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PROBLEM ISSUES OF RELEASE TOUR OPERATOR'S (TRAVEL AGENT'S) LIABILITY FOR BREACH OF A TRAVEL SERVICES CONTRACT

The scientific publication covers some cases in which tour operator (travel agent) disclaims all liability to the tourist according to civil contract even if the failure or improper performance of obligations by executor of tourist services took place. The author draws attention to the fact that many travel services contracts of tour operators (travel agents) include exceptional clause on occasions, which do not always come within cases of irresistible nature.

It is stated that the concept of irresistible nature and force majeure are not equal. Thus, the author believes, it does not mean that the travel services contract can include any facts of reality by the free discretion of the parties, as counteragents can purposely foresee the conditions in the contract that exclude responsibilities, although they do not possess signs of inevitability and unpredictability. Thus, tour operators (travel agents) treat such conditions freely at its discretion that is an abuse on their part of their rights and flagrant violation of the rights of tourists as consumers.

Fairly common in practice are cases where the cause of default from obligation of tour operator (travel agent) is a third person involved as a party to perform the contract (in whole or in part). In this regard, if the reason for default or improper execution of the contract of travel services are default or improper fulfillment of the obligations of a third party, that is involved by tour operator (travel agent) to perform the contract in whole or in part, the liability of the tour operator (travel agent) does not occur only in the a situation, when workforce is released from liability as a result of force majeure.

In order to avoid potential contradictions in the execution of the travel services contract, scientist offers to determine clear, complete, detailed list of all the force majeure (phenomena of spontaneous nature, the extreme situations of social character, restrictive acts of public authorities) before the conclusion of the contract and to include them to the contract and properly in terms of their compliance with the concept of irresistible nature.