господарювання (підприємництва) завданих збитків.

Отже, досудове врегулювання господарських спорів авіаційними підприємствами доцільно застосовувати лише тоді, коли суб'єкт господарювання впевнений в добросовісності свого контрагента.

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Nikoluik A., Avramenko D., student,
National Aviation University, Kyiv
Supervisor: candidate of law Malyshko V. M.

THE DELIMITATION OF AIRSPASE AND OUTER SPACE: THE BASIC THEORETICAL PROBLEMS AND PRACTICE

In modern conditions the acceleration of scientific and technical progress in space there, developing and emerging new types of space relations, which need proper regulation. At the same time undergoing significant changes cosmically complex legal relations connected with the exploration and use of outer space and celestial bodies. In this context, great importance is the search for new possible directions and improvement of existing methods of solving actual space-legal issues to ensure the progressive development of international and national space law.

One of the most complex and controversial issues of legal theory and practice of international space law is a legal issue of delimitation of air and space.

The term «delimitation» comes from the Latin word delimitate, which means separation, identification of boundaries. On the doctrinal level under the delimitation of air space and understand the contract defining the boundaries between air and outer space [1].

Retrospective analysis shows that the issue of separation of air and space is an actual problem of international space law [1] in 1959 - since the creation of the Committee on the use of outer space for peaceful purposes (hereinafter - the UN Committee on Space), which was commissioned to study the nature of legal

problems which may arise in the study of outer space [2]. But first it was necessary to resolve international legal problem related to the legal definition, in particular, the concept of «space», «use of outer space and celestial bodies». On the proposal of France is an important issue in 1966 was on the agenda of the Legal Subcommittee of the Committee on Space [3]. From that time until now space-delimitation issue is one of the key legal issues to be discussed at the annual meetings of the subcommittee.

In the doctrine of international space law considering two main scientific approaches to international legal issues of delimitation of air and space, functional and territorial. Supporters functional approach point to the lack of necessary separation of air and space, as the legal terms of space and airspace consider only «above-ground» of space that does not require delimitation. Their proposals are the need of legal regulation of aviation and space activities. In other words, space-legal issue in the «above-ground» space suggest solved by legal delimitation of species management, aviation and space for criterion functional purpose aircraft - aircraft or spacecraft.

However, proponents of the functional approach as justifying resolve this issue by defining basic terms of international space law as «space object» proposal France, Belgium) and «space activities», which is the official proposal of the Czech Republic. At the time, Soviet scientists, lawyers science of international space law Kovalev and Cheprov proposed to solve the problem investigated by the definition of «space flight», and regardless of where the boundary between air and outer space [4].

Along with this the meetings of the Legal Subcommittee of the UN Committee on outer space, opinions are being voiced in particular by the delegation of the United States, the lack of practical need for a legal delimitation of air space and outer spaces, as well as the legal definition of «outer space» [5]. A similar legal position in this matter, the delegation of Norway, the Netherlands and Portugal, which also do not support the idea of the delimitation of airspace and outer space. Today do not consider it necessary to determine the border between air space and outer space also Denmark, Saudi Arabia and Turkey, although generally agree with the importance of the delimitation question.

The supporters of the territorial scientific approach to prove the necessity of the Treaty define the boundaries of airspace and outer space, given the existence of legal differences in their legal regimes, requiring the establishment of the territorial boundaries of the principle of freedom of space, on the one hand, and the principle of state sovereignty over national airspace, on the other. Such are the modern legal position of Azerbaijan, Algeria, Australia, Belarus, Bolivia, Kazakhstan, Qatar, Mexico, the Russian Federation, Thailand and Ukraine [4].

The legal regime of airspace is based on the recognition of complete and

exclusive sovereignty of each state over the airspace above its territory. In other words, the national airspace included in the scope of complete and exclusive sovereignty of a particular state, that is not a negative part of the territory under its exclusive jurisdiction. The state determines the legal regime of the national airspace in compliance with the norms and principles of international air law [5].

Modern development of space technology towards the establishment of multiple military aircraft (aerospace objects) is evidence of the uselessness of the proposals of the supporters of the functional approach the solution of the delimitation problem through the definition of «spacecraft». Design and manufacture of such reusable aerospace aircraft as a «Buran» (USSR) or Space Shuttle (USA), able due to its aerodynamic properties to move in airspace and outer space, as well as the development of new projects (MAX, HOTOL and others) acknowledge the impossibility of a clear delineation of the respective aircraft for their intended purpose, since these devices cannot be classified as aircraft or spacecraft.

It is also important to note that the design and creation of multiple airborne spacecraft justifying definition in international space law new term «aerospace object», which in turn requires the introduction of a special legal regime for the registration and operation of «aerospace objects», Institute of liability for damages and so on [4].

It should also be borne in mind that until the spacecraft shall apply norms of air and space law depending on their location in airspace or outer space. For example, the Code of civil aviation of Turkey suggests that space objects that are in the airspace are regulated in the same way as aircraft and other aircraft. And in accordance with paragraph 1 of the Federal air transport code of Germany (A/AC.105/635/Add.2), spacecraft, missiles and similar aerial objects are considered as aircraft during his stay in the airspace. Despite this, the territory of moving a space object (airspace or outer space) is a legal criterion that leads to the spread of him the same aircraft of the national legal regime [3].

However, the lack of legal separation creates legal uncertainty regarding the application of, respectively, the norms of air and space law. Participants observe the space relations of the above provisions of national legislation on space activities require clear delineation of airspace and outer space.

In summary, we should note the existence of theoretical and practical requirements definition is notional boundary between air and outer space. Currently, legislation and regulation delimitation relationship has a universal character. It seems that the problem of delimitation of air and space should be through the adoption of international legal norms on contract based on the explicit consent of the states. It is necessary to carry out on the basis of universally recognized principles and norms of international air and space law and national legislation of sovereignty, territorial integrity and national security.

Just legalization of space-relations delimitation can be done as part of a future comprehensive convention on space law, making legal and contractual legal norm. Consolidation is contracting international legal norms concerning the delimitation of air space and will contribute in particular to the progressive development of international space law and ensure the proper international space law.

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Нестеренко К. В., студентка,
Навчально-науковий інститут Економіки та менеджменту,
Національний авіаційний університет, м. Київ
Науковий керівник: Малишко В. М., к.ю.н.

ОСОБЛИВОСТІ ПРАВОВОГО РЕГУЛЮВАННЯ ДОСТАВКИ ВАНТАЖІВ АВІАЦІЙНИМ ТРАНСПОРТОМ

Господарські зобов’язання з перевезень виникають з договору. Згідно зі ст. 307 Господарського кодексу України, за договором перевезення вантажу одна сторона (перевізник) зобов’язується доставити ввірений їй другою стороною (вантажовідправником) вантаж до пункту призначення в установлений законодавством чи договором термін і видати його особі, яка уповноважена на одержання вантажу (вантажоодержувачу), а вантажовідправник зобов’язується сплатити за перевезення вантажу встановлену плату [3].

Договору, щодо транспортування певного вантажу притаманні певні властивості. До них належать вид транспорту, який використовується при перевезенні, а також особливості вантажу.