

INTERNATIONAL TRANSPORT

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Abstract

Securing of the commodity transport might influence the results in the international trade considerably. At some goods, transport costs represent an important share of the purchasing price. Moreover, commodity transport is connected with many risks which can influence negatively the expected foreign trade results.

Key words: international transport, railway transport, camion truck transport, marine and river transport, air transport

INTRODUCTION

The trade partners do not usually ensure transport by their own means, but use the services of specialised firms, namely forwarding firms and transport firms, enterprises supplying storing services and others. The quality of their services can influence the final trade operation results considerably.

The way of securing transport is influenced by many factors, namely the character of the goods (whether it is a mass or in pieces, its measurements, weight, whether it is perishable or not, whether it is not dangerous etc.), by the transport distances, price of the product, special demands of the customer and namely the transport possibilities. Those are given by the transport infrastructure, reliability of the roads, regularity and speed of the transport connections etc. (Appleyard and Field, 1995).

In securing the international transport of goods, the enterprise often uses the services of the forwarding firms. They supply a series of services, above all chose the optimum transport road, secure transport services, customs duties, insurance of transport risks, care of the goods during transport, organise so-called collecting service (putting the small amounts of goods together) etc. Forwarding firms sometimes use even their own transport means, build their storing capacities and transfer centres and their endeavour is to supply complex services in securing the transport from house to house (from the sellers store to the buyer's store) (Richardson, 2000).

Share of the freight transport ensured by forwarding firms is estimated at more than 75% with a growing tendency. This trend has several reasons. Above all, it is the extending use of containers, the demands of ensuring the combined transport and the necessity of international co-

operation in their utilisation. In the combined transport, forwarding firms often act as the so-called operators taking over the responsibility for the whole transport from the place of the origin to the delivery place based on one transport document.

If the import or export firm uses the services of a forwarding firm, they conclude a forwarding contract. By this, the forwarding firm is bound to ensure in his name and to the account of the mandator the transport of the thing from a certain place into another agreed place, and the mandator is obliged to pay the remuneration. Forwarding firm is also entitled to having covered the costs connected with fulfilling the mandatorial agreement (transport and other costs) and can demand a sufficient advance payment of these costs.

Forwarding firm issues the documents proving concluding of the contract and taking over the goods by the forwarding firm. Two basic kinds of these documents are Forwarder's Certificate of Receipt – FCR and Forwarder's Certificate of Transport – FCT. In combined transport, some forwarders can issue so-called FIATA connosaments. The international organisation FIATA (Federation Internationale des Associations de Transitaires et conclusionssimilés) operates world-wide and incorporates the forwarders unions and the important forwarding firms.

Transport supplier is a business subject realising transport in its name, on its own account and risk. In the freight transport, this service is usually supplies to forwarders based on the transport of the thing contract. By this, he is bound to its mandators to perform for the payment (transport payment) transport of the given thing from the place of dispatch to the place of delivery. Transport supplier is obliged to perform the transport with the expert care and in the agreed term or without necessary delay.

Transport supplier is responsible for the damages of the consignment, unless it were not in his power to divert it even with exerting an expert care. He is also not responsible for the detriment in the cases where it is proved that the damage was caused by the dispatcher, receiver or owner of the consignment or its fault or the natural character of the consignment, eventually a faulty packing.

Transport agreement can be concluded in different ways. The most usual one is taking over of the goods by the transport firm, but it can also originate by the agreement on the transport conditions or by the so-called conclusive (agreement) act. The transport price is given by the tariffs or is set by the agreement of both sides.

Specific forms of agreement are used in charter transport, realised according to the needs of transport suppliers. It regards the agreement on the lease of the transport means, when the leaser leases the transport means to the lease for remuneration. Another type is the agreement on the transport means performance, when the transport supplier agrees to supply the freight given by the mandator. This type of contracts can be met in the marine or air transport. Every kind of transport has its own specifics given by the historical development, technological and technical conditions of its functioning, legal norms and the accepted habits. These conditions differ according to the individual countries or regions.

For international transport, there are of importance the activities of the individual international organisations, governmental and non-governmental, endeavouring at the unification or harmonisation of the conditions for the individual transport branches functioning, which often initiate different agreements aiming at the international transport conditions, both economic and technical, regulation (Galdolfo, 2003).

RAILWAY TRANSPORT

International railway transport is regulated by the Agreement on the International Railway Transport (Convention relative aux transports internationaux ferroviaires – COTIF). This agreement regards both the international transport of persons and cargo. Among other, it includes the Common Legal Norms for the Agreement in the International Transport of Persons and Luggage (CIV) and the Common Legal Norms for the Agreement in the International Transport of Goods (CIM). The contribution of this agreement lays in the application of the unified legal norms in the international railway transport among all countries which signed it, and unification of the transport documents demands. The COTIF is valid for all consignments submitted for transport by the direct cargo list issued for transport through at least 2 states. Members of

the agreement are all European railways with the exception of Russia, where the SMGS agreement is applied for international transport.

It regards the wagon and piece consignments (up to 5 tons), and the speed consignments (limited to 15 kg), container consignments and combined transport. Some goods are excluded from transport or can be transported under special conditions (dangerous goods, perishable goods, and extraordinary consignments, so-called overgagaboods which can cause problems by its size, weight or construction).

INTERNATIONAL CAMION TRUCK TRANSPORT

International camion truck transport is favoured during the last period since it enables a direct transport of the goods by road trucks from the dispatcher store to the recipient store. Its advantage is speed and reliability, the disadvantage is the environmental burden it brings about. It can be realised either as a full-truck one or as a piece transport provided by the collecting service, eventually as the over-sized consignment transport.

In the area of the international truck transport, there are operating many international organisations, the most important of which probably is the International Road Transport Union – IRU, whose members are the truck transport firms unions. (In the CR, they are represented in this organisation by the ČESMAD Bohemia).

From the agreements influencing the conditions of the international truck transport, the most important is the Agreement on the Transport Treaty in the International Road Transport, which unified the legal regulations on the base of the freight list CMR.

INTERNATIONAL MARINE AND RIVER TRANSPORT

From the world level, marine transport is the most important transport branch, and historically also one of the oldest. However, in the CR it is not of such an important position owing to its geographical position and territorial orientation of the foreign trade. Technological progress enabled a considerable modernisation of the marine transport regarding the development of the ships and the capacity and equipment of the ports, but also regarding the transport in connection to other transport branches so that it would enable the house-to-house transport. As an example, we can mention the high-speed container ships, big tankers, river boats carriers enabling the river-sea transport, the increase of the trajectory connections etc.

Marine transport is performed by the shipping companies who are usually owners of the ships and represent usually economically very strong business subjects. They are united in marine confederations which enable them to push through their interests and to conclude informal agreements on the marine transport conditions. Besides them, there are taking part in the marine transport also other business entities like brokers, stowers (ensuring stowing of the cargo), booking agents, controlling companies etc.

According to the type, marine transport can be divided into the long distance ocean transport and the shore so-called cabotage, and that among the ports of the same country or of different countries. From the transport conditions viewpoint, we distinguish between the tramp and line marine transport.

Line transport can be characterised as:

- occurring regularly among the certain area ports according to the set time-tables,
- transporting mainly piece consignment,
- transport conditions declared beforehand according to tariffs,
- consignment for transport.

The most often used document is the connosament – the bill of lading – B/L, which fulfils several functions. It proves giving over of the consignment by the marine transporters; it is a tradable security enabling the ownership rights as representing the right of the entitled person to receive the goods from the shipping company. At the line transport, it is also the proof of the concluded transport contract and its content. The connosaments are issued either as the board ones, testifying that the goods were loaded on board, or the receiving record, in which the transport company only testifies receiving it for transport. The connosaments are usually issued in several originals, the complex of which is called the full set. A special type of the connosament is the FIATA connosament (FBL) used in the combined and multi-modal transport (see above).

Besides connosaments, there are used also other documents which are not securities, for example the so-called Parcel Receipt, used in the small consignments transport, or the Sea Waybill, which is gaining in use.

Tramp marine transport can be characterised as:

- performed according to needs,
- transporting mainly mass cargo,
- the conditions are set individually and are influenced by supply and demand.

For tramp transport, there is used a special type of contract, so-called charter (Charter Party – C/P). The transport company in them agrees to transport goods for re-

muneration or to lease a ship. The document proving the receiving/boarding of the consignment is the Charter Party connosament. The Charter Party is concluded in different forms, regulated by Czech Business Code by two contract types: the agreement of the transport means performance and the agreement on the transport means lease.

The used charter party can be divided into two groups:

- Voyage charter, in which the shipping company is bound to transport the cargo from the loading port to the agreed port of destination. The agreement can be signed for one of more voyages, eventually for the roundabout voyage.
- Time charter is concluded for a certain period. Shipping company is usually bound to transport the cargo for the given period by the contracted ship according to the mandats disposals. A special kind of time charter is the agreement that the leasee will take over also certain responsibilities of the shipping company and will perform transport by himself with the ship on lease (e.g. as a line transport) or will use the ship for other purposes (storing etc.)

River transport is rather wide spread in many European countries because of its relatively low costs and environmental sensibility. It is true namely of the countries where the rivers are interconnected by canals. The disadvantage of river transport is its dependence on climatic conditions and because of that, usually only a seasonal utilisation. In the Cr, river transport is not much used in the consequence of a very limited net of the transport ways and rather unfavourable natural conditions.

As a document ascertaining that the contract on transport was signed and the goods were received by the transport firm, there is used

INTERNATIONAL AIR TRANSPORT

Air transport is specific for its speed and reliability at relatively higher costs. Hitherto, it is used rather exceptionally, e.g. for the transport of spare parts, medicals, short durability goods etc.

Air freight transport is provided in two forms, and that as – regular line transport which is performed as the supplementary load into the regular air lines for transport of persons,

- irregular charter transport, at which the whole loading space of the aircraft is leased.

The conditions for transport contracts are given by the rules accepted in the frame of the International Air Transport Association – IATA. The document proving

signing of the contract and taking over the freight by the transporters is the Air Waybill – A WB. This document cannot serve as a security.

Among other ways of transport, we can also mention the tube transport. It gained in importance after the WW 2 in the transport of oil and gas. It is also used for the inter-continental transport of some chemicals.

For the international transport of goods, it is also possible to use postal delivery. In some European countries, posts supply also other accompanying services, like storage, customs services etc. The remuneration of the services is set according to the valid tariffs. An important competition to postal services is offered by the messenger services. These are used for express delivery of the deliveries of small size and little weight or for deliveries of business documents. Messenger services suppliers offer usually also the accompanying services, so that they secure the transport of the delivery from the dispatcher to the receiver in a complex way. A disadvantage of this service is its relatively high price. The remuneration of the service is covered either in advance by the dispatcher or by the receiver at the delivery.

CONCLUSION

The choice of the concrete way of the commodity transport in the given trade operation is to a considerable extent given by the conditions set in the contract. It is namely the parity in which the supplier and customer participate in securing the transport, further on the agreed way of packing, the delivery term and the obligations of the parties in getting the different documents etc.

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