

1. Which government authority in your country has primary responsibility for the regulation of aviation and the registration of aircraft?

The Cameroon Civil Aviation Authority (CCAA)

2. Can foreign-owned aircraft be registered on your national aircraft register, for example when leased to an airline based in your country?

A foreign-owned aircraft can be registered on the Cameroon national aircraft register as long as it is proven that the said aircraft is not registered on any other International Civil Aviation Organization (ICAO) contracting Member State's national aircraft register. In other words, Cameroon applies the rule that an aircraft can be registered on only one ICAO contracting Member State national aircraft register at any given time.

3. Are there any limits/restrictions on the age of the aircraft that may be registered or operated in your country?

There are currently no known regulatory limits/restrictions on the age of the aircraft that may be registered or operated in Cameroon. Nonetheless, the CCAA reserves the right not to register an aircraft on the Cameroon national register if it "poses a safety risk."

4. Who is entitled to have their interests recorded on your national aircraft register?

The Owner.

5. Would a mortgage governed by a foreign law over aircraft and/or engines be recognised in your country?

Yes.

6. To be recognised under your laws, must a lease or mortgage over an aircraft and/or engines be in a particular form or language, are there any special terms that it must contain and/or must it be registered or filed anywhere?

The official languages of Cameroon are English and French and Cameroon accepts documents written in either language. There is no specific form for the document which may be drafted in any standard form lease agreement or mortgage deed. The lease agreement or mortgage must, however, specify the competent authority in case of litigation.

7. If an engine owned by a third party is installed on an aircraft, would your country's law treat that engine as being subject to the same ownership as the aircraft itself? In other words is there a risk that by physical installation, the engine owner loses its title to the engine or that the engine becomes subject to any mortgage which exists over the aircraft on which it is installed? Would a nameplate fixed on the engine, confirming its separate ownership, make any difference?

The engine will be treated as being subject to the same ownership as the aircraft itself unless the engine is registered separately. A name plate fixed on the engine, confirming its separate ownership, does not make a difference.

8. Has your country ratified and brought into force any of the following aviation related conventions: 1944 Chicago Convention, 1948 Geneva Convention and 2001 Cape Town Convention (with its Aircraft Equipment Protocol)?

Yes, all three of them. Cameroon ratified the Chicago Convention on the 15th of January 1960 and the Geneva Convention on the 21st of October 1969. Cameroon ratified the 2001 Cape Town Convention (with its Aircraft Equipment Protocol) on the 19th of April 2011 so these became effective in Cameroon on 1 August 2011. However Cameroon has yet to make any declarations under the Aircraft Equipment Protocol.

9. Does the local civil aviation authority provide assurances to lessors and financiers as to prompt deregistration of the aircraft (for example the IDERA under the Cape Town Convention)?

Yes, the local civil aviation authority provides assurances to lessors and financiers as to prompt deregistration of the aircraft.

10. Are powers of attorney from a local airline in favour of a lessor or mortgagee likely to be effective to allow the lessor or mortgagee to deregister the aircraft? Can such powers be irrevocable, be governed by a foreign law and/or do they need to be in any particular form for local recognition?

Powers of attorney from a local airline in favour of a lessor or mortgagee is likely to be effective to allow the lessor or mortgagee to deregister the aircraft. Such powers can only be revoked if they have not been executed, can be governed by foreign law and such powers need not be in a particular form for local recognition.

11. Are there any charges which would have to be paid before an aircraft can be deregistered from your national register (e.g. local air navigation fees)?

Yes, there are fees associated to the deregistration of an aircraft in the Cameroon national register. This is fixed by CCAA.

12. Would courts in your country generally uphold a choice of law and jurisdiction clause in an aircraft lease or loan document entered into between commercial parties?

Yes. Generally, the courts in Cameroon will uphold Private International Law rules in the settlement of commercial disputes.

13. If the lease is terminated for lessee default, would the lessor be entitled to repossess (by taking physical possession) of the relevant aircraft or engine or does it need the prior permission or order of a local court or agency?

Generally leave of court is not required for the lessor to take possession of the aircraft or engine under Cameroon law. This is affirmed by Cameroon's declarations under the Cape Town Convention allowing self-help, except where the Convention expressly requires permission from the court.

14. In clear cases of a lessee default is there an effective summary procedure or interim relief available in your courts allowing lessor prompt repossession of the aircraft? Would security be required to avail of such process?

Yes, there are summary procedures under Cameroon law for prompt repossession. There is some form of security that will be required.

15. What is the procedure for a lender to enforce a mortgage over the aircraft or engine in your country when the borrower is in default? For example must the aircraft be sold by the court or can the lender itself take possession and arrange a sale?

If the mortgage expressly allows the lender to take possession and arrange a sale then, in line with answer (13) above, the lender should now be able to use self-help remedies take possession and organise the sale itself, as opposed to having to apply to court for the aircraft to be sold. However there is no decision of the courts here yet on this point.

16. Do the courts in your country have experience of repossession / foreclosure action involving aircraft? If so, please provide some details and indicate the time such proceedings generally would be expected to take from start to finish.

This sort of case would be rare and so it is difficult to estimate time periods, especially where the defaulting party decides to exercise its right to appeal. There is a simplified procedure that is supposed to be fast, but once case goes on appeal, it is considerably slowed down. The timing is something that will hopefully be addressed by subsequent declarations by Cameroon under the Aircraft Protocol.

17. Where an aircraft is leased to (i.e. not owned by) the airline operating it, can that airline create liens or encumbrances over the aircraft for example if it fails to pay suppliers, airport charges or maintenance providers? If so, would the existence of any such liens (e.g. in respect of unpaid airport charges) prevent an owner or mortgagee from repossessing the aircraft?

If the unpaid airport charges are not levied on the aircraft directly, the operator/airline and not the owner of the aircraft will be responsible for the charges. The owner can thus legally repossess his/her aircraft. Legally, the airline cannot create liens on aircraft it does not own. Note: it is the owner's name that is printed on the registration certificate and not that of the operator.

18. Are there any circumstances under your country's laws where a non-operating lessor, owner or a mortgagee could be held liable for damage caused by the aircraft whilst operated by an airline, even if there is no fault on the part of lessor, owner or mortgagee?

This can only be possible if pursuant to a technical investigation (which unravels the circumstances of an incident or accident) or a judicial investigation (which apportions blame) the non-operating lessor is found to be responsible. Nonetheless, it is the operator that is solely responsible for the airworthiness of the equipment it operates.

19. Are there any legal requirements in relation to insurance and/or reinsurance of an Aircraft registered in or operated to/from/within your country? For example is there a minimum liability insurance amount required and must some or all of the cover be taken out with local insurers?

Regardless of the lease agreement between the lessor and the lessee, the lessee must at least insure the leased aircraft to cover passenger and cargo. In aviation matters, there is no known obligation for the cover to be taken with local insurers.

20. Are there any other specific issues arising under your country's laws that you feel a lessor or financier of aircraft or engines ought to be aware of when considering whether to lease or finance an aircraft to be based or registered in your country?

In a case where an aircraft registered on a foreign national aircraft register is operated by an airline based in Cameroon, the Cameroonian operator can use the foreign registered aircraft for a maximum of three months only.