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FREIGHT FORWARDING CONTRACT AND THE PERFORMARNCE OF THE FORWARDER ON HIS OWN ACCOUNT (HIS OWN BEHALF)

Summary: *Although from the concept and the legislative definition of the freight forwarding contract, both in the laws of the Republic of Croatia and Bosnia and Herzegovina, it follows that the freight forwarder acts in his own name and for the account (on behalf of) of the principal, and exceptionally in the name and for the account (on behalf of) of the principal, (in other words, always for the account of the principal) there are situations in which the freight forwarder, fulfilling the contractual obligations, acts on his own account (on his own behalf). Moreover, it could be argued that in contemporary business practice, such a way of operating by freight forwarders is, in fact, a rule, not the exception. By assuming responsibility for the execution of the entire shipping undertaking, the modern freight forwarder is transformed into a so-called all – round entrepreneur of transport of goods, often directly providing services that were traditionally exclusively contracted with third parties for the account of (on behalf of) the principals, primarily transportation of goods, but also warehousing of goods. By combining all the relevant services, actions and tasks into a single service, a freight forwarder who possesses sufficient transport and warehousing capacities is transformed into a logistics services provider, i.e. an entrepreneur who enters into logistics contracts with his clients, the economic basis and legal bedrock of which can be found, in fact, in the freight forwarder's activities performed for his own account. The paper, therefore, examines typical cases of freight forwarders acting for their own account, with particular emphasis on the so-called special cases of forwarding (fixed remuneration forwarding and collective forwarding) and the legal effects of such a manner of acting by the forwarder. The paper delineates and clarifies actions of the freight forwarder on his own account from acting for the account of (on behalf of) the principal with the proposition of certain de lege ferenda interventions in the legislative framework.*

Keywords: *freight forwarding contract, freight forwarder, fixed (total) remuneration forwarding, collective forwarding, forwarder acting as a carrier.*