the Rail Regulation Committee, the Airport Economic Regulation Commission, and the National Postal Industry Commission.

Until the new CNMC is up and running, which must happen within four months from the entry into force of Law 3/2013, the Law provides for the interim creation of a Rail and Airport Regulation Committee (the "CRFA"), whose functions will now not only include the supervision of rail charges but also airport charges, hence the change in its name. The functions hitherto assumed remain unchanged.

The CRFA will immediately perform two tasks: supervise the future consultation by AENA (the Spanish airports manager) of airlines as regards airport charges for 2014, and ensure that the 2014 modification and update proposal submitted by AENA to the CRFA is compliant with the provisions of the Air Safety Law.

## 3. NEW DEVELOPMENTS AFFECTING SHIPPING AND PORTS IN LAW 2/2013, OF MAY 29, 2013, ON PROTECTION AND SUSTAINABLE USE OF THE COASTLINE AND AMENDING COASTAL LAW 22/1988, OF JULY 28, 1988

Law 2/2013, of May 29, 2013, on protection and sustainable use of the coastline and amending Coastal Law 22/1988, of July 28, 1988 was published in the Official State Gazette on May 30, 2013 and entered into force the following day.

The reform of the former 1988 Law is due to the experience amassed over past decades and seeks to offer legal certainty by establishing a framework in which legal relationships along the coastline can continue in the long term.

In relation to the system of concessions, the Law increases the maximum term for which concessions can be granted to seventy-five years (matching the maximum term set in the Public Authority Assets Law and the revised Water Law).

Furthermore, in relation to marinas, the term of a given concession will be whatever is determined by the corresponding instrument, although it can never be longer than seventy-five years.

The Law amends article 181.e), of Legislative Royal Decree 2/2011, of September 5, 2011, approving the revised State Ports and Merchant Navy Law, as regards the due for occupying the port public domain that is applicable when the concession or authorization holder is a not-for-profit sailing or other sports club. The Law provides that where the concession or authorization holder is such a club, a 30% reduction will be made to the amount of the due associated with land areas, water areas and works and facilities used exclusively for water sports, for which purpose the instrument granting the concession must include a plan defining the surface area, works and facilities used for that purpose. If the holder has berths granted under a concession or authorization, at least 80% of those berths must be intended for craft with a length of less than 12 meters to qualify for the reduction. Article 212.2 of Legislative Royal Decree 2/2011 is also amended to indicate that substitutes designated in relation to the due on cargo are jointly and severally liable for fulfilling the substantive and formal obligations flowing from the tax obligation, and that the port authority may go against any of them severally.

New rules for calculating the charge for occupying and using coastal public land are also established for marine fish farming.

The term of concessions for occupation in ports that are not of general interest or that directly permit the occupation of coastal public land on which the port complex is built, as a result of a public works concession contract, may be extended on the same terms and conditions as those provided for in the State legislation on ports of general interest. In such cases, the duration of the extension cannot be longer than one-half of the maximum term established in the State legislation for port public domain concessions in ports of general interest.

As regards authorizations, the maximum term has been increased from one to four years.

Lastly, final provision 3 provides that the Government must, within six months following the entry into force of Law 2/2013, approve a revision of the general regulations expanding on and implementing Coastal Law 22/1988, of July 28, 1988, and make such secondary legislation as is necessary to flesh out and implement Law 2/1013.

## 4. APPLICATION TO THE EU TO SET ASIDE THE NEW SPANISH "TAX LEASE SYSTEM"

As reported in the January 2013 issue of the Newsletter, the new tax lease system entered into force in Spain on January 1, 2013 with Law 16/2012, of December 27, 2012 adopting various tax measures aimed at shoring up public finances and boosting economic activity.

Among other changes, Law 16/2012 amends the so-called "tax lease system" established for certain finance lease agreements, applicable to the acquisition of certain assets, including vessels that are not mass produced.

The new tax lease system, which replaces the former regime—still the subject of an ongoing investigation by the European Commission in State aid case no. SA.21233 C/2011 (ex NN/2011)—, was approved by the Commission in a Decision dated November 20, 2012 in case SA.34736 (Early depreciation of assets acquired through a financial leasing) and published in the Official Journal of the European Union on December 13, 2012.

However, a Dutch shipyard filed an application at the General Court ("GC") of the European Union on March 8, 2013 (Case T-140/13) to annul the Commission Decision approving the new tax lease system.

The main ground on which annulment of the Decision is being sought is that the Commission purportedly failed to comply with article 108(3) TFEU (Treaty on the Functioning of the European Union) and article 4 of Council Regulation (EC) No 659/1999 laying down detailed rules for the application of article 93 of the EC Treaty. The applicant argues that, in view of the circumstances of the case, as well as the insufficient and incomplete nature of the substantive examination by the Commission during the preliminary examination procedure, there is sufficient evidence of the existence of serious difficulties as to the assessment of the proposed measure. The Commission was therefore not properly able to conclude, following its preliminary examination, that the measure in question was not State aid within the meaning of article 107(1) TFEU. The Commission had no choice but to open the formal investigation procedure under article 108(2) TFEU.

Although the ground for annulment is purely procedural, in practice the case will limit the application of the new tax lease system to shipbuilding in Spain since, if the Commission Decision is annulled and it is concluded that it is illegal State aid, the proceeding could result in recovery of any amounts received by beneficiaries of the new tax lease system, a scenario not unlike that of the previous incarnation of the tax lease system, which is still pending a Commission decision under State aid case no. SA.21233 C/2011 (ex NN/2011).

## 5. ADAPTATION OF SHIPBUILDING INCENTIVES AND FINANCING TO EU LEGISLATION

April 11, 2013 saw the publication in the Official State Gazette of Royal Decree 237/2013, of April 5, 2013, amending Royal Decree 442/1994, of March 11, 1994, on Shipbuilding Incentives and Financing, with a view to bringing it into line with EU law.

The new Framework on State Aid to Shipbuilding (2011/C 364/06) published on December 14, 2011 in the Official Journal of the European Union no. C 364 (the "Shipbuilding Framework"), permits aid for research, development and innovation and for investment applicable to the shipbuilding industry and, also, permits aid in the form of State-supported credit facilities where they comply with the terms of the 1998 OECD Arrangement on Guidelines for Officially Supported Export Credits and with its Sector Understanding on Export Credits for Ships dated February 28, 2002.

As a result of the Shipbuilding Framework, it became necessary to adapt the pre-existing Royal Decree 442/1994, of March 11, 1994, on Shipbuilding Incentives and Financing, to both the specific terms and the term of validity (until December 31, 2013) of the Shipbuilding Framework.

Accordingly, the following changes are introduced by Royal Decree 237/2013, which entered into force the day after the date of its publication:

- in the part relating to the scope of application and definitions, the reports required by the EU legislation are modified and the definition of the types of watercraft contained in the Shipbuilding Framework is included;

- the provisions on the conditions for an operating incentive (which envisaged the possibility of granting aid linked to the commissioning of vessels from certain market segments where unfair competition had caused significant damage to the shipbuilding industry) are deleted, given that such incentive is no longer valid;

- a restructuring incentive is established with a view to helping improve the industry's competitiveness through such forms of support for the shipping industry as are compatible from time to time with EU legislation;

- the terms of loans qualifying for the subsidized interest rate regulated in the Royal Decree are established, with the operating incentive being eliminated on the one hand, and with the terms of financing for loans to shipowners or to third parties for the types of shipbuilding and ship conversion indicated in articles 6 and 7 of Royal Decree 442/1994, and for credit facilities on OECD conditions in the case of fishing vessels of not less than 100 gross tons (gt), being established, on the other.

Apart from other nomenclature adaptations, the Royal Decree mentions in its Preamble that, by virtue of the Commission Decision dated May 30, 1982 in State aid cases SA.34583 (2012/N) - Spain and SA.34584 (2012/N), Spain has considered that the prolongation of its financing scheme for the export of ships and of its horizontal aid scheme for shipbuilding, in relation to the Royal Decree, is compatible with the Treaty on the Functioning of the European Union.

## 6. EXPANSION IN THE SCOPE OF APPLICATION OF TICKET SUBSIDIES FOR AIR AND SEA TRAVEL

Since April 1, 2013, the Ministry of Development has expanded the scope of application of the ticket subsidies for air and sea travel aimed at residents of the Canary and Balearic Islands, as well as those of Ceuta and Melilla.

Until now, price reductions for air and sea travel by residents in nonmainland territories applied to Spanish citizens and to nationals from other EU Member States, European Economic Area States and Switzerland.


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In the case of tickets sold on or after April 1, 2013, as envisaged in additional provision 13 of the 2013 General State Budget Law, the aid program will now also apply to citizens of third countries who are relatives of residents already qualifying for the subsidy, and to citizens of third countries who are long-term residents.

In either case, proof of residence in the Canary or Balearic Islands, or in Ceuta or Melilla must be provided by producing a certificate of registered domicile issued by the municipal council in question and the relevant valid residence permit, until these two new groups of beneficiaries are integrated into the automated proof-of-residence system (known by its Spanish acronym "SARA"). Since October 1, 2012, the SARA has been available to all airlines and shipping companies, as well as booking agencies, with a view to facilitating the procedure for citizens to prove their residence.

## 7. JUDGMENT DATED APRIL 18, 2013 RENDERED BY THE COURT OF JUSTICE (FIRST CHAMBER): FRANCE FOUND IN BREACH OF RAIL TRANSPORT DEREGULATION RULES

Following on from its recent judgment of February 28, 2013 (Case C-483/10), in which Spain was found to have failed to fulfill its obligations under EU law on the deregulation of rail transport, on April 18, 2013 the Court of Justice of the European Union handed down a similar ruling against France.

That case (C 625/10) involved an action under article 258 TFEU for failure to fulfill obligations filed by the European Commission, as applicant, against the French Republic, as defendant, with the Kingdom of Spain appearing as intervener. The Commission sought a declaration from the Court of Justice that the French Republic had failed to fulfill its obligations under Council Directive 91/440/EEC of 29 July 1991 on the development of the Community's railways (OJ 1991 L 237, p. 25), as amended by Directive 2001/12/EC of the European Parliament and of the Council of 26 February 2001 (OJ 2001 L 75, p. 1) ("Directive 91/440"), and article 14(2) of Directive 2001/14/EC of the European Parliament and of the Council of 26 February 2001 on the allocation of railway infrastructure capacity and the levying of charges for the use of railway infrastructure and safety certification (OJ 2001 L 75, p. 29), as amended by Directive 2007/58/EC of the European Parliament and of the Council of 23 October 2007 (OJ 2007 L 315, p. 44) ("Directive 2001/14"), according to which the entity entrusted with the exercise of essential functions listed in article 6 of Directive 91/440 must be independent of the undertaking which provides rail transport services.

The Court accepted that in France, although the railway infrastructure manager, the RFF, is a body that is independent of the SNCF, which, in turn, operates the rail services, the SNCF is nonetheless responsible for certain essential functions relating to the allocation of train paths, as such functions are entrusted to a specialist unit within the SNCF, namely the DCF, which is not independent of the SNCF in its legal form, organization or decision-making functions. Accordingly, in order to assume allocation functions, the DCF must also be independent of the SNCF in its legal form, organization and decision-making—it must have separate legal personality from the SNCF and its own bodies and resources, which are also separate from those of the SNCF. Since the legal independence required in article 14(2) of Directive 2001/14 did not exist as between the DCF and the SNCF, the Court

ruled that France had failed to adopt the measures necessary to ensure that the entity entrusted with the exercise of essential functions listed in Annex II to Directive 91/440 was independent of the undertaking which provided rail transport services.

## 8. JUDGMENT DATED FEBRUARY 28, 2013 RENDERED BY THE SUPREME COURT (CIVIL CHAMBER): CONSTRUCTION OF VESSEL - DELIVERY AND TRADITIO

In its judgment of February 28, 2013, the Supreme Court dismissed a cassation appeal filed by the insurer of the hull of a vessel under construction, in which the insurer contested the decisions of the lower courts disallowing a third-party complaint against the shipyard commissioned to build the vessel.

The shipyard had agreed with the insured party (the owner of the fishing vessel) to build a fishing boat in exchange for a price. As part of that contract, the shipyard had to contribute to the construction project not only labor but also the materials it would use. However, it was not obliged to build the entire boat, as the electromechanical installation was to be fitted by a contractor appointed by the shipowner. The parties to the contract also agreed that delivery of the vessel to the shipowner would be recorded in a public deed and that the shipowner would own the boat under construction in proportion to the installments it had paid.

When the unfinished ship caught fire, the hull stability tests had not yet been carried out and the notarial document evidencing the delivery had not been executed, although the shipowner had already paid 93% of the construction price. Furthermore, when the fire took place, the keys to the boat had been handed over to the shipowner so that the contractor hired by it could carry out its work, especially on the electromechanical installation.

In the opinion of the Supreme Court, the fact that the shipyard had not agreed to perform the electromechanical fit-out of the vessel was decisive in the appeal, which involved a fixed-price works contract, namely a commercial contract, but governed by the Civil Code—articles 1588 et seq., as read in conjunction with articles 2 and 50 of the Commercial Code.

In accordance with those provisions, until the date of delivery (which had not taken place), the shipyard was the owner of the vessel, as it had built that vessel with its own labor and materials. However, when the loss occurred, even though the hull of the vessel had not been delivered by the shipyard in the sense of discharging its obligation to yield up possession of what had been built, it was not in the exclusive possession of the shipbuilder either, as the keys had been handed over to a person acting for the account of the shipowner to enable, as pointed out in the contested judgment, "different trades or companies engaged by the shipowner itself to work on the boat."

In view of that information, there was no basis for holding the shipbuilder liable—under a presumption of breach of the duty of diligent safekeeping—for an outcome whose cause was unclear but which took place beyond the scope of its professional activities and, after all, of its safekeeping duties, in circumstances where the vessel was under the control of the

shipowner and, consequently, under the control of those whom the shipowner had engaged to fit the electromechanical installation on board the vessel, which was linked to the cause of the fire during the proceedings.

Accordingly, the Supreme Court confirmed that the shipyard could not be held liable for work carried out by other trades when such work—specifically the installation of the electrical system—had been directly commissioned by the shipowner and was the cause of the fire.

## 9. JUDGMENT DATED MARCH 6, 2013 RENDERED BY THE SUPREME COURT (CIVIL CHAMBER): LIABILITY OF A BAILEE OF GOODS

In its judgment of March 6, 2013, the Supreme Court dismissed an extraordinary appeal against procedural infringements and a cassation appeal filed by a FOB biodiesel seller against a judgment handed down by the Tarragona Provincial Appellate Court in which, in a claim for deterioration of goods filed by the seller against a bailee, the Court ruled that it had not been proven that the goods had suffered deterioration while in the care of the bailee.

In the claim, the seller argued that the biodiesel had been delivered to the bailee in good condition and that, some time thereafter, it had been piped to the vessel on to which it was loaded. However, following a decision by the purchaser, the fuel was returned by the shipping company to the bailee's facilities after the purchaser had discovered on board the vessel that the biodiesel did not meet the standards of purity required for its resale due to contamination.

In its extraordinary appeal against procedural infringements and cassation appeal, the FOB seller claimed, inter alia, an infringement of article 385 of the Civil Procedure Law—concerning the exemption from the requirement to prove presumed facts and the need to adduce evidence to the contrary in cases involving rebuttable legal presumptions—on the ground that since the bailee had received the product in good condition, it was appropriate to presume that fault for the deterioration lay with the bailee, which was under a duty to look after the goods and keep them safe while they remained in its possession.

The Supreme Court held that although the obligation to look after bailed goods is clearly enforceable, this does not mean that article 1183 of the Civil Code, despite applying to the bailee, establishes a presumption that the goods were lost or suffered deterioration while in its possession. Instead, the presumption is merely that the obligor was at fault based on a factual element that must be proven during the proceeding, namely, that the goods were in the obligor's possession when they were lost or suffered deterioration. Given that, in the case at hand, it had not been evidenced that the bailee extracted the tainted goods, it had not been proven during the proceeding that they had suffered deterioration while in the care of the bailee, as they could have been contaminated on board the vessel after loading. Accordingly, the presumption relied on by the seller could not apply and the validity of the judgment delivered at second instance was confirmed.

## 10. JUDGMENT DATED MARCH 12, 2013 RENDERED BY THE SUPREME COURT (CIVIL CHAMBER): MARINE INSURANCE AND CLAUSES EXCLUDING COVER

In its judgment of March 12, 2013, the Supreme Court confirmed the legal rules applicable to marine insurance contracts and dismissed an extraordinary appeal against procedural infringements and a cassation appeal filed against a lower-instance appeal judgment dismissing a marine casualty claim made by a yacht owner against an insurance company.

In brief, the owner of the yacht (a company that, in turn, leased the vessel, with or without crew), which was insured by the defendant insurance company, made a claim against the insurer in respect of damage arising from an accident caused when the insured vessel maneuvered itself alongside another, larger, vessel in order to load or unload goods at sea while outside the permitted navigation zone.

The appeal court—following the approach taken by the lower court—dismissed the claim due to the applicability of a clause excluding the general terms and conditions incorporated into the insurance contract, pursuant to which, as a general rule, marine casualties occurring outside the navigation zone permitted under the policy constituted excluded risks.

In its appeal to the Supreme Court, the yacht owner cited an infringement of article 3 of Insurance Contract Law 50/1980, of October 8, 1980, which, in addition to making special reference to clauses that limit the rights of insured parties, expressly requires that such clauses be accepted in writing. The appellant claimed that since it had not accepted the clause at issue in writing, it should be regarded as not having consented to the clause, pursuant to article 3 of Law 50/1980.

Dismissing the appeal, the Supreme Court recalled that Law 50/1980 applied to marine insurance contracts, but only on a secondary basis and to the extent that the provisions of the Commercial Code, which continued to apply, were silent on such contracts. Further, to complete the rules on secondary application, it had to be borne in mind that in regulating marine insurance, the Commercial Code recognized that the parties enjoy freedom of contract unless otherwise provided for by mandatory rules.

However, due to the recognition of parties' freedom of contract and its effect on non-mandatory provisions, as well as the express provision on the form of marine insurance contracts contained in the Commercial Code, the mandatory rule on form contained in article 3 of Law 50/1980, of October 8, 1980, did not apply.

In short, the Court did not accept the appellant's assertion that the exclusion clause was invalid because it had not signed the page of the insurance policy incorporating that clause. The Court held that the clause in question contained nothing more than a reference to the legal rules applicable to the contract, but this did not rule out the full inclusion of the exclusion clause in the general terms and conditions incorporated into the insurance contract. Accordingly, since a ground for exclusion had arisen, the insurer was entitled to refuse to honor the claim.

## 11. JUDGMENT DATED JANUARY 28, 2013 RENDERED BY THE CONSTITUTIONAL COURT: NULLITY OF A PENALTY PROVISION IN LEGISLATION ON URBAN PUBLIC TRANSPORT

In its judgment of January 28, 2013, the Civil Chamber of the Constitutional Court decided on a reference for a ruling on unconstitutionality made by Panel Two of the Judicial Review Chamber of Madrid High Court in relation to paragraph 7 of article 16.2.b) of Law 20/1998, of November 27, 1998, on the Organization and Coordination of Urban Transport in the Autonomous Community of Madrid.

The judgment of the Constitutional Court discusses the possible unconstitutionality of that paragraph, as it provides that essential conditions will also include "any others that may be established by regulations." According to the Court, the provision in question conferred an extremely wide discretion on the authorities to establish the types of conduct that could be subject to a penalty, imposing only one restriction: the administrative infringements could relate to any conditions of the authorization or license provided that they could be regarded as essential conditions. There was no substantive delimitation whatsoever or reference to the legal interests the protection of which could warrant the penalty.

The indeterminate legal concept of "essential conditions of the authorization or license" is a statutory parameter which, to a certain extent, steers the regulation in a given direction. However, in the absence of any other statutory indications, the Constitutional Court found that the concept was an overly loose and insufficient legislative guide from the standpoint of the principle of lawfulness as regards penalties. It allowed the authorities to define unlawful conduct ex novo, thereby infringing the procedural safeguard of the principle of lawfulness as regards penalties.

It therefore had to be concluded that the essential elements of the unlawful conduct were not identified in that Law, with the result that the complete definition of those "essential elements" was entrusted to the authorities exercising their discretion in making regulations, contrary to article 25.1 of the Spanish Constitution.

In short, the Constitutional Court upheld the reference for a ruling on unconstitutionality and, accordingly, found that paragraph 7 of article 16.2.b) of Law 20/1998, of November 27, 1998, on the Organization and Coordination of Urban Transport in the Autonomous Community of Madrid was unconstitutional as well as null and void. .

The Order lays down the requirements to be met by persons in order to gain access to the Register, bearing in mind that, as a result of a series of court appeals, the Supreme Court made a material change to Royal Decree 335/2010, enabling legal entities to also act as customs representatives.

The State Tax Agency has therefore created the Register of Customs Representatives provided for in Royal Decree 335/2010. Persons satisfying the stipulated conditions for being customs representatives under that Royal Decree may be included on the register.

All individuals and legal entities represented before the customs authorities with a view to making customs declarations—in order to allocate a customs-approved treatment or use to goods—must have a customs representative. The former concept of 'customs agent' has now disappeared.

Registration on the new Register enables customs representatives to file customs declarations on behalf of third parties, both in the name and for the account of others as well as in their own name and for the account of others, and facilitates the administrative management of the customs procedures in which such representatives act. The Order also establishes the registration application procedure. All persons and companies hitherto authorized by the Department of Customs and Excise and Special Taxes to file customs declarations will be automatically registered on the new Register.

Registration will also enable registrants to file customs declarations on behalf of third parties, both in the name and for the account of others (known as direct representation) as well as in their own name and for the account of others (known as indirect representation).