

in paragraph 1 by 50% in case if the carrier agreed to reroute earlier so that the passenger arrives at his or her destination no later than a few hours after the original arrival time.

Summarizing the above, Case C-263/20 has put the begging of compensation not only for flights that have been delayed but also for flights that were brought forward even 1 hour earlier. Judging by the fact that airlines are often guilty of such "tricks", the question of the legality of bringing forward the flight to an earlier time has become no less urgent than the issue of delayed departures. Now, the passengers have the right to reimbursement in any case when the flight does not depart on time and the question of passengers' rights is now much better protected.

References

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MAIN FEATURES OF CODESHARE AGREEMENTS

Nowadays, the airline industry is one of the most competitive industries in the world. A contract for air transportation of passengers, their luggage, and various types of cargo I used more often and is the most researched by lawyers. Such domestic and foreign legal scholars as V. Vitryanskyi, O. Dzera, I. Dikovska, N. Kuznetsova, V. Luts and others made a significant contribution to the study of this agreement. At the same time, broad international cooperation and interaction of lead to the conclusion of not only a contract of transportation but also other types of contracts, which can lead to profitability. One of the most popular options is a codeshare agreement between airlines.

Codeshare is an agreement on the operation of a flight of a certain airline by several air carriers at once. So, one or more companies sell under their name air tickets for the flight of another (operating) company, using their own tariff policy, code and number. Each airline is assigned by the International Air Transport Association its code consisting of 2 letters, for example, Ukraine

International Airlines - PS. Under such conditions, the flight or airline is jointly operated on the specified route by the Operator (one party) and the Partners (the other or the rest of the companies), the flight is marked with a double (or more) common code of the Parties (both the Operator and the Partners). This experience is quite common now. As a result of codeshare agreements, several flights on the same route appear in the schedule, and partner companies sell tickets on their behalf. Only one operating airline carries out air transportation on this route, and others have a marketing opportunity, sometimes a seat quota, to sell tickets on their behalf. When purchasing a ticket, the partner airline must inform the passenger of the name of the airline that will directly carry out the transportation. The determined cooperation of companies leads to cost savings and the organization of transportation without unnecessary duplication of routes. The national legislation of Ukraine does not regulate the issue of code-sharing conditions in detail but does not contain direct prohibitions on the conclusion of such agreements between the carrier under the contract and the actual carrier. General rules and requirements established by current legislation apply to such transportation [1, p. 72-75].

The responsibility for air transportation will be borne by two companies, for which the Guadalajara Convention established the relevant rules. Actions or inactions of the actual carrier in the part of joint carriage are considered actions or inactions of the carrier under the contract and vice versa. Therefore, claims and lawsuits can be brought against either the contract carrier or the actual carrier, but carriers have the right to allocate their responsibility depending on the fault and other circumstances [2].

There are various rules and regulations regarding codeshare agreements that airlines must follow depending on the region they serve. For example, in Europe, such rules are set by the European Union Aviation Safety Agency (EASA), which approves regulations on code-sharing agreements for third-country operators (TCOs) under "Regulation No. 965/2021". This means that the TCO must be audited for compliance and continued compliance with ICAO standards.

In addition to it, ICAO has developed a "Manual on the Regulation of International Air Transport" which includes guidelines for codeshare arrangements between international airlines. Depending on the region, airlines must follow various regulations, such as those regulations of the European Union Aviation Safety Agency (EASA) for Europe, which sets out provisions on codeshare for Third Country operators (TCOs) under "Regulation No 965/2021" [2]. TCOs are subject to compliance audits to ensure they meet ICAO standards. For instance, airlines seeking to share codes with US airlines must first get permission from the US Department of Transportation (according to Part 212 of the Department's "Economic Regulation, 14 CFR Part 212). The department gives special document (permission) if it deems it to be in the

public interest, and if the permit does not violate the principles of transportation competition [3].

In conclusion, codeshare agreements are popular practice among airlines globally, as they form legally binding agreements to cooperate with each other. With a proper codeshare agreement, airlines can improve competitiveness and reap mutual benefits. Nonetheless, companies need to be aware and know all the features to avoid bad consequences.

References

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РОЛЬ МІЖНАРОДНОЇ ОРГАНІЗАЦІЇ ЦИВІЛЬНОЇ АВІАЦІЇ (ІКАО) В ПИТАННЯХ ЗАБЕЗПЕЧЕННЯ БЕЗПЕКИ ПОЛЬОТІВ

Міжнародна організація цивільної авіації є спеціалізованою установою ООН, яка займається організацією і координацією міжнародного співробітництва держав у всіх аспектах діяльності цивільної авіації. ІКАО розробляє методи аеронавігації та сприяє плануванню і розвитку міжнародного повітряного транспорту. Нині до складу Міжнародної організації цивільної авіації входить 191 держава [1], в тому числі Україна.

Діяльність ІКАО регламентується Чиказькою конвенцією 1944 року, дев'ята редакція якої виступає і її статутом. Реалізація поставлених цілей відбувається через низку напрямів, до яких належать такі: забезпечення безпечного й упорядкованого розвитку міжнародної цивільної авіації у всьому світі; заохочення мистецтва конструювання та експлуатації повітряних суден у мирних цілях; розвиток повітряних рас, аеропортів та аеронавігаційних засобів для міжнародної цивільної авіації; задоволення потреб народів світу в безпечному, регулярному, ефективному та економічному повітряному транспорті; усунення конкуренції,