

## THE COMPLEXITY EFFECT OF FREIGHT FORWARDING TRADE INSTRUMENTS IN PROJECT LOGISTICS

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***Abstract.** Nowadays when the complexity of services provided by freight forwarders is increasing, especially when dealing with multimodal transport or project logistics, unified freight forwarders' documents are one of the main instruments in cross border trade facilitation.*

*While discussing the role of freight forwarder in multimodal transport, the author presents an analysis of several key documents that are commonly used in trade logistics herewith revealing the impact of indeterminacy of freight forwarding responsibilities.*

*The purpose of this article is to introduce the reader to freight forwarders' documents and forms with a focus on the models of usage of FIATA Bill of Lading and FIATA Forwarders Certificate of Receipt.*

*Two scenarios of primary concern, respecting possible schemes of fraudulent usage of FIATA Bill of Lading are revealed in the article together with possible solutions for reducing the risk.*

**Keywords:** Freight forwarder, FIATA, Bill of lading, fraud, trade logistics, Certificate of receipt

### Introduction

Freight forwarders existed for a long time and long before the world discovered the modern use of the word logistics. The history of freight forwarding dates back centuries. As of 1800, the earliest freight forwarders were known to be innkeepers who helped hotel guests hold and re-forward their goods<sup>1</sup>. This system progressed and evolved into

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1 One of the earliest freight forwarders was Thomas Meadows and Company Limited of London, England, established in 1836 (<https://shenfielddepot.smugmug.com/FreightForwarding/Thomas-Meadows-and-Co-Ltd/>)

business to business contracts over the years.

Today, freight forwarder is an active member of transportation process. The main object of forwarder's activity is cargo. The aim of this activity is the organization and control of cargo movement. It is important to understand that a freight forwarder's activity is not only the shipment of cargo itself but, more importantly, the management and arrangement of a whole supply chain process.

The freight forwarders contract may include:

- carriage of goods, agency services and intermediary services;
- logistics services, supply chain services and advisory services;
- storage of goods and warehousing services;
- stevedoring services and ship brokering;
- services, such as customs clearance and other. [1]

When analysing general conditions of freight forwarders in different countries<sup>2</sup> it becomes clear that freight forwarder is a partner for shippers and carriers, who consolidate different interests and needs in the supply chain, deploys expertise and market competency and facilitates traders by providing value added services.

The importance of the freight forwarder's role in the transportation process grows when there is a necessity for multimodal transport. In the international market the product or service is created in one country and sold in another, for this reason a freight forwarder, in general, must deal with different modes, different standards and different habits while at the same time manage to "keep cargo moving" despite the challenges created by evolving trade patterns. [10]

Having considered all the above-mentioned aspects, one can conclude that international freight forwarding is a complicated playground in the field of global trade. In this regard the idea that freight forwarders are "architects of transport", as declared by FIATA<sup>3</sup>, illustrates the commercial position of the forwarder relative to its client. [2]

The objective of FIATA is to help freight forwarders to extent their business worldwide. Freight forwarders are faced with multiple challenges, and one of them is that their services are subject to different jurisdictions. The common process of multimodal transport include three main parts: transporting cargo to the loading port, shipping cargo by sea transport to destination port and delivering it to the final destination. During this process different legal systems vary and, therefore, add to the uncertainty of freight forwarders' liabilities. FIATA has created several documents and forms to establish a uniform standard for freight forwarders worldwide.

The purpose of this article is to introduce the reader to FIATA documents and forms with a focus on the models of usage of FIATA Forwarders Certificate of Receipt (FCR) and FIATA Bill of Lading (FBL) and at the same time to identify the role of these

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2 The author bears in mind NSAB 2015 (Scandinavian countries), ADSp 2017 (Germany), LEBES 2015 (Lithuania)

3 FIATA is a non-governmental organization founded in 1926 which represents an industry covering approximately 40,000 forwarding and logistics firms employing approximately 8-10 million people in 150 countries an international Association with members including National Association Members and Individual Members. FIATA serves as the watchful eye of all participants in the freight forwarding industry.

documents in international trade logistics, while describing cases and possible schemes of fraudulent usage of FBL, which arise during multimodal transportation of goods.

### **Freight forwarders' documents and forms**

For freight forwarders that conduct all or part of the transport themselves, they are principal to customers. Also, if the forwarder does not transport the cargo but issues transport documents like a bill of lading, he will be the contractual carrier to the customer. In these cases, forwarders are liable to customers as real carriers are. [10]

Freight Forwarders mostly design and print their own forwarding instruction forms, which must be filled in by their clients. However, the instruction forms of the various freight forwarders are non-uniform.

Nowadays when the complexity of services provided by freight forwarders are increasing, for instance in multimodal transport or project logistics, the FIATA documents are one of the main uniform instruments in cross border trade facilitation. [8]

In the interest of uniformity and a common layout, FIATA has drafted numerous documents including the FIATA model for forwarding instructions. FIATA forms are aligned to the UN layout key for trade documents, which aim to provide an international basis for the standardization of documents used in international trade.

Since 1955, as part of a membership deal, FIATA has allowed its National Associations to distribute FIATA documents to their Individual Members. Such FIATA documents include:

- FIATA Forwarders Certificate (FCR)
- FIATA Forwarders Certificate of Transport (FCT)
- FIATA Negotiable Multimodal Transport Bill of Lading (FBL)
- FIATA Warehouse Receipt (FWR)
- FIATA Shippers Declaration for the Transport of Dangerous Goods (SDT)
- FIATA Non-Negotiable Multimodal Transport Waybill (FWB)
- FIATA Shippers Intermodal Weight Certification (SIC)

In today's industry, freight forwarders which are individual members can approach their National Associations and request to purchase FIATA documents. Once purchased, freight forwarders fill out the hard copy of the FIATA document and send it to their clients, agents or other relevant counterparts, such as banks, insurers, authorities and other stakeholders of the supply chain.

Only national freight forwarders associations (general members of FIATA) can issue FIATA documents. The documents should have continuous serial numbers. The national freight forwarders shall stamp its seal on FBL before it dispatches the documents to freight forwarders. FIATA requires the issuer of its document to acquire direct insurance that covers the issuer's liability.

An analysis that FIATA conducted in June 2011 revealed the importance of several key documents. This analysis discovered that the FIATA Bill of Lading was the most commonly used document amongst FIATA members. Other popular documents included the FIATA Non-Negotiable Multimodal Transport Way Bill (FWB) and the

FIATA Freight Forwarders Certificate (FCR). [8]

The FIATA Multimodal Transport B/L or FBL is a document designed to be used as a multimodal or combined transport document with negotiable status. By issuance of this FBL, the freight forwarder (a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in the FBL) to the place of delivery designated in the FBL and; (b) assumes the liability based upon FIATA Standard Conditions. These conditions are based upon the UNCTAD/ICC Model Rules for Multimodal Transport, according to which the information in the multimodal transport document is prima facie evidence of the taking in charge by the Multimodal Transport Operator of the goods as described in the Multimodal Transport Contract (unless a contrary indication, e.g. "shipper's weight, load and count", "shipper packed container", or a similar expression, has been made in the printed text or superimposed on the document). [17]

The non-negotiable version of this document is the FIATA Multimodal Transport Waybill or FWB - a document through the issuance of which the freight forwarder (a) undertakes to perform and/or in his own name to procure the performance of the transport, from the place at which the goods are taken in charge (place of receipt evidenced in the FWB) to the place of delivery designated in the FWB.[17]

In general, The FIATA Multimodal Transport Waybill (FWB) is a carrier-type transport document set up by FIATA for the use by freight forwarders acting as Multimodal Transport Operators (MTO). The FWB can also be used as a sea waybill. This document is non-negotiable. A freight forwarding acting as MTO or marine carrier issuing the FWB is responsible for the performance of transport. The freight forwarder does not only assume responsibility for the delivery of the goods at destination, but also for all carriers and third parties engaged by him for the performance of the entire transport. Contrary to the FIATA Multimodal Transport Bill Of Lading (FBL), the FWB must not be presented by the consignee for the delivery of goods at destination.

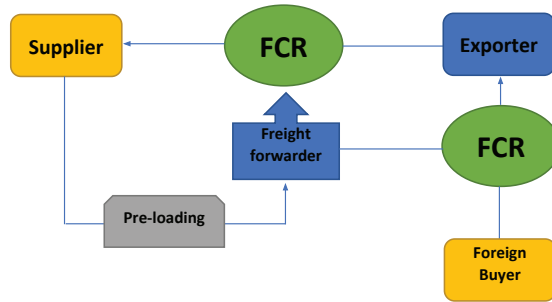
Under FWB, the shipper has rights in goods. But if the shipper fails to exercise his right in goods before the cargo arrives at destination, freight forwarder has the right to deliver the goods without original documents submitted by the consignee. FWB is not a certificate of ownership. Unlike FBL, FWB cannot lead to the transfer of ownership by endorsement and delivery of original documents. [16]

However, FBL and FWB share two similarities. Both are certificates for cargo receipt and include terms and conditions to which freight forwarders commit themselves. The freight forwarder shall assume the obligation of a carrier and deliver the goods to the destination assigned in the documents.

The FIATA Freight Forwarders Certificate (FCR) enables the freight forwarder to provide consignor with a special document as an official acknowledgement that he has assumed responsibility of the goods. The FIATA FCR can be handed to the consignor immediately after the consignment has been received by the forwarder. FCR is non-negotiable. By completing the FIATA FCR the freight forwarder certifies that he is in possession of a specific consignment with irrevocable instructions for dispatch to the consignee shown in the document or to keep it at his disposal.

The forwarder should not issue an FCR unless:

The consignment has been handed over with right to dispatch the goods.  
 The goods appear to be in good order and condition  
 The FCR details match the forwarder's instructions and there is no conflict between the forwarder's obligations under the FCR and the terms of any transport documents issued. [14]

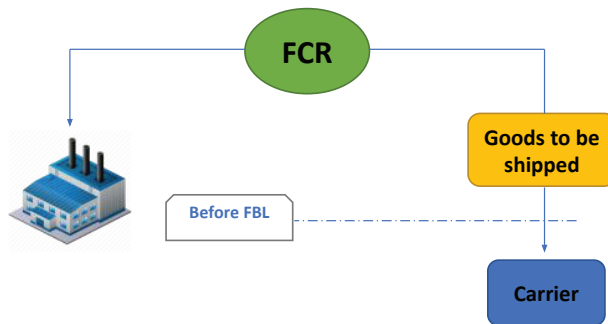


**Figure 1:** Bulk good transaction

*Source: compiled by the author with reference to (Mr. Lin Zhong, 2011)*

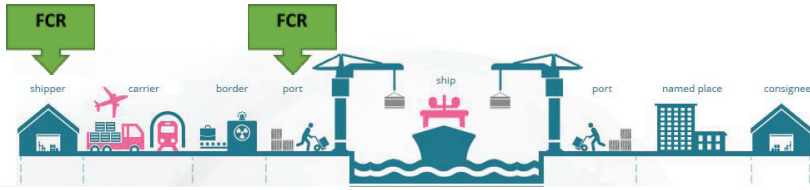
The visual description of usage of FIATA FCR shows the transaction of bulk goods. By issuing FCR a freight forwarder confirms that he has received the goods as stated in FCR with external status, in good condition from Supplier and he has been keeping them to make an irrevocable shipment to Consignee (Foreign buyer) or hold that shipment at Consignee's disposal. FCR is not a transport document because it does not determine the actual delivery; it is just the receipt of goods by the forwarder. [4]

FCR is originally used when the supplier sells the goods under Ex Works (EXW) terms and must prove that they have fulfilled the obligations to the buyer by presentation of FCR. The freight forwarder will issue FBL only when the goods are in his custody and does not have any other claims against such shipments.



**Figure 2:** EXW (Plant delivery)

*Source: compiled by the author with reference to (Mr. Lin Zhong, 2011)*



**Figure 3:** Ex Works and PCR interaction

*Source: compiled by the author with reference to (Mr. Danny DiepTo, 2015)*

It is not mandatory for freight forwarders to issue an FCR only when the goods are stored in bonded warehouses. The FIATA FCR can be given to the consignee immediately after the freight forwarder has received the consignment. By completing the FIATA FCR the freight forwarder certifies that he is in possession of a specific consignment with irrevocable instructions for despatch to the consignee shown in the document or for keeping at his disposal. These instructions may only be cancelled if the original FIATA FCR document is provided to the issuing freight forwarder, and only if he is in a position to comply with such a cancellation or alteration. [14]

### FIATA Multimodal Transport Bill of Lading

Most widely used FIATA document is negotiable FIATA Multimodal Transport Bill of Lading. Originally, the FBL was designed by FIATA for multimodal transport, so that instead of having individual waybills for each of the different modes of transportation, there would be one all-inclusive, standardized document that could be sent from the seller to the buyer, allowing him to acquire the goods. It corresponds to the guidelines set out by UNCTAD (United Nations Conference on Trade and Development) and is recognized by the ICC (International Chamber of Commerce). Designed by FIATA and based on UNCTAD/ICC rules, the FIATA Multimodal Transport Bill of Lading (FBL) is designated as a negotiable status document for use in multimodal transport or as a single transport document for port-to-port shipments. [8]

The FIATA Bill of Lading (FBL) is the most popular document circulating throughout transport industry. In simple terms, the FBL is a document issued by a freight forwarder acting as a contractual carrier to a shipper, acknowledging that specified goods have been received as cargo for conveyance to a named place for delivery to the consignee who is usually identified. It must be noted that the FBL can be issued to order and is in principle a negotiable document.

So, the main reason to use a FBL would be using a freight forwarder instead of working with the carrier direct. FBL issued by the freight forwarders in the capacity of carriers. They usually sign FBL transport document “as carrier”.

The FBL can be used as a traded object and evidences a contract outlining the carriage of goods. Such objectives of the FBL include:

1. A valid contract of carriage that may incorporate the full terms between the consignor and the carrier by reference (Two forms exist: The first, short form, refers to the main contract as an existing document, whereas the second, long form of a bill of lading sets out all the terms of the contract of carriage.)
2. It is a receipt signed by the freight forwarder acting as a contractual carrier confirming whether goods matching the contract description have been received in good condition.
3. It is also a document of title, being freely transferable by endorsement and in such case it is a negotiable instrument in the legal sense. It describes the legal aspects of carriage, and, like a cheque or other negotiable instruments, it may be endorsed to transfer the goods described on the face of the document. It binds the carrier to its terms, irrespectively of who the actual holder of the FBL and/or owner of the goods may be at a specific moment. [14],[15].

The FIATA bill of lading identifies the individual who is warranted possession of the goods at the time of delivery. In paper format Bills of Lading are normally issued in sets of three originals and X copies. The carrier delivers the cargo against presentation of the Bill of Lading and it is not necessary for the holder of the Bill of Lading to present the entire set of Bill of Ladings (the first being accomplished the others stand void). The carrier's duty is to deliver goods to the first person who presents any one of the original Bills of Lading.

The practical application of FIATA FBL can be described like this. Suppose a Lithuanian company wants to sell furniture in China. To settle the transaction, a shipping or freight forwarding agent must be appointed, who, as a FIATA member, may issue the required FBL. The forwarding agent now enters the name of his customer (i.e. the seller), the list of goods, as well as the name of the recipient into the document, and then sends it to his customer. The customer, in turn, sends it on to the buyer of the furniture at the contractually agreed upon time, so that the buyer may pick up the order of goods at the target destination. Delivery of the goods to that destination is the responsibility of the freight forwarder that has issued the FBL. In order not to risk situations where merchandise is delivered, but payment fails, or merchandise is paid for, yet the delivery fails, a bank letter of credit is frequently issued for security during which time the money is managed in trust by the recipient bank (issuing bank) and the sender's bank (advising bank) until the deal is closed. [18]

What this means in terms of the FBL is that in the space marked "Consigned to the order of" the bank of the buyer of the furniture is registered as the authorized recipient. This bank assigns entitlement to the machine to the buyer via endorsement (transfer of rights) on the FBL only after payment of the purchasing price of the furniture is made.

This practical situation illustrates that the FIATA Bill of Lading is prone to switching hands between parties. The last party who is holding the FBL is guaranteed possession of the goods at the time of delivery.

Because of the number of original Bill of Ladings used, the Bill of Lading presents some opportunities for fraudsters to manipulate the commodity traded.

## Fraudulent Use of FIATA documents

Most people would agree that fraud has become somewhat pervasive in today's society. While it is a problem that is likely as old as humanity itself, the increasingly technological world in which we live has, in many ways, changed the nature and scope of fraudulent schemes.

Though, FIATA Documents, as mention before, have an excellent reputation and are recognized as documents of tradition and trust in the world trade, as FBL has gained universal acceptance, cases of fraudulent usage of document has surfaced.

There have been numerous instances of fraudulent FIATA bills of lading being issued in order for criminal parties to obtain payment of funds for cargo that never shipped, obtain improper release of cargo, etc. This activity harms the shipping public and potentially exposes NVOs, national associations, and FIATA itself to liability.[6]

Bill of lading fraud can take many forms, the author has listed only the most common ones [7]:

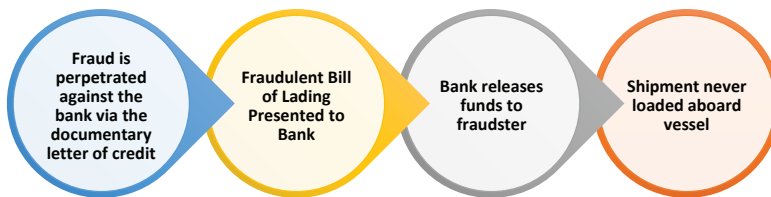
**Pre – dating or post - dating:** confirming loading on a date prior to, or after, the date on which the cargo was loaded. For example, pre-dating a bill of lading only two or three days earlier than the cargo was actually loaded on the ship is fraudulent;

**Misdescription of cargo:** bearing an incorrect description of the quality, quantity or condition of the cargo. The most frequent misdescription of cargo is "clean on board" in respect of cargo which is known to have been damaged in some way;

**Selling same shipment twice:** with a fraudulent Bill of Lading selling the same shipment to two or more consignees.

**Moving cargo intended to be carried under deck "on deck":** claused "shipped under deck" (or bearing no reference to shipment on deck) for cargo which is known to have been loaded on deck;

As respects FIATA FBL, there are two scenarios of primary concern.

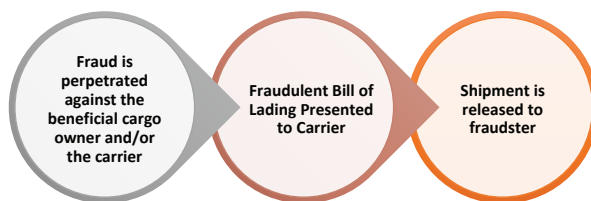


**Scenario 1:** Phantom Shipment

*Source: compiled by the author with reference to (Mr. M.Brown (2017)*

Whilst banks have only limited access which means that they can only recall upon FIATA document number to view its date of issuance, port of loading & destination and details of the issuing member.





### Scenario 2: Cargo Released to Criminal Party

*Source: compiled by the author with reference to (Mr. M.Brown (2017))*

While not frequent, fraud events can be very costly when they do occur. For this reason, a mechanism of cooperation with various parties of transportation process would have to be developed in order to reduce the risk. Firstly, freight forwarders need to carefully verify the identity of partners they are working with (shippers, brokers, carriers etc.), Secondly, it is necessary to verify partners insurance certificate. Thirdly, and most importantly, a freight forwarder should be certain that they have added coverage to their transportation insurance policies to protect them from acts of dishonest third parties such as carriers, drivers and those impersonating them.

Herewith, FIATA developed a system offering FIATA members and their customers an electronic version of the FIATA Bill of Lading (eFBL). The system can be accessed with a registered user ID/password and a bank-grade security token, with no software installation required.

This should eliminate the risk of fraudulent Bills of Lading being presented at destination for collection of goods and ensure that the industry is protected from a new type of fraud, such as hacking and/or online replication of original FBLs or illicit trading and forgery.

### **The importance of standardized documents and procedures in practice of Belarus**

Experience of customs administration in the transport policy of Belarus shows that one of the most important postulates of international trade development is the solution of the question of the state's maximum loyalty when moving vehicles and transported goods across the border and with internal customs clearance.

As a result of the activities of international organizations, initiatives of regional trade blocs, national authorities, there are sufficient mechanisms that help to remove organizational obstacles on the way of international goods and cargo flows. However, success is possible only with the integrated application at all stages of the process of trade facilitation and international traffic, namely:

- information gathering, analysis of procedures, cancellation of unnecessary formalities;

- simplification, harmonization and standardization of formalities;
- creation of conditions for the implementation of procedures and formalities.

Simplification means the process of eliminating unnecessary and duplicating elements in formalities and procedures. The following tools are used for this:

- unification of a number of administrative documents in a single document;
- overlapped processing: the principles of "single window" and "single stop";
- computerization of customs clearance.

Simplification of the administration of customs and border procedures is a prerequisite for effective cooperation with foreign countries organizations. For Belarus, the issue of trade facilitation is of fundamental importance since it helps to integrate with the European Union market and is a sufficiently strong argument in the negotiations on WTO accession.

## Conclusions

1. The role of a freight forwarding evolved over the years making the freight forwarder the architect of the whole supply chain. The freight forwarder has a strong commercial position compared to carriers, especially when dealing with multimodal transport.
2. FIATA documents are a uniform standard for freight forwarders worldwide when the services they provide is a subject of different jurisdictions.
3. FIATA Forwarders Certificate of Receipt is not a transport document because it does not determine the actual delivery. FCR is considered to be just a receipt of goods of Freight forwarder only. The FIATA Multimodal Transport Waybill is a carrier-type transport document, although unlike FBL it is not a certificate of ownership.
4. FIATA Multimodal Transport Bill of Lading is the mostly commonly used and well-known paper document, endorsed by the ICC. It has gained international significance throughout the supply chain industry and greatly benefits trade in millions of examples. However, the FIATA Bill of Lading is prone to switching hands between parties thus enabling criminals for using fraudulent schemes. For this reason, a mechanism of cooperation based on trust with various parties in transportation process would have to be developed in order to reduce the risk.

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