

SUMMARY

Key Words: contract, service, compensation, obligations, executor, customer.

Subject matter: Contracts for the provision of paid services

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The relevance of the research topic. Contractual legal relations in the field of service provision are the most common grounds for the occurrence of obligations. Along with other types of civil law contracts, the Civil Code of the Russian Federation regulates contracts for the provision of paid services, which are widely used both in business and other areas, including domestic ones. It should be emphasized that the Civil Code of the Russian Federation, which has expanded the legal regulation of contractual relations, is designed for the direct application of the norms contained in it, which, however, does not exclude the application in some cases of other legislative and other legal acts that provide for the specifics of certain types of contracts in the field of services. The flexibility of the legal support of contracts allows all participants to fully stipulate the terms, thereby ensuring that they can protect their rights in any circumstances. The current legislation in some cases gives the parties the right to specify their relations in the course of the operation and performance of the contract, in others-allows for the possibility of applying by analogy the terms of contractual legal relations in force under comparable circumstances (in terms of determining the amount of payment in cases where its amount is not specified in the contract). This approach seems to fit specific relationships into the general system of similar market relations, subordinating them to the prevailing market conditions and the corresponding business practices. At the same time, in practice, when concluding contracts for the provision of services, various issues arise that require both theoretical understanding and proposals for improving the current legislation.

The purpose of the work: analysis of the legal regulation of contractual relations in the field of paid services

Objective: features of civil law regulation of contractual legal relations in the provision of services; to reveal the concept and signs of contractual legal relations in the provision of services; describe the types of contracts for the provision of services; analyze the content, parties, and forms of contracts for the provision of services; to investigate the rights and obligations of the parties in the event of a contractual relationship for the provision of paid services; find out the mechanism of civil liability of the parties under contracts for the provision of services.

The theoretical and practical significance of the research. The theoretical and significance of the work is determined by its focus on resolving issues of legal regulation and practical implementation of contractual legal relations in the provision of services. The practical significance of the study lies in the fact that a number of provisions can be included in the course of civil law, contract law.

Results of the study:

1. Obligations for the provision of services are included in the group of contractual obligations. These obligations include: transportation, freight forwarding, loan and credit, factoring, bank account, bank deposit, as well as non-cash payments, storage, insurance, assignment, commission, agency management, trust management of property, paid provision of other services.

2. Under the contract for the provision of paid services, the contractor undertakes to provide services (perform certain actions or perform certain activities) on the instructions of the customer, and the customer undertakes to pay for these services (Article 779 of the Civil Code). As well as the previous agreements, according to the location of this agreement in the Civil Code of the Russian Federation (contract-art. 702-768 and for the performance of research,

development and technological works-art. 769-778), it is consensual, bilaterally binding, paid.

3. Contractual obligations for the provision of services in civil law by the nature of the activity of the service provider can be divided into certain types. These are, first, obligations to provide actual services (transportation, storage, paid provision of other services). Secondly, the obligation to provide services of a legal nature (order, commission). Third, the obligations to provide services of both actual and legal nature (transport expedition, agency management, trust management of property). Fourth, obligations to provide monetary services (loan and credit, factoring, bank account, bank deposit, as well as non-cash payments, insurance).

4. Under the contract for the provision of paid services, the contractor undertakes to provide services (perform certain actions or carry out certain activities) on the customer's instructions, and the customer undertakes to pay for these services (Article 779 of the Civil Code). The contract for the provision of paid services is consensual, bilateral and paid. The subjects of the contract for the paid provision of services are the contractor (service provider) and the customer (service recipient).

5. The subject of the contract is intangible services. Thus, an essential condition of the obligation to provide services is the inability to guarantee the achievement of the beneficial effect of the service provider's activities. Such a result lies outside the scope of the obligation relationship. The most important terms of the contract for the provision of paid services are: the subject of the contract, the quality of the services provided, the price of the services to be provided or the methods of determining it, and the terms of the provision of services.

6. In accordance with Article 779 of the Civil Code of the Russian Federation, the main duty of the contractor is to provide services (services) on the instructions of the customer. The quality of the service provided is the most important characteristic of the subject of the contract for the provision of paid services. The consequences of the improper quality of the result of the services rendered in the contract for the paid provision of services differ depending on the nature of the shortcomings found. In the event that the shortcomings are not significant (simple shortcomings), the law grants the customer the right to use one of the operational measures listed in paragraph 1 Article 723 of the Civil Code of the Russian Federation. However, if the customer discovers significant shortcomings, the presence of which does not allow to achieve the purpose of the contract for the provision of paid services, he is entitled to compensation for the losses caused, i.e. the possibility of applying measures of property liability to the contractor

7. The main responsibility of the customer, as it follows from Article 779 of the Civil Code of the Russian Federation, is the need to pay for the service provided. The customer under the contract for the provision of paid services, as well as under the contract, has the opportunity to influence the course of the provision of services and, accordingly, the result obtained, that is, to refuse to perform the contract and demand compensation for the losses caused to him, to assign the contractor a reasonable time to eliminate the shortcomings, to refuse the contract for the provision of paid services and demand compensation for losses, or to entrust the provision of services to another person at the expense of the contractor.

7. The meaning of the allocation of contracts for the provision of paid services is, in particular, to limit the limits of the rules on the contract. Before the adoption of the Civil Code, there was only one way to do this: to create independent types of contracts that compete with the contract. So, there were contracts listed in paragraph 2 of Article 779 of the Civil Code of the Russian Federation: performing research and development work, transportation, transport expedition, bank deposit, bank account, settlement, storage, assignment, commission, trust management of property. Each of these contracts has its own regime, which is different from both the contract and the paid provision of services.

8. Relations for the paid provision of services, which constitute independent types of contracts, are regulated along with the norms of Chapter 39 of the Civil Code of the Russian Federation itself, also by the articles included in the paragraphs "General provisions on contract" and " Household contract "of the chapter "Contract". These articles on the contract are applied vicariously, that is, only in the absence of a direct settlement in Chapter 37 of the Civil Code of

the Russian Federation and special rules issued in its development.

9. Civil liability under the service agreement may be different: compensation for losses; payment of a penalty (penalty or fine); payment of interest.

Recommendations:

- add the phrase "legal services" to the list of services under Article 779 "Paid Services Agreement".»;

- it is necessary to clarify the content of legal and legal services, it would be appropriate to adopt a law regulating this area in order to define the principles of state policy aimed at establishing the legal basis of the single market of legal and legal services in the Russian Federation and regulating relations arising in this area;

- amend Article 781 of the Civil Code of the Russian Federation by legislating the definition of "fee", what it includes, what it should consist of.