

RESUMÉ - ANGLICKÝ JAZYK

This thesis deals with the definition, assessment and comparison of the legal regulation of the liability of the carrier and forwarding agent in international carriage of goods. As in the case of carrier's liability, the air carriage concerned was dealing mostly with the Montreal Convention, which has recently been concluded and entered into force. In the case of the latter, on the contrary, with regard to the fact that the internationally unified regulation has not been concluded yet in the field of forwarding agency, this thesis is focused mainly on Czech national regulation.

As a result of the international nature of the assessed legal relations hereinabove, owing to which more jurisdictions are affected in principle, it is typical that, first of all, the relevant legal regulation must be identified in every case. As the international carriage of goods is concerned, the international unified regulation must be used, which generally covers all the aspects of the contract of carriage, including the liability of the carrier. On the other hand, the legal regulation of the international forwarding agency is based on national regulations (in the form of an act or the general conditions of national freight forwarding) as no international convention unifying freight forwarding rules has been concluded yet.

Comparing the subject matter of both the carrier and freight forwarder's liability, it can be concluded that they share a common purpose - to define which of the contracting parties is liable for damage to the goods carried and also for other

indirect financial losses (typically losses caused by delay of carriage) arising from the carriage or its arrangement.

However, taking into account the different course of obligations of the carrier and the freight forwarder regarding the contract of carriage and the contract of forwarding, the scope of their liability is not defined identically. Whilst the carrier's liability for the damage of the goods and other losses concerns the execution of the carriage, the freight forwarder's liability is stated regarding the arrangement of the carriage (i.e. entering into contract with the carriage on behalf of his client and conducting the related steps). Therefore, it is very important to assess in which position the agent is acting, whether as the carrier or the freight forwarder. However, it must be emphasized that under certain conditions the freight forwarder is entitled to enter into the carrier's position and carry out the carriage or to overtake the carrier's liability only.

Comparing the carriage and forwarding agency and their legal regulation on a national and international level, the latter is specific in many accounts (i.e. conflicts of jurisdictions, specific character and provisions relating to its "international nature") and contains many particular questions regarding its interpretation and application. In this respect, the question of the acceptance of the Montreal convention by most of the international community (and the overcoming of the parallel existence of more conventions) in international carriage by air or the disputable question of the limitation of freight forwarders liability pursuant to Czech law could be mentioned.