

## ACTUAL PROBLEMS OF THEORY AND PRACTICE OF JURISPRUDENCE AND FINANCE

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### COMMODITY EXCHANGE SERVICE AGREEMENT AS AN ELEMENT OF COMMODITY EXCHANGE TRADING

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The current public procurement legislation for legal entities and individuals, including individual entrepreneurs, with their participation in public procurement procedures, establishes a number of rules creating preconditions providing contract obligations. There are a number of relationships between potential participants, participants and third parties; in particular, relationship between a potential participant and a commodity exchange arises on the basis of a commodity exchange service agreement (here and after – agreement) in case of participation of a potential participant in the commodity exchange trading as a kind of public procurement procedure.

Nowadays the relevant contract obligations have not been sufficiently studied, and therefore the need for their legal analysis is obvious.

The purpose of the research is to study the agreement, concluded in case of participation of a potential participant in the commodity exchange trading as a kind of public procurement procedure and to identify its legal nature.

**Material and methods.** The article uses legal acts regulating the relevant relations, scientific approaches to the problems of contract obligations. The methodological basis of the study is system analysis method, formal legal methods etc.

**Findings and their discussion.** Commodity exchange trading as a kind of public procurement procedure is regulated by the legislation on commodity exchanges, as well as by separate norms of the Law of the Republic of Belarus dated July 13, 2012 No. 419-3 "On public procurement of goods (works, services)".

In Belarus there is the only one commodity exchange – Belarusian Universal Commodity Exchange – founded for the purposes of organizing exchange trade (Article 1 of the Law of the Republic of Belarus dated January 5, 2009 No. 10-3 “On Commodity Exchanges”).

In order to participate in commodity exchange trading the agreement has to be. The terms of such agreement depend on the status of a bidder – a resident of the Republic of Belarus, a non-resident of the Republic of Belarus, as well as a bidder – an individual who does not engage in entrepreneurial activity.

The subject of the agreement is based on the provision by the commodity exchange to the client with the right to participate in commodity exchange trading, to make exchange transactions, and to provide exchange services.

It is obvious that we are talking about the service agreement for organizing and conducting commodity exchange trading to a participant (a bidder and (or) an broker), for which exchange fees (payment for organizing and conducting commodity exchange trading charged by the commodity exchange, the amount of which is determined in accordance with the legislation).

Thus, the agreement refers to service contracts for the provision of service fee.

The essential terms of the agreement for exchange services are the condition on the subject, the price of the service (tariff) (in this case, the exchange fee). For example, in the form of an agreement developed by the Belarusian Universal Commodity Exchange for the exchange service of a bidder – a resident of the Republic of Belarus (Appendix 1 to the Rules of Exchange Trading at OJSC “Belarusian Universal Commodity Exchange”), it is provided that the rates of the exchange fee charged from a bidder are determined by the Belarusian Universal Commodity Exchange in accordance with legislation of the Republic of Belarus and are posted on its Internet website ([www.butb.by](http://www.butb.by)). In this case, the exchange has the right to unilaterally change the rates of the exchange fee by notifying a bidder by posting information on the Belarusian Universal Commodity Exchange Internet website.

Thus, the procedure for changing the price (tariff) of the contract is established.

**Conclusion.** Having analyzed the legal nature of the agreement, we noted the following issues. We believe that the contract is consensual, due to the fact that the moment of concluding the contract is the moment of reaching an agreement on all essential conditions in the prescribed form. Bilateral nature implies the fulfillment of mutual obligations - on the one hand, for the provision of services that are the subject of the agreement, and, on the other hand, for their payment.

Retribution is predetermined by the fees put by the commodity exchange for the provision of exchange services and by the nature of the contract itself.

The commodity exchange as a commercial organization (open joint stock company) is a legal entity with special legal capacity that performs to some extent public functions, including those related to the creation of conditions for commodity exchange trading (since it regulates exchange trading); the activities of the exchange are mediated by the statutory obligation to organize and conduct commodity exchange trading, and the corresponding services must be carried

out to everyone who asks for services (part one of paragraph 1 of Article 396 of the Civil Code).

Accordingly, it can be argued that the agreement is qualified as public for the commodity exchange, for which, due to the nature of the activity, there is no legal possibility to refuse to reach the agreement with any applicant.

Also, the service fee, other terms of the agreement are the same for all consumers of such services, but differ depending on the legal status of the entity (customer) - a bidder (a resident of the Republic of Belarus, a non-resident of the Republic of Belarus, as well as a bidder – an individual who does not engage in entrepreneurial activity).

The legal nature of the agreement includes a consensual, bilateral, reimbursable and public nature. The contract refers to the accession contract.

## **FEATURES OF ENSHRINING THE LIST OF GROUNDS FOR DEPRIVATION OF PARENTAL RIGHTS IN THE REPUBLIC OF BELARUS AND NEIGHBORING COUNTRIES**

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The legislation of the Republic of Belarus complies with the world requirements and approaches to the protection of children's rights. The Republic of Belarus joined the Convention on the Rights of the Child in 1990, and on November 19, 1993 adopted the Law “On the Rights of the Child”. The Convention on the Rights of the Child is the basic international legal document that considers the rights of children in details. It enshrines the child’s right to protection, care and respect for his human dignity.

The relevance of the topic of our research is that the effectiveness of the state in this matter remains low. One of the main reasons for this situation is the lack of comprehensive measures established by the state aimed at protecting the rights of the child and strengthening measures of parental responsibility.

The purpose of the study is to highlighting features of fixing the grounds for deprivation of parental rights in the family legislation of the Republic of Belarus and foreign countries.

**Material and methods.** To write the article, we used the legal norms of the Republic of Belarus, the Russian Federation, the Ukraine and Poland. The methodology is based on the methods of analysis and generalization of data on the research topic.

**Findings and their discussion.** The protection of the rights and legitimate interests of children is primarily ensured by parents. It is on them that the state assigns the rights and responsibilities for the upbringing, education and