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TYPES OF ECONOMIC CONTRACTUAL LEGAL RELATIONS AT THE CURRENT STAGE OF DEVELOPMENT OF UKRAINE'S ECONOMY

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Purpose: a comprehensive study of the concept of contract and analysis of types of economic contracts, contractual relationships that affect the development of Ukraine's economy. To achieve this goal, general and special scientific research **methods** were used, in particular, such as: comparative law, system-structural method, as well as the method of analysis of current legislation. **Results:** the concept of economic agreement is analyzed, the types of economic agreements are studied, which serve as the main legal instrument, which is the relationship of business entities in market conditions. **Discussion:** economic contracts are endowed with their own specific characteristics that distinguish the legal category from contracts in other areas of law, in particular: special subject composition; economic connection; combination of property and organizational elements; the presence of special grounds for conclusion, content, etc.; the presence and need to take into account public interests.

Key words: contract; contractual relations; services; contractual obligations; consumer; production.

Problem statement and its urgency. With the globalization of the world economy, the services sector is developing, and the growth of the national economy and increasing the country's competitiveness in world services markets depend on its proper legal support. However, the current legislation, which sets out general provisions on obligations, service contracts and contracts for certain services, is not always in a clear and consistent system of regulation, which creates numerous conflicts and causes the formation of ambiguous dispute resolution practices arise from the proper performance of contractual obligations to provide services.

Therefore, contractual obligations are considered a universal regulator of various social relations, the content, nature, and trends of which are constantly changing. By introducing a contractual form of regulation of relations between economic entities, the state thus gives a degree of freedom to

entities in determining their rights and responsibilities, and aims to introduce a more flexible mechanism for regulating these relations. Due to this, it is the contractual form that is able to ensure the necessary balance between supply and demand, to carry the market for those goods and services that consumers need. The contract is an ideal form of activity for participants in business, it is the most efficient and flexible means of communication between production and consumption, the study of needs and immediate response to them by production. Therefore, we believe that this topic is one of the most relevant, due to the broad involvement in the regulation of various forms of participation in economic circulation, which in turn affects the development of Ukraine's economy.

Analysis of recent research and publications. The following scientists have considered research on this issue in their works: Braginsky M., Vitryan-

sky V., Luts V., Mirozyan A., Reznikov V., Sannikov L., Fedorchenko N., Afanasyev K., Belyanovich O., Belous Zh., Smolin G., Zaporozhets A., Vikhrova O., Koval V., Milash V., Mamutova V., Novitsky I., Olyukha V., Opryshko V., Milimko L., Otradnova O., Saniahmetova N., Sarbash S., Sukhanova E., Tolstoy V., Shcherbina V. and others.

The purpose of the article is a comprehensive study of the concept of contract and analysis of types of economic contractual relationships that affect the development of Ukraine's economy.

Presenting main material. In connection with the reform of the economy, special attention is paid to the analysis of the rules of economic contract law as an institution of economic law. Economic contracts, in contrast to civil ones, often affect the public interest, so their effect is not limited to influencing the parties directly involved in them, but also affects the interests of the state and society as a whole.

The term "business contract" is widely used in the legal literature and in business practice. The importance of industry specialization is that: in this way the legal system is improved; legal regulation covers a wide range of public relations; duplication of legal norms is excluded (ideally) or limited [1]. For the most part, when disclosing the concept of economic contract, it is compared with a civil contract, as a general and special category. According to Art. 626 of the Civil Code of Ukraine, an agreement is an agreement of two or more parties aimed at establishing, changing or terminating civil rights and obligations [2]. The current economic legislation of Ukraine does not provide a clear definition of a commercial contract, although the Commercial Code of Ukraine is devoted to Chapter 20 - "Economic Contracts" (Articles 179 - 188) [3]. Based on the legal position of legislators, theorists of economic law have made a number of attempts to define the category of "Economic Contract". For example, according to Smolin G., on the basis of the analysis of legal relations in economic activity, content and features of economic agreements defined in the Commercial Code of Ukraine formed the concept of economic agreement on its basis: "economic agreement is based on business entities and / or subjects of organizational and legal powers, the content of which is the mutual rights and obli-

gations of the parties in the field of economic activity, taking into account the general economic (public) interests" [4].

Kucher V. and Parasyuk M. believe that a business agreement as an agreement of two or more subjects of economic relations, aimed at establishing, changing or terminating their rights and obligations in the field of management [5].

Belyanevych O. notes that the economic contract is a collective (generalizing) concept, which includes different types of contracts that have similar principles of regulation [6].

Saniahmetova N. understands a business agreement as an agreement of a property nature between business entities or between business entities and non-business entities - legal entities, which establishes, changes or terminates the rights and obligations of the parties in the course of economic activity. The economic contract is a regulator of concrete economic relations between subjects of economic activity, the basis of occurrence of economic-contractual obligations [7].

The concept of economic contract can be defined as an agreement concluded in the prescribed content and form between the parties to economic relations, aimed at establishing, changing or terminating rights and obligations, achieving a specific goal and provided in case of violation of undesirable consequences.

Economic contracts are endowed with their own specific characteristics that distinguish this legal category from contracts in other areas of law, namely: special subject composition (business entities; in some cases; subjects of organizational and economic powers, non-economic entities - legal entities, etc.); economic connection (focus on achieving certain economic results, usually, though not exclusively, commercial); combination of property and organizational elements; - the presence of special grounds for conclusion, content, etc.; availability and necessity of taking into account public interests; limited principle of freedom of contract. As for the function of the economic contract - these are the main directions of economic contracts and / or those economic results, the achievement of which is ensured in the case of applying the legal form of the economic contract. Some economic functions are inherent in any contract (regulatory, coordination,

control and information, protection), others - mainly economic contracts (planning, mediation of relations between economic entities, coordination of economic interests of the parties to the contract, taking into account the general economic interest). The content of the economic contract as a public legal act of the parties are, firstly, the conditions on which the parties have agreed and, secondly, the conditions that they accept as mandatory under applicable law.

The classification of types of economic contracts allows us to formulate a number of general provisions on the characteristics of all contracts that make up a group, which will greatly facilitate their application. The value of the classification of contracts is due to the fact that a properly and successfully constructed system of contracts in the field of economic relations creates a basis for a correct idea of its essence, helps in the practical activities of law enforcement agencies.

Analyzing the classifications of commercial contracts, it should be noted that most of the features of contracts are cross-sectoral, and can be used simultaneously in the classification within different branches of law. Since commercial law emerged later than many branches of law, it absorbed the already formed doctrinal views in the field of classifications of contractual relations. This is especially true of civil law. However, given the rapid spread of commercial relations, features of the subject, methods and legal responsibilities that characterize commercial law as an independent branch of law, the classification of commercial contracts has been further developed on the already established legal doctrines. It should also be noted that the classification of contracts is also due to the fact that correctly and successfully built a system of contracts in the field of economic relations, which will create a basis for a correct idea of its essence. Establishing criteria for the division of contracts in the field of economic relations will help in the classification of contractual relationships in the practice of law enforcement. Analyzing the types of classifications, they can generally be divided into single-stage classifications of economic contracts and multi-stage.

Among the most common single-stage classifications of economic contracts are the following: the

order of formation of relations on which the contract is based (direct, concluded directly between counterparties; intermediary, in which parties do not serve their own interests, but the interests of third parties); on the legal basis of concluding a contract (general method of concluding, concluding on the basis of a special law); at the moment from which the contract is considered concluded (real, consensual, formal); by regulatory function (previous and main economic agreements, main current and main general economic agreements, etc.); by degree of complexity (simple contracts that contain features of a contract of one type (contract of sale, transportation, contract), complex (complex) contracts involve the presence of features of several contracts (factoring contract, capital construction contract, leasing contract, concession agreement and in terms of validity (long-term - concluded for a period of more than 5 years) (lease agreement of the entire property complex of the enterprise), medium-term - validity from 1 to 5 years (eg, capital construction contracts), short-term - up to 1 year, these agreements are dominated by property elements, one-time concluded for one business transaction).

If the agreements are divided according to the content of economic activity, it is necessary to dwell on certain types of agreements. The division on the basis of the movement of material goods is common. In particular, we divide such agreements into paid economic contracts and economic contracts that are free of charge. The movement of material goods is considered in one of two aspects: 1) as the actual receipt of counter-property satisfaction; 2) as an opportunity to meet property interests in the future.

Baru M. points out that the movement of material goods can be expressed not only in monetary terms, but in property, for example, in the service as a useful action, in the release from the relevant obligation, provided that such performance is a counter-grant [8]. Based on this classification, a number of scholars analyze the terms "equivalence" and "payment" as features of the economic contract, interpreting these concepts as close in meaning, or as different features of the contract. Kalabekov Sh. notes that equivalence is the existence of mutual rights and obligations, respectively, its understand-

ing is not limited to mutual benefit; and payment is the presence of property satisfaction (payment is a contract in which the action of one party corresponds to the property response of the other). Therefore, a commercial contract is considered gratuitous when the party to the contract is obliged to perform certain actions or provide property to the counterparty without receiving payment from him or other counter-property provision within the said contractual relationship.

Characterizing economic contracts in the field of trade, it should be noted that the criterion of payment is used as a legal feature of this category of contracts. First of all, this is because economic activity is mostly valuable. Thus, contracts that organize the implementation of economic activities must provide for the payment of the counterparty. At the same time, in economic relations we can find at first glance free contracts, in particular contracts that create the preconditions for economic activity (agreement on joint business activities, the founding agreement). Analyzing these agreements should pay attention to the legal position of the scientist, Kozlova N., who claims that these contracts should be considered as payable because each party to the contract makes its own monetary or property contribution [9]. At the same time, taking into account the peculiarities of state regulation of contractual economic relations, we can distinguish two groups of contracts, namely: contracts with free market prices and contracts with state price regulation.

If we consider the agreements on the composition of the subjects, they are divided into bilateral and multilateral agreements. For example, the first is the supply of products (the parties - the supplier and the buyer - Article 265 of the Civil Code). An example of the second contract is the carriage of goods: it involves the carrier, consignor and consignee - the person authorized to receive the goods (Article 307 of the Civil Code). According to Shcherbyna V. and Pilipenko A., the number of parties is a feature of this classification. In contrast, Kolomiets O. calls a sign of the subjective composition of the contract not the number of parties themselves, but their legal status, so classifies business contracts on this basis into purely business and conditionally business or mixed contracts (where

only one party is sub object of entrepreneurial activity) [10].

Scholars such as Joffe O. and Novitsky I. divide agreements into bilateral and multilateral according to the nature of the division of rights and responsibilities between the parties. Bilateral agreements are agreements under which both parties undertake mutual obligations, and the actions of the parties are aimed at achieving a single legal result, although their interests are opposite. Milimko L's research on the legal regulation of relations for warranty service of technically complex equipment in the economic sphere, which directly relates to contractual relations, has not gone unnoticed [11, 12].

If we divide the contracts by the method of offer and determination of the content, they are divided into: contract of free will, model contract, standard contract, public contract and contract of accession. In particular, in accordance with Part 4 of Art. 179 of the Civil Code of Ukraine when concluding business agreements, the parties may determine the content of the agreement on the basis of: a) free will, when the parties have the right to agree at their discretion any terms of the agreement that do not contradict the law; b) a model contract recommended by the management body to economic entities for use in concluding contracts, when the parties have the right by mutual consent to change certain conditions provided for in the model contract, or to supplement its content; c) a standard contract. Typical, or model, contracts are a unified means (model) that provides a uniform design of specific contractual relationships, developed in practice and published in the press.

If contracts are divided according to the form and degree of organization of the market within which the contract is concluded, the following are distinguished: 1. Exchange contracts: a) with real goods; b) futures contracts, the object of which is a product that will be manufactured in the future. 2. Contracts concluded within normal production markets (markets of works, services). 3. Contracts concluded within the electronic market, ie via the Internet.

Such a scientist as Luts V., divides contracts by legal purpose and the order of arrangement of contracts in regulations, identifies the following groups of contracts: the transfer of ownership, full

economic management or operational management (purchase, sale, supply, contracting, loan, mine, donation, supply of energy resources, etc.); on the transfer of property for temporary use (property rent, lease, household contract, free use of property, leasing, etc.); on performance of works (domestic contract, contract for capital construction, for performance of design and exploration works, for performance of audit works, etc.); on the transfer of results of creative activity (copyright, license agreements, agreements on the transfer of scientific and technical products, etc.); on the transfer of services (transportation, insurance, power of attorney, commissions, storage, brokerage services, lifetime maintenance, loan agreement, etc.); on joint activities (founding agreement, agreements on scientific and technical cooperation, etc.) [13].

Conclusions. Therefore, based on the above analysis, it should be noted that modern business contracts are the main legal instrument, which is the relationship of economic entities in market conditions. Business contracts are endowed with their own specific characteristics that distinguish the legal category from contracts in other areas of law, in particular: special subject composition; economic connection; combination of property and organizational elements; the presence of special grounds for conclusion, content, etc; availability and necessity of taking into account public interests; limited principle of freedom of contract. Therefore, the specific legal regulation of economic contracts should be based not on whether the business entities are in a relationship of dispositiveness or subordination, but on the purpose to which their actions are aimed. This goal is a certain socially useful result of management, ie meeting the needs of society as a whole in certain tangible and intangible benefits. This, in turn, necessitates the use of public law regulators of economic activity.

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ВИДИ ГОСПОДАРСЬКИХ ДОГОВІРНИХ ПРАВОВІДНОСИН НА СУЧАСНОМУ ЕТАПІ РОЗВИТКУ ЕКОНОМІКИ УКРАЇНИ

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Мета: комплексне дослідження поняття договору та аналіз видів господарських договірних правовідносин, що впливають на розвиток економіки України. Для досягнення визначеної мети були використані загальні та спеціальні наукові **методи дослідження**, зокрема такі як: порівняльно-правовий, системно-структурний метод, а також метод аналізу чинного законодавства. **Результати:** проаналізовано поняття господарського договору, досліджено види господарських договорів, які слугують основним правовим інструментом, якого є відносини суб'єктів господарювання в умовах ринку. **Обговорення:** господарські договори слід поділяти на договори за спільними правовими ознаками тобто на типи, види та підвиди. Критеріями формування системи господарських договорів є особливості здійснення господарської діяльності, істотні ознаки та правові характеристики. Кожен із класифікаційних критеріїв виконує подвійну функцію: з одного боку, дозволяє розподілити договори за різними групами, які вимагають диференційованої правової регламентації, з іншого – об'єднати в одній групі договори, до яких має застосовуватися уніфіковане регулювання. Господарські договори наділені своїми специфічними характерними ознаками, що вирізняють юридичну категорію від договорів у інших галузях права, зокрема: особливий суб'єктний склад; пов'язаність господарською метою; поєднання майнових та організаційних елементів; наявність особливих підстав укладення, змісту тощо; наявність та необхідність врахування публічних інтересів. Тому конкретне правове регулювання господарських договорів має ґрунтуватися не на тому, чи перебувають суб'єкти господарювання у відносинах диспозитивності чи підпорядкованості, а на меті, на яку спрямовані їхні дії. Ця мета є певним суспільно корисним результатом господарювання, тобто задоволенням потреб суспільства в цілому в певних матеріальних і нематеріальних благах. Це, у свою чергу, зумовлює необхідність використання публічно-правових регуляторів господарської діяльності.

Ключові слова: договір; договірні правовідносини; послуги; договірні зобов'язання; споживач; виробництво.

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