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FEATURES AND LEGAL PROTECTION OF THE LIABILITY OF THE AIR CARRIER IN THE EUROPEAN UNION

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In the research work, the author examines and examines the issues related to the characteristics and legal provisions of the liability of an air carrier in the European Union in a scientific context. At the same time, special attention is paid to the nature and legal conditions of the liability of an air carrier in the European Union, the characteristics and legal provisions of liability for delay, as well as liability relations for violation of standards and rules in civil aviation in the sphere of air services.

Key words: European Union, civil aviation, air carrier, liability relations, the nature and legal conditions of liability.

Nature and conditions of liability of the air carrier. At the same time, the establishment of the European Union, which is characterized by the existence of a unique legal system, strengthened the influence of the EU member states on the formation of international air law, and enabled the faster implementation of air law. In this sense, today there is a close relationship between

international and European law in the researched field, which complement each other, which currently creates a solid foundation for the comprehensive improvement of the legal regulation of air transport and air navigation.

Regulation No. 1008/2008 was adopted in the European Union, which consolidates the provisions of the previously existing regulations in three main areas in order to

modernize the internal air transport market of the European Union: licensing of EU air carriers; access of EU air carriers to internal air routes of the Union; air fares. This regulation, of course, made an important contribution to the improvement of the legal regulation of each of the areas: the efficiency of the licensing mechanism, as well as the control system of issued licenses

was improved, and the level of safety in air transport was increased; a system of determining obligations for the implementation of socially important transport was created, which strengthened the connection between the remote regions and the central regions of the EU [29, p.17].

All over the world, as well as in the EU, a number of international agreements and protocols attached to them play an important role in air cargo transportation, which form a whole regulatory system. The basis of this system base is the Warsaw Convention adopt-



ed by the states in 1929, which envisages the generalization of a number of rules related to international air transportation. This convention was followed by the 1955 Hague Protocol, 1961 Guadalajara and 1971 Guatemala Protocols. The 1975 Guatemala Protocols were signed to these systems. Four Protocols were added to these systems in 1975. These mentioned international documents are concentrated in the Montreal Convention of 1999, which provides generalization in the same manner [35, p.254]. It should be noted that customs also play their role in air transportation. According to accepted international conventions, there must be a legal basis for holding the carrier liable. Otherwise, there is no question of responsibility. Such legal grounds may consist of damage caused to cargo, luggage, passenger's health, damage caused by failure to deliver cargo, luggage to the designated place on time. In such cases, we can talk about the responsibility of the carrier. Illegal actions-inactions of the carrier may cause liability, in such a case there should be a causal connection between the act and the damage caused, or rather, the fault should be determined. A number of accepted conventions also provide for fault as the basis of liability, meaning that the carrier is only liable if it is at fault. If it is proved that the damage was not caused due to the fault of the carrier, in this case the carrier's responsibility does not arise, he is released from responsibility. Of course, the carrier must prove the fault. If the carrier proves that he has taken all the necessary measures to prevent the damage or that the taking of such necessary measures is certain to be unavoidable it was not possible for this reason, in such a case the carrier is released from responsibility. Also, if the

damage is caused by the victim, the carrier is released from liability and is released from paying for the damage caused, but only on the condition that the carrier can prove it. The Warsaw Convention specifically mentions this issue. The Hague Protocol provides for an increase in the liability limit for damage to passenger health, especially when the passenger dies as a result of the damage. If the carrier knowingly causes damage to the cargo owner, the carrier's liability is not limited, he is fully responsible. Therefore, the responsibility of the carrier for the loss and damage of hand luggage and baggage is determined by the international air law of individual countries [13, p.112]. The intentional nature of the carrier's actions and omissions must be proven by the claimant, which is somewhat difficult, as the claimant usually has little or no relevant evidence. If the price of the baggage is declared and the baggage is not preserved, then the carrier is responsible for the value of the baggage.

Air transport of passengers and baggage in the European Union is carried out on the basis of an air transport agreement. Clause 1 of Article 5 of Regulation No. 1090/2016 in the European Union gives the essence of the passenger air carriage contract.

According to the contract of passenger transportation by air, the carrier undertakes to deliver the passenger to the destination point, to give him a seat on the aircraft carrying out the flight specified in the ticket, and in the case of air transportation of luggage by the passenger, to deliver the luggage to the destination, to deliver the luggage to the passenger or to the person authorized to receive the luggage. the concept of handing over is given [24, p.192].



The delivery time of passengers and baggage in the European Union is determined by the rules of air transportation established by the carrier. The passenger of the aircraft undertakes to pay for air transportation, as well as for the transportation of baggage in case of baggage exceeding the free baggage allowance established by the carrier. The contract for the carriage of passengers and baggage by air is a type of contract of carriage, the legal essence of which is given in Article 786 of Regulation No. 1090/2016 in the European Union.

According to the cargo transportation contract defined in Article 786 of Regulation No. 1090/2016 in the European Union, the carrier undertakes to deliver the cargo to the destination and, if the passenger has luggage, delivers the luggage to the destination and hands it over to the person authorized to receive the luggage, the passenger pays the specified fare, also undertakes to pay for the carriage of baggage. Although this definition is slightly different from the contract of carriage of passengers by air, the content is the same.

The problem of differentiation of contracts for the carriage of passengers and baggage is controversial. The main reason for this division is that the passenger is not always connected with his luggage, because sometimes he may not travel in the same vehicle. M. Colangelo points out that the air transport of a passenger is usually accompanied by the carriage of his baggage, nevertheless, the carriage of the baggage follows the position and the contract of carriage where the contract of carriage is real [12, p.503].

Other scholars believe that the transportation of passengers and luggage is connected with the same transport contract, that

is, the passenger and his luggage are inseparable, which indicates the consensual nature of this contract. D. Cal Poczko believes that during baggage transportation, it is about the execution of the passenger transportation contract, the subject of which includes the actions of the carrier or other authorized person in delivering the luggage to the destination and handing it over to the passenger. In other words, the content of the contract of carriage of baggage and passengers does not create an additional contract for the carriage of baggage separate from the contract of carriage of passengers to the destination [14, p.261].

B. From the point of view of Cavel, the delivery of baggage usually accompanies passenger transportation, is closely related to it, but is regulated in a special manner. Since the passenger's ticket is usually combined with the baggage receipt, and the passenger and baggage travel routes are the same, according to the scientist, the baggage carriage contract has an additional character in relation to the carriage contract. In the European Union, Article 105 of Regulation No. 1090/2016 calls the baggage receipt as a document confirming the air transportation contract, as well as a document proving the conclusion of the baggage transportation contract. B. Cavel also emphasizes that there are significant differences in the responsibility of the air carrier for the carriage of baggage and passengers, and a separate baggage receipt may be issued for carriage exceeding a certain baggage allowance [10, p.302].

According to Z. Z. Sunadez, Another important point to note regarding notifications to be made by air transport operators is the presence of contact information provided



by passengers for notifications to be made to the air transport operator at the time of carriage order [31, p.274].

Characteristics and legal guarantee of the air carrier's liability for delay. The main points to be considered regarding the rights granted to passengers who are not allowed to board an aircraft during transportation in the European Union are reflected in Articles 8 and 9 of the European Union Regulation No. 261/2004. Article 8 of EU Regulation No. 261/2004 includes the procedure for payment of compensation, its amount and the right to change the route. Other legal and material rights granted to passengers expelled from the aircraft according to Article 9. Non-exercise of the right to compensation, re-routing and service for passengers included in my study who are denied boarding under EU Regulation 261/2004. The issues I have mentioned in the section "" also apply to the rights of passengers during flight cancellation [27, p.6].

Although passengers are free to fly within the European Union, their rights to compensation, rerouting and cancellation services under EU Regulation 261/2004 are the same as those they would have had they been denied boarding.

The criteria stated by the ECtHR that the domestic courts of the member states of the European Union must take into account can be divided as follows: First, the event that caused the cancellation of the flight is not part of the normal activities of the air transport operator, and second, due to its nature or occurrence, it is the actual operation of the flight. cannot be controlled by the air transport operator. The European Court has noted in its decisions that these two conditions must occur together for an emergency situ-

ation to occur. The first of the conditions that must be fulfilled for the emergence of an emergency situation is that the event that caused the cancellation of the flight is not included in the normal operation of the air transport operator [2, p.345].

Air transport companies operating in the European Union air transport sector can experience numerous disruptions during a typical flight day. These delays and disruptions that airlines may experience are unavoidable interruptions that are often avoided by businesses with the help of pre-planned management plans. Air transport operators are part of a large airline that operates flights around the world based on the expertise of the unit they are based in. Therefore, the continuity of flights by air transport operators during transportation in the European Union significantly increases both the maximum comfort of passengers and the profit indicators of enterprises by providing more flights to air transport companies. In order to achieve continuity of operation of flights during transportation in the European Union, air transport operators must prepare plans that include quick solutions to many possible problems that may occur, but such interruption does not eliminate the responsibility of air transport operators in case of flight cancellation.

The second of the conditions that must be met for the occurrence of an emergency is that the event causing the flight delay due to its nature or cause cannot be effectively controlled by the air transport operator operating the flight.

On July 5, 2006, Regulation No. 1107/2006 of the European Parliament and of the Council entered into force on the rights of disabled and disabled passengers



traveling by air in the European Union. While the third and fourth articles of the relevant regulation preventing denial of carriage entered into force on July 26, 2007, the entire regulation entered into force on June 26, 2008.

The regulation provides legal norms to protect passengers with disabilities and reduced mobility from discrimination. These rules cover the rights of passengers traveling from airports within the European Union and from third countries to EU airports. According to Regulation No. 1107/2006, airlines and their agencies have a number of duties. One of them is that these companies cannot refuse to book and transport people with disabilities and reduced mobility [30, p.21].

This refusal can only occur if it is not possible to carry and board disabled passengers for safety reasons or due to the size of the aircraft or the doors. This issue is mentioned in Article 4 of the mentioned Regulation No. 1107/2006 of the European Union. The air transport company must provide the passenger with a written document indicating the reasons for this no later than five working days after the reservation or carriage has been refused.

Passenger distress and inconvenience caused by flight cancellations during transport within the European Union should be minimized by requiring air carriers to notify passengers in advance of flight cancellations and to offer passengers alternative reasonable routes. If this is not possible, even if all reasonable precautions are taken, the carrier must compensate the passengers if the flight is canceled due to unavoidable circumstances. In addition to force majeure, the Regulations also define a complete list of cases in which the cancellation of the flight does not serve

as a basis for compensation to passengers. According to Clause 5 of the Rules, assistance should be provided to passengers except in the following cases:

- they are not informed about the cancellation of the flight by the carrier no later than 14 days before the scheduled flight time;

- they have not been informed of the cancellation within a period of 7 to 14 days and have not been offered an alternative route during which they can take this route at least two hours before departure and arrive at their destination no later than four hours.

Passengers are informed of the cancellation during transportation in the European Union, they are supposed to be offered an alternative means of transport to their destination. The provision of this Regulation saved hundreds of thousands of passengers who were stuck at EU airports due to the closure of airspace due to the eruption of the Icelandic volcano in April 2010, but were able to reach their destination by other means. Regulation No. 261/2004 for carriage within the European Union further determines the amounts of compensation to be paid to air passengers in the event of a flight delay. Thus, if the air carrier reasonably expects the flight to be delayed:

- two hours, even if the flight distance is 1,500 km or less, passengers are entitled to compensation of 250 euros. If the carrier offers passengers a different route and method of travel to the destination, then it has the right to reduce the indicated amounts by 50%. [27, p. 5].

It should be noted that this provision, which is quite burdensome from a financial point of view, may be beneficial for air



carriers in the long run, especially for small airlines that have difficulty finding funds to provide alternative modes of transportation. The point is that some of the passengers (business passengers) will always prefer to continue the journey as soon as possible and agree on an alternative route, while the other part may refuse this offer and wait for the resumption of flights. In this case, the carrier will get rid of part of the passengers and will be able to send the rest more conveniently when the flights resume (with fewer ships due to the vacated seats) and at the same time it will avoid the need to return passengers. EU regulations ensure that consumer rights are respected in these cases on relatively reasonable terms for the carrier.

Flight delay or cancellation and the passenger's forced refusal of the flight, the responsibility of the carrier is defined in paragraph 1.1.2 of Regulation No. 261/2004 as follows: - cancellation or delay of the flight specified in the ticket; - failure of the aircraft to land at the airport specified in the ticket; - on the flight specified in the ticket and non-dispatch of the passenger due to the impossibility of providing a place for the passenger on the date; - returning the aircraft to the airport of departure before completing its flight; - non-dispatch of the passenger from the transfer airport on the flight indicated in his ticket due to the delay of the aircraft or the cancellation of the flight on which the passenger should arrive at the transfer airport; - replacement of the type of aircraft shown in the table with another one; - termination of the flight due to the emergency landing of the aircraft; - issuance of a wrong ticket by the carrier.

The responsibility of the carrier in the

case of flight delay or cancellation during transportation in the European Union and in case of forced refusal of the passenger from the flight is defined in paragraph 1.1.3 of the Regulation No. 261/2004 in such a way that if the passenger is forced to cancel the flight, the carrier shall pay for unused transportation in accordance with the rules of application of tariffs is obliged to refund the passenger's money and to assist in sending the passenger by other means of transport [27, p. 7].

If, for any reason, the aircraft lands at an airport not specified in the ticket, the carrier is obliged to transport the passenger from the landing point of the aircraft to the destination airport by another flight at its own expense. If it is not possible to transport the passenger by air, the carrier must ensure its transportation by other means of transport and is obliged to recalculate it in accordance with the rules of tariff application.

In an attempt to create the highest possible level of protection of passengers' rights during transportation in the European Union, Regulation No. 261/2004 9 defines the passenger's right to free drinks and food, hotel accommodation, and hotel-to-hotel transfers depending on the waiting time.

Article 19 of the Montreal Convention establishes the carrier's liability for flight delay in all cases, except in cases of force majeure. It is further clarified that the liability of the air carrier is limited to the special payment right of 4150 SDR per passenger. The fifth paragraph of that article stipulates that if the damage is caused by the carrier's intent to cause damage or by negligence and knowing the possibility of damage, this limitation shall not be applied.

Since the EU's accession to the Montreal



Convention took place before the adoption of Regulation No. 261/2004, the plaintiffs argued that the provisions of the Regulation could not conflict with the earlier act. In this regard, the Court of Justice first declared that the treaties concluded by the European Union are binding on the institutions of the Union and the member states. According to established practice, such contracts are superior to secondary law. In contrast to this rule, the Montreal Convention exempts the air carrier from liability in case of emergency delay [27, p.69].

Of course, this situation affected the legal interests of the plaintiffs, which led to the filing of the lawsuit. Rejecting the arguments of the plaintiffs, the EU Court noted that the Montreal Convention establishes rules aimed at protecting the interests of every victim. That is why, by establishing such a measure for the protection of passengers' rights as individual complaints, the Convention allows passengers to recover individually determined and assessed damages, while Regulation No. 261/2004 establishes standardized measures for emergency assistance. It does not abolish individual response measures in accordance with Article 34 of the Convention, but only expands the possibilities of protecting the rights of passengers. Therefore, the EU Court did not find any conflict between the Convention and the Regulations, which in its opinion are only complementary.

In the case of shipments in the European Union, the courts of the EU member states are obliged to apply the provisions of Regulation No. 261/2004 accordingly. At the same time, recent judicial practice shows that it is ready to refer primarily to the norms of the Montreal Convention in matters related to its exclusive jurisdiction.

The UK House of Lords once upheld the exclusive jurisdiction of the Warsaw Convention in matters governed by the convention in *Sidhu v. British Airways*. More recently, in *Hook v British Airways* and *Stott v Thomas Cook*, the court reached the same conclusion regarding the Montreal Convention, noting that if cargo transportation is carried out by several carriers, and in this case, the cargo owner can file a claim against the carrier that caused the damage [35, p.398].

In addition to the EU Regulations, the Warsaw Convention provides for the same liability and establishes a two-year claim period for disputes arising during the carriage of cargo by air. At this time, the persons whose rights have been violated can apply to the court and ensure their rights. The Convention does not provide for an extension of this period [38, p.155]. This term is intended to ensure the violated rights of cargo owners and passengers in court. This period can be considered the protection period of violated rights. At the same time, the claim period should be considered. Article 28 of the convention clarifies the court in which the case will be heard. If the parties wish, they can reach an agreement on the arbitration of the matter. The Warsaw Convention was amended in 1971 by the Guatemala Protocol, the most important of which was aimed at increasing the liability of carriers to the other party. The Guatemala Protocol has not yet entered into force [1, p.337] 55 participating states of the Conference are entitled that they determine the appropriate norm in their national legislation regarding additional compensation (compensation) for damage caused to the health of passengers in air transportation.



Responsibility for violations of standards and regulations in civil aviation in the air services sphere of the European Union. As for the international legal responsibility of individuals for violation of standards in civil aviation, let's note that a number of international documents have been adopted in this field. So, one of them is Tokyo in 1961 Convention and the second act in 1970 on the seizure of aircraft the Convention on the fight against and the Protocol of September 10, 2010 adding to the Convention. This Protocol stipulates that a person commits a crime if he illegally and intentionally seizes or controls an aircraft in operation by force or violence or any other form of intimidation, by any technical means [23, p.113].

In the Regulation on the liability of the air carrier for the carriage of passengers and their baggage by air, liability cases are divided into two: liability arising from an accident and liability arising from delay, as in the Warsaw Convention. The European Union adopted the Council Regulation on the liability of air carriers in the event of accidents on October 9, 1997. Council Regulation No. 2027/97 (On air carrier liability for the carriage of passengers and their baggage by air) is based on the Warsaw Convention, but with modifications.

According to Article 3 of the Regulation, the carrier's liability cannot be limited by law, convention or contract, that is, the carrier has unlimited liability. Limits of liability and compensation amounts are determined by taking into account the 1999 Montreal Convention. The Montreal Convention adopted the unlimited liability of the carrier for damages resulting from the death and injury of passengers, instead of the limited liability of the carrier in the Warsaw Con-

vention. According to the Warsaw Convention, the liability limits have been increased. A two-stage compensation system is provided for passenger transportation. The Warsaw Convention also regulates the relationship with the carrier and claims, the convention provides for a mandatory claim procedure (procedure) for baggage and cargo transportation. So, first of all, the dispute that has arisen should be settled out of court - in the order of claim, and this is mandatory. If the cargo owner does not submit a claim to the carrier within the specified period, he loses the right to file a claim against the carrier in court. The claim must be submitted within the time limits stipulated by the convention. The convention defines claim periods of 3 days (for luggage), 7 days (for cargo) and 14 days (for transfer of delivery time). With the Hague protocol, these periods were extended to 7, 14 and 21 days, respectively.

Damages and delays in registered baggage and cargo transportation must be notified within certain periods. If damage is discovered, it must be notified immediately. If the damage is not known, notification must be given within seven days for luggage and fourteen days for cargo. The beginning of time is the date of delivery of the goods. In case of delays, notice must be given no later than twenty-one days from the day when the baggage or cargo is at the disposal of the consignee. In case of non-observance of the mentioned periods, no action can be brought against the carrier [11, p.68].

The Montreal Convention allows electronic submission of transport documents instead of paper documents. This is possible for both passenger tickets, baggage coupons and freight. Thus, it is intended to facilitate the flow of passengers, luggage and cargo.



It also removes the link between the form of shipping documents and the liability of the carrier. The passenger can decide whether to request a passenger and baggage ticket containing all information related to the contract of carriage. However, passengers are requested to be informed about aviation security and immigration procedures [10, p.414].

The beginning of the comprehensive formation of the internal aviation market of the European Union in a modern form is connected with the adoption of the third package of legal acts of the European Union, which completes the process of liberalization of air transport in the EU. The initially adopted directives aimed at harmonizing the legislation of the EU member states later gave way to regulations, which are the preferred instruments for the unification of legal regulation. Air transport is the most important and dynamically developing mode of transport for international communication, and the legal regulation of air transport has been updated in recent years. Within the European Union, this renewal was manifested in the adoption of Regulation No. 1008/2008 (new Regulation) in force in 2008 on general rules for the operation of air services together [7, p.84].

In the process of transportation in the European Union, a number of important, significant regulations and normative acts of a directive nature have been adopted, which were also adopted in order to implement the principle of free service in air transportation. Shipments are shared between carriers. In this area, the regulation No. 234390 (EEC) adopted in the European Union on 24.07.1990 should be especially noted, which does not recognize the exclusive

right of individual air carriers to operate within the European Union. In this space, air transportation is classified as a licensed activity. Regulation No. 240792 (EEC) adopted on 23.07.1992 is devoted to these issues, and uniform licensing rules are established. (34; S.292) Regulation No. 8472004 (EC), adopted in the European Union on 29.04.2004, provides member states with the negotiation and conclusion of agreements related to transportation with third countries, as well as the implementation of these agreements into national law. However, the regulation stipulates that when concluding such agreements, the European Commission should be informed and consultations should be held on individual clauses of the agreement. Regulation No. 2612004 (EC), adopted by the European Parliament and the Council of the European Union on 11.02.2004, provides general rules for demanding compensation from air carriers in cases of flight delay, passenger disembarkation, and flight cancellation.

International legal liability for violations of standards and regulations in civil aviation during air transportation in the European Union should be classified as coercive measures that ensure the implementation of international legal norms in the operation of civil aviation. However, it is necessary to take into account not only the content of such responsibility, but also the features related to the application procedure. From this point of view, there is a need to deeply study the problem of the concept and characteristics of responsibility for violation of international legal norms and standards in civil aviation. First of all, it should be noted that responsibility in international law has been the object of many scientific studies.



However, despite this, the issue of specifics of responsibility for violation of international standards in civil aviation is still not sufficiently studied today [4, p.211].

In the European Union, the rules governing the liability of air carriers during air transport were generally adopted in order to tighten the liability of airlines for damage to the life or health of passengers as a result of accidents occurring in air transport. An example of a problem that can occur in the field of air transport is engine failure in airplanes. In aircraft engines, engine failures of various sizes are more common in long-haul aircraft and in some cases lead to flight cancellations. In the event of a cancellation, the risk of aircraft engine failure is a risk inherent in the normal operation of an air transport operator. In order to quickly eliminate such an event, the air transport operator must take various measures for the normal implementation of its activities. However, a malfunction in digital processors noticed by aircraft manufacturers as a result of manufacturing errors long after the aircraft was put into service is not the responsibility of the airlines. It can eliminate the responsibility of air transport companies because there is no situation that can be considered for the normal implementation of its activities.

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**AVROPA İTTİFAQINDA HAVA DAŞIYICISININ MƏSULİYYƏTİNİN
XÜSUSİYYƏTLƏRİ VƏ HÜQUQİ TƏMİNATI**

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Tədqiqat işində müəllif tərəfindən Avropa İttifaqında hava daşıyıcısının məsuliyyətinin xüsusiyyətləri və hüquqi təminatı ilə bağlı məsələlər elmi kontekstdə nəzərdən keçirilərək araşdırılır. Eyni zamanda, Avropa İttifaqında hava daşıyıcısının məsuliyyətinin xarakteri və hüquqi şərtləri, gecikməyə görə məsuliyyətin xüsusiyyətləri və hüquqi təminatı, eləcə də hava xidmətləri sferasında mülki aviasiyada standartların və qaydaların pozulmasına görə məsuliyyət münasibətlərinə xüsusi diqqət yetirilir.

Açar sözlər: Avropa İttifaqı, mülki aviasiya, hava daşıyıcısı, məsuliyyət münasibətləri, məsuliyyətinin xarakteri və hüquqi şərtləri.

**ОСОБЕННОСТИ И ПРАВОВОЕ ОБЕСПЕЧЕНИЕ ОТВЕТСТВЕННОСТИ
АВИАПЕРЕВОЗЧИКОВ В ЕВРОПЕЙСКОМ СОЮЗЕ**

Багирзаде Нурлан Азер оглы,
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В исследовательской работе автор рассматривает и анализирует вопросы, связанные с особенностями и правовой защитой ответственности авиаперевозчика в Европейском Союзе в научном контексте. При этом особое внимание уделено сущности и правовым условиям ответственности авиаперевозчика в Европейском Союзе, особенностям и правовым гарантиям ответственности за просрочку, а также ответственности за нарушение стандартов и правил в гражданской авиации в сфере воздушных перевозок.

Ключевые слова: Европейский Союз, гражданская авиация, авиаперевозчик, отношения ответственности, характер ответственности и правовые условия.

**AVRUPA BİRLİĞİ'NDE HAVA TAŞIYICI SORUMLULUĞUNUN
ÖZELLİKLERİ VE YASAL GÜVENLİĞİ**

Bagirzade Nurlan Azer oğlu,
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Anabilim Dalı'nda yüksek lisans öğrencisi.

Yazar, araştırma çalışmasında Avrupa Birliği'nde hava taşıyıcılarının sorumluluğunun özellikleri ve hukuki korunmasına ilişkin konuları bilimsel bağlamda ele alıp incelemektedir. Aynı zamanda, Avrupa Birliği'nde hava taşıyıcısının sorumluluğunun niteliği ve hukuki koşulları, gecikme sorumluluğunun özellikleri ve hukuki garantileri ile hava hizmetleri alanında sivil havacılıkta standart ve yönetmeliklerin ihlali sorumluluğu konularına özel dikkat gösterilmektedir.

Anahtar Sözcükler: Avrupa Birliği, sivil havacılık, hava taşıyıcısı, sorumluluk ilişkileri, sorumluluğun niteliği ve hukuki koşullar.

