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THE WAYS OF MULTIMODAL AND INTERMODAL SHIPMENT STATE POLICY DEVELOPMENT IN UKRAINE

Topicality. *The lack of a unified approach to the implementation of state policy in Ukraine, which regulates the activities of multimodal and intermodal transport, as well as the relevant legislative framework, emphasizes the relevance of this article.*

Aim and tasks. *The purpose and objectives of the state transport policy should take into account the general objective of European transport policy, which is to create conditions for the development of a high-quality transport system based on the integrated use of technical, economic and technological characteristics of certain types of transport, competition principles, taking into account economic and social impacts, as well as the impact on the environment and health. Proceeding from the fact that transport policy should consist in creation of conditions for development of high-quality transport system, economic and technological characteristics of certain types of transport, principles of competition, taking into account economic and social influence, this is the main goal of the article.*

Research results. *The article determines which priorities should be based on the state transport policy and directions of its direction. Author's interpretation of the concepts of intermodal and multimodal transport, as well as their key differences, is provided. It has been established that in the majority of cases, the cargo owner interacts with carriers through his forwarding agent (agent) both in multimodal and intermodal traffic, and the impression is made that there is no difference between these types of traffic. Meanwhile, the relationship of the cargo owner and freight forwarder significantly differ with the relationship of the cargo owner and carrier. Public relations on transport activity in Ukraine are established by special regulations, but this is too small for effective implementation and development of multimodal and intermodal transportation in Ukraine. At the same time, general approaches to improving the legislative framework for the establishment and development of Ukraine as a sea and transit state, as well as to meet the needs of the national economy and the population in transportation, are not defined.*

Conclusions. *Thus, it is necessary to divide the transport policy of the state into a common transport policy, which deals with general approaches to the development of the national transport system and relates to the public relations of the state and transport enterprises and organizations and the private transport policy, which relates to the relations of business entities in the process of direct transportation. The latter is the means of regulating the development and operation of multimodal and intermodal transport, and not only in Ukraine.*

Key words: *state transport policy, general transport policy, private transport policy, intermodal transportation, multimodal transportation.*

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НАПРЯМИ ЗДІЙСНЕННЯ ДЕРЖАВНОЇ ПОЛІТИКИ ЩОДО РОЗВИТКУ МУЛЬТИМОДАЛЬНИХ ТА ІНТЕРМОДАЛЬНИХ ПЕРЕВЕЗЕНЬ В УКРАЇНІ

Актуальність. Відсутність єдиного підходу до здійснення державної політики в Україні яка регулює діяльність мультимодальних та інтермодальних перевезень, а також відповідної законодавчої бази підкреслює актуальність цієї статті.

Мета та завдання. Ціль і завдання державної транспортної політики повинні враховувати загальну мету європейської транспортної політики, яка полягає у створенні умов для розвитку високоякісної транспортної системи, заснованої на комплексному використанні технічних, економічних та технологічних характеристик окремих видів транспорту, принципів конкуренції, врахування економічного та соціального впливу, а також впливу на екологію та охорону здоров'я. Виходячи з того, що транспортна політика повинна полягати у створенні умов для розвитку високоякісної транспортної системи, економічних та технологічних характеристик окремих видів транспорту, принципів конкуренції, врахування економічного та соціального впливу, це і становить основну мету статті.

Результати. В статті встановлено на яких пріоритетах повинна базуватися державна транспортна політика а також напрямки її спрямування. Надано авторська трактовка понять інтермодальних та мультимодальних перевезень, а так ж їх ключові відмінності. Встановлено що здебільшого вантажовласник взаємодіє з перевізниками через свого експедитора (агента) як при мультимодальних так і при інтермодальних перевезеннях тому і складається враження про відсутність різниці між цими різновидами перевезень. Між тим взаємовідносини вантажовласника і експедитора суттєво різняться з взаємовідносинами вантажовласника і перевізника. Суспільні відносини з транспортної діяльності в Україні встановлено спеціальними нормативними актами, але цього є занадто мало для ефективного здійснення та розвитку мультимодальних та інтермодальних перевезень в Україні. Водночас не визначені загальні підходи до удосконалення законодавчої бази з метою становлення та розвитку України як морської та транзитної держави, а також задоволенню потреб національної економіки і населення у перевезеннях.

Висновки. Таким чином слід розділяти транспортну політику держави на загальну транспортну політику, яка стосується загальних підходів до розвитку національного транспортного комплексу і стосується суспільних відносин держави і транспортних підприємств та організацій та приватну транспортну політику, яка стосується взаємовідносин суб'єктів господарювання у процесі безпосереднього здійснення перевезення. Саме остання і є засобом регулювання розвитку та функціонування мультимодальних і інтермодальних перевезень і не тільки в Україні.

Ключові слова: державна транспортна політика, загальна транспортна політика, приватна транспортна політика, інтермодальні перевезення, мультимодальні перевезення.

Formulation of the problem. State transport policy is a system of regulated external and internal social relations that arise in the process of carrying out transport activity, realization of the national interests of Ukraine in this sphere [1].

Transport activity - the process of obtaining legal and non-military benefits from the use of resources of continental Ukraine, the Azov and Black Seas, the Kerch Strait and other separate regions of the World Ocean in favor of Ukraine through the efficient and safe transportation of goods and passengers by public transport in internal, external and transit connections. Transport activity is mainly carried out in two main forms: intermodal and multimodal transportation.

The directions of the implementation of the state transport policy should be directed at the assertion of Ukraine as a transit state, ensuring the sustainable development of the transport complex as an integral part of the national economy of all types of economic activity of the country by all state authorities and local self-government bodies.

Analysis of research and publications. Jean Hoffmann [2] formulates the objectives of the transport policy in the following way:

- (a) Reduce environmental and other negative impacts associated with transport (environmental transport policy);
- b) to develop economic integration, interaction and reduce the freight component in the price of goods by improving the quality of transportation services (private transport policy);
- c) ensure the growth of employment and budget revenues from transport business (general transport policy).

The relationship between the goals of transport policy Jean Hoffman sees in the following (see Fig. 1)

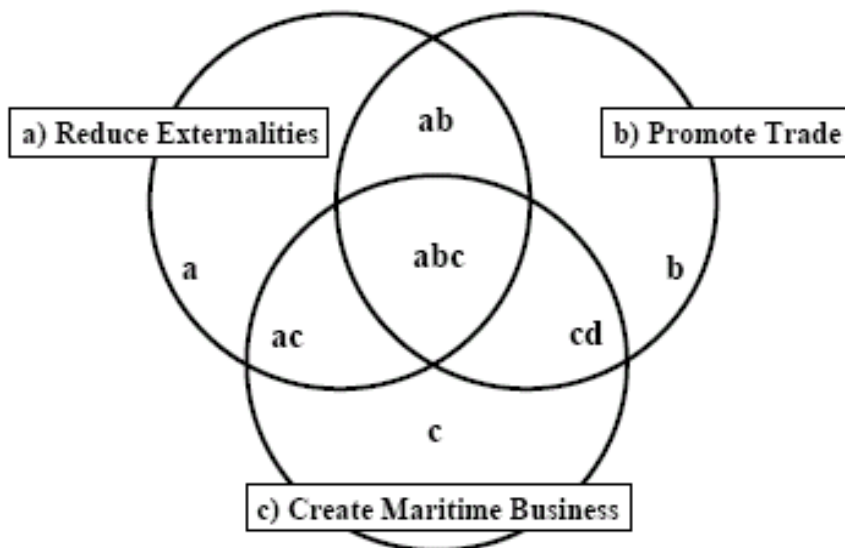


Fig. 1. Interconnection of the objectives of maritime policy

Formation of the research purpose. The state transport policy should be based on national priorities and take into account the need for Ukraine's integration into the European Union and the world economic space [3]. Proceeding from this, the goal and objectives of the state transport policy should take into account the general objective of European transport policy, which is to create conditions for the development of a high-quality transport system based on the integrated use of technical, economic and technological characteristics of certain types of transport, the principles of competition, taking into account economic and social impacts, as well as the impact on the environment and health.

Presentation of the main results of their justification. To date, there is no single approach to the interpretation of the concepts of intermodal and multimodal traffic. In most scientific publications and educational literature, there are no differences between these concepts and they are interpreted as follows: Intermodal transportation - transportation carried out by several modes of transport in a consistent manner, without unloading / loading (without any cargo operations) when changing transport. In intermodal transportation there is only one (single) transport document, transporting it on it. Multimodal carriage is practically the same as the previous one, but its feature is that the firm that carries it is solely responsible for the load regardless of the number and types of transport involved in the carriage. Such an interpretation of the concepts of intermodal and multimodal traffic is not just a false one, it in the root incorrectly interprets the relationship between the parties in the process of implementing both intermodal and multimodal transport.

First of all, it should be noted that the carriage of several types of transport in principle can not be carried out without "any operations with cargo", since the cargo must be moved from one mode of transport to another, otherwise the carriage simply can not be brought to its logical conclusion, that is, will not be delivered to the recipient. There are so-called piggyback and ferry transport, when a vehicle of one type of transport, usually a land transporter, is transported along with the cargo placed on it by other modes of transport, usually by water or rail, in some cases even by air. However, the movement of cargo still takes place in this case, only the conveyor itself for water or rail transport already acts as a cargo and the presence on the carrier of a certain other cargo in the new transport document may not be mentioned if this cargo does not carry any there are no special features that require a special mode of transportation or should be a threat

to the new carrier. It should also be noted here that all international traffic is regulated by the relevant international conventions, which interpret the terms and responsibilities of different types of transport in the process of international transport in a different way.

Thus, the widespread notion of "sole responsibility for cargo" in the process of multimodal transport is, at least, incorrect. Thus, the cargo owner may instruct the freight forwarder to enter into contracts for the carriage of different types of transport from his forwarding agent, but this does not mean that the forwarder will be the carrier and will carry any responsibility for the carriage in general. The responsibility of the freight forwarder is at least limited and is based on customer care. This responsibility in this case may not be at all, it all depends on the terms of the contract of the cargo owner and freight forwarder. And, if there is a phrase in the contract: "... if during the execution of the orders of the client the forwarder will have to sign any relevant documents or obligations, including the financial nature, then by signing it, he acts solely on behalf and on behalf of the client, without any liability for possible consequences ... ", it completely relieves the forwarder of liability under the contracts concluded by them on behalf of his client, although the forwarder and allegedly serves as the organizer of such transportation.

Analysed all the above, we will schematically reflect the difference between these transportation in terms of the contract..

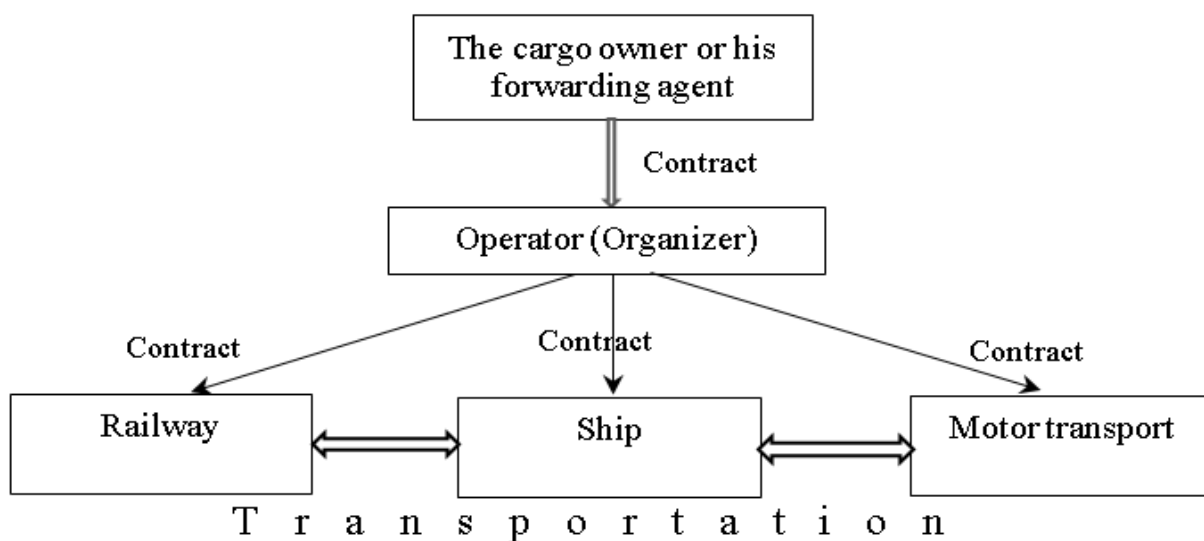


Fig.2 The scheme of multimodal transportation

In the case of multimodal transport, the customer of the carriage concludes a contract of carriage with the organizer of the carriage. The customer concludes a contract, according to which the organizer is responsible for all transportation of different types of transport. The organizer, in turn, has contracts with its contractors - it's cars, air, sea, railway carriers. That is, for example, the cargo from China by rail is transported to the Chinese port, then the ocean vessel to the port of Europe and then by road to the recipient and on all matters of transportation the buyer communicates through his forwarding agent or directly with the organizer of the carriage from which he ordered the carriage and with whom he concluded contract.

Intermodal transportation has a key difference, there is no organizer and the customer concludes contracts directly, or through an forwarder, with each carrier responsible for his area. Similarly, the interaction with each link of the chain lies with the customer.

For the most part, the cargo owner interacts with the carriers through his forwarding agent (agent) both in multimodal and intermodal traffic, and the impression is made that there is no difference between these types of traffic. Meanwhile, the relationship between the principal and the agent, that is, the carrier and freight forwarder, differ significantly from the relationship between the owner and the carrier.

Thus, the fundamental feature of the relationship between agent and principal is that the agent is under the control of the principal. If there is no control, the freight forwarder will be considered an independent contractor. On this occasion, for example, the Canadian Encyclopaedic Handbook, a legal publication, expresses the difference between the two roles as follows: "The agent is not completely independent from the control or interference of the other party (principal, - car.). Since he is obliged to exercise his authority in accordance with the lawful instructions issued to him by his principal. An independent contractor does not

depend on any control or intervention at all, and his obligations are mainly based on the fact that a certain result has been achieved, with the contractors using its own means to achieve this result. "

The Principal is in a position that allows him to control both the result and the means of achieving it, giving the agent certain instructions. For this reason, the legal acts of most countries do not impose on the agents particularly burdensome liability. In Ukraine, such acts do not exist at all today, and all the activities of an agent are regulated only by the Civil Code, which practically does not cover the relationships that arise in the process of transportation.

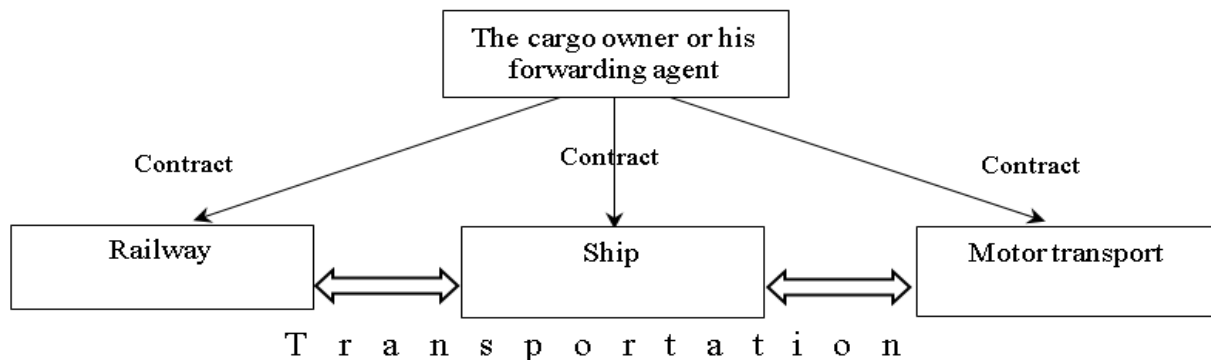


Figure 3. Intermodal transportation scheme

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The forwarder does not have a general power of attorney to act on behalf of his client. In Ukrainian practice, without a special agreement, with the client, the forwarder can not assume responsibility for the actions related to the expedition of the cargo, simply because these actions make sense, that is, they are considered reasonable. If anything is done incorrectly, the client will have the full right to present to the freight forwarder a claim that he acted without instructions.

Very often the forwarder must use the services of other, or foreign forwarders. The Client may incur loss, loss as a result of the error of such forwarder selected by the forwarding agent. One of the most common situations - the transfer of cargo accepted for an expedition under the terms of COD (payment on arrival) without the receipt of the corresponding amount of money can lead to the liability of the forwarding agent in cases where the forwarder has assumed a clearly expressed obligation " to achieve a certain result for which the forwarder will be responsible, that is, to act no longer as an agent, but as a principal. For example, the freight forwarder who issued the FCT (Transport Forwarding Certificate) undertakes to deliver the goods to a destination located abroad. If his foreign counterpart made a mistake in delivering the delivery, the forwarder will be liable, and the liability of the foreign agent may be limited [4]. A similar situation can occur in intermodal transport, when a land carrier (unlimited liability) moves on a ferry (limited liability) and can not be in multimodal transport, when the relationship between carriers is regulated by the organizer of carriage.

Customers, of course, expect that the forwarding agent will be responsible for the actions of his foreign counterparts in all cases. In addition, the client himself does not enter into a relationship with a foreign forwarder and has no way to control his actions. However, in foreign practice, court cases of such cases, which promote the interests of the freight forwarder, are very frequent. If the client is warned or aware that the forwarding agent can not perform all the necessary services on his own, then the judicial authorities in the system of general law will usually establish that the forwarding agent has the right to delegate his obligations to the sub-agent and for such delegation to the forwarder The agent does not have to get a clear permission from his client.

Having received the powers delegated to him, the foreign forwarder enters into a contractual relationship with the client. According to the laws of most countries, a customer's claim for a breach of obligations will in this case be presented to a foreign forwarder, and not the freight forwarder, with whom the client was involved. Although this principle seems particularly important, in practice its action is very limited by the commercial realities of forwarding, and in general, it is not established in Ukraine.

Multinational forwarding organizations, operating in different countries, through various corporate organizations, assume responsibility for a separate enterprise in its composition. Many forwarders provide international advertising of their services under the corporate name in order to impress competencies and responsibilities [5]. Such associations will lose their prestige if any forwarding agent who enters into their membership will not assume responsibility for the actions of any subsidiary of the association.

Similarly, if forwarders combine their forces with foreign counterparts to offer joint services to the client, they may find certain commercial advantages in the overall responsibility of the enterprise. Such forwarders may also be liable as partners.

Like any agent, the forwarder takes on certain obligations with respect to his principal. Many of these obligations arise as a result of the delivery of separate orders to the freight forwarder. Other obligations, such as the obligation to exercise reasonable caution when carrying out an assignment, derive from the relationship between the agent and the principal. The relationship between the cargo owner (directly or through the forwarding agent) and the organizer of the carriage is the relationship between two principals for whom the term "reasonable caution" is not used, therefore responsibility for such a relationship is established exclusively by an agreement between the two principals or by an international agreement if it has a reference in the contract.

The expression "reasonable" implies a compromise between different-minded interests. The most obvious is the collision of interests when comparing the level of service and the price level. In the transport business, customers are well aware of what they are paying for, but the scope of the activities of the freight forwarder and the carrier is not unlimited. Thus, there is always a potential problem with the definition of what the client should get for his money. Judicial authorities are usually not particularly susceptible to complaints that the forwarder or organizer has received an amount insufficient to take all precautionary measures that they should remember when setting their service fees.

In relation to the forwarding agent, when deciding whether certain actions can be called with reasonable caution, the transport legislation of most countries establishes the assessment of the degree of risk, the size of the loss or damage, whether they actually had a place and what costs of ensuring preventive measures would allow prevent loss or damage. If the loss was catastrophic and the amount necessary to prevent this loss is small, then the law usually provides that the forwarder, who should exercise reasonable caution, would have to take the necessary measures, but in the majority of cases it still falls under the jurisdiction of the court.

The common law court will have the weight and general practice of the expedition. If other forwarders usually act in the same way as the respondent acted, then such practice will be considered reasonable. However, we live in a world where progress is one of the facts of life. The forwarder can not be relieved of the obligation to use the best of possible actions or procedures only because other industry representatives do not use them. And if the case of liability comes to court, then in any case it will be free to consider that reasonable caution requires more than mere observance of the standard practice of the action taken on the market. Therefore, the interaction of the cargo owner with the carrier through the forwarder does not protect either the forwarder or the cargo owner in intermodal transportation, and, conversely, beneficial both in the transport of multimodal.

Forwarders often claim to be a defence against a claim that actions that could prevent cargo loss or damage to cargo were not part of their authority. If this statement is valid, that is, it is clearly stated in the national transport law, then the issue of reasonable caution is not considered. Then the cause of the loss or loss is considered to be the omission of the client himself, who was supposed to protect his own interests. The same applies to the relationship of the cargo owner with certain modes of transport in intermodal transport. Most types of transport, and therefore carriers, have some limited liability under international conventions. That is, if the cargo owner has transferred the goods to the car transporter, whose liability is unlimited, and instructed him as his agent then to transfer the load to another carrier, the liability of which is not unlimited, then the cargo owner loses the right to full compensation for losses incurred in the process of further transportation, which can and not guess However, if the conveyor itself, as a cargo, will at some point

be transported by another mode of transport, such as a ferry, then, according to most national European laws, the cargo owner will be entitled to compensation in full amount, as it is assumed that the transporter has not already shown reasonable caution and did not defend its responsibility at the conclusion of the contract with the cargo owner.

When concluding a contract for carriage there is another important circumstance. Thus, international transport conventions and most national laws contain provisions that a formal filing of a claim must be made within a certain period of time. If this does not happen, the carrier is exempt from any liability. Frequent carriers are often advised to extend the time limit within which a claim can be filed in order to allow a detailed investigation of the claim and to avoid the costs of legal proceedings initiated in order to retain right to appeal. So the question arises: who in intermodal transportation should offer the carrier a longer period for lodging a claim: the forwarder, who in this case organizes the carriage on behalf of the cargo owner, or the owner of the cargo, who may be losing? Most national laws provide: if the practice of the previous actions of this forwarder included requests to the carrier to extend the time limit for filing a claim, then the powers of the freight forwarder will of course apply to making such a request in each case. If the forwarder did not previously have a practice of such a request, then the client should protect his interests himself before the carrier. The forwarder's practice, even if it is not known to this particular customer, may determine the limits of his authority and, thus, his duties.

A forwarder who has undertaken to perform intermodal carriage or other specific action with the benefit of his client must act in accordance with this obligation, even if its performance will be significantly more severe than the forwarder has imagined. Circumstances may change, therefore, it is not always in the interests of the client to be the literal compliance of the forwarder with the text of the previously issued instruction. A forwarder who follows such an order of action that has been considered reasonable in the light of changed circumstances should be exempted from liability, even if he acted without having received pre-new instructions from the client. However, according to the law of most countries, the forwarder risks being charged with non-compliance with the instructions. Another year - multimodal transportation, here the forwarder concludes the contract with the organizer of transportation exclusively on behalf of the client and therefore freed from liability, even if the practical implementation of the terms of the contract does not meet the interests of the client.

But you should keep in mind that. The blockade of the Suez Canal in 1956 led to the fact that in many litigation trials at that time, this force majeure circumstance was largely not used to defend the interests of the defendant. Thus, the plaintiffs argued that the carriage should continue on a ship that would have gone around the African continent. Respondents, on the contrary, argued that the intended carriage was to be made through the Suez Canal, along the route, which it was impossible to follow during the carriage. As a rule, courts have ruled that in this case the defendant can not obtain a justification referring to force majeure, since the cargo must in any case be delivered. Additional costs and delayed delivery due to the movement of a ship bypassing the African continent, even if they lead to significant damage to the carrier, can not serve as circumstances that prevent the performance of the contract.

During the crisis in the Persian Gulf, the UN imposed an embargo on the delivery of goods to many of its ports. Freight forwarders and carriers who were previously hired to organize the carriage of cargo to these ports were exempted from the obligations assumed on the basis of force majeure. At the same time, if the freight forwarders issued the FBL, they could protect their interests on the basis of FBL clause 6 [6].

Consider the situation that arose with the forwarder who wanted to use the services of an outsider, but received from the client an instruction to use for, transporting cargo only ship of the linear conference. Suppose that the client issued this manual some time ago. Let's assume further that at the time of issuance of the instruction there was no outsider service (that is, all sea carriers were members of a particular alliance or a linear conference), so that the forwarder would comply with the customer's instructions by contacting any carrier. Such hypothetical situations make it possible to distinguish one more side of the freight forwarder's duties. Forwarder in his actions must maintain loyalty to the client and in any case, put the client's interests in first place. With the change of circumstances (for example, with the appearance of outsider service), the forwarder should attract the customer's attention to these changes and demand new instructions. However, such actions do not apply to the organizer of multimodal transportation. One consequence of the obligation to maintain loyalty is the rule of "secret" income. An agent can not obtain income from agency activities without the consent of the principal. The agent must prove that his principal knows both the amount and the circumstances of income receipt and agrees that the agent will leave this amount to himself. One

consequence of this principle is that the forwarder has no right to retain the money returned to the client by the carrier after the final payment for the carriage. The forwarder must record such payments to his client's account. But this also does not apply to the organizer of multimodal transport.

At the same time, there are such types of payments as, for example, commission fees, which the forwarder traditionally leaves at his disposal. For example, in some countries, linear conferences are paid to the freight forwarder, who bites the place on the vessel, a commission fee, calculated as a percentage of the freight amount. Sometimes these payments are compensated by the forwarder for services rendered to them, for example, for the delivery of freight documentation. Usually these payments are very small. Line conferences pay a commission to the forwarding agent or agent, or to the carrier of the carriage that bites the place, but not to the shippers. Freight forwarders, as representatives of their industry, were often required to negotiate with the organizations representing the interests of the shippers about the receipt of these payments. The amounts of such payments are very small in relation to the total freight. The cost of enrolment of these payments on the account can be quite comparable with the payments themselves.

Any order, accepted by the forwarder, is the subject of the conditions under which the business is usually carried out. The maintenance of the abovementioned payments by the forwarder is a common practice. Such payments do not violate the rule on secret income. In order to exclude any doubts, under certain standard terms of cooperation it is clearly indicated that the forwarder is allowed to hold such payments.

Thus, the very concept of the organizer and his presence in the process of transportation as an independent economic entity, which selects the route of transportation of types of transport, vehicles and organizes (not necessarily carries out, but only organizes) the process of transfer of cargo from some vehicles to others and is a key feature of multimodal transportation. In this case, the organizer may issue or may not issue a single shipping document, and the acceptance of the cargo between the consignor, the organizer and the consignee is carried out according to the Warehouse Record, the Freight Forwarder's Letter (FIATA FCR) issued by the forwarder of the multimodal bill of lading (FIATA FBL) or other carrier a document. In this case, transportation by certain types of transport is carried out under the so-called service carriage documents, which are not right -order in relation to the cargo [9]. The Organizer may also issue its own transport documents, as usual, when it carries out both the forwarding agent or one of the carriers. In general, international transport law, especially general, does not encourage the combination of the forwarding agent and the carrier, stevedore or other owner of the means of transportation of goods, since the forwarder protects the interests of the cargo owner precisely to the performers of the transportation process, and the combination of such functions leads to a conflict of such interests. Another question is that the cargo owner is interested in having a relationship with one rather than many economic entities and going at a certain risk considering that such a subject is also interested in the normal implementation of the transportation process. The degree and regulation of this risk today is not reflected in international practice, which largely leads to the expansion of the requirements of the cargo owners to completely abolish the practice of limited liability on the part of transporters. At the same time, cargo owners do not want to take into account the fact that, subject to full liability, the cost of transportation will increase significantly, as transport companies will insure such liability, because nobody will be able to transport goods at their own risk. In turn, an increase in the cost of transportation will reduce the resources of the added value of the cargo owner, which in turn will increase world spending on social production. Therefore, the existing balance of responsibility should be supported and properly reflected both at the international and national levels, with further development of the private transport policy of all countries.

In world practice, full responsibility is inherent only to a car transporter, and the responsibility of all other modes of transport is limited in one way or another. The most limited liability is the maritime carrier. And all these modes of transport will be responsible to the organizer of transportation within their limits of liability. Therefore, the organizer will never take full responsibility for the cargo. The only case where possible is the case where an organizer will act as an automobile conveyor. But his ability to perform the role of the organizer is so scarce that such a case should be considered an exception rather than an existing practice. As a rule, in most countries, the degree of responsibility of the organizer for the cargo or is limited to the control of the carriage of each type of transport, or separately stipulated in the contract, and in the latter case the organizer is obligated to find out the moments of the facts of loss, damage, etc. cargo and vehicles that caused these facts. As a rule, in the legislation of the majority of non-European countries it is stipulated that the degree of responsibility of the operator in the monetary equivalent can not exceed the

amount of compensation received by the latter from the executive carriers, and the activity of the operator in this regard is paid by the cargo owner in one way or another.

In fact, the organizer of transportation acts as the general contractor of the cargo owner, who, under certain conditions and for a fee, undertakes to carry out the necessary movement of the goods specially engaged for this purpose by actors - executive carriers - subcontracting organizations. The remuneration of the organizer can be in different ways. This may be a certain amount, which will include the cost of all transportation and all door-to-door cargo operations, in which case the operator will settle with all participants in the carriage process at its own discretion and at risk. And this is not a cut-off rate, because compensation to each participant is carried out on the basis of a separate contract between him and the operator and may vary depending on certain circumstances. This method is usually implemented when the operator is also the main carrier in the delivery route, for example, an ocean container line for the transportation of PSA containers to the United States. In this case, the rate of land transportation is calculated as the cost of transporting the container from / to the point of departure / destination and the nearest seaport by the cheapest type of land transport, regardless of whether there is such a port and port of the container line or not. If the operator is not one of the carriers at the same time, and the carriage is carried out on the route where individual public carriers operate at predetermined rates, the cost of transportation is calculated on the basis of their rates. In this case, the operator may (and usually has) certain discounts from which he uses either for his own benefit or as a means of attracting cargo owners, depending on the situation on the market of transport services. In case if carriers use open market prices on their routes, the operator of transportation under the contract with them can calculate for the cargo owner and through the rate, but this is not a mandatory condition for multimodal transportation.

Public relations on transport activity in Ukraine are established by special regulations: the Water Code of Ukraine, the Code of Merchant Shipping of Ukraine, the Land Code of Ukraine, the Laws of Ukraine "On Environmental Protection", "On the Exclusive (Maritime) Economic Zone of Ukraine," "On the State Border Ukraine "," On International Treaties of Ukraine "," On the Animal World "," On Sea Ports of Ukraine "and general: the Constitution of Ukraine, the Tax Code of Ukraine, the Customs Code of Ukraine. And also the Law of Ukraine "On Road Traffic"; Law of Ukraine "On amendments to the Law of Ukraine" On sources of financing of road economy of Ukraine "regarding improvement of the mechanism of financing of the road sector"; Law of Ukraine "On Amendments to the Budget Code of Ukraine on Improving the Mechanism of Financial Provision of the Road Industry"; The Law of Ukraine "On Amendments to Some Laws of Ukraine Regarding the Reform of the Public Roads Management System"; Decree of the President of Ukraine "On the Strategy of Sustainable Development" Ukraine-2020 "; Resolution of the Cabinet of Ministers of Ukraine "On Approval of the State Target Program for the Reform of Rail Transport for 2010-2019"; Order of the Cabinet of Ministers of Ukraine "On Approval of the Transport Strategy of Ukraine for the Period till 2020"; Order of the Cabinet of Ministers of Ukraine "On Approval of the Strategy for the Development of Seaports of Ukraine for the Period until 2038"; Order of the Cabinet of Ministers of Ukraine "On the Implementation of the Association Agreement between Ukraine, on the one hand, and the European Union, the European Atomic Energy Community and their Member States, on the other hand"; Resolution of the Cabinet of Ministers of Ukraine "On Approval of the Medium-Term Plan for Priority Actions of the Government by 2020 and the Plan of Priority Actions of the Government for 2017".

As follows from the list of normative documents listed in Ukraine, the regulation of the parties' mutual relations in the process of implementation of both multimodal and intermodal transportation is virtually absent. A significant disadvantage of Ukraine's policy implementation is the lack of a single approach to the solution of issues related to the conduct of transport activity in the current regulations, the uncertainty of the foundations of the formation of a private transport policy as a policy for the development of multimodal and intermodal transport.

Harmonization of the relevant provisions of legislative acts is necessary for a clear definition of the marine component of the Euro-Atlantic choice of Ukraine, acceleration of integration into the world and European transport system.

Legislation in the sphere of transport activity consists of laws regulating a small part of general relations (general transport policy) that arise during its proceedings and a significant number of by-laws of normative legal acts by types of transport (in accordance with the Rules), which mainly regulate technical requirements to transportation of goods and their packaging, as well as the use of vehicles (elements of

private transport policy). But this is too small for the effective implementation and development of multimodal and intermodal transportation in Ukraine.

At the same time, general approaches to improving the legislative framework for the establishment and development of Ukraine as a sea and transit state, as well as to meet the needs of the national economy and the population in transportation, and improvement of the management system in the field of transport are not defined.

Considering the priority directions of the development of the transport industry, which are indicated in the transport strategy of Ukraine up to 2030, which in all likelihood should reflect the state transport policy on the development of multimodal and intermodal transport, it should be noted that they do not mention in any word the need for coordination and interaction as different types transport and transport enterprises in general. Present, even some completely obscure interpretations that cause some kind of amazement, for example [10]:

Providing high-quality and efficient transport services:

Implement integrated transportation planning;

- To introduce management of the cycles of operation of transport resources;

- Eliminate existing barriers on multimodal transport.

It is completely unclear what is "integrated transportation planning" and who will implement it in the existing structure of management of the transport industry. What is "multimodal transport", that is, transport, not multimodal transportation. What is the "cycle of exploitation of transport resources" and who will manage them, while the main function of the state transport policy is to ensure a balance of interests of all participants in the transport process and no more than it follows from the WTO and EU documents.

In fact, the only direction of ensuring the coordination and interaction of different modes of transport is located in subsection 2.1. The development of effective transport logistics, the general point: "- the establishment of a system-wide interconnection between all types of traffic, taking into account the development of the economy and regional markets for consumption." That's all! This is the end of the existing state policy on the development of intermodal and multimodal transport in Ukraine. But the main focus of private transport policy on the establishment of regulated economic and legal relations between enterprises and transport organizations, between transport clientele and transport operators, between them and the subjects of service activity in transport (agents, forwarding agents, etc.) does not exist at all. It should be noted that the development and implementation of effective and comprehensive provisions on national private transport policy is not a simple task and the forces existing in the Ministry of Infrastructure of Ukraine do not solve it, for all the years of the existence of this agency, no efforts to coordinate and interact transport enterprises it did not, and on the contrary almost exclusively separated such activity, respectively, in the ministry and lack of specialists in this direction. That is, the whole transport community has to be joined to unite around a certain authority, for example the Institute for Comprehensive Transport Research, or to turn to the World Bank or European bodies again. However, in the latter case, we risk to get the result the same as when writing the National Transportation Strategy, which is cheaper even for the price of the paper on which it was printed.

Conclusion. Therefore, the creation of a single body of scientific integrated transport research, in our opinion, is the most appropriate means of solving this problem.

Thus, it is necessary to divide the transport policy of the state into a common transport policy, which deals with general approaches to the development of the national transport system and relates to the public relations of the state and transport enterprises and organizations and the private transport policy, which relates to the relations of business entities in the process of direct transportation. The latter is the means of regulating the development and operation of multimodal and intermodal transport, and not only in Ukraine

The solution of this critical issue of the development of the national transport complex is the most important task of economic transport science and practice, without which it is impossible to ensure the efficient functioning of the national transport system and the implementation of the transit function of the Ukrainian state.

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