

SUMMARY

Key Words: contract, business contract, contract system, business turnover

Subject matter: Business contract in the Russian civil law system

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The supervising organization: -

The relevance of the research topic: Economic transformations in Russia have required a revision of the established approaches to the legal regulation of contractual relations of economic entities. In a market economy, the main form of management is entrepreneurship. The contract becomes the main legal form that mediates the relationship between the participants of the economic turnover. First of all, it is a universal form of market exchange. The institution of contract is also used to formalize the processes of production cooperation and the centralization of capital.

The business contract is a unit of coordination of numerous and diverse economic relations at all levels of the economic system. Mediating the processes of market exchange, concentration of capital and cooperation of production, the institution of contract, thus, acts as a means of organizing the structure of the market economy.

The regulatory potential of the treaty is enormous. However, it is not sufficiently used to solve the problems facing entrepreneurs and society as a whole.

The purpose of the work: the purpose of the work is to identify and study the features of business contracts on the basis of a comprehensive analysis of regulatory and scientific sources.

Objective:

- identify the concept of an enterprise contract and determine its place in the system of contracts;
- to investigate the application of the principle of freedom of contract in business activities;
- consider some types of business contracts, in particular (supply agreement, lease agreement);
- make suggestions for improving the legislation.

The theoretical and practical significance of the research:

The theoretical significance of the work consists in a comprehensive and systematic coverage of the issues of the object of research. The conclusions and suggestions formulated in the work can be applied for further theoretical research of business contracts.

The practical significance lies in the fact that the conclusions formulated by the results of the study can be used to improve the practice of applying the norms of the current Russian civil legislation. The results of the study can be used in the study of civil and business law.

Results of the study: In the legal literature, various features of the business contract are distinguished:

- the greatest degree of freedom of the parties at the conclusion of the contract and in the formation of its terms;
 - mediation of the business contract according to the general rule of public activity: the use, on the one hand, of simple forms of contract conclusion, and on the other - the formulation of clear and strict conditions established by the rules of public contracts and accession agreements;
 - the subject of the contract may be goods, works, services that are not intended for personal, family, home or other similar use by the parties to the contract;
 - profit is derived from the use of property, the sale of goods, the performance of works, the provision of services;
 - property liability of the entrepreneur;
 - independent responsibility of the entrepreneur;
 - the widespread use of the innocent liability of the parties to the contract in their relations with each other and their joint and several liability in their relations with third parties;
 - the freedom of the contract may be limited by its content, the order of amendment, termination.
- These features are to some extent actually inherent in contracts with the participation of

entrepreneurs, but can not act as qualifying features of an enterprise contract due to the fact that, in these cases, we are talking about the features of the legal regime. And these features of the legal regime apply to a civil contract after its qualification as an entrepreneurial one.

In response to the requests of business practice, the Civil Code of the Russian Federation has carried out an in-depth systematization of contractual relations. The term "business contract" is not included in the Civil Code of the Russian Federation. Nevertheless, a number of articles of the Code that reflect certain features of an entrepreneurial contract refer to a contract or obligation related to the implementation of entrepreneurial activity or in the field of entrepreneurial activity (Article 23, paragraph 4; Article 184, paragraph 1; Article 401, paragraph 3; Article 428, paragraph 3, etc.). Moreover, the Civil Code of the Russian Federation contains norms regulating the procedure for concluding and executing contracts exclusively between business entities (Sections 3 and 4 of Chapter 30; Section 6 of Chapter 34; Chapters 43, 54, etc.).

However, the current contract law does not fully take into account the specifics of business transactions. The rules governing the contractual relations of commercial entities often do not correspond to modern dynamic economic practice.

When determining the features of business contracts, it is not enough to indicate their connection with business activities, the subject composition, the establishment of more "strict" rules for the entrepreneur, including increased liability for violation of the contract. It is also necessary to take into account the innovative nature of business activities. The emergence of new objects of turnover in the economy, and, consequently, new forms of exchange, becomes possible thanks to technological and organizational innovations of entrepreneurs. Entering into contractual legal relations, they solve problems related to the modernization of production, the introduction of scientific and technical achievements, the development of the production of new products, improving their quality.

When exercising legal influence, special attention should be paid to the long-term nature of business contracts. Long-term contracts are more vulnerable to various adverse factors. At the same time, the ways to ensure the stability and stability of contractual relations in the business sphere also have certain specifics. Thus, the legislation of many countries allows some deviations from the principles of classical contract law in the procedure for the execution of an enterprise contract. In particular, it is allowed to make changes to the contract and even to terminate it, taking into account unexpected economic circumstances.

An essential feature of the business contract is that it acts as a unit of coordination of numerous and diverse economic relations at all levels of the economic system. Mediating the processes of market exchange, concentration of capital and cooperation of production, it thus acts as one of the main legal means of organizing and ensuring the functioning of the market economic system.

Recommendations:

1. Item 3 of Article 424 of the Civil Code of the Russian Federation, in our opinion, is abstract. The law states: if the price is not provided for in a paid contract and cannot be determined based on the terms of the contract, then the performance of the contract must be paid at the price that, under comparable circumstances, is usually charged for similar goods, works or services. Speaking of "comparable circumstances", the legislator does not give clear instructions on what price should be taken into account - at the time of: conclusion of the contract; delivery of goods (performance of works, provision of services); payment. It is proposed to make a corresponding change (addition) to paragraph 3. Article 424 of the Civil Code of the Russian Federation and link the price charged under "comparable circumstances" to a certain time, for example, at the time of conclusion of the contract.

2. Analyzing civil penalties for violation of the terms of the price agreement, it is recommended to consider not only the measures of influence aimed at the acquirer, who must pay for the received property (work performed, services rendered), but also the measures applied to the seller (contractor, contractor). This is justified by the fact that the price simultaneously determines the volume of counter actions carried out both on one side and on the other side of

the relevant contract. In particular, violations of the terms of quality, quantity, completeness, etc. they entail a change in the buyer's interest, which, of course, jeopardizes the reality of price agreements. Moreover, the buyer, for example, has the right to demand a reduction in the price in cases of violation by the seller of the terms of the contract on the quality (Article 475 of the Civil Code of the Russian Federation) or completeness (Article 80 of the Civil Code of the Russian Federation) of the goods.