

# IATA

## Forwarder Liability

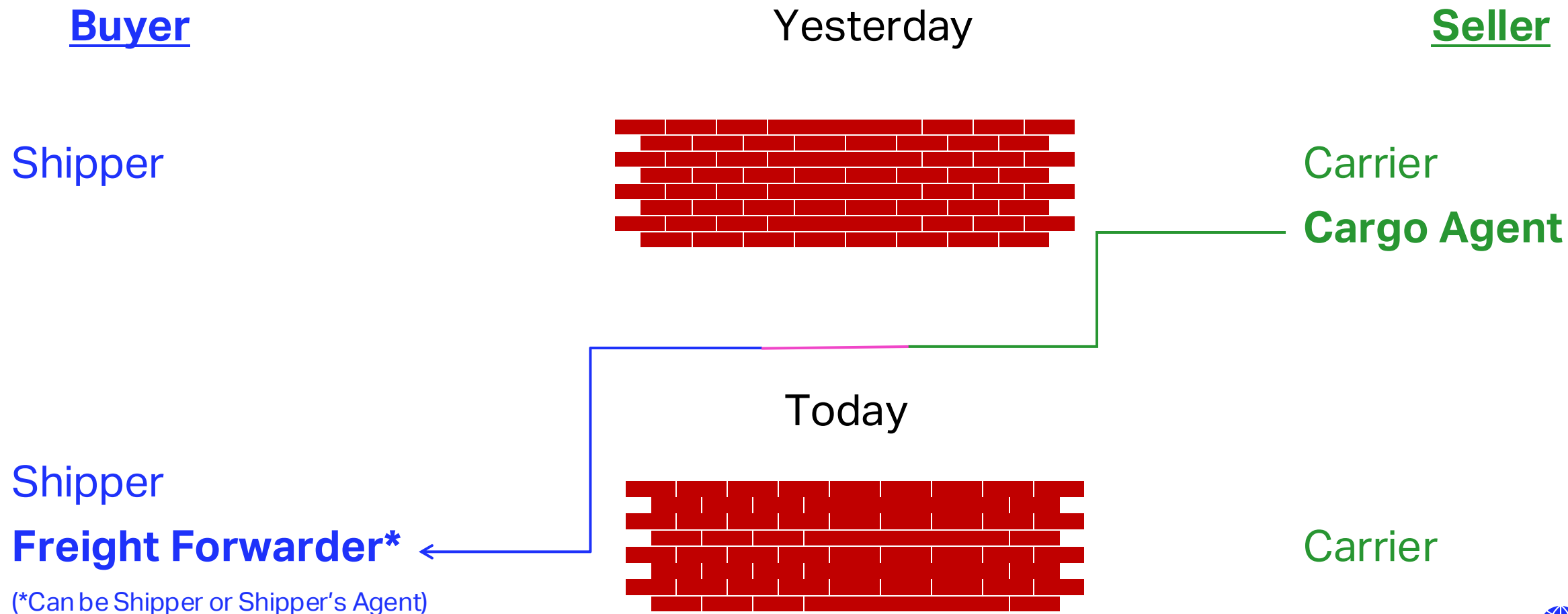
Carlos Tornero

Director Legal Services and  
Deputy General Counsel

**IATA**



# The Changing Role of IATA Cargo Agents



# IATA Standards

## Traffic Conferences

- Passenger & Cargo Agency Conferences
- Passenger & Cargo Services Conferences
- Passenger & Cargo Tariff Conferences



# Example: Cargo Services Conference Resolution

## Air Waybill – Resolution 600a & 600b

4. For carriage to which the Montreal Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed shall be **26 SDRs per kilogram** unless a greater per kilogram monetary limit is provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage.

# Cargo Agent Air Waybill

- Shipper in Shipper Box
- Agent in Carrier's Agent Box

Shipper's Name and Address		Shipper's Account Number		NOT NEGOTIABLE <b>Air Waybill</b>	
ABC Pharma				Issued by	
				Copies 1,2 and 3 of t	
Consignee's Name and Address		Consignee's Account Number		It is agreed that the condition (except as reverse hereof. All go carrier unless specific agrees that the ship carrier deems appro carrier's limitation of l a higher value for	
Issuing Carrier's Agent Name and City		Accounting Informa			
IATA Cargo Agent					
Agent's IATA Code		Account No.			
Airport of Departure (Addr. of First Carrier) and Requested Routing					
To	By First Carrier	Routing and Destination	To	By	To
Airport of Destination		Flight Date		Amount of Insuranc	
Handling Information					
No. of Pieces RCP	Gross Weight	kg lb	Rate Class	Chargeable Weight	Rate Charge
			Commodity Item No.		
					To

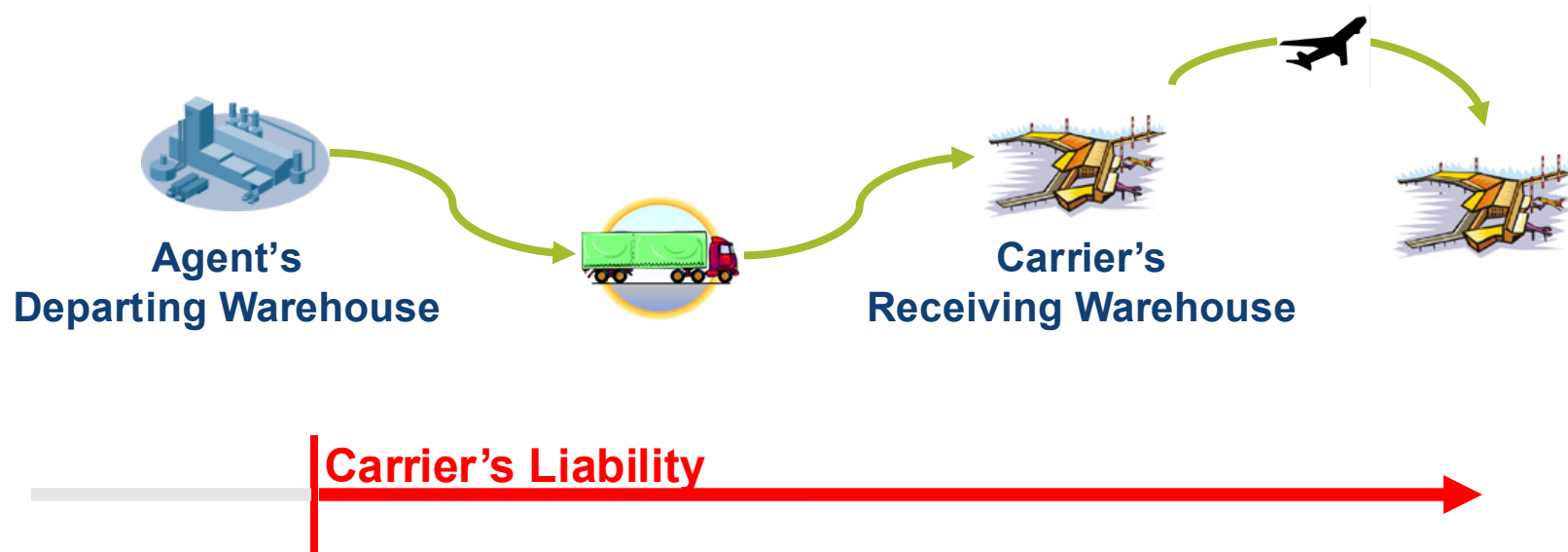
# Forwarder Air Waybill (aka consolidation)

- Forwarder in Shipper Box
- Forwarder in Carrier's Agent Box
- Check your Conditions of Carriage Cargo

Shipper's Name and Address		Shipper's Account Number		NOT NEGOTIABLE <b>Air Waybill</b>	
<b>Forwarder</b>				Issued by	
				Copies 1,2 and 3 of t	
Consignee's Name and Address		Consignee's Account Number		It is agreed that the condition (except as reverse hereof). All go carrier unless specific agrees that the ship carrier deems appro carrier's limitation of l a higher value for	
Issuing Carrier's Agent Name and City				Accounting Informa	
<b>Forwarder</b>					
Agent's IATA Code		Account No.			
Airport of Departure (Addr. of First Carrier) and Requested Routing					
To	By First Carrier	Routing and Destination		To	By
Airport of Destination		Flight Date		Amount of Insuranc	
Handling Information					
No. of Pieces RCP	Gross Weight	kg lb	Rate Class	Chargeable Weight	Rate Charge
			Commodity Item No.		
					To

# Legal Risks

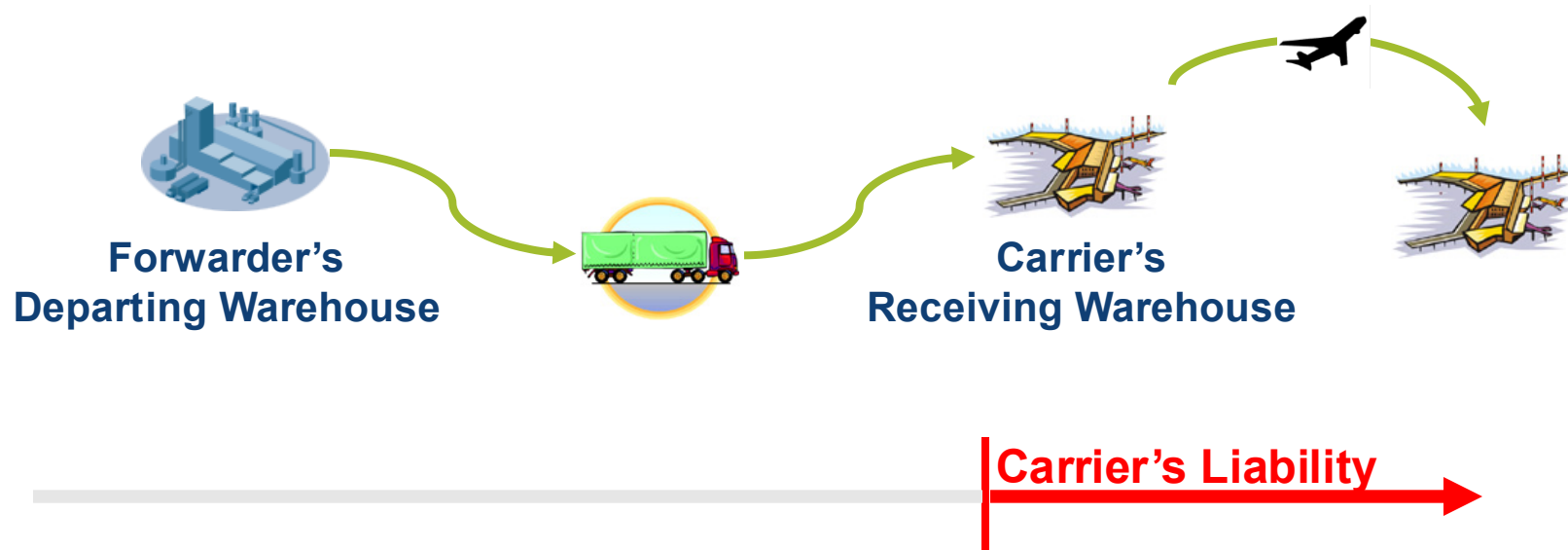
When dealing with a *Cargo Agent*





# Legal Risks

When dealing with a *Forwarder*



# Example: Cargo Services Conference RP

## Recommended Practice 1601 – Conditions of Carriage for Cargo

### Article 1 - Definitions

1.1. "AGENT" - Except when the context otherwise requires any person who has the authority, express or implied, to act for or on behalf of carrier in relation to the carriage of cargo unless that person is acting as SHIPPER with respect to a SHIPMENT governed by these conditions.

# Shipper's Agent? Air Waybill (the "direct air waybill" dilemma)

- ABC Pharma not the customer of the Carrier
- Forwarder not the agent of the carrier

Shipper's Name and Address		Shipper's Account Number		NOT NEGOTIABLE <b>Air Waybill</b>	
<b>ABC Pharma</b>				Issued by	
				Copies 1,2 and 3 of t	
Consignee's Name and Address		Consignee's Account Number		It is agreed that the condition (except as reverse hereof. All go carrier unless specific agrees that the ship carrier deems appro carrier's limitation of l a higher value for	
Issuing Carrier's Agent Name and City <b>Forwarder</b>		Accounting Informa		Accounting Informa	
				Accounting Informa	
				Accounting Informa	
Agent's IATA Code		Account No.			
Airport of Departure (Addr. of First Carrier) and Requested Routing					
To	By First Carrier	Routing and Destination	To	By	To
Airport of Destination		Flight Date		Amount of Insuranc	
Handling Information					
No. of Pieces RCP	Gross Weight	kg lb	Rate Class	Chargeable Weight	Rate Charge
			Commodity Item No.		
					To

# Shipper Agent Air Waybills

## "Direct Air Waybills"

- Carrier doesn't know the Shipper
- On paper, would appear to be the carrier's contracting party
- Can't price risk into the rates
- Who's responsible for the particulars on the Airway Bill?
- What if things go wrong (Dangerous Goods Cargo)?

# Do the IATA Resolutions Provide the Answers?

## RESOLUTION 600a

### Attachment 'B'

#### COMPLETION, DISTRIBUTION AND TRANSMISSION OF THE AIR WAYBILL

##### 4.1 Responsibility for Particulars

The shipper is responsible for the correctness of the data relating to the cargo inserted by the shipper or on the shipper's behalf on the air waybill or furnished by the shipper or on the shipper's behalf to the carrier for insertion in the shipment record.\*

4.1.1 Where such information is provided by means of Electronic Data Interchange, it is the responsibility of the shipper or the shipper's agent to verify contents, accuracy and completeness of the EDI messages and subsequent messages according to the agreed standards and specifications.

4.1.2 The shipper or the **shipper's agent** shall indemnify the carrier against all damage suffered by it, or by any other person to whom the carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the shipper or **on the shipper's behalf**.

\*Contractually incorporates principle from Warsaw and Montreal 99 Conventions.

# Do the IATA Resolutions Provide the Answer?

## RESOLUTION 833

### READY FOR CARRIAGE CONSIGNMENTS

RESOLVED that:

1. an IATA Cargo Agent or Intermediary shall deliver (or arrange for delivery of) consignments to a Member ready for carriage.
2. as used in Resolutions the following requirements shall have been met in order to render a consignment 'ready for carriage':

2.1 the Air Waybill or the Shipment Record shall be issued in accordance with Resolution 600a or Recommended Practice 1670 respectively, accurate and complete in all respects; and in the case of the Air Waybill,

# Do the IATA Resolutions Provide the Answer?

## RESOLUTION 805zz

### Attachment 'A'

#### CARGO INTERMEDIARY AGREEMENT

##### Definitions:

**Forwarder:** in the context of this agreement, an Intermediary which issues air waybills on a principal to principal basis, in accordance with Part 2 of this agreement, and which reflects its EACP **registered company name in both the Shipper and Agent boxes on the air waybill**. Such designation within the EACP does not imply compliance with national government licensing requirements.

...

6.1 The Intermediary shall ensure that consignments are delivered to the Carrier at any location designated by the Carrier for general acceptance of all consignments, properly packed, marked, documented, addressed and labelled, in accordance with the Carrier's specific instructions and the applicable IATA Traffic Conference Resolutions, so as to be Ready for Carriage;

# Do the IATA Resolutions Provide the Answer?

## RESOLUTION 672

### Attachment 'A'

#### IATA MULTILATERAL E-AIR WAYBILL AGREEMENT

##### Article 1—Object and Scope

1.1 This Agreement is intended to permit Freight Forwarder to propose and Carrier(s) to accept and execute contracts for the carriage of cargo shipments by electronic means in lieu of a paper air waybill. Such contracts, defined as Cargo Contracts herein, shall in each case be subject to the Conditions of Contract set forth in IATA Resolution 600i1 which is also included herewith as Annex "A" to this Agreement. Freight Forwarder acknowledges that Freight Forwarder's use of Electronic Communication to effect Cargo Contracts shall constitute its agreement and the agreement of any person for whom it is acting and has authority to act (under Section 3.2) to the Conditions of Contract referenced above as well as to all other provisions of this Agreement. **THE ACCEPTANCE OF CARGO TENDERED FOR CARRIAGE PURSUANT TO THIS AGREEMENT SHALL CREATE, UNLESS THE FREIGHT FORWARDER SPECIFICALLY INDICATES (AS REQUIRED BY SECTION 3.2) THAT IT IS ACTING AS AGENT FOR ANOTHER PARTY APPEARING ON THE AIR WAYBILL OR SHIPMENT RECORD AS THE CONTRACTING PARTY (SHIPPER), AND NOTWITHSTANDING ANY CARRIER CONDITION OF CARRIAGE TO THE CONTRARY, A CARGO CONTRACT FOR THAT CARRIAGE BETWEEN THE CARRIER AND THE FREIGHT FORWARDER.**



# Do the IATA Resolutions Provide the Answer?

## RESOLUTION 672

### Attachment 'A'

#### IATA MULTILATERAL E-AIR WAYBILL AGREEMENT

##### Article 3—Contracting through Electronic Communication

3.2 For shipments to be tendered by the Freight Forwarder as agent of a third party shipper (a "Third Party"), the Freight Forwarder warrants and represents that, prior to entering into such Cargo Contracts, it is authorized by the Third Party to act as its agent for purposes of initiating, processing and concluding Cargo Contracts and acknowledges that the Carrier shall be entitled to rely on this warranty and representation without any obligation to make enquiries as to whether or not such authorization is correct or has been revoked or altered in any way. Furthermore, Freight Forwarder shall receive Cargo Receipts and consents to the use of electronic means in lieu of a paper air waybill on behalf of such Third Party. **Freight Forwarder shall ensure that proper identification is included within such Electronic Communication, or by other means as agreed by the Parties, so that Carrier can recognize that the Freight Forwarder is acting as agent of the Third Party for purposes of concluding a Cargo Contract between the Third Party and Carrier.**

3.3 Freight Forwarder acknowledges and accepts that it is responsible for the correctness and completeness of the particulars and statements relating to the cargo which Freight Forwarder provides in the Electronic Communication to Carrier(s). Freight Forwarder shall indemnify the Carrier(s) against all damage suffered by it, or by any other person to whom Carrier is liable, by reason of the Freight Forwarder's breach of the warranties and representations set out above and for any irregularity, incorrectness or incompleteness of the particulars and statements set forth in the Electronic Communication furnished by the Freight Forwarder on its own behalf or on a Third Party's behalf.



# Thank you!