

SUMMARY

Key Words: service, contract, education, student, educational institution.

Subject matter: Contract for the provision of educational services: problems of theory and practice.

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The relevance of the research topic The adoption of the Law on Education in the Russian Federation and the consolidation in it of a separate chapter (Chapter 6) regulating the grounds for the emergence, change and termination of educational relations should be considered as a significant step in the legal regulation of contractual relations in the field of educational services. The emergence of an independent article on the contract for the provision of educational services is a completely natural regulatory and legal phenomenon and is due to the further development of economic (market) principles of educational activity, which is increasingly mediated by contractual regulation.

The introduction of this norm into the provisions of the federal law has led to the emergence of ambiguous assessments of the legal nature of paid and uncompensated educational relations, as well as the reasons for their occurrence. It should be noted that the contract for the provision of paid educational services is one of the types of civil law contract for the provision of paid services. The relations arising as a result of its conclusion are governed by civil legislation, the legislation of the Russian Federation on education, as well as other relevant by-laws and local acts of educational organizations. It is generally accepted that educational relations are complex intersectoral relations governed by the norms of various branches of law. The arguments in science against the civil nature of the contract for the provision of paid services are, in our opinion, unfounded. The differences of opinion demonstrate the relevance and the need for further elaboration of the regulatory provisions of the contract for the provision of paid educational services. The foregoing objectively determines the relevance of the study of the contract for the paid provision of educational services, taking into account the provisions of science, theory, legislation and law enforcement practice.

The purpose of the work: study of legal relations arising from the conclusion of a contract for the provision of paid educational services.

Objective: give a general description of the contract for paid education services; identify the general and specific in the legal nature of the contract for the provision of educational services in the system of contracts for the provision of services; to consider the main directions of legal regulation of the provision of paid educational services; to disclose the terms of the contract for the provision of paid educational services; investigate the status of the subjects of the contract for the provision of paid educational services; analyze the grounds and procedure for the execution, amendment and termination of the contract for the paid provision of educational; consider the responsibility of the parties to the contract for the provision of educational services.

The theoretical and practical significance of the research The obtained scientific results can be used in the study of related problems, within the framework of the theory of civil and educational law.

Practical significance. The results of the research can be used in the development of teaching materials and conducting classes in the disciplines "Civil law", "Contract law".

Results of the study:

1. The contract for the provision of paid educational services is one of the types of civil law contract for the provision of paid services.
2. Neither the Civil Code of the Russian Federation nor the legislation on consumer protection contains a separate legal regulation of educational relations. The norms of these industries directly regulate the procedure for the provision of training services, named in the Federal Law

"On Education in the Russian Federation" by paid educational services.

3. Research into the legal nature of the contract for the provision of educational services has shown the duality in its definition by scientists. In our opinion, the point of view about the civil-legal nature of relations is justified. At the same time, the right to education, guaranteed by the main law, introduces elements of public law regulation.

4. Law enforcement practice actualizes the issues of establishing the essential conditions of the contract for the paid provision of educational services. In modern practice, the essential terms of the agreement are determined mainly by the norms of civil law, the normative legal acts of the Ministry of Science and Higher Education of the Russian Federation, as well as the educational institution. The study justifies that the subject, term and price of the contract are the essential terms of the contract for the provision of educational services.

5. The parties to the education agreement are the organization carrying out educational activities and the citizen (the person enrolled in education). A minor studying between the ages of 14 and 18 enters into this agreement with the written consent of legal representatives. If the pupil has not reached the age of 14, then the educational agreement is concluded by the organization carrying out educational activities and the parents (legal representatives) of the minor. When the parents (legal representatives) of a minor student choose the form of obtaining general education and the form of education, the opinion of the child is taken into account.

6. Analysis of theory, law enforcement practice, as well as regulatory provisions of individual educational organizations showed that a party to the contract - an individual who pays the cost of education can be an applicant who has reached the age of majority and (or) financial independence; legal representative of the applicant - parents, adoptive parents, custodian, guardian; student or student who has reached the age of majority and (or) financial independence.

7. A party to the contract - a legal entity that pays the cost of training, can be an organization, institution, etc. regardless of the organizational and legal form, directing the applicant to study.

Recommendations:

1. To introduce a special section 6.1 into the Federal Law "On Education in the Russian Federation". "Agreement on Education".

2. It is necessary to introduce into the legislation the concept of "unfair terms of the contract for the provision of paid educational services" with the consolidation of their signs in the Civil Code of the Russian Federation, Law No. 273-FZ, as well as the measures of the university's responsibility for including conditions in the accession agreements that infringe on the rights of consumers of paid educational services.