

здійсненню космічних проєктів, що вимагає необхідного регулювання з боку держави та забезпечення відповідної правової бази. Нормативно-правове регулювання космічної галузі України є важливим елементом забезпечення безпеки та успішності космічних проєктів. А це означає, що необхідно забезпечити прозорість та відкритість процесу регулювання для забезпечення інвестиційної привабливості та стимулювання розвитку космічної галузі в Україні.

Тому, як ми бачимо, нормативно-правове регулювання космічної галузі України є складним та багатоаспектним процесом, який вимагає уваги та зусиль з боку держави та космічної галузі в цілому. Водночас, успішне регулювання дозволить Україні зайняти своє місце в глобальній космічній галузі та забезпечити успіх українським космічним проєктам.

### *Література*

1. Про космічну діяльність: Закон України від 15 лист. 1996 р. № 502/96-ВР. URL: <https://zakon.rada.gov.ua/laws/show/502/96-вр#Text> (дата звернення: 18.04.2023).

2. Про державну підтримку космічної діяльності: Закон України від 16 бер. 2000 р. № 2806-IV. URL: <https://zakon.rada.gov.ua/laws/show/1559-14#Text> (дата звернення: 18.04.2023).

3. Стратегія космічної діяльності України на період до 2022 року: наказ Державного космічного агентства України від 21 трав. 2015 р. № 100. URL: <https://zakon.rada.gov.ua/rada/show/v0100814-15#Text> (дата звернення: 18.04.2023).

4. Про затвердження Порядку подання декларації про провадження господарської діяльності у сфері космічної діяльності: Постанова КМУ від 26 лют. 2020 р. № 198. URL: <https://zakon.rada.gov.ua/laws/show/198-2020-%D0%BF#Text>. (дата звернення: 18.04.2023).

5. Про схвалення Концепції Загальнодержавної цільової науково-технічної космічної програми України на 2021-2025 роки: Розпорядження КМУ від 13 січ. 2021 р. № 15-р. URL: <https://zakon.rada.gov.ua/laws/show/15-2021-%D1%80#Text> (дата звернення: 18.04.2023).

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## **COMPENSATION OF BROUGHT FORWARD FLIGHTS**

Finally, Court of Justice, which is part of the Court of Justice of the

European Union (hereinafter referred to as the Court of Justice) delivered the case about the possible compensation for flights that were brought forward at least one hour earlier. But the following questions arise. Does the Regulation No 261/20034 more famous as Air Passenger Rights Regulation imply the provisions of bringing forward the flights? Is the brought forward flight treated as cancelled or delayed? And finally, what ways of compensation apply to that type of ‘cancellation’?

Case 263/20, the flight has been rescheduled 6 hours earlier, and instead of opening the gates at 14.40, its departure was at 8.25 am. Following, the Court of Justice raised the question of whether the Art. 2(1) and Art, 5(1)(c) of Regulation treat the brought forward flight as cancelled or not. What does mean cancellation according to the Regulation No 261/20034? Art. 2(1), cancellation’ is defined as ‘non-operation of a flight which was previously planned and on which at least one place was reserved.’ [1]. Regarding this, no clear explanation or listing the examples of ‘cancellation’ or any understanding of how the brought forward flight should be treated.

But based on the case’s decision, ECJ says that flights that ‘departures’ earlier should be used in the context of the re-routing of the flight and the following imply the compensation. That means, that in any case, when the departure was not on time, delayed, cancelled, or brought forward, will apply the reimbursement in the sum from 260 to 600 Euro according to the Art. 5(1)(c) and Art. 7 of that Regulation depends on the distance.

The ECJ also ponied out the importance of distinguishing flight delay and bringing forward a flight. It is not the same thing, when the flight’s delay are treated as more than two hours according to Art. 6 (1)(a) of the Regulation, whereas flights may not be brought more than one hour earlier. Following, the passenger can apply for reimbursement if the flight was earlier than one hour and has not been notified properly according to Art. 5. (c) of Air Passenger Rules Regulation.

The foregoing decision of Court of Justice is that Article 2(1) and Article 5(1)(c) must be interpreted as meaning that a flight is regarded as being ‘cancelled’ in the case where the operating air carrier brings that flight forward by more than one hour [2].

Court of Justice also specified the conditions under which air passenger may rely on the rights to compensation. For instance, it is not enough to possess only a ticket, but also the passenger should have a ‘confirmed reservation’, when the tour operator provides the passenger, with whom it has a contract, with additional evidence by which he or she is guaranteed transportation on a specific flight, specifically identifying the places of departure and destination, the times of departure and arrival, and the flight number. Compliance with such provisions should be exclusively accessed according to Air Passenger Regulation. Also, the operation carrier could reduce the compensation provided

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*

1. Regulation (EC) No 261/2004 of the European Parliament and of the Council. 11 February 2004. URL: [https://www.aviationreg.ie/\\_fileupload/Image/Regulation%20EC261%202004.pdf](https://www.aviationreg.ie/_fileupload/Image/Regulation%20EC261%202004.pdf) (access date: 11.03.2023).
2. Case C-263/20. European Court of Justice. 21 December 2021. URL: <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:62020CJ0263&from=EN> (access date: 12.03.2023).

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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