

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

The Civil Aviation Authority

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

Yes

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

No.

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

The Owner but the lessee will be registered as lessee / operator.

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

Not for enforcement locally – see answer 6 below.

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?

No for the lease but a mortgage is only possible if a notarial mortgage bond is registered (so it can then be considered as an imperfect pledge – imperfect because to perfect a pledged the creditor must have possession of the pledged article.

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?

This should not be an issue in Zimbabwe; as long as the engine could be easily removed it would not accede to the aircraft. A nameplate would be wise though.

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 for Chicago and Geneva. The Government tried to accede to the Cape Town Convention but it seems that the required declarations were not made. We are raising the matter with the CAA.

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

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? –

Yes they should be effective, can be irrevocable and governed by a foreign law. There is no 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, all outstanding aircraft and aerodrome fees.

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

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?

A court order would be needed in the absence of co-operation.

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” to question 1 and “Quite possibly” to question 2

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?

Judgment must be obtained and the deputy sheriff will attach and arrange sale in execution.

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.

Very little experience. If the facts are not in dispute it could be achieved within several months.

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?

Yes, this is possible and normally such liens would have to be satisfied first.

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?

No. It is the person causing the damage that will be liable.



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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?

Please contact us for advice case by case. There is no requirement for cover to be taken out 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?

We have strict exchange control regulations.

