

M. Toporkova

Candidate of Law Sciences,
Associate Professor at the Department of Tourism and Social Sciences,
Kharkiv Institute of Trade and Economics,
Kyiv National University of Trade and Economics

CHANGE AND TERMINATION OF THE CONTRACT ON HEAT SUPPLY TO RESIDENTIAL CONSUMERS

The article is devoted to the study of the order of the changes and termination of the contract on heat supply to residential consumers. The article describes the consumer's rights to change the conditions of the contract, the conditions of typical contracts, considers the provisions of regulations on this issue.

The article states that the procedure for changing the conditions of the contract is envisaged by the Civil Code of Ukraine. Change of contract or termination is permitted only with the consent of the parties, unless otherwise provided by law or provided by the contract. That is, introduction of changes to the current contract requires the consent of the parties and the proper execution of the agreement.

The author argues that the change in contract terms and termination of heat energy supply to residential consumers is an inalienable right of the consumer and refers to the fact that residential customers must enter into a standard

agreement. If its terms are pre-defined and not subjected to change and approval, it violates basic principles of contract law.

It is shown that in delivering the heat energy to residential consumers, formation of contractual conditions must take into account the interests of each party. Formation of terms by one party and the imposition of such terms on the other party are grounds for termination of the contract or declaring certain its provisions invalid.

When contract of supplying of heat to residential consumers is terminated by the organization of supplying heat, the reference to the lack of technological schemes that provide the procedure for disconnection of the connected network of individual rooms, apartments, does not take away the rights of the consumer (user) to terminate the contractual relationship in the event of material breach of heat supply organization under the contract or expiration of its action.