

**Freight Forwarding Through Air Cargo  
(Study on Garuda Indonesia Airline Company)**

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**Abstract**

Air freight is used for country economic traffic. This activity uses air cargo aircraft on one trip or more from one airport to another airport or to several domestic and foreign airports. PT Garuda as a carrier company uses two delivery system wherein door to door service and port to door service. The problem in this research is about the goods transportation agreement between PT Garuda Indonesia and the sender, legal relationship, and transportation process by air cargo. In addition, this study used normative law as research method. It used primary data and secondary data, with data collection procedure through supporting data. After collecting the data, the data was collected and processed by data selection, assessment, data qualification then it would be analyzed qualitatively. The result of the research showed that the agreement of carriage between PT Garuda Indonesia and the sender of valid goods was proven by the agreement of the signing of the document of the transport agreement and the documents of the delivery of goods. The legal relationship between PT Garuda Indonesia and the sender had the rights and obligations. The sender shall pay the freight fee according to the contents of the agreement, and shall be entitled to the freight delivered to the destination safely. PT Garuda Indonesia was required to maintain the safety of the goods. PT Garuda Indonesia often uses the port to door service system with the reason that PT Garuda is often directly involved in the process of packing goods in the warehouse to minimize the occurrence of breach of contract and force major in the process of delivery of goods through air cargo.

**Keywords:** *air cargo, freight forwarding, and legal relations*

## A. Introduction

The importance of means of transportation is reflected by the increasing of the needs of transportation services for the mobility of passengers and goods, both for domestic and international purpose and for its role as the driver of economic development in the whole region. As the technological developments, many people more often use airplanes as their means of transportation in the certain island or between islands. Therefore, flight management should be organized in the integrated national transportation system that could meet the public necessities and have the high standard for the safety level and effectiveness.

There are two parties in the air transport activities that is PT. Garuda Indonesia, and service users which is called consignor which are bound by a transport agreement. As an agreement is a manifestation of a legal relationship that is civil in nature, it contains rights and obligations that must be carried out and fulfilled, commonly known as "achievement".<sup>1</sup>

Theoretically, the transport agreement is an engagement in which one party undertakes to safely moving people or goods from one place to another, undertaking to pay the fees.<sup>2</sup> The main problem in freight transportation using air cargo of PT Garuda is the two shipping systems applied, namely *door to door service* and *port to port service*. The process of air freight forwarding requires reciprocal agreements between the carrier and the sender. The carrier ties itself back and forth between the carrier and the shipper. Furthermore, the carrier binds himself to carry out the delivery of goods from the place of departure to the place of destination safely, as the sender commit themselves to pay transportation costs.

Legitimate cargo or cargo goods are protected by law to be loaded on the means of transportation and sent to their destination safely. Legitimate cargo means that it does not conflict with the provisions of the law or public order and decency. Goods that are protected by law may not be damaged, eliminated, destroyed or stolen by other parties that cause harm to their owners. For that to be protected, the goods must be packaged and loaded in the transport equipment to be transported to the destination. The process of carrying out the transportation begins with an agreement that raises the agreement followed by packing the goods until the delivery of the goods to the destination. Based on the description above, the

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<sup>1</sup>Achievement in the law of execution is the execution of the agreement that has been agreed upon by the procedure that has been shared. according to the law in Indonesia there are several achievements, including: giving something; change something; or don't do something.

<sup>2</sup>R. Subekti 1995. *Aneka Perjanjian*. Bandung: PT Citra Aditya, p. 69

author is interested to conduct research "Implementation of Transportation of Goods through Air Cargo (Study at PT Garuda Indonesia)".

## **2. Problem Formulation and Scope**

Based on the description of the background above, the formulation of the problem in this study are as follows:

1. How is the agreement of goods transportation using air cargo between PT Garuda Indonesia and the consignor?
2. What is the legal relationship between the carrier and the sender once using air cargo of PT Garuda Indonesia?
3. What is the mechanism of goods transportation using PT Garuda Indonesia air cargo?

The scope of this research field of science is economic law, especially commercial transport act, while the scope of research substance includes the implementation of goods transportation using air cargo.

## **B. Literature Review**

### **1. Air Cargo Transportation**

According to Abdulkadir Muhammad, transportation as a process of loading goods or passengers into transportation equipment, carrying goods or passengers from the place of loading to the destination, and lowering the goods or passengers from the transportation equipment to the designated place.<sup>3</sup> Furthermore, he added that transportation has three main dimensions, namely transportation as business, agreement and process.

Commercial transport in a small scope includes moving of goods safely from one place to the destination. Air cargo is all goods sent by air to be traded, either between regions or cities in the country or between countries (international) known as import-export.

Currently, the world of aviation is divided into two parts:

1. passenger aircraft which is a special aircraft to transport passengers, baggage and cargo (letters and documents).
2. cargo aircraft is special aircraft to transport cargo only.<sup>4</sup>

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<sup>3</sup>Abdulkadir Muhammad, 2008. *Hukum Pengangkutan Niaga*. Bandung: PT Citra Aditya Bakti, p.19

<sup>4</sup>Sulton Usman Adji, Joko Prakoso. 1991. *Hukum Pengangkutan di Indonesia*. Jakarta: PT Rineka Cipta, p. 1

Air cargo is sending goods without passengers that could be via airlines or freight forwarders. Packaging carried out by air is called a pallet.<sup>5</sup> Transportation of goods using aircraft cargo has several advantages: faster, can reach remote areas, hilly areas are difficult to reach other transportation, frequency and schedule can be given more regularly.

#### Characteristics of Air Cargo Transportation

a. The result is intangible but can be marked by the utilization of time and place. The production unit is available in sea-km and tons-km. Seat-km (available seat-km) is a seat that is flown within one km. Tons of km available are one ton of goods in one km. If the seat-km and the volume of tons available have been used by users, the production becomes *revenue passenger-km*, and *revenue cargo-km*.<sup>6</sup>

b. Elastic Demand

The request for air transport services is *delivered demand*, which is as a result of other demands. Because tariffs are expensive, there is a change in demand prices to be elastic.

c. Agile

The company in its nature is dynamic which quickly adapts the development of aircraft technology. Advanced technology adjustments not only in engineering, but also in other fields, management systems, methods, regulations and procedures, and policy.

d. There is always government interference, as in general transportation activities involve the interest of many people, in addition to maintaining a balance between passengers and operators.

e. (in this case concerning tariffs), a large amount of investment and guaranteeing flight safety.<sup>7</sup>

#### 1) Object of Air Cargo Transport

a. Cargo Goods

Cargo goods are goods that are legal and protected by law, loaded in a conveyor and transported to the destination. Legitimate means that it is in accordance with or not

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<sup>5</sup>Pallet is a means to transport goods in order to transport goods in large enough volumes

<sup>6</sup>Toto Thohir Suriaatmadja. 2005. *Pengangkutan Kargo Udara*. Bandung: Puska bani Quraisy, p.21

<sup>7</sup>Toto Thohir Suriaatmadja. Op.Cit., p. 22

prohibited by law, does not conflict with public order or decency.<sup>8</sup> Protected by law means that it is not eliminated, destroyed or stolen by anyone resulting in harming the owner. Cargo goods are divided into three categories, namely : general cargo, bulk cargo, homogenous cargo.

#### b. Transport Documents

Document is an identity of the items to be sent. Various types of documents in air transport are as follows: Air Mail (SMU) for domestic flights and AWB (Air Way Bill) for international flights.<sup>9</sup>

These provisions can be provided by consumers that this air cargo contents are more complete than passenger tickets or baggage tickets. But the legal position is the same as the passenger ticket or baggage ticket, meaning that if the ticket does not exist, there is an error in it, or if it is lost, then the air agreement can still be proved by other evidence.<sup>10</sup> The process of cargo transportation can directly contact the airline company as a carrier through the cargo agent to take care of the shipment of goods. After the requirements are met, the sender will get the required documents in accordance with the purpose of shipping the goods. After that, a cargo reservation is made through a "booking procedure". Previously the goods were checked by customs, to make sure that that it did not violate customs regulations. Then, the goods will be stored in the warehouse to wait for delivery according to the reservation. Here are some cargo terminology: Air Way Bill, Master Air Way Bill, Cargo Air Way bill, Cargo Transfer, Cargo Transit. Furthermore, additional cargo terminology according to the Cargo Handling Standard Operation Procedure, among others: Storage, Rebuild Up Device Unit (ULD), Cargo Delivery, Unloading, Cargo Manifest, Customs Excise (BC 1.2), Break Down, Goods Export Notification (PEB), Notification List Export Goods (DPEP).

#### c. Transportation costs

are contra-performance against the handling of shipping documents, finding facilities to transport goods, cargo control services and warehousing services. Costs are given to expeditors, transporters, loading and unloading services, and warehousing services based on the agreement of the parties

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<sup>8</sup>Abdulkadir Muhammad. *Op. Cit.*, p. 130

<sup>9</sup>Abdulkadir Muhammad. *Op. Cit.*, p. 130

<sup>10</sup>HasnilBasriSiregar. 2002. *HukumPengangkutan*. Medan: KelomokStudiHukumFakultasHukum USU. p. 44

## 2. Air Cargo Transport Agreement

An agreement can be said to be a legal agreement if it has fulfilled the conditions set out in Article 1320 of the KUHPdt, among others: agree, skills for making an engagement; a certain thing; a lawful reason.<sup>11</sup>

Article 1313 of the KUHPdt explains that an agreement is an act by which one or more other persons, the transport agreement is an agreement whereby one party agrees to be able to safely bring people or goods from one place to another, while the other party is willing to pay the fee.<sup>12</sup>

Parties interested in air cargo transportation are supporters of rights and obligations in the transport law relationship. These parties are directly involved in the air freight agreement because of their position as parties to the agreement, such as transporting companies and goods senders. The carrier is obliged to carry out the transportation of certain goods from one place to the destination, while the obligation of the sender to pay transportation costs.

Parties who are indirectly bound to the transport agreement, but not parties, but act on behalf of or for the benefit of other parties, such as freight forwarding companies, travel agent companies, loading and unloading companies, warehousing companies or because of obtaining rights in the transport agreement, namely the recipient of the shipment.

Therefore the main duty of the transporter is to transport the goods to the destination safely to be handed over to the recipient (Article 1235 jo. Article 1338 paragraphs 1 and 3 of the KUHPdt). The obligation of the sender to pay the transport money as a counter-achievement of the transportation carried out by the carrier. At the destination, the item is received by the recipient, who may be the sender himself or someone else.<sup>13</sup>

Based on this description, the basic concept of air cargo agreements is made between the sender and the cargo carrier. The basic concept of the agreement is Article 1313 KUHPdt, Article 1320 KUHPdt, and Article 1235 jo. Article 1338 paragraph 1 and 3 of the KUHPdt.

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<sup>11</sup>R. Subekti 1995. *Aneka Perjanjian*. Bandung: PT Citra Aditya. p. 70

<sup>12</sup>Abdulkadir Muhammad.. *Op. Cit.*, p. 2

<sup>13</sup>M.N Nasution, M.N. 2008. *ManajemenTransportasi* .Jakarta :Ghalia Indonesia. p. 27

## 2) Types of Air Transport Activities

Based on the implementing agencies, the types of air transport activities are divided into 2 (two) types of transportation, namely:

1. Commercial air transportation, by charging fees for service users, who can be both regular and leased (Charter).
  - a. Air Cargo, which is an airline company specializing in air freight services for goods.
  - b. Air Charter is an airline company engaged in aircraft leasing in individuals, groups and other companies.
  - c. Air Taxi is an airline company engaged in aircraft leasing and also its operating schedule.
  - d. Helicopter Service, a company engaged in transportation services for passengers using helicopters, from one airport to another airport in one city.
  - e. Air Line is a company engaged in the field of air transport services both passengers and goods, owns and or or controls a number of aircraft or a fleet of aircraft, operating according to a fixed and regular schedule and has a rate applicable to the public.
2. Non-commercial air transportation, without any fees, includes transportation activities that use civil aircraft and are authorized to conduct business activities, these activities are supporting or complementary such as photographing activities, surveys, distribution of pamphlets etc. and transportation activities that are intended for the benefit of the implementation of the duties of the agency or agency that is in the form of insurance such as air transport organized by the armed forces and government agencies.

Based on the implementing agency, air cargo activities in this study are air line activities, recognizing that a number of aircraft fleets operate according to a fixed and regular schedule and have tariffs applicable to the public. PT Garuda Indonesia is in the form of an air line because the company is engaged in air freight services, applies to the general type of air transport with a fixed and regular operating schedule and owns and or controls a number of aircraft.

### **A. Rights and Obligations of the Parties in Transportation**

Commercial air transport companies must prioritize the transportation of goods whose owners have fulfilled their obligations in accordance with the agreed commercial air

transport agreement. This is regulated in Article 41 (1) of Government Regulation No.40 of 1995 concerning Air Freight.

In air transport, the transport obligation is regulated in the law, namely in Article 1235 jo, 1338 numbers (1) and (3) KUHPdt, which in essence means that the obligation of the carrier is to transport or carry out the transportation of goods to their destination safely. With the aim of cargo goods can be handed over to the recipient completely and not damaged or lacking, and not late.

In Article 468 KUHD explains that the implementation of the transport agreement that the carrier is obliged to maintain the safety of the goods that must be transported, starting from the time of receipt until the delivery of the goods.

The carrier has an obligation to transport goods from one place to another place safely.<sup>14</sup> The obligation of the transporter is to transport goods and issue transport documents. The right of the sender is to get the treatment of good transportation for the goods and the delivery of the goods runs smoothly until the destination. The sender also has the right to ask the transporter to issue a transport document known as *Bill of Lading* or Concession.<sup>15</sup> The sender's obligation is to pay the transportation fee or money to the carrier as on agreement. Based on the above description of the concept of the rights and obligations of the parties in transportation, commercial air transport companies are obliged to prioritize the goods that its owners have carried out the obligations as on the agreement.

### **C. Research Method**

Research is a scientific activity that is based on certain methods and systematic thinking, which aims to reveal the truth systematically, methodologically and consistently. Systematic means using a particular system, methodologically means using a method or a certain method and consistent means that nothing is contradictory in a particular framework.<sup>16</sup>

#### **1. Type of Research**

This type of research is applied normative law research. The subject matter of the study in applied normative is the implementation of positive legal provisions and factual

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<sup>14</sup>SoegijatnaTjakranegara. 1995. *HukumPengangkutanBarangdanPenumpang*. Jakarta: RinekaCipta. p. 67

<sup>15</sup>Abdulkadir Muhammad, *Op. Cit.*, p. 48-56

<sup>16</sup>Abdulkadir Muhammad, *HukundanPenelitianHukum*, (Bandung: PT Citra Aditya Bakti, 2004), p.



contracts on any particular legal event that occurs in the community in order to achieve the intended purpose.<sup>17</sup> In applied normative there is a combination of 2 (two) stages of study, namely:

- a. The first stage is a study of applicable normative law;
- b. The second stage is the application of events *in concreto* in order to achieve the stated goals. The application can be realized through real actions and legal documents. Application results will create understanding of the realization of the implementation of normative legal provisions that have been carried out appropriately or not.<sup>18</sup>

For this reason, this study will examine the air cargo transportation agreement, the legal relationship between transporters and shippers, the process of carrying out air freight

## 2. Problem Approach

The problem approach is the process of solving or solving problems through predetermined stages to achieve the research objectives. The problem approach used in this study is the normative juridical approach. Normative problem approach, reviewing the norms or rules of the law that apply and relating to the problem under study.

## 3. Data Source

### a. Data Collection Techniques

The data used in this study is secondary data which is carried out by following the stages as follows:

- 1) Determination of secondary data sources (primary and secondary sources), in the form of legislation, legal documents, legal records and literature in the field of legal science;
- 2) Identification of secondary data (primary and secondary legal materials) needed, namely the process of finding and recognizing legal material in the form of relevant statutory provisions, name of document, name of legal record and title, author's name, year of publication and legal work;
- 3) Inventory of relevant data and problem formulation (subject matter) by means of citation or recording;

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<sup>17</sup>Ibid, p. 52.

<sup>18</sup>Ibid., p.53

- 4) Assessment of data that has been collected to determine its relevance to the needs of the formulation of the research problem.

#### **b. Data processing and analysis**

- 1) Data processing that has been collected is done in the following ways:
  - a) Data selection :all data collected for research to be selected according to the subject matter discussed.
  - b) Data classification :datagrouping in accordance with the framework of the prescribed discussion;
- 2) Data compilation :data system matching in accordance with the problems to be studied.
- 3) Data analysis method

Qualitative analysis means deciphering the quality of data in a regular, collapsed, logical and non-overlapping and effective sentence to facilitate interpretation and understanding of the results of the analysis. Comprehensive means that in-depth data analysis from various aspects in accordance with the scope of research. Complete means that none of the left behind parts has entered the analysis.

### **D. Research Results and Discussion**

#### **1. Agreement on the Transport of Goods Using Air Cargo between PT Garuda Indonesia and the Sender**

Based on the interview with Mr. Tohsan SE as sales marketing and head of the PT Garuda cargo warehouse on August 30, 2017 and a literature study, the transport agreement between PT Garuda Indonesia and the shipper (exporter) began with the existence of service information export, cargo transportation or other services. PT Garuda Indonesia makes a service offering needed by the shipper. The service offer is conducted by way of PT Garuda Indonesia will send the goods by submitting a letter of offer for a *Handling* or tender job.

The Handling Job Offer Letter contains the form of service provision provided by PT Garuda Indonesia, that consist of arranging export import documents, regulating the delivery of goods and controlling goods, providing transportation facilities such as trucks, cargo planes and other heavy equipment, as well as providing warehousing services. If the goods sender wants,PT Garuda Indonesia with the sender of the goods negotiates to establish

a service fee agreement. After an agreement has been made, a transport agreement is prepared completed with complementary documents. The document begins with a Handling Work Agreement Letter signed by both parties.

The implementation of the agreement to transport goods using air cargo by PT Garuda Indonesia has two systems used, namely *Door to Door Service* and the *Port to Door Service System*. The transportation of goods using air cargo by PT Garuda Indonesia often uses *Port to Door Service*, starting with the loading of goods in the warehouse loading goods (loading warehouse) until demolition in the receiving warehouse. Therefore, this study specializes in the implementation of the transportation of goods using air cargo with the *Port to Door Service System*.

## **2. Legal Relations between the Carrier and the Sender in the Process of Freightling Using Air cargo PT Garuda Indonesia**

Based on the results of the study, the rights and obligations of the carrier are as follows:

1. The rights of the transporter are:

- a) To obtain complete information about the condition and nature of the goods.
- b) To refuse requests for the delivery of prohibited or illegal goods such as drugs, marijuana, morphine or items that do not have a permit.
- c) To receive or collect transportation costs and other costs from the shipper.
- d) To terminate the employment agreement.

2. The obligations of the transporter are as follows:

- a) Carry out transportation and maintain the safety of goods transported.
- b) To choose and provide pallet that is suitable for use.
- c) To prepare all rooms for stockpiling of goods in the aircraft until they are appropriate and safe for compaction of goods.
- d) To provide air cargo aircraft that are feasible.
- e) To equip the aircraft sufficient officers and can carry out their respective duties.
- f) Provide sufficient equipment for the aircraft.
- g) Protect, secure, keep the cargo from being damaged, the load is not lost.

h) Make a report on the handover of goods.

As the explanation above, the carrier has the right to receive transportation costs and reject the contents of goods that are prohibited by law or dangerous goods. While the obligation of the carrier is to carry out transportation and maintain the safety of the goods transported, take care of required documents such as Export Declaration (PEB) and *Bill of Lading* and issue documents needed in the process of unloading and delivering goods.

### **3. Mechanism For Transportation Of Goods Using Air Cargo Pt Garuda Indonesia**

The implementation of air cargo transportation by PT Garuda Indonesia uses the following two systems:

#### **a. Door to Door Service System or Container Yard Container Yard (CY/CY).**

The *Port to Door Service* system in carrying out the transportation uses air cargo, the goods to be transported are loaded at the sending warehouse and unloaded at the receiving warehouse. *Door to door service system* as a system for delivering air cargo by picking up items to be sent from the address given to the destination address. Air cargo transportation is not responsible for the loading of goods into containers, aircraft and goods demolition services, does not provide goods loading services and loading warehouses. The transport company is responsible to the sender of the goods if the container is damaged.

This means that PT Garuda Indonesia is only responsible for the amount of goods in accordance with the information of the sending party and is not responsible if there is an error in filling/loading the goods into the container both regarding the amount of goods, net or dirty weight.

#### **b. Portto Door Service Systemor Container Freight Station to ContainerYard (CFC/CY)**

If using the system there is a *Port Door Service system*, the goods that will be transported in the loading of goods and goods to be unloaded in the receiving warehouse so that PT Garuda Indonesia is directly involved in the goods to be transported into containers.

The transportation of goods using cargo by PT Garuda Indonesia, which uses the *port to door service* system, starts from the loading of goods (loading warehouse) until the unloading of goods in the receiving warehouse. In carrying out the transportation of goods using air cargo there is another party of the Aircraft Cargo Expedition (EMPU) as the representative of the sender and the Container Terminal Unit (UTPK) that in charge of unloading the goods.

The stages in carrying out air cargo transportation are as follows:

a. Submission and receipt of goods

Transportation using air cargo with a *port to door service system*, the sender loads the goods into the container itself and the carrier is responsible for unloading the container at the destination (receiving warehouse). The responsibility of the carrier since air cargo (container) is transported by the carrier, air cargo transportation is not responsible for filling goods into containers, but only providing containers delivered to the sending warehouse.

Before the preparation and dismantling, the goods is entered into a warehouse (loading warehouse). The goods filling in the container is responsible until the loading warehouse, after that PT Garuda Indonesia takes over the responsibility until the demolition in the receiving warehouse.

b. Loading goods into container

Before the goods are loaded into the container, the sender must record the sending items to the container service company e.g. the identity and the quantity of goods, the desired loading conditions and the destination.

By signing *shipping instruction* (SI), the agreement has been made. Based on SI, container service companies submit export request with PEB (notification of export of goods) to the Customs office. As Article Decree of the General of Customs No. Kep-PER 32/BC/2014 concerning Customs Procedures in the Export Field explains that Export Declaration shall be documented, including:

- 1) Completeness and correctness of PEB data filling;
- 2) The truth of the calculation and repayment of customs fees for goods affected by export costs.
- 3) The required customs documents.
- 4) The completeness of the complementary documents in order to fulfill customs provisions in the export sector.

Customs complementary documents required as referred to in letter c above are in the form of *invoices* and *packing lists*. Other customs complementary documents which are required in letter d above as proof of deposit, letter of acknowledgment of exporters

registered export approval letter from the Ministry of Industry and Trade, Certificate of quality of goods, export permit.

After the document is complete and correct, the PEB is given a number and date of registration. However, the following documents are still needed:

- 1) with the provisions of PT Garuda Indonesia as the proxy of the sender, it is obliged to submit other customs complementary documents required to the official before or after loading the goods in the customs area.
- 2) If using electronic data or forms, PEB is given a number and date of registration after PT Garuda Indonesia completes the required requirements.
- 3) If PEB data are founded as incomplete or incorrect, PEB is returned to Garuda Indonesia with a notice of refusal.

After the PEB is given a number and date of registration, it is issued:

- 1) Export approval signed by officials,
- 2) Notification of physical inspection of goods, if there is no physical inspection, PT Garuda Indonesia must submit other required complementary customs documents.
- 3) Notification of inspection is required for physical goods to export.

Furthermore, the export approval letter is duplicated for 5 (five) times as follows:

- 1) First sheet for each sender / exporter.
- 2) Sheet of both parties consolidating
- 3) The third sheet for temporary hoarding entrepreneurs (TPS).
- 4) Fourth sheet for transporters.
- 5) The fifth sheet for customs offices loading into transport facilities.

Physical inspection of goods is carried out in the customs area that could be carried out in an export warehouse at the request of the exporter or other place used by exporters to store goods. Inspection of goods in the customs area must be completed within 24 hours by the relevant agency. If the physical inspection of goods is carried out outside the customs area, PEB is registered no later than 2 (two) working days before the physical inspection. In case of physical inspection items in the exporter warehouse, stuffing and sealing must be carried out on the goods packaging.

If false notification regarding the number and type of goods found in the PEB, there will be administrative sanctions in the form of fines based on Act No.10 of 1995 Jo. Article 82 (6) of Law Number 7 of 2006 concerning Customs, "Anyone who misrepresents the type and/or amount of goods in the customs notification of exports which results in the non-fulfilment of state levies in the export sector is subject to administrative sanctions in the form of the least fine 100% of the levies (one hundred percent) of the state levies in export prizes that are underpaid and at most 1,000% (one thousand percent) of state levies paid for underpaid exports.

Based on the interview with Mr. Tohsan SE, PT Garuda Indonesia sales marketing and literature studies, before export goods are loaded into containers, cargo goods are wrapped into a *pallet* that is a cube-like box. *Pallet* assortment includes wooden pallet, *pallet* wrapped in plastic and metal box (*pallet* made of iron). After that, the cargo is given the identity of the sender's name, the recipient's name, number of the box, code and / or warning symbol that is required to be followed by those who carry out *cargo handling work*.

Furthermore, PT Garuda will submit to the warehouse the stacking of *port to door service* or provide containers to the sender for loading goods in accordance with the agreement form of the parties. The transport of goods is carried out after the container is filled with the sender at the sending warehouse if the transportation is in the form of *door to door service*.

Transporting in the form of *door to door service*, PT Garuda Indonesia submits an application to the stacking warehouse and is forwarded to UPT to carry out the loading of goods from the truck into the storage warehouse. Furthermore, PT Garuda Indonesia pulled the empty *container* from the depot *container* to be taken to the *stuffing* location / location of the container load, after the stuffing container using a *forklift* (arranging the goods into the *container* warehouse), the *container* was sealed by the PT Garuda Indonesia officers inside and the container was taken to airport to be lowered at the airport Customs and Excise *stake* and then transported to the aircraft. The sender submits the shipment of goods to the stacking warehouse based on the shipping instruction (SI) that he clicks on.

The responsibility for the goods is still on the sending party until receipt by the carrier, after the carrier receives the goods the airline company issues a *bill of lading* to the sender. The warehouse must be responsible for the safety of the goods in accordance with the conditions at the time the goods are received while they are still under their supervision

after being received at the *port to door* warehouse. The items are arranged in a container, then the carrier will issue documents in the *tally sheet*, *stuffing list* and minutes of the warehouse handover (UTPK).

c. Moving the Container to the Airport

After the goods are loaded in the container, then it will be transferred from the *port to door service* location to the airport by UTPK which means the responsibility of the goods is moved from the *port to door service* to UTPK.

The unloading goods by certain companies is carried out from and to the aircraft, including:

- 1) Unloading goods from /to planes, airports, trailers into the aircraft;
- 2) Taking goods from stockpiles/place of accumulation of goods in the warehouse and arrange them using a forklift;
- 3) Taking from the field of accumulation of goods into an air cargo then arrange them to the aircraft hull or vice versa.

d. Loading of goods into the aircraft

PT Garuda Indonesia will issue *shipping orders* to give orders to the aircraft to receive goods that have been loaded into containers as well as aircraft ready at the airport in accordance with the *shipping order* to be transported to the destination port or receiving warehouse. The responsibility of UTPK is transferred to the airline, a *bill of lading* will be issued according to the name of each sender.

The transporting aircraft whose means of transportation leave the customs area, provides the exported goods that are transported by using the notification to the customs official no later than 3 (three) working days from the date of departure of the carrier suggestion. *Outward manifest* is a list of cargo that is transported by means of transport from the origin airport outside the customs area.

The official in the loading office who receives an outward manifest reconciles between PEB and the outward manifest received and submits unreconciled PEB data to the Head of the Customs Office and the Officer in charge of the investigation.



Transporters who do not meet the stipulated conditions will be subject to sanctions. If the export goods are not entirely included in the customs area, PT Garuda Indonesia must make corrections of PEB and report to the official

e. Submission of Cargo Goods at the Recipient Airport

Notification of departing of goods to the destination airport is stated by the dates, days and hours of the departure. The destination airport will estimates when the aircraft will arrive. After arriving at the destination airport, the carrier will submit the documents needed to get the service needed.

Once unloading the cargo from the aircraft to the destination airport, the responsibility of the carrier is transferred to the loading and unloading party. Cargo goods is brought to the warehouse and are handed over to the recipient of the goods witnessed by the sending parties represented by EMPU, flight agents and transporters.

The airline company will examine the authenticity and validity of the deposit carried by the consignee. After being declared valid, the transporter will issue a *delivery order* (D / O), which is a warrant to the warehouse that *port too door service* to deliver the goods in accordance with what is stated in the D/O to the consignee. The recipient of the goods will check the condition of the goods received in the warehouse (UTPK) and sign the minutes of delivery of goods. Thus ended the responsibility of PT Garuda Indonesia in organizing transportation. PT Garuda Indonesia often uses *port to door service* with the aim of minimizing the occurrence of defaults in the air cargo shipments.

**E. Conclusion**

1. The transport agreement between PT Garuda Indonesia and the sender of goods begins with the work of export services, container transport and other services. PT Garuda Indonesia conducts marketing of transportation services needed by the sender.
2. The legal relationship between the carrier and the sender wherein the sender is obliged to pay the transportation fee according to the agreement, and has the right to receive the goods safely at the destination from Garuda Indonesia.
3. PT Garuda Indonesia often uses the second system: a *port to door service* system that enable them to directly involved in the process of packing goods in a loading warehouse to minimize the occurrence of defaults and force majeure in the air cargo delivery process.

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## Peraturan Perundang-undangan:

Kitab Undang-Undang Hukum Perdata (Burgelijk Wetboek)

Kitab Undang-Undang Hukum Dagang (WvK)

Odonasi Pengangkutan Udara Indonesia

Undang-Undang RI No. 1 Tahun 2009 Tentang Penerbangan