



Memo to all Members

Incorporation of extra wording on face of the forwarder's house air waybill documentation following the High Court of Australia decision in *Siemens v Schenker*

It is recommended that the following wording be included on the face of the forwarder's house air waybill (HAWB), that HAWB either being in the form of the IATA neutral AWB (when used as a HAWB) or the forwarder's own HAWB documentation:-

"THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF, INCLUDING THE CONDITIONS OF CARRIAGE REFERRED TO IN THOSE CONDITIONS OF CONTRACT, APPLY NOT ONLY TO CARRIAGE BETWEEN AIRPORT OF DEPARTURE AND AIRPORT OF DESTINATION BUT ALSO TO ALL OTHER CARRIAGE REFERRED TO IN THOSE CONDITIONS OF CONTRACT AND ALL OTHER SERVICES PROVIDED BY THE CARRIER."

Although the majority view (3 Judges) in *Siemens v Schenker* found in favour of the interests of the forwarder, as to the application of the conditions of contract in the relevant HAWB (namely to all carriage performed and not just the carriage by air), there was a minority view (2 Judges) which found against those interests. Accordingly, it is recommended that the above wording be incorporated on the face of these HAWB forms so as to make it expressly clear that the conditions of contract appearing both on the reverse of these HAWB forms and in the forwarder's trading conditions of carriage do apply to all carriage. Such application is not only in respect of carriage between airport of departure and airport of destination but also is in respect of all carriage referred to in the conditions of contract on the reverse of these HAWB forms and all other services which the forwarder has contracted to provide.
