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## **SPECIFICITY OF SUBJECTS OF CONTRACTUAL OBLIGATION FOR TRAVEL SERVICES**

In the scientific article author examines the legal status of the parties and other subjects of contractual obligation for travel services.

Considering the nature of travel services, to its executor are applied special, high demands, which proves his professionalism.

Examining the concept of the tour operator and travel agent activities, scientist concludes that there is no equality between them. The main difference is that the subject of entrepreneurship, conducting the tour operator activities, is independently engaged in the organization and ensuring the creation of tourist products, by involving a third party to perform the contract on the basis of contractual relations between independent tour operator and direct service providers, included in complex travel service. Travel agent performs only mediation of the tourism product implementation. In addition, recently, tour agency activities licensing has been canceled.

As a result of analysis of international acts, local and foreign laws author concludes that tourist is always an individual person.

Analysis of current contractual practice of conclusion of the travel services contract made it possible to make a reasoned inference by scholar that the cus-

tomers of travel services on behalf of third parties (individuals – tourists) may act not only as an individual but also as a juridical person, which is a customer of travel services.

When the travel services contract is concluded by legal person or a physical person on behalf of a minor or disabled person, contract must establish that the debtor (tour operator, travel agent) shall accomplish exercise not to a creditor (the person who paid for the trip), but tourist – a third party that is entitled to claim from the debtor enforcing obligations for its own benefit. The scientist notices an interesting nature of such relationship, because in this case there is a contract for benefit of third person, the feature of which is that the execution of the contract for benefit of third person may be demanded, as by a person who has signed agreement as by a third party in favor of whom the performance of the contract is defined, unless otherwise provided by law, other legal acts, contract and does not arise from the nature of the contract, with the rules of Art. 633 of the Civil Code of Ukraine extended on these matters.

The conducted research of the legal status of the parties to the contract of tourist services allows specifying their determination defined in the law.

