

DOI: <https://doi.org/10.36719/2706-6185/35/31-40>

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LEGAL OVERSIGHT OF TRANSPORTATION WITHIN THE TOURISM SECTOR

Abstract

The legal oversight of transportation within the tourism industry is a critical concern. Such regulation is essential for guaranteeing tourists' safety and the smooth operation of travel services, enhancing the quality of transport offerings, and fostering a fair competitive landscape. Governments typically establish these regulations through an array of laws, rules, and standards. Effective legal regulation of transportation is vital for the sustainable growth of the tourism sector and for ensuring that tourists have a secure and enjoyable travel experience. These regulations are designed to ensure that all parties involved in the tourism industry cooperate efficiently, thereby optimizing the sector's economic, social, and environmental benefits.

Keywords: *tourism, legal regulation, tourist safety, transport, legislation, state regulation*

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Turizm sektoru daxilində nəqliyyata hüquqi nəzarət

Xülasə

Turizm sənayesi daxilində daşımalara hüquqi nəzarət mühüm məsələdir. Bu cür tənzimləmə turistlərin təhlükəsizliyini və səyahət xidmətlərinin düzgün işləməsini təmin etmək, nəqliyyat təkliflərinin keyfiyyətini artırmaq və ədalətli rəqabət mühitini inkişaf etdirmək üçün vacibdir. Hökumətlər, adətən, bu qaydaları bir sıra qanunlar, qaydalar və standartlar vasitəsilə müəyyən edirlər. Nəqliyyatın effektiv hüquqi tənzimlənməsi turizm sektorunun davamlı inkişafı və turistlərin təhlükəsiz və xoş səyahət təcrübəsinə malik olmasını təmin etmək üçün həyati əhəmiyyət kəsb edir. Bu qaydalar turizm sənayesində iştirak edən bütün tərəflərin səmərəli əməkdaşlıq etməsini təmin etmək və bununla da sektorun iqtisadi, sosial və ekoloji faydalarını optimallaşdırmaq üçün nəzərdə tutulmuşdur.

Açar sözlər: *turizm, hüquqi tənzimləmə, turist təhlükəsizliyi, nəqliyyat, qanunvericilik, dövlət tənzimlənməsi*

Introduction

It is impossible to imagine modern tourism without transport. It is for this reason that tourism professionals come into contact with carriers in their daily activities. For this purpose, every professional tourism specialist should be able to establish relations with carriers at the legal level. According to its specific content, the international transport law has a set of legal norms that regulate the relationships formed during the international transportation of goods and passengers through various modes of transport, transport organizations and individual carriers, as well as the various relationships that arise between them when the transportation process is carried out by several carriers (Aliyev, Aslanov, 2007).

International transportation means transportation of goods and passengers between two or more states based on the conditions determined by international agreements concluded by those states.

International transportation of passengers and cargo is mainly carried out by air, sea and road transport. Air transport plays a special role in terms of fast transportation between these types of transport (Bilalov, 2006).

The feature of the legal regulation in this area is that the main issues of transportation are resolved by international agreements (transport conventions) containing unified norms defining the same conditions for cargo and passenger transportation.

It is accepted by all that for closer cooperation in the field of transport, including aviation transport, it is very important for the gradual opening of transport markets and the development of market economy principles of modern states. At the regional level, these issues have been discussed in separate international transport conferences held in recent years, for example, the Pan-European Conference on Transport (Crete, March 1994; Helsinki, June 1997), UNECE (European Economic Committee) transport and Declarations of the conference on the environment (Vienna, November 1997), the Ministerial Conference on Infrastructure (New Delhi, October 1996) and on the development of infrastructure in the Asia-Pacific region for 1997 – 2006. In the decisions of the Delhi conference on the action plan, the Baku International Conference on the Restoration of the Historical Silk Road (September, 1998), which ended with the signing of the agreement "On International Transport for the Development of the Europe – Caucasus – Asia Corridor", "Europe – Caucasus – Asia Transport Corridor" in the program (TRASEKA) (Brussels, May, 1993) established for the creation of reflected or established in various accepted international legal documents (Alirzayev, 2011).

Explanation of the Problem.

For the development of international air relations, freight and passenger transportation, both the international legal norms and principles that form the basis of modern international air law, as well as the norms of separate international legal acts in this field, are of great importance. For example, the recommendations of the Declaration of the International Aviation Conference on Transport (May, 1998, St. Petersburg) are considered. Clause 4 "c" of the Declaration states that in terms of reliable, efficient and ecologically safe international air (and other) transport systems, the infrastructure of individual types of transport and the development of means of transport should be implemented in accordance with international agreements, conventions and legislation of the European Union.

Historically, the international legal regulation of aviation relations takes its origin from 1919, when the Paris Convention on Air Navigation was signed. One of its valuable aspects is that this Convention established for the first time the right of states to have sovereignty over their airspace. In addition, the right of aircrafts to "peaceful flight" from the airspace of other countries was established in that Convention (4).

Legal regulation of international air transport Panama Convention on Commercial Aviation (1928), Warsaw Convention on the Unification of Certain Rules for International Air Transport (1929) (modified by the Guatemala Protocols of 1971 and Montreal of 1975) and b. was carried out by the provisions of such conventions and is still being carried out.

The Warsaw Convention signed in 1929 and the Protocol amending a number of its provisions (signed in The Hague in 1955) play the most important role in determining the right of states to carry out international air transport in accordance with the convention. The provisions of these very important documents of international air law actually determine the legal regime of international air transport.

The definition of air transport is given in Article 1 of the Warsaw Convention. Within the meaning of the provisions of this Convention, it does not apply to air transport between a State party to the Convention and States not party to it. After crossing the state border, such shipments become international shipments.

In addition, there is also the concept of carrying out transportation through several successive carriers, which is widespread in international air transportation. According to Article 1 of the Warsaw Convention, transport carried out by several successive carriers is considered as a transaction and does not lose its international level if one or several contracts must be fully performed in the territory of the same state. The provisions of the Warsaw Convention have an imperative nature (unconditional requirement) in accordance with its Article 32, and according to the decisions of that convention, not only does it not recognize air transportation as international transportation, but also determines the responsibility of individual carriers.

The issue of carriers' liability is regulated not only by the provisions of the Warsaw Convention and other conventions in the field of international transportation, but also by the norms of the domestic legislation of the newly independent states (5).

Thus, according to the Law of the Republic of Azerbaijan "On Transport" adopted in 1999, (art. 18 b.3) the damage caused to the customer during the transportation of carrier cargo or luggage in our country, if in the relevant normative legal acts on separate types of transport unless otherwise stipulated in the codes, regulations or contract, pays the following amounts:

- in the case of lost or missing cargo or luggage, in the amount of the value of the lost or missing cargo or luggage;
- if the cargo or baggage is damaged – in the amount of its value reduction, and if it is impossible to restore the damaged (damaged) cargo or baggage – in the amount of its full value;
- in the case of loss of cargo or luggage handed over for transportation with the price announced – in the amount of the announced price of that or luggage. If the carrier proves that the actual value of the cargo or baggage is lower than the declared price, the actual value of the cargo or baggage is in quantity.

Circumstances that may be the basis for bringing carriers or the customer to financial responsibility are confirmed by documents drawn up in the prescribed manner (commercial act, general form act, etc.) and can be submitted to the court for the resolution of disputes related to transportation (Article 18 of the Law (m.), clause (b.) 5).

The contractual nature of the relations of the parties is determined by the relevant articles of the Warsaw Convention, which provide for the necessity of concluding an agreement on the transportation of passengers (art. 3 b. 2, art. 4 b. 2) and cargo (art. 5 b. 2). According to them, the international air transport contract is performed on the basis of a ticket (for a passenger) and an air waybill (for cargo) (Convention, art. 8). As for the forms of transportation documents used in the vast majority of the world's aviation companies, they are based on the standard proformas developed by the International Air Transport Association. Thanks to this, the uniformity of transport documentation should be ensured, which should ensure the processing of those documents by foreign aviation companies and mutual settlements between air carriers. In addition, the Warsaw Convention contains a number of norms of a sanctioning nature, which stimulate the proper preparation of transport documents (Huseynov, Efendiyeva, 2007).

Thus, the inaccuracy or loss of the transport document does not affect the validity of the transport contract, and that contract will be within the scope of this Convention. Besides, if there is no special mention in the document that the carriage is subject to the rules of the Warsaw Convention (which provides for the limitation of the carrier's liability), the carrier is deprived of the right to refer to the provisions of the Convention limiting the limits of his liability. The rule also states that the shipper is responsible for the correctness of the information and declarations he has made in the invoice and is responsible for possible damage in connection with this (convention, art. 10).

According to the provisions of the Warsaw Convention, all baggage and cargo, except for the things that the passenger has with him, must be under the protection of the air carrier. As for the carrier's property liability, this liability may arise in the following cases: if the life and health of passengers are damaged, if the baggage and cargo are not well stored, and if the cargo is not delivered on time.

One of the features is that the financial responsibility of the air carrier for the damage to the health of the passengers arises regardless of its fault. Thus, according to Article 22 of the Warsaw Convention, the financial liability of the air carrier for damage to the health of each passenger is limited to 125,000 francs, while the Hague Protocol doubles this limit. The convention allows airlines to increase this limit of liability, which has given some American airlines a reason to increase that limit by one hundred thousand US dollars. The air carrier is released from responsibility if it proves that the damage occurred despite all the measures taken by it, or if it proves the impossibility of taking such measures (Huseynov, 2002).

The victim is not required to prove the fault of the air carrier. If it is determined that the damage caused is due to the fault of the victim, or he is responsible for it, the court can release the air carrier from responsibility or limit its responsibility. However, in this case, the rules of domestic legislation that can be applied to an international air carriage contract may be of some importance.

An analysis of the provisions of the Warsaw Convention shows:

- firstly, its norms on the conditions of transportation are quite short and specific and mainly refer to cargo transportation,
- secondly, a number of important practical rules for the presentation of cargo at the destination point have been defined,
- thirdly, the consignee has the right to demand the delivery of the cargo to his address, provided that the necessary payments and other conditions of transportation stipulated in the bill of lading have been fulfilled. At this time m. 22 b. As required in 2, it provides for the possibility of the consignor presenting the baggage or cargo for carriage by declaring the price and paying the appropriate fee.

Passengers whose route, destination or stopover is in a country outside the country of departure are advised that the articles of the Warsaw Convention apply to such journey as a whole, any part of it, as well as any part of it situated entirely within the territory of the country of departure or destination can be applied. For passengers whose journey is to a destination or point of departure within the United States, or between agreed stops, provided for by special contracts drawn up in the form of Conventions and tariffs in force, death or injury to passengers, carriers, parties to such special contracts Liability for damages in most cases is limited to proven damages, but the amount of such damages shall not exceed \$75,000 per claim and shall apply regardless of whether the carrier was at fault. The liability of the carrier for the death or injury to passengers carried by carriers not party to such special agreements, or on a route that does not have a point of departure, destination, or agreed stop in the United States, is in most cases approximately 10,000 or 20,000, respectively. It is limited to the amount of US dollars. The names of the carriers acting as parties to the specified special agreements are available in all agencies where tickets of those carriers are sold, and the passenger can get acquainted with them. For additional protection, the passenger has the right to conclude an insurance contract with a private insurance company. The limitation of liability of the carrier established by the Warsaw Convention or treaties does not apply to such an insurance contract.

We should note that the liability limit of 75 thousand US dollars includes court costs, except for cases where the payment of legal costs by the parties is provided by the legislation of the country where the lawsuit is filed. In the specified exceptional cases, the upper limit of liability is 58,000 US dollars, excluding court costs.

The carrier's liability for loss, damage or delay of baggage is limited to the following amounts, except in cases where the value of the baggage is declared in advance at the time of payment of the surcharge:

- 1) approximately US\$9.07 per piece of checked baggage (US\$20 per kilogram) on most international journeys (including domestic portions of the international journey) or US\$400 per passenger's checked baggage;

2) When traveling between points located in the United States, the carrier's liability for baggage failure is limited to \$2,500 for each passenger's entire baggage as provided by federal regulations.

Passenger baggage reserves the right to declare the value of individual items in advance. Some carriers are not responsible for fragile, valuable or perishable items. Additional information can be obtained from the carrier (Heydarov, 2011).

The price of the ticket may include taxes, levies and fees set by the state authorities that regulate air transportation. These taxes, levies and fees make up a large part of air travel and can be included in the fare or shown separately in the "Tax/Duty/Fees" column of the ticket. In modern, especially industrially developed countries, charter air transportation, i.e. renting of planes, is widespread in international air transportation. This type of air transportation is also regulated by modern international air law norms, for example, the provisions of the Convention on the Unification of Certain Rules of International Air Transportation by Non-Contract Carriers (Guadalajara, Mexico, 1961).

According to the provisions of this Convention, the person who is not the carrier according to the contract, but is authorized to carry out such transportation, is considered as the actual carrier (on the charter), that is, the airline company that presents the aircraft under the contract and is its owner, and on the other hand – the lessee or the customer. Usually, the payment for the aircraft, i.e. the rental, is calculated for the hourly rate or the flight, and for its provision, the right of debt on the cargo is provided.

Another feature is that the provisions of this Convention are also applied to the charter transportation carried out under the terms of the Warsaw Convention. According to the terms of the Guadalajara Convention, the injured party can file a claim against the actual carrier, the charter party, or both.

The Republic of Azerbaijan is a party to a whole series of international conventions (and related Protocols) on air transportation and aircraft flights – "On compensation for damage caused by foreign aircraft to third parties on the surface of the earth" (Rome, 1952, Protocol to amend the Convention, Montreal, 1978 year); "On combating illegal acts against the safety of civil aviation" (Montreal, 1971; Protocol 1980, Montreal); "On the international recognition of rights over aircraft" (Geneva, 1948); "On combating the illegal seizure of aircraft" (Hague, 1970); "On transit during international air travel" (Chicago, 1944); "On the unification of certain rules for international air transport" (Warsaw, 1929, protocol on amendments, The Hague, 1955); Additional Convention to the Warsaw Convention (Guadalajara, 1961, Additional protocols No. 1, 2, 3, 4, Montreal, 1975); Protocols amending the Convention on International Civil Aviation (Montreal, 1977, 1980, 1984) are attached.

Tourism companies should take into account the possibility of crossing local waters when creating a tourism product using the services of sea transport or organizing a trip to the world ocean, and in this regard, they will face some restrictions according to the national legislation of the coastal states. These restrictions are related to environmental protection, operation of international ports, sea routes, etc. may belong.

The sea route refers to the movement of a ship from one port to another by crossing the open sea, canals, rivers and lakes.

Taking into account economic and physical-geographical factors, the main directions of sea lines for passenger and cargo exchange between states are determined.

Merchant shipping organizes the movement of various means of transport (merchant ships, ferries, vehicles for cargo and passenger transportation) by sea.

An important stage in the development of modern international legal regulation of merchant shipping was the adoption of the UN Convention on the Law of the Sea (1982). Here, ideas such as the fact that the modern navy is necessary for the essential realization of all the states' rights related to providing transportation, as well as their other rights to use the water area and resources of the world ocean, have found their concrete normative determination.

Another important feature is that the efficiency of international commercial shipping depends significantly on the legal regime of the maritime spaces through which shipping routes pass (Bilalov, 2006).

In this regard, the question of the connection of the principle of freedom of navigation with other norms of modern international maritime law, for example, the right of peaceful passage through the territorial sea, is of particular interest. At this time, it should be taken into account that the condition for the implementation of freedom of navigation on the high seas is the possibility of sailing (passing) in sea waters under the jurisdiction or sovereignty of coastal states, including the possibility of entering ports open to foreign commercial ships.

It is clear that in this case relevant rights are envisaged for the coastal states, but the application of these rights should not lead to the creation of obstacles leading to the deprivation of the right to pass through the territorial sea or to enter the ports, because in the end this would mean limiting the freedom of navigation in the high seas. Thus, the content of the principle of freedom of navigation, when taken in a broad sense, includes the right to peaceful passage through the territorial sea and access to foreign ports as a natural extension of the freedom of navigation on the high seas.

One of the achievements of the 1982 Convention in the field of international shipping is that the maximum possible legal protection of the interests of merchant shipping was achieved in this convention.

It should be noted that sea routes are divided into regional, cabotage, international and ocean routes. Cabotage connects the ports of a state by sea. Regional sea routes are routes formed in a certain geographical region. International ocean routes connect the ports of states located on different continents by crossing the ocean (oceans).

It should be noted that Sea trade shipping is organized in two ways – irregular (trampov) and regular (linear). A contract for transportation by ship is signed. The basis of this contract is Freight (lease).

Freight – is the leasing of the entire ship or a part of it for cargo and passenger transportation, as well as other works, at the agreed payment account (Freight). The freight process is commonly used in tramp (irregular) shipping (Mammadov, Soltanova, Rahimov, 2002).

In linear (regular) transportation, such operations are carried out by "booking a place on board". There are two types of ship leasing according to the rights, risks and costs of the ship owner and the lessee.

1. Air freight. It provides for the charter of vessels for a voyage, for a round trip, for a consecutive one-way voyage.
2. Freight of the ship (fleet) for a certain period. The whole transaction is formalized by a special contract-charter. In order to simplify the formalization of the charter, special forms prepared in the printing house, which contain the conditions of the sea transportation contract, are used.

The basic transport document, goods receipt or documents confirming the right of ownership are the main documents for the formalization of transport.

By the way, it should be noted that there are a number of documents that regulate international shipping. Among these documents are the 1924 Brussels Convention on the Rules for Bills of Lading (the bill of lading is a security document and confirms the right of ownership over the goods sent for sea transportation), the 1978 UN Convention on the Carriage of Goods by Sea (the "Hague Rules"), this document is called "Hamburg Rules"), includes the 1980 UN Convention on International Mixed Carriage. Those documents created the foundations of the legal regulation of modern international maritime transport and made an important contribution to the formation of international transport law.

The formation of this complex section of modern international law is accompanied by the formation of relevant principles, which include, for example, the provision of transport safety, safe transportation and transportation, and a number of other principles.

Passengers using sea transport are divided into six main groups – business passengers (merchants), tourists, immigrants, seasonal workers, pilgrims and military personnel. Depending on

the purpose of the trip, tourists use ships for cruises or to go from one country (place) to another. Depending on the nature of the tourism product (cruises, excursions, special flights), tourism companies conclude contracts with Shipping.

One of the main features of international road connections (transportation) is that motor vehicles of one country cross the state border and move on the international roads of another country. In this regard, it is important to take a number of important interstate measures on the basis of mutually beneficial cooperation for the development of international automobile connections (transportation) and ensuring its safety. The range of such measures includes, first, the establishment of uniform traffic rules, traffic signs and signs. Secondly, obtaining the appropriate sanction, permission and license from the competent authorities of the state whose territory is used for carrying out cargo and passenger transportation of a foreign state is one of the most important conditions for modern automobile connections. Thirdly, the regulation of customs and tax conditions and the provision of technical assistance to foreign motor vehicles play a special role (10).

Another important problem in international automobile relations (transportation) is the issue of establishing certain legal guarantees (for example, regarding damage to passengers and other subjects) for motor vehicles of another country to move on the country's roads. In this case, the issue of compulsory insurance of motor vehicles, especially insurance against property and legal liability, is of certain importance, which is provided by the provisions of modern legislation and international agreements, agreements and conventions related to this field.

In our opinion, the modern international legal theory has a sufficiently improved system of norms related not only to the concept of international transport, but also to the concept of international automobile relations (transportation), their organization and characteristics. This system of norms, in particular, regulating road traffic, road signs and signs, establishing international car lines, organizing regular international car lines, contracts for carriage of goods by car, carriage of passengers by car, simplification of international car connections, etc. includes the provisions of a number of international agreements.

As for a brief summary of the beginning and development of interstate automobile relations, it is natural that it is connected with the emergence of the automobile, and the development and improvement of the automobile industry creates the need to adopt international transport conventions in this field, initially at the regional (European) level. Thus, in 1926, for the first time, the international Paris convention on automobile traffic was adopted, and in 1931, the international Geneva convention "On the application of the same road signs and markings" was adopted. The activities of the following specialized international organizations are of great importance in the development of international road transport and connections: MOPDP on prevention of road accidents, founded in 1901; the auto-road federation FIA was founded in 1904; motor transport federation – MAF and motor transport union MAS, founded in 1948, TRANFIGORUT Europe for transportation of perishable foods, founded in 1955; the long-distance truck drivers' union was founded in 1957; Transport Commission of the European Economic Union, etc.

A period of almost a century, which includes the development of international automobile connections and transportation, is characterized not only by the emergence and formation of relevant principles and norms in this field, but also by the international legal unification of this field. After the adoption of the Geneva Convention of 1931, such unification found its basis in the provisions of another Geneva Convention on Road Traffic and the Protocol on Road Signs and Markings (1949). The listed ones are among the most important international legal documents of interstate relations in the field of regulation of road traffic, traffic signs and signs and involve the participation of states on a planetary scale. According to some information, this convention entered into force in 1977 in its 1968 revision, and is also in force within the framework of the 1959 Customs Convention on the International Carriage of Goods (its new revision entered into force in 1978).

A new stage in the process of regulation of vehicular communication and transportation is the Vienna Conventions of 1968 (On Road Traffic and On Road Signs and Signs, entered into force in

1977 and 1978, respectively). Among the individual innovations of the Vienna Conventions, more specific and dynamic obligations of the participants can be noted. It is about, for example, the need to take measures to ensure that the traffic regulations in force in the territory of the participating state correspond essentially to the provisions and requirements of the convention "On Traffic" (art. 3 b.1). According to paragraph 3 of the same article, the participating states are obliged to allow vehicles and trailers that meet the requirements of the Convention to participate in international traffic on their territory, as well as to recognize driver's licenses and registration certificates issued in accordance with the provisions of the Convention. Articles 3 and 4 provide recommendations on the use of these vehicles for mixed transport with road transport. As it is known, any form of modern foreign economic activity of states is mainly carried out on the basis of international agreements. These agreements are considered the main source of regulation, including regulation for the international road transport of goods and passengers. Agreements are also of great importance for ensuring transport and communication, as they help to develop and establish uniform norms and rules, for example. And these, as is known, cannot be accepted by domestic legislation, they must be codified at the international legal level only through the adoption of conventions, contracts (agreements). One of such international legal documents in the field of automobile connections and transportation is the Convention on the "International Carriage of Goods Agreement (ICAR)" signed in Geneva in 1956 (Bilalov, 2006).

The 1956 Convention applies to any contract for the carriage of goods by road, subject to the relevant provisions of the 1949 Road Traffic Convention. According to its Article 4, in this case, the term "car" should be understood as cars (ie trucks), semi-trailers, trailers and semi-trailers. In this case, the place of acceptance and the place of delivery of the cargo provided for in the contract for transporting the cargo are in the territory of two different states (m.l). Paragraph 3 of this article specifically emphasizes that the Convention applies even when the transport within its scope is carried out by states or government agencies or enterprises.

According to the convention, the main transport document is a bill of exchange. The Convention regulates the drawing up of the details of the international model bill of lading, which is usually drawn up in 3 copies (for the sender, the recipient and the carrier). However, in most cases, the invoice is drawn up in more numbers, which is related to keeping a copy of the invoice at each border customs crossing for the purpose of registering the movement of goods, even though the copies of the invoice are not legally binding (11).

As can be seen from the analysis of these and other conventions, one of the features is that, specifically, the relations of transport organizations and their customers related to international road transport (of cargo, passengers and luggage) and many other issues are regulated both by international private law in international agreements (agreements) is regulated by the established norms, as well as by the norms of the domestic national transport legislation, and in case of necessity, the norms of civil, administrative and a number of other legal fields can be applied to the latter.

It is typical that the majority of modern international road transport relations and transport agreements (agreements) specifically emphasize the need for their implementation to be in accordance with the requirements of the internal and national legislation of the participating states (unless otherwise stipulated in them).

As for the sections dedicated only to automobile passenger transportation, those transportations are usually divided into regular (carried out on the basis of announced schedules and tariffs on certain routes) and irregular, as a rule, tourist transportation.

Firms engaged in tourism organize transportation of tourists by establishing cooperation with motor transport enterprises based on the above agreements (12).

In addition to the means of transport listed above, railway transport also has its own special weight in the development of tourism and international travel. It is not necessary to forget that the first organized tourism was carried out by railway transport.

All forms of ownership of transport lines are operated on the basis of laws and regulations adopted by the national administration in the country, as well as international agreements on the organization of direct and mixed railway lines. Domestic, transit and international transportations attract attention (Sadigov, 2008).

Domestic transportation is carried out between two points located in one country, transit transportation between two points located in different countries through a third country, and international transportation between two points located in different countries.

The organization and operation of both domestic and international railways is coordinated by international organizations and associations. Among these organizations, the European Conference on Passenger Tariffs, the International Association of Railway Owners, the International Society for the Operation of Sleeping Carriages and Car-Restaurants, the International Union of Railways, the International Federation of Railway Tourism Associations, the International Union of Passenger and Baggage Carriages, the Railway Congresses International Association and others (Huseynov, 2007).

The most important agreement on rail transport is the Bem Convention on the Carriage of Goods and Passengers by Rail. Many countries of Europe, some countries of Asia and North America participate in this agreement. In 1966, an additional agreement was signed on the liability of the railway in case of passenger traffic. In 1980, a new agreement on international rail transport (COTIF) was signed at the Review Conference of the Bem Convention. It combines the Bem Convention and the supplementary agreement adopted in 1966 and has two annexes (A and B) containing civil-legal norms during international rail transport.

Appendix A reflects the terms of passenger and cargo transportation. Uniform rules are applied in separate railway lines determined by the participants of the agreement. States conclude bilateral agreements on the basis of the Bem convention for international rail transport.

Tourism companies, in turn, make a contract with the national administration for railway transportation while developing a tourism product. Such an agreement is concluded taking into account both domestic and international tariffs (Bilalov, 2005).

Conclusion

Legal regulation of transport in the tourism sector includes important objectives such as ensuring the safety of tourists, minimizing environmental impacts, coordinating tourism activities and contributing to the local economy.

Such regulations often include matters such as vehicle maintenance, insurance and licensing. For example, in a country such as a taxi, regulations may apply that transport tourists must meet certain standards, drivers must undergo certain training, or must obtain a special permit to transport tourists. Similarly, regulations can be developed to ensure that tourist buses comply with certain safety standards and tourist ships with certain regulations to reduce their environmental impact.

In addition, the regulation of traffic to tourist destinations can have a major impact on the tourism industry. For example, the development of infrastructure that provides access to the country's tourist destinations by air or sea can stimulate the development of tourism. However, such infrastructure projects often have an impact on the environment and must therefore be carefully planned.

Consequently, the legal regulation of transport in tourism is vital both to ensure the safety of tourists and to support the sustainability and growth of the tourism industry. Effective implementation of these regulations can contribute positively to the healthy development of the tourism sector and local economies.

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Received: 07.03.2024

Accepted: 18.05.2024