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THE LIABILITIES OF AN AIR FREIGHT
FORWARDER, ARISING FROM THE AIR
WAYBILL

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Morrison Inc to the 101st

meeting of the AFI

Focus of this presentation: the
international carriage of cargo, by air.

Introduction: the **three*** primary functions of an air waybill –

- an acknowledgement of receipt;
- evidence of the contract; and
- a statutory imperative.

***Also, ICC UCP 600 use**

A word on terminology: the **direct** air waybill, the **master** air waybill and the **house** airwaybill.

Air waybill conditions of contract, within the context of the Conventions –

- may apply to local carriage;
- may not conflict with the Conventions;
- may stipulate higher limits of liability.

The **direct** air waybill: the forwarder as **agent**



Forwarder as **agent** - consequences:

- No obligations owed to the carrier as shipper; may still owe the carrier obligations in terms of cargo agency / forwarder agreements;
- No obligations owed to the shipper as carrier; may still owe the shipper obligations as its agent.

The **master** air waybill: the forwarder as **shipper**



Forwarder as **shipper**- consequences:

- Obligations owed to the actual carrier as shipper;
- Conversely, has rights against the actual carrier as shipper.

The **house** air waybill: the forwarder as **contractual carrier**



Forwarder as **carrier** – consequences:

- Obligations owed to the actual shipper as carrier;
- Conversely, has rights against the actual shipper as carrier;
- NB: Conventions require carriers to maintain adequate insurance cover, covering their liability.

A final word of warning:
applicability of Conventions not a
substitute for standard trading
conditions.

