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MASTER'S THESIS

"LIGAL SERVICES AND CONSUMER PROTECTION"

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ANNOTATION AND KEY WORDS

The object of the research is social relation that arise in the process of providing legal services and protecting consumer rights in this area. The purpose of the master's thesis is to determine the theoretical and legal characteristics of consumer protection of legal services based on the analysis of the current legislation of the European Union, historical and modern scientific sources. The master's thesis analyzes consumer protection in the field of legal services. The practice of the EU Court of Justice is taken into account for analyzing unfair terms of contracts for the provision of legal services. The article analyzes Ukrainian legislation in the field under study.

Keywords: consumer protection, legal services, unfair terms, judicial practice, interpretation of legal norms.

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INTRODUCTION

Relevance of the research topic. Consumer protection as a separate category of legal relations occupies one of the main places in the system of European Union. Effective consumer protection is crucial for creating a fair, transparent and competitive social and economic structure for any state. However, in the scientific and legal field, insufficient attention is paid to the issue of protecting the rights of consumers of legal services, clarifying the content of this institution and the prospects for further development. Therefore, research on these legal relations is still relevant.

It should be noted that the protection of the rights of consumers of legal services in the digital age is the least developed area of legislation both at the national and international levels. Thus, conventional consumer protection regimes do not fully correspond to specific methods of implementing e-commerce that are constantly evolving, for example, advertising in social networks. Therefore, the issue of protecting the rights of consumers of Legal Services is a very relevant topic for research study and detailed analysis.

The theoretical basis of the work was the works of international authors who dealt with the problems of providing legal services and protecting consumer rights. In particular, it is necessary to note the research of German authors: D. Medykus, F.-J. Rinsche; Spanish authors: I. Moreno-Tapia, J. Brutau, R. Mullerat; Belgian legal scholars: Y. Brulard and M. Troncoso Ferrer; works of French authors: F.-E. Mollot; norwegian lawyer G. Nerdrum; Ukrainian authors: V. Makarchuk, V. Samoylenko, O. Khokhliak, L. Shevchenko and other scientists.

The study of the concepts of "service", "legal service" and "legal services market" was given attention to: A. Trishicheva "Stari trudnoshchi ta novi mozhlyvosti: rynok yurydychnykh posluh 2019/2020" (2021); A. Telestakova " Pravove rehuliuvannia vidnosyn z nadannia posluh: navchalnyy posibnyk" (2010); N. Meenakshi "Current and Future Outlook of Legal Services Industry "(2017); O. Khokhuliak " Rynok yurydychnykh posluh Spoluchenykh Shtativ Ameryky: stanovlennia ta tendentsii rozvytku" (2016), Danguolė Bublienė "Unfair terms in consumer contracts" (2006) and others.

The complexity, insufficient study and unresolved issues of applying the achievements of world experience in regulating legal services markets at the theoretical, methodological and applied levels have led to the relevance of this research topic.

The purpose of the master's thesis is to determine the theoretical and legal characteristics of consumer protection of legal services based on the analysis of the current legislation of the European Union, historical and modern scientific sources.

In accordance with this purpose, the objectives of the master's thesis are:

1) to clarify the content of the basic concepts of legal services as a kind of professional services;

2) to define the features of the legal nature of contracts for legal services;

3) to characterize the legal status of the consumer of legal services, its structure;

4) to review the legal framework for consumer rights protection of legal services in the European Union;

5) to find out unfair terms according to legal services contract;

6) to analyze the court practice of consumer protection in European Union legal services, in particular: ECJ practice regarding the consumers ' rights protection of legal services; Birutė Šiba v Arūnas Devėnas case; Vicente v Delia case;

7) to clarify the situation with consumer protection in Ukraine and set the features of legal services and protection of its consumers in accordance with Ukrainian legislation;

9) to consider prospects for adaptation and harmonization of Ukrainian and European Union legislation in the direction of protecting the rights of consumers of legal services.

The object of the research is social relations that arise in the process of providing legal services and protecting consumer rights in this area.

Research methods. The methodological basis of the master's thesis consists of general scientific and special methods of cognition: dialectical, logical, method of analysis and synthesis, intersectoral method of legal research, comparative legal, formal legal, structural and functional and other approaches and methods.

The method of legal hermeneutics was used to research the peculiarities of interpretation of legal norms that contain provisions on the protection of the rights of consumers of legal services (subsections 1.1-1.4). The system-functional method allowed us to consider the relationship and mutual influence of various elements of the mechanism for protecting the rights of consumers of legal services (divisions 2.1, 2.2, 2.3, 3.1, 3.2, 3.3). The comparative legal method is used to analyze foreign experience and the activities of international institutions for the protection of the rights of consumers of legal services. The formal-logical method is involved in the consideration and formulation of the concepts of "Service", "Legal Service", (subsections 1.1). Logical techniques such as analysis, synthesis, deduction, and induction were also used as research methods.

The uniqueness of the work lies in the fact that this work is a comprehensive study of theoretical and practical problems of legal regulation of consumer protection in the field of legal services, taking into account the new challenges of society associated with the rapid development of the field of legal services and information technologies.

As a result of the conducted research, such scientific results were obtained that highlight the uniqueness of the work:

for the first time:

the analysis of judicial protection of consumer rights in the field of legal services provision is carried out on the basis of the practice of the European Court of Justice and the Supreme Court (Ukraine), the need to formulate legal positions of the Supreme Court in order to apply the legal norms on the protection of consumers of legal services in accordance with European Union directives is justified;

it has been further developed:

definition of the concepts of "consumer", "legal service", which indicate the provision of a number of public legal opportunities to the consumer, the use of international legal means to protect their rights.

PART I
CONSUMER RIGHTS PROTECTION IN THE AREA OF LEGAL SERVICES

1.1. Legal services as a kind of professional services

The formation and development of the legal services market is one of the main features of a civilized society and a social and legal state, a crucial prerequisite for the stability of legal and economic systems at the national and regional levels, and guarantees the consistency of reforms in a democratic country with existing strategic priorities.

An interesting trend in the market of legal services and consumer protection in the world is the growing demand for comprehensive project support services not only in the legal, but also in the audit and even management plane.

Legal services, in general, can be considered assistance in the field of registration of legal documents and protection of the interests of legal entities in courts, registration of business. Legal services can be provided in any field that requires a specific procedure (Hrysiuk, 2020, p. 124).

O. Favereau interprets legal services as a type of information services, the separation of which is due to the special purpose of providing information – to protect the rights and legitimate interests of the consumer of the service. The author defines legal services as the activity of creating and transmitting specific information to the consumer of services or to a third party (a state body, an official person, etc.) necessary to protect the rights and legitimate interests of the consumer of services (Favereau, 2010, p. 219).

Thus, a legal service is reduced to providing legal assistance to individuals and legal entities on a commercial basis (Guide to Standard Conditions of Contract for the Supply of Legal Services by Barristers to Authorised Persons, 2012). We believe that in addition to the legal assistance, there are a number of other relevant services on the market of legal services, in particular, notarial services; activities in the field of legal consulting; representation in court and others. (Zaborovskyy, 2016).

For representatives of legal science, it is particularly typically to define a legal service by indicating its purpose. At the same time, we note that in the legal literature there is no single position on the definition of the concept of "legal services". So, V. Dudchenko and Y. Tsurkan-Sayfulina define legal services as a type of lawful actions that are carried out in order to fulfill a property obligation and are not related to the creation of a material good (Dudchenko, et al., 2018, p. 2297). According to M. Yasynok, a service is a combination

of two elements: the goal to achieve which it is aimed (help, benefit), and the means to achieve this goal (certain actions) (Yasynok, 2014, p. 102).

Thus, the author narrows the scope of legal services exclusively to the sphere of civil law, while the activity of the legal services market entity in the spheres of criminal, administrative, ecological, land, labor law and many other spheres, as well as in the sphere of organization and legal support of business is not taken into account.

L. Boltanski identifies the concepts of "juristic services" and "legal services" in his theoretical research. The reason for this they call the identity of the concepts of "jurist" and "lawyer", "juridical" and "legal". Referring to the fact that the term "juridical" is defined as "related to law, legal", they insist on the synonyms of these concepts (Boltanski, 2006, p. 121). Agreeing with the above authors about the similarity and etymological proximity of the concepts of "legal service" and "juristic service", it should still be noted that they are not identical. After all, the term "legal service" indicates primarily the scope of its implementation, that is, the legal sphere. But the term "juristic service", in addition to describing the scope of its own implementation, also defines a set of significant actions aimed at the occurrence of the result provided for by the current legislation. Thus, in our opinion, the term "juristic service" more adequately reflects the content of this concept, since it indicates the specifics of the subject of their provision, determines the content, types and features of the actions performed and the scope of implementation of these actions.

O. Khokhuliak defines legal services as a set of actions of qualified specialists in the field of law aimed at meeting the needs and providing legal benefits of individuals and legal entities, in order to achieve legal protection of the individual, strengthen the rule of law and order. The lack of an unambiguous approach to the definition of the concept of "juristic services" and to their classification determines the need to study this problem. Systematization and generalization of scientific material are reflected in the author's definition of juristic services, which takes into account their usefulness to the customer. (Khokhuliak, 2016, p. 398).

In our opinion, juristic services are a set of actions or activities of a specialist in the field of law aimed at meeting the needs of the legal nature of the customer of the service, which is consumed in the process of its provision and is inseparable from the person of the contractor.

1.2. The legal nature of contracts for legal services

The legal nature of legal services, as well as the contract that forms the basis for the provision of legal services, is a topic for scientific discussions among lawyers of the European Community countries, who are primarily concerned with professional legal services. So, now there are several main points of view regarding the nature of the contract for the provision of legal services.

For example, the Czech scientist A. Juska qualifies the contract of a person providing legal services purely as a contract for the provision of services, according to which a citizen has the right to demand that the lawyer chosen by him provide a legal service in order to protect his rights and legitimate interests, and the lawyer has the right to demand remuneration and reimbursement of expenses related to the provision of legal services (Dzhuska, 2018, p. 182).

According to the Spanish civilist G. Valdecasas, the decisive factor for determining the legal nature of a contract for the provision of legal services is whether the lawyer "replaces" the client in legal relations with third parties or not. If the lawyer's actions are considered allegedly committed by the principal, then such a contract should be considered as a contract of assignment. If, on the contrary, it does not replace it, such a contract should be considered as a service agreement (Valdecasas, 2014, p. 770). This opinion is shared by some other Spanish lawyers (Tobeñas, 2017, p. 176).

An additional criterion of differentiation was proposed by the Spanish scientist J. Brutau. The author notes that in the case of an assignment, the actions of a lawyer create legal consequences for the client in relations with third parties within the framework of a three-way legal relationship, while under a service agreement this does not happen, since the interested party acts personally in its own interests, using the services of other persons in a two-way legal relationship (Brutau, 2019, p. 155).

But the extension of the rules of legislative models of contracts to the contract for the provision of legal services was criticized by the Spanish scientist R. del Rosal Garcia, who believes that the constructions of traditional civil contracts do not correspond to the nature of relations for the provision of legal services (García, 2008).

This point of view is shared by the outstanding figure of the French bar F.-E. Mollot, who in his work wrote that the contract for the provision of legal services"...it is not in the legal sense either a mandate (contract of assignment) or a contract of personal employment" (Mollot, 2012).

According to I. Sydorova, in France, legal relations regarding the provision of legal assistance, depending on the specific type of services provided, can be drawn up by various types of contracts, in particular, a contract for the provision of services, an order to represent interests in court, a contract for negotiation, a storage agreement, etc., as well as a combination of them. The name of the contract can also be different, and most often such contracts are called "Convention d'honoraires" or "lettre de mission" (Sydorova, 2010).

The difficulty in determining the subject of a contract for the provision of legal services is noted by the German scientist D. Medykus, who recommends taking into account, first of all, the ability of the contractor to actually compare its promises with the expected results within reasonable limits (Medykus, 2011, p. 56).

In particular, among international and regional legal acts, it is necessary to distinguish such as: basic principles concerning the role of lawyers (Havana, 1990), basic provisions on the role of lawyers (New York, 1990), standards for the independence of the legal profession of the International Bar Association (New York, 1990), general principles for the legal community (Chicago, 2006), the General Code of rules for lawyers of EU countries, adopted by the Council of Bar Associations and legal societies of Europe on October 28, 1988 (Grace, 2015).

Sources of EU law were also analyzed, such as Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the domestic market, Directive 77/249/EEC of 22 March 1977 on promoting the effective implementation of free provision of services by lawyers, and other legal acts.

All the variety of types of contracts for the provision of services, including contracts for the provision of legal services, in European countries combine specific features that distinguish them from other civil law contracts. The most important of these features is the fiduciary nature, that is, the personal-trusting nature of legal relations, that is, the special trust that comes from the party that has agreed to perform legally significant actions on its behalf. This understanding is typical for the legal systems of most EU member states. At the same time, the share of fiduciary obligations in contracts that mediate the lawyer's relationship with the client may vary, but at the same time, the existence of such obligations must be recognized as a presumption.

Despite the fact that personal-trust obligations may not be spelled out directly in the contract, their existence can be summarized due to the nature of the legal relationship, the essence of the obligation, therefore, violation of fiduciary obligations entails the application of liability rules established for the disclosure of confidential information (Basic provisions on the role of lawyers: adopted by the VIII United Nations Congress on Crime Prevention,

1990). Accordingly, the lawyer is assigned, in addition to general civil law duties, also those that are provided for, in particular, by professional and ethical standards.

We can also talk about the fact that the contract for the provision of legal services mediates both ongoing and one-time legal relations, because the relevant activity of a lawyer is a long and complex process, and may be of a one-time consulting nature. Therefore, it should be stated that the actions of a lawyer to provide legal services constitute a multidimensional process, which is characterized by dynamics and consistency. However, the continuing nature of legal relations between a lawyer and a consumer in the provision of legal services is a general rule, from which exceptions are possible (Rinsche, 2012, p. 186).

In addition, a contract for the provision of legal services, regardless of its legal nature, that is, regardless of whether it qualifies as a contract for the provision of services or a contract for representation, is of a paid nature. Despite the fact that, as a general rule, the contract of assignment is free of charge, within the framework of providing professional legal assistance, the legislation of the EU countries provides for a different presumption – the contract is considered paid, and even when it comes to providing free legal assistance, the contract does not lose its paid nature, because the services of a lawyer are paid by the state. Currently, the right of a lawyer to receive remuneration for their services is provided for by the legislation of most European countries, but the nature of the agreement on the provision of legal assistance does not exclude the possibility of the existence of an obligation on a gratuitous basis (Guide to Standard Conditions of Contract for the Supply of Legal Services by Barristers to Authorised Persons, 2012).

1.3. Legal framework for consumer rights protection of legal services in the EU

The legal basis for ensuring cooperation in the field of consumer protection of legal services is Article 169 of the Treaty on the Functioning of the European Union, which stipulates that in order to promote the interests of consumers and ensure a high level of their protection, the Union contributes to the protection of the health, safety and economic interests of consumers, as well as to the development of their right to information, education and self-organization to protect their interests (Pavelas, 2007, p. 49).

Until recently, the EU's consumer policy was driven by one of the key goals of the European Union – the creation of an internal market for goods and services (Keirsbilck, 2020).

The first steps towards consumer protection were taken in the mid-1970s, when heads of state and government first called for political action in this area during the Paris summit in 1971 the Single European Act, which entered into force on July 1, 1987, introduced the concept of "consumer" in the treaty: according to Article 100 a, the commission had the right to propose measures aimed at consumer protection, taking as a basis "high level of protection"(Resolution on the Single …, 1987).

These positive changes were accepted and supported by the Maastricht Treaty, according to which consumer protection became a full-fledged community policy. While according to the general principle of the Treaty enshrined in Article 153, the community had to contribute to "strengthening consumer protection", this article also served as the legal basis for consumer protection policy. Accordingly, the overall goal of this sphere is to protect the health, safety and economic interests of consumers, ensure their right to information, education, as well as the possibility of ensuring the creation of self-organizing bodies to protect their own interests (Treaty of Maastricht on …, 1992).

The protection of the rights of consumers of legal services is also defined in Article 38 of the Charter of Fundamental Rights of the European Union. "Consumer protection" is recognized as one of the legitimate interests of the entire population of the European Union, which should be guaranteed one of the highest levels of protection (Charter of Fundamental rights …, 2007). Today, the Charter of Fundamental Rights of the European Union is part of the Treaty on the Functioning of the European Union and, accordingly, also provides guarantees for the protection of the rights of individuals – EU citizens as consumers of legal services.

Within a few years, the European Union's consumer policy will be revised to better respond to increased competition in the global economy, as well as to take into account the needs of citizens to improve the protection of their consumer interests, in particular in the provision of legal services. To this end, the EU Council and the EU Parliament adopt consumer programs that are aimed at achieving the following goals (Muravyov, 2010, p. 288):

- ensuring a high level of consumer protection, mainly by improving the provision of information on consumer-related issues, improving consulting and better representation of consumers ' interests;

- ensuring the effective application of consumer protection rules, especially through the development of cooperation between authorities and organizations responsible for the practical implementation of consumer protection legislation, informing, education and resolving disputes related to consumer complaints.

These and other acts have contributed to both the establishment and expansion of the rights guaranteed to EU citizens as consumers, and we should note the trend towards more efficient and effective provision of the rights of consumers of legal services within the EU. As you can see, protection involves not only restoring the violated right, but also informing consumers, creating educational programs, and consumer protection organizations (De Streel, et al., 2020, p. 219).

Among the priority acts of the EU of the so-called "new" generation in the field of ensuring effective mechanisms for protecting the rights of consumers of legal services, we can include: the Directive "on injunctions for the protection of consumers' interests", the Directive "on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market" (Directive 2009/22/EC, 2009; Directive 2000/31/EC, 2000).

Thus, it is worth noting that the EU policy in the field of consumer protection of legal services is complex, although it is a partial harmonization, but it is quite deep and far-sighted, covering a significant number of its subjects. Thus, EU secondary law acts in the field of consumer protection of legal services cover a wide range of issues, which are:

– unified requirements for legal service providers;

– requirements for the implementation of consumer rights at the stage of concluding a contract for the provision of legal services;

– provisions providing for the protection of the rights of consumers of legal services in case of their violation;

– measures implemented by the member state in case of detection of danger, negative impact of legal services, damage to the business reputation and image of the company.

In the system of mechanisms for protecting the rights of consumers of legal services, the institute of consumer expertise plays a significant role, which provides for the possibility of checking the services provided.

"Injunctive reliefs" also play a significant role in the system of protection mechanisms. The purpose of Directive 2009/22/EC of 23 April 2009 on injunctions for the protection of consumers' interests in accordance with Article 1, are: approximation of the laws, regulations and administrative provisions of the Member States relating to actions for an injunction referred to in Article 2 aimed at the protection of the collective interests of consumers included in the Directives listed in Annex I; Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (Directive 93/13/EEC, 1993, p. 29); Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of

the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council.

At the same time, the following methods are widely used: consumer advice practice, out-of-court dispute resolution mechanisms, mediation, and others. Among these means, the use of such a type of protection as filling out certain forms by the consumer, which are provided for the purpose of resolving a dispute with the supplier of any member country, is effective.

EU institutions systematically monitor consumer policy through the consumer conditions table, which tracks national conditions for consumers in three areas (knowledge and trust, compliance and enforcement, and complaints and dispute resolution) and analyzes progress in the integration of the EU retail market based on the level of cross-border transactions between business and consumer and the development of e-commerce. Another way of systematically monitor EU consumer policy is the consumer markets scoreboard, which surveys consumers who have recently made a purchase or received a service to track the performance of more than 40 consumer markets on key indicators such as service providers ' confidence in compliance with consumer protection regulations, comparability of offers, choice available in the market, the degree of satisfaction of consumer expectations and the damage caused by problems faced by consumers.

In addition, on April 28, 2021, a single market program was launched to help the services market reach its full potential and ensure Europe's recovery from the COVID-19 pandemic. With a budget of 4.2 billion euros for the period 2021-2027, it provides an integrated package to support and strengthen single market governance, including legal services (Milieu Consulting SRL, 2020).

After analyzing the legal framework for consumer rights protection of legal services in the EU, it is necessary to summarize that today there is no single, special regulatory document in EU law that would regulate the protection of the rights of consumers of legal services.

1.4. Unfair terms according to legal services contract

Today, Consumer Contracts are a separate group of contractual structures. This also applies to legal services. When entering into them, the parties need to carefully clarify and agree on all the details in order to minimize the risks of unfair conditions during the execution of the contract.

Thus, in EU countries, legal relations related to the existence of unfair conditions in consumer contracts are regulated by Council Directive 93/13/EEC of 5 April 1993 "on unfair terms in consumer contracts" (Directive 93/13/EEC, 1993). The same Directive regulates the legal relations of consumers of legal services.

Directive 93/13/EEC stipulates that its rules for declaring the terms of a contract unfair apply to contracts to which the consumer and the seller or contractor are parties (Burhuani, et al., 2019). In other words, the provisions of this Directive apply, in fact, to all types of service contracts, legal entities in particular, with consumers who are individuals.

Part 1 of Article 3 of the Directive defines: "A contractual term which has not been individually negotiated will be regarded as unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer". That is, Directive 93/13/EEC sets out criteria for determining the terms of a contract as unfair. Analyzing the norm of Directive 93/13/EEC, it can be concluded that a contractual condition of legal service is unfair if it:

1) not agreed or discussed with the consumer individually;
2) if, contrary to the principle of good faith, it leads to a significant imbalance, in accordance with the terms of the contract of rights and obligations for the consumer.

It should be noted that the EU Court of Justice in each individual case checks in detail the existence of unfair terms in the subject matter of the dispute (contract). At the same time, the Court of Justice of the EU and the courts of EU member states use the list of conditions that may be considered unfair, which is an annex to Directive 93/13/EEC.

Based on the requirements of Directive 93/13/EEC, EU member states have begun to implement this concept in their legislation. EU member states have established this concept mainly in legislation related to the field of consumer protection.

Based on the analysis of the literature, it can be concluded that the condition of the contract is unfair if one party receives excessive, objectively unjustified advantages over the other as a result of its implementation. At the same time, the inclusion of such a condition in the contract for the provision of legal services should be the result of unfair negotiations or the use of the construction of the contract of accession by a party that is economically more powerful. Bad faith in this case is expressed in the fact that an economically stronger counterparty deliberately and intentionally or by deception "imposes" unfavorable conditions on the other party, which will certainly put it at a disadvantage.

When qualifying a condition of a legal services contract as unfair, it is necessary to focus not only on the result that the fulfillment of such a condition will certainly lead to, but also on the circumstances under which it was included in the contract.

As V. Milash notes, unfair conditions in contracts are most often used if the party to the contract is monopolists or politically influential people who can impose favorable conditions on their counterparties, taking advantage of their dominant position (Milash, 2013, c. 176). Thus, the balance of the terms of the contract is disturbed, which in practice can have negative consequences for one of the parties.

Of course, unfair conditions resulting in abuse of the right can also be found in contracts for the provision of legal services, the provisions of which are individually discussed with the consumer, but in most cases, it is the general and standard terms of contracts that often create a wide field for violating the rights of the latter (Burhuani, et al., 2019, p. 98).

Obviously, recipients of legal services should be protected from abuse of power on the part of the service provider, in particular from unilateral standards of agreements and unfair exclusion of important rights from agreements. More effective consumer protection can be achieved by adopting some common rules of the law regarding unfair conditions.

The Annex to Directive 93/13/EEC contains a non-exhaustive list of conditions that may be considered unfair, such as: limiting or excluding the liability of the manufacturer or supplier for their actions (omissions) in relation to causing harm to the consumer; illegal reduction or restriction of the rights of the consumer in relation to the seller, supplier and other persons in the event of full or partial non-performance or improper performance of any obligations under the contract; conclusion of an agreement that "binds" the consumer by circumstances in which the performance of the contract depends on the seller, contractor, etc. In this regard, the national courts have the right, at their discretion, to decide whether a particular condition of the contract is unfair (Directive 93/13/EEC, 1993).

Based on the analysis of the definitions of the concept of "unfair terms in contracts", which is found in the regulatory legal acts of the EU and some EU member states, it can be argued that it is identical. Scientists' definition of the content of unfair terms in contracts generally corresponds to the concept contained in Directive 93/13/EEC and the Principles of European Contract Law (The Principles of European …, 2002). Our research has established that contracts for the provision of legal services are included in the subject of regulation of these regulatory legal acts.

Thus, Directive 93/13/EEC also defines other requirements for fair contracts for the provision of legal services. In addition, the Directive contains requirements for

transparency of legal service contracts. This requirement applies more to the lawyers themselves, who use the terms of the contract that are not discussed individually. This is set out in the rules that the terms of the contract must be (drawn up) in simple, understandable language (articles 4(2) and 5 of the Directive), as well as in the requirement that consumers must be given a real opportunity to read the terms of the contract before entering into the contract (Paragraph 1(I) of the Annex and declarative part 20) (Directive 93/13/EEC, 1993).

According to Directive 93/13/EEC, transparency requirements have three functions:

1) according to Article 5, second sentence, contract terms that are not drafted in plain, intelligible language have to be interpreted in favour of the consumer (Commission of the European Communities …, 2004);

2) under Article 4(2), the main subject matter or the adequacy of the price and remuneration set out in the contract are subject to an assessment under Article 3(1) only insofar as such terms are not in plain intelligible language (Caja de Ahorros y Monte …, 2010);

3) failure to meet the transparency requirements can be an element in the assessment of the unfairness of a given contract term (Nemzeti Fogyasztóvédelmi Hatóság v Invitel …, 2012) and can even indicate unfairness (Verein für Konsumenteninformation v Amazon, 2016).

The EU Court of Justice interpreted both the transparency requirements that legal service providers must meet and the criteria for unfairness.

At the same time, the EU Court of Justice has repeatedly stressed (Freiburger Kommunalbauten GmbH Baugesellschaft ..., 2004), that although its function is to interpret the transparency and unfairness of contracts, it is the national courts that should assess the transparency and unfairness of the specific terms of the contract, taking into account the specific circumstances of each case.

Transparency requires not only formal and grammatical clarity of the terms of a legal services contract, but also means that consumers should be able to assess the economic impact of the terms of such a contract (Ruxandra Paula Andriciuc and Others ..., 2017).

Thus, we can state that transparency is one of the important conditions of the contract for the provision of legal services for the consumer in accordance with Directive 93/13/EEC.

So, based on the research conducted in the first chapter, we have the following intermediate conclusions:

1. A legal service can be considered as a set of actions or activities of a specialist in the field of law aimed at meeting the needs of the legal nature of the customer of the service, which is consumed in the process of its provision and is inseparable from the person of the contractor.

2. The legal nature of contracts for the provision of legal services in European countries combines specific features that distinguish them from other civil law contracts.

3. It is determined that the terms of the consumer contract of legal services are unfair if they violate the principle of good faith and lead to a significant imbalance of contractual rights and obligations and cause harm to the consumer.

PART II
LEGAL PRACTICE IN CONSUMERS' PROTECTION IN EU LEGAL SERVICES

2.1. ECJ practice regarding the consumers' rights protection of legal services

The legal system of the European Union is one of the most successful and developed in the world. An important place in it is occupied by the judiciary, which consists of two courts – the Court of Justice and the General Court, which together form a single system – the Court of Justice of the European Union (hereinafter referred to as the Court of Justice).

The EU Court of Justice is entrusted with the function of ensuring compliance with the law in the interpretation and application of EU constituent treaties and together with the national courts of EU member states in order to ensure the uniform application of EU law. It consists of the Court of Justice, which considers cases sent from national courts in pre-trial proceedings, certain annulments and appeals, and the General Court, which considers annulments from individuals and legal entities and, in some cases, from EU officials.

If we consider the practice of the EU Court of Justice on the protection of the rights of consumers of legal services, it is worth noting that one of its most important powers is to consider the prejudicial requests of EU member states and carry out prejudicial proceedings in order to interpret the norms of EU law (Fastovets, 2015). Prejudicial requests are an official application by the judicial authorities of EU member states to the Court of Justice of the EU with a request for an interpretation of a certain rule of law of the European Community, the application or understanding of which the court has doubts when resolving a specific dispute within its jurisdiction. These requests are considered by the EU Court of Justice as indirect, and they account for almost half of the cases that this body considers (Lypko, 2016, p. 406).

The legal regulation of prejudice in the EU is regulated by the Treaty Establishing the European Community of 1957, with some amendments. With the entry into force of the Lisbon Treaty in 2009, some procedural aspects of pre-trial proceedings were changed, but the main features of the proceedings that characterize the relationship between the courts of member states and the EU Court of Justice remained.

When considering cases for the protection of the rights of consumers of legal services, the EU Court of Justice also checks the validity of acts of all bodies, institutions and services that exist within the EU. It verifies the validity of acts of institutions, as the main bodies charged with performing the tasks of the Union, which, according to the

Consolidated version of the Treaty on the Functioning of the European Union, include: The European Parliament, the European Council, the Council of the European Union, the Court of Justice of the EU, the European Commission, the European Central Bank and the European Court of auditors (Consolidated version of the Treaty …, 1958).

The EU Court of Justice examines the case in detail, previous judicial practice, analyzes the current directives that relate to the protection of the rights of consumers of legal services, weighs all the circumstances of disputes, the terms of the contract between the lawyer (advocate, law firm) and the consumer, and only then makes a fair decision.

The main function assigned to the EU Court of Justice in the consumer sphere is to interpret the norms of directives. The court consists of the Court of Justice, which considers cases sent from national courts in pre-trial proceedings, certain annulments and appeals, and the General Court, which considers annulments from individuals and legal entities and, in some cases, from EU officials.

So, during the consideration of the Bertrand case in the decision of the EU Court of Justice, Consumers are identified as a weak side compared to sellers, since they are not engaged in business or professional activities (Bertrand v Paul Ott KG, 1978). In the case of Shearson Lehman Hutton Inc, a consumer is a party that is "economically weaker and less experienced in legal matters compared to the other party to the contract" (Shearson Lehmann Hutton Inc. …, 1993). In Gruber's case, the court explained that "the term “consumer” should be interpreted narrowly, taking into account the position of a person in the context of a particular contract in accordance with the nature and purpose of that contract, and not the subjective position of that person" (Karoline Gruber …, 2015).

Thus, we see that in practice the EU Court of Justice interprets the norms of EU law, the results of which can be used in the future by other courts of EU member states within their competence.

Some scientists, referring to the practice of the EU Court of Justice, note that the content of the concept of service includes "tourism, medical, financial, legal, educational and sports activities" (Schurr, 2007, p. 143).

In addition, in separate cases, the EU Court of Justice has decided that a service provider may temporarily carry out its activities in another member state under the same conditions as those established in its own state, as long as this does not violate the provisions of the Treaty on the Functioning of the European Union concerning the right to freedom of business establishment. The provision of services is regulated by Article 57 of this Treaty only if they are of an economic nature and are provided for remuneration (Lichman, 2013, p. 336).

If we refer to the classification of services according to EU law, it should be noted that they are classified into 4 groups by the nature of their activities: "industrial, commercial activities, activities of artisans and persons of "free" professions" (Article 57 (50)) of the Treaty on the Functioning of the European Union. Persons of "free" professions also include legal services.

As M. Mikuliak notes, "the institutional mechanism for protecting the rights of consumers of legal services in the EU is multi-level, which provides for a balance between control and elements of self-organization, both by lawyers (law firms) and consumers. To this end, the EU has introduced effective market surveillance, which does not burden businesses with inspections and bureaucratic procedures, but in case of violation of the established rules, strict sanctions are applied. This applies in particular to legal services. At the same time, the responsibility of law firms and lawyers themselves for the quality and fairness of legal services provided is being strengthened" (Mikuliak, 2022, p. 218).

As we have already noted in the first chapter, the European Union has Judicial and extrajudicial forms of consumer protection. In this context, E. Hondius notes that " the consideration of individual claims falls within the competence of EU member states. At the level of European institutions, in particular the Court of Justice of the European Union, cases of this nature are not actually considered, since this is not within its competence. The author also notes that "the EU Court of Justice only decides on the interpretation of national norms adopted on the basis of secondary EU legislation. As an exception, the EU Court of Justice can consider consumer protection cases based on collective appeals (Hondius, 2012, p. 171).

Thus, it can be concluded that in the field of consumer protection of legal services, it is the EU Court of Justice that is entrusted with the function of interpreting the norms of directives on equitable resolution of disputes between the consumer and the legal service provider.

2.2. Birutė Šiba v Arūnas Devėnas case

Continuing to explore the specifics of protecting the rights of consumers of legal services under European Union law, it is important to consider this issue through the prism of practical cases of judicial practice of European Union institutions. There is still a debate among scientists in European countries whether a contract for the provision of legal services or legal assistance really falls under Directive 93/13/EEC and is recognized as a consumer contract. Let's try to analyze this issue in more detail.

Thus, Directive 2011/83/EC defines a service contract as "any contract other than a sales contract under which the trader supplies or undertakes to supply a service, including a digital service, to the consumer".

Relevant is the response of the Lithuanian Bar Association of the European Law Department of the Ministry of Justice of the Republic of Lithuania regarding the justification of the position of the Republic of Lithuania in the Šiba case, which was under consideration by the EU Court of Justice. In this report, the Bar Association proves the point of view why certain EU consumer protection standards cannot be applied in the activities of advocates. In response, the impossibility of applying the Directive on unfair terms in consumer contracts is based on the specifics of organizing the provision of state-guaranteed legal assistance. It is important to note that "no contracts are concluded between the lawyer and the recipient of legal assistance guaranteed by the state" (Lietuvos advokatūros atsakymas Europos teisės …, 2013). As a result, the provisions of the unfair terms Directive cannot be applied to the lawyer-client relationship, according to the Bar Association.

Thus, this answer basically repeats the arguments already given – the lawyer and the client are connected by a trusting relationship, high-quality legal assistance is implemented only if the lawyer and the client cooperate. In addition, the Lithuanian Bar Association is obliged to ensure the rights of the lawyer's client, whose bodies are authorized to ensure the integrity of the lawyer's activities, to monitor the compliance of the lawyer's activities with the provisions of the Code of lawyer ethics.

With regard to the legal services contract, the Lithuanian Bar Association also commented in its response regarding the assessment of the nature of the legal protection contract and the payment of the fee for the assistance of a lawyer and an assistant lawyer. The Bar Association expressed the opinion that the contract concluded with the lawyer for the paid provision of legal services cannot be considered consumer. The most important argument is that the lawyer's activity is not commercial. It is also noted that often the contract for the provision of legal services corresponds to the characteristics of the contract of assignment, and the contract of assignment is not considered consumer (Lietuvos advokatūros atsakymas …, 2013).

Thus, it can be concluded that an individual who receives legal services on the basis of contracts for the paid provision of legal services concluded with a lawyer should not be considered a consumer. Although such a person may meet two criteria applicable to consumers – it may be an individual who enters into contracts for personal (non-

entrepreneurial) purposes, a contract for the provision of legal services concluded by such a person with a lawyer does not match the third criterion. Practicing lawyers also expressed the position that an essential feature of a consumer contract is that the contract is not concluded with an entrepreneur. The activity of a lawyer is characterized by a much larger number of restrictions and special requirements than the activity of an entrepreneur. The position of the Lithuanian Bar Association, which also does not consider its members to be entrepreneurs, is also indicative. Finally, the lawyer-client relationship is fundamentally different from the consumer law relationship – the lawyer-client relationship is based on trust and confidentiality.

Thus, the Lithuanian Bar Association concluded that it is inappropriate to apply the provisions on consumer protection to regulate lawyer-client relations. It seems that this position was expressed by lawyers at the time of consideration of case C537/13, Birutė Šiba v Arunas Devėnas (Birutė Šiba v Arunas Devėnas, 2015). Analysing the case, in which a prejudicial judgment was applied to the EU Court of Justice, the Lithuanian lawyers summarised the report that if a lawyer breaches the provisions governing lawyers' activities (e.g., the prohibition to guarantee a client that the outcome of the case will be favourable to him or her), the violated rights of the client can and should be defended. However, it is impractical to apply the provisions on consumer protection to protect the rights of the lawyer's client, since extremely high requirements are already put forward for advocacy, which should ensure not only the quality of services provided, but also the prestige of the advocate (lawyer), but also the protection of the client's interests. The client can secure their rights by applying not only to the court, but also to the Lithuanian Bar Association (Lietuvos advokatūros atsakymas Europos teisės …, 2014).

For a more detailed analysis, consider the very case C-537/13, Birutė Šiba v. Arūnas Devėnas. On 15 January 2015, the EU Court of Justice ruled that model legal services contracts between lawyers and consumers fall under Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (Birutė Šiba v Arunas Devėnas, 2015).

The European Court of Justice was invited to rule on preliminary questions submitted by the Supreme Court of Lithuania in the context of a dispute between Ms Šiba and her former lawyer, Mr Devėnas. As follows from the merits of the case, Ms Šiba entered into three standard contracts with Mr Devėnas for legal assistance in matters of her private life, but subsequently refused to pay a fee to Mr Devėnas. After the first and appellate courts sided with Mr Devėnas, Ms Šiba appealed to the Supreme Court of Lithuania. She argued

that the lower courts had failed to take into account her status as a consumer, which should have prompted them to interpret the disputed contracts in a way that was beneficial to her.

The European Court first noted that under Articles 1(1) and 3(1) of the Directive 93/13/EEC, these rules apply to contracts concluded between a "seller or supplier" and a consumer that have not been negotiated individually. Accordingly, it was necessary to determine whether a lawyer engaged in his profession could be classified as a" seller or supplier " according to the meaning of the Directive; and whether a legal services contract concluded by a lawyer with an individual acting for a purpose other than his/her business or profession is a consumer contract in accordance with the Directive with all relevant guarantees for the individual (Birutė Šiba v Arunas Devėnas, 2015).

The position of the EU Court of Justice implies the idea that underlies the Directive and is that the consumer is in a weak position in relation to the seller or supplier, both in terms of their negotiating power and their level of knowledge. This leads to the fact that the consumer agrees to the terms drawn up in advance by the seller or supplier, without being able to influence their content. With regard to contracts for legal services, the EU Court of Justice considered that, as a rule, there is a certain inequality between "clients-consumers" and lawyers, in particular due to the asymmetry of information between the parties. According to the EU Court of Justice, lawyers demonstrate a high level of technical knowledge that consumers may not have, and therefore it may be difficult for the latter to judge the quality of services provided to them (Birutė Šiba v Arunas Devėnas, 2015).

In the final judgment in this case, the Court of Justice of the EU concluded that Directive 93/13/EEC holds and should be applicable, since no particular characteristic of the legal profession requires that contracts between lawyers and "clients-consumers" (paragraph 23) be exempted from the control of unfair terms. Except where such characteristics show otherwise, "[…] the Directive shall determine the legal capacity of contracting parties, depending on whether they operate for purposes relating to their trade, business or profession, the contracts to which it applies" (paragraph 21).

The defendant himself rejects this position in his argument, arguing that the confidential nature of the relationship between the lawyer and the client contradicts the disclosure of agreements on legal advice in court.

However, the EU Court of Justice did not take into account such arguments, since "contractual terms that have not been discussed individually, in particular those developed for general use, do not contain, as such, personal information concerning lawyers 'clients,

the disclosure of which may undermine the confidentiality of the legal profession" (Birutė Šiba v Arunas Devėnas, 2015). If such conditions apply to a specific client, there is a reason to consider them agreed terms, which, in turn, will release them from control.

Thus, having analyzed the case C-537/13 Birutė Šiba v. Arūnas Devėnas, taking into account the decision of the EU Court of Justice, we can conclude that the contract for the provision of legal services can be attributed to consumer contracts. Accordingly, legal relations between a lawyer (advocate, law firm) are subject to the regulation of the Directive 93/13/EEC, and therefore the rights of individuals who consume legal services of EU member states are legally protected and have case-law judicial practice of restoration.

2.3. Vicente v Delia case

The decision of the 22 of September 2022 in the case "C-335/21 Vicente v Delia" is a fairly recent case practice of the EU Court of Justice regarding the interpretation of national legislation in the field of consumer protection of legal services (Vicente v Delia, 2022).

A submission for a prejudicial judgment to the EU Court of Justice was filed by Court of First Instance No. 10a, (Seville, Spain). The request concerns Mr Vicente's lawyer and his client, Ms Delia, regarding non-payment of fees that were allegedly imposed on the client as an obligation to pay.

In particular, the interpretation of the request was based on Directive 93/13 of the EEC regarding the recognition of a legal services contract containing unfair terms for the consumer and Directive 2011/83/EC on unfair commercial practices between a lawyer and consumers in the domestic market.

As we mentioned in the previous section, Article 3(1) of Directive 93/13/EEC is formulated as follows: "a contractual term which has not been individually negotiated shall be regarded as unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties’ rights and obligations arising under the contract, to the detriment of the consumer" (Directive 93/13/EEC, 1993).

Article 4(1) of the same Directive states that «without prejudice to Article 7, the unfairness of a contractual term shall be assessed, taking into account the nature of the goods or services for which the contract was concluded and by referring, at the time of conclusion of the contract, to all the circumstances attending the conclusion of the contract and to all the other terms of the contract or of another contract on which it is dependent» (Directive 93/13/EEC, 1993).

In addition, in the context of the case, the possibility of applying Article 7(1) of Directive 93/13/EEC, which states: "Member States shall ensure that, in the interests of consumers and of competitors, adequate and effective means exist to prevent the continued use of unfair terms in contracts concluded with consumers by sellers or suppliers", is emphasized (Directive 93/13/EEC, 1993).

Instead, Directive 2005/29/EC sets out the conditions under which a complete commercial practice is defined as unfair, which, in particular, misleads the consumer and is aggressive.

Thus, according to Articles 7(1) and (2) of this Directive, "a commercial practice shall be regarded as misleading if, in its factual context, taking account of all its features and circumstances and the limitations of the communication medium, it omits material information that the average consumer needs, according to the context, to take an informed transactional decision and thereby causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise"; "It shall also be regarded as a misleading omission when, taking account of the matters described in paragraph 1, a trader hides or provides in an unclear, unintelligible, ambiguous or untimely manner such material information as referred to in that paragraph or fails to identify the commercial intent of the commercial practice if not already apparent from the context, and where, in either case, this causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise" (Directive 93/13/EEC, 1993).

It is these norms of international law as starting points for the decision of the case C-335/21 Vicente v Delia that are given in the decision of the EU Court of Justice of 22 September 2022. In particular, the essence of the case is as follows.

On 9 February 2017 Ms Delia, on the one hand, Mr Augusto and Mr Vicente, as lawyers, on the other hand, agreed a letter of commitment covering an analysis, a pre-trial action (if necessary, a court action) with the likelihood of drafting and lodging a claim for invalidation of the unfair terms contained in the loan agreement concluded on 26 November 2003 by Ms Delia, as a consumer, with a banking institution.

The letter of commitment contained a provision which provided that by signing the letter of commitment, Ms Delia undertook to comply with all instructions given by the law firm and, in a case that she refused legal services under that obligation by the time the trial was completed or reached an agreement with the bank, must pay the lawyers the amount determined by the application of the Seville Bar Association's fee scale (Vicente v Delia, 2022).

According to the reasoning given by the Seville Court in the case, Ms Delia contacted Mr Vicente's law firm through an ad on a social network. However, it is noted that there was no mention of a waiver provision in the announcement, and Ms Delia was only informed about the cost of legal services. In that case, it had not been established that Ms Delia had been aware of the note of the consequences of the refusal of legal services prior to the signing of the letter of commitment.

As it becomes clear from the above positions in the case, before filing a claim for invalidation of the loan agreement, on 22 February 2017, Vicente's lawyer filed a pre-trial claim with the banking institution. Realizing the risks, the bank proposed Ms Delia and put forward to her personally an offer to return the funds in the amount of 870.67 euros improperly paid by her. Mrs Delia accepted the offer. However, Vicente's lawyer soon informed his client that he did not agree with the banking institution's proposal, and stressed that a lawsuit was filed against the latter to recover fees in the amount of 1,337 .65 euros (Vicente v Delia, 2022).

In reply, Ms Delia, with the assistance of another lawyer, objected to those fees on the grounds that they had not been due. Ms Delia insisted that she had not been informed that there was a withdrawal clause, as a result of which she had to pay only 10% of the commission on the amount received from the bank that provided the loan. In that case, Ms Delia also referred to the unfairness of the withdrawal provision.

However, on 15 October 2020, the court rejected Ms Delia's arguments and ordered her to pay the plaintiff EUR 1,337.65, and also granted a five-day period for this payment under "threat of enforcement". Shortly thereafter, in spite of this, Ms Delia filed an application to the Spanish court for review of this decision. Mr Vicente lodged a defence seeking the dismissal of the application and Ms Delia's obligation to pay the legal fees (Vicente v Delia, 2022).

At this stage, the Court of Seville appealed to the Court of Justice of the EU for a fair decision, pointing to uncertainty as to whether the Spanish national procedural rules governing the procedure for the payment of fees comply with the requirements of Directive 93/13/EEC, the principle of effectiveness and the right to effective judicial protection under Article 47 of the Charter of Fundamental Rights. The Court of Seville also points out that it allegedly does not have the authority to check on its own initiative whether the conditions in the contract for the provision of legal services are unfair, since the procedure for collecting fees is out of court, simplified in nature with the participation of the court registrar (secretary).

In addition, the present case states that there is no indication in the materials of the Spanish court (plaintiff) that the approximate scale of fees sought by Vicente's lawyer from Ms Delia is public, nor has it been established that Ms Delia was informed of their contents. On this basis, the Court of Seville has doubts as to the appropriateness of the application of Directive 2005/29/EC in the contract between a lawyer and his client, for example, the waiver provision where the lawyer refers to the Bar Association's fee scale, which was not mentioned either in the advertisement or at the time of conclusion of this contract. Therefore, the Seville Court decided to suspend the proceedings and send the issues described above to the EU Court of Justice for a preliminary decision.

Based on the study of the Vicente V Delia case, the Court of Justice of the EU formulated the plaintiff's responses regarding a fair resolution of the case as follows: "first of all, it should be recalled, as follows from the case-law of the Court of Justice of the EU, the imbalance that exists between the consumer and the seller or supplier can only be corrected by positive actions that are not related to the actual parties to the contract. The domestic court is required to assess, of its own motion, whether a contract condition falling within the scope of Directive 93/13/EEC is unfair once it has the legal and factual elements necessary to fulfil that task" (Vicente v Delia, 2022).

Thus, the EU Court of Justice stressed to the plaintiff that the initiative of the domestic court to recognize certain terms of the consumer contract as unfair is permissible and necessary in resolving such cases. Ultimately, the EU Court of Justice also held that the obligation arising from Article 7(1) of Directive 93/13/EEC to establish detailed procedural rules that ensure respect for the consumer's rights to contend the use of unfair terms presupposed the requirement that there was a right to an effective remedy. This requirement is also enshrined in Article 47 of the Charter of Fundamental Rights (decision of 13 September 2018, Profi Credit Polska, C-176/17, EU:C:2018:711, paragraph 59) (Profi Credit Polska, 2018).

The EU Court of Justice also argued that Spanish law does not impose any restrictions on the ability of the court to verify whether the terms of the contract are unfair, or on the collection of evidence in the context of a review application. Thus, the Spanish court is authorized to collect sufficient evidence in the case and review the decision.

Also, as follows from the decision of the Court of Justice of the EU, the terms of the contract between Ms Delia and the Vicente lawyer can be considered to fall within the scope of Directive 2005/29/EC, namely, the court considers that there is a provision in the contract that misleads the client in terms of self-denial from the provision of legal services by Mr Vicente, which he did not inform Ms Delia either in advertising his services or until

the moment of signing the contract. Thus, we can assume that the EU Court of Justice supported the consumer's position in this case in full, but instructed the national Spanish court to study all the materials in detail, to take the initiative to study the possible existence of unfair terms in the contract between Ms Delia and lawyer Vicente in order to make a fair decision.

Thus, the EU judicial practice has another exemplary precedent for protecting the rights of consumers of legal services, which meets the challenges of our time and the needs of society.

So, analyzing the second section, we can summarize the following conclusions.

Judicial protection of consumer’s rights is carried out by applying to the courts of general jurisdiction in the order of claim proceedings and, as a rule, in an individual form.

Having analyzed the case C-537/13 Birutė Šiba v Arūnas Devėnas, given the judgment of the EU Court of Justice, we concluded that the contract for the provision of legal services follows the relation to consumer contracts. Accordingly, legal relations between a lawyer (advocate, law firm) are subject to the regulation of Directive 93/13/EEC, and therefore the rights of individuals who are consumers of legal services of EU member states are legally protected and have a successful judicial practice of restoration.

The analysis of the case C-335/21 Vicente v Delia, which is the most recent judicial practice of protecting the rights of consumers of legal services in the activities of the EU Court of Justice, once again confirmed that contractual relations between a lawyer (advocate) and a consumer can be considered consumer, since they comply with the norms of consumer contracts. In addition, the EU Court of Justice has ruled on the case law on the protection of the rights of consumers of legal services regarding the presence in the contract of provisions that mislead the consumer in accordance with Directive 2005/29/EC.

PART III
PECULIARITIES OF CONSUMERS' RIGHTS PROTECTION IN THE SPHERE OF PROFESSIONAL SERVICES IN UKRAINE

3.1. The situation with consumer protection in Ukraine

Article 42 of the Constitution of Ukraine proclaims: "the state protects the rights of consumers, monitors the quality and safety of products and all types of services and works, and promotes the activities of public consumer organizations" (The Constitution of Ukraine, 1996).

As practice shows, the situation in Ukraine regarding consumer protection is not positive, and consumer rights are often violated. According to M. Medonchak, this situation de jure has the following reasons: imperfection of the regulatory framework of the current legislation; the possibility of abuse among the branches of state power that monitor the implementation and compliance with the legislation on consumer protection; insufficient level of transparent and effective mechanism for consumer protection; low level of information, educational and legal work among the population to explain the norms and provisions of legislation on consumer protection and ensuring the provision of practical assistance to consumers in case of violation of their rights; lack of proper conditions for the realization by consumer citizens of their legitimate interests and rights on the territory of Ukraine (Medonchak, 2021, p. 240).

As A. Khokhuliak notes, "the development of market relations is accompanied by the saturation of the market with various goods and services. However, this process, along with positive aspects, inevitably leads to the appearance of such a negative phenomenon as the sale of low-quality products or the provision of low-quality services. In this regard, the issues of consumer protection of goods, works, and services, which are traditionally considered a civil law institution, are becoming more relevant, so the problem of consumer protection is considered within the framework of civil law" (Khokhuliak, 2016, p. 400).

Today, when Ukraine is at war, the problem of fraud in the purchase of goods or ordering various services, especially in the internet space, has become particularly acute. Due to the urgency of these problems, today more than ever every consumer needs state support and protection from these negative phenomena (Pilikhrim, 2020).

Ukraine is reforming consumer protection systems for goods and services in the context of the country's European integration development. One of the areas of implementation of this task is the formation of a national consumer policy. Its objectification is closely linked to the implementation of the values and norms of civil society. In the system of consumer-Seller-producer relations, the problem of ensuring social justice initially arises, since its participants are not on an equal footing.

The defining subjects of state consumer policy are the President of Ukraine, the Verkhovna Rada of Ukraine and the Cabinet of Ministers of Ukraine. In particular, the President of Ukraine defines "the main directions of the legal policy of Ukraine, the system of the most urgent tasks in the field of legal regulation. The President can exercise such powers by issuing decrees that are binding, as well as by legislative initiative". The head of the state, within the limits of his powers, "ensures the purposeful activities of all state authorities in the formation and implementation of the legal policy of Ukraine".

An important role in the state system of consumer protection is played by the State Service of Ukraine for food safety and consumer protection, which has a Department of consumer protection in its structure (Trehubenko, et al., 2016, p. 75).

In recent years, there has been a tendency in Ukraine to strengthen consumer protection, ensure effective control over the quality and safety of products and all types of works and services, and improve the current legislation on consumer protection. The government of Ukraine has developed and adopted legislative acts on defining the main directions of state and social policy in the field of consumer rights and their further development.

Undoubtedly, the central place in the system of consumer legislation is occupied by the Law of Ukraine "On Consumer Rights Protection", the norms of which form the main content of the institution of consumer law (On Consumer Rights Protection, 1991).

Ensuring effective consumer protection can be solved, firstly, by ensuring the release and receipt of high-quality products, high-quality performance of works and provision of services (so that consumers will not face violation of their rights and, as a result, will not need to protect them); secondly, by regulating the procedure for carrying out the activities of business entities in the sphere of trade and services aimed at ensuring the rights of consumers; thirdly, by giving the consumer priority in relations with producers, sellers and performers within the consumer market (Matseliukh, 2015).

The question of the need for consumer education of the population, in particular, in the field of consumer legislation, was raised in the works of a number of scientists, but it never found its legislative solution. It seems that at the present stage, the issue of consumer education is becoming more and more relevant, since, on the one hand, there is a decrease in consumer protection at the legislative level, and on the other hand − "insufficient work of the law". In this case, the" insufficient work of the law " is the attitude to the law and the ability to protect their rights in practice of an ordinary citizen-consumer. D. Fedan believes that it is necessary to supplement the Law of Ukraine "On consumer rights protection" with the article "consumer rights to education", which should provide for the mandatory introduction of the discipline "consumer rights protection" or "consumer law" in educational and professional programs for Bachelor's degree training in all areas of education (Fedan, 2021, p. 108).

Thus, analyzing the situation in Ukraine regarding consumer protection, it can be noted that this legal institution is undoubtedly important and relevant for Ukraine, as well as for all EU member states. Despite the fact that the legislation of Ukraine formally provides consumers with a wide range of powers to protect their legal rights and interests, it is still quite difficult to implement this opportunity. Therefore, there is a need for detailed scientific and applied, practical analysis and solutions to the problems of implementing consumer rights, so that the situation in Ukraine in this direction improves, and consumers feel protected at the level of an effective law.

3.2. Legal services and protection of its consumers in accordance with Ukrainian legislation

The consumer market in Ukraine today is full of offers of various types of services. Companies use many types of advertising (both direct and hidden) to attract new customers. However, there are cases when consumers of services become "victims" of unprofessionalism and unwillingness to fulfill their obligations of fairly well-known companies. The legal services market is no exception, the development of which in Ukraine has been particularly active in the last 5-10 years.

It should be noted that the main legislative acts regulating the issues of obtaining legal services and consumer rights of relevant services in Ukraine are the Civil Code of Ukraine (The Civil Code of Ukraine, 2003), the Law of Ukraine "On Consumer Rights

Protection" (On Consumer Rights Protection, 1991), and the Commercial Code of Ukraine (The Commercial Code of Ukraine, 2003).

Thus, with the adoption of the current Civil Code of Ukraine, service agreements are assigned to a separate group. In accordance with article 901 of the Civil Code, under a service agreement, one party (the contractor) undertakes, on the instructions of the other party (the customer), to provide a service that is consumed in the process of performing a certain action or performing a certain activity, and the customer undertakes to pay the contractor for the specified service, unless otherwise established by the contract (The Civil Code of Ukraine, 2003).

Based on this norm, according to the agreement on the provision of legal services, the customer assigns, and the contractor undertakes to provide services on legal issues and preparation of necessary documents to the extent and on the terms stipulated in the agreement on the provision of legal services, and the customer pays a fixed fee or periodic payments (if the agreement is long – term) in accordance with the terms of such agreement.

For disputes about payment for services rendered, it is important to determine what exactly the customer should pay for. Therefore, when entering into a contract for the provision of legal services, it is important to clearly define which services are subject to performance under this agreement, agree on the terms of their provision, and also indicate all possible aspects that relate to his case. Detailing such conditions will guarantee the protection of the client's rights in case of bad faith of the law firm (Mykuliak, 2022).

In particular, Law of Ukraine "On Consumer Rights Protection" provides for a specific list of information about goods (works, services) that information should contain when selling them (On Consumer Rights Protection, 1991). These norms give the consumer certain guarantees and warn against unjustified, additional costs when receiving legal services. However, the law does not establish the obligation of a lawyer as a service provider to inform the consumer about the preliminary calculation of the price (preliminary budget), if the price is based on the principle of an hourly rate.

Ukrainian experts in their report comment on the topic under research and note that "in order to reduce the risks of providing low-quality legal services, it is necessary to register partial prepayment in the contract, and not payment of the full cost in advance, since with this type of settlement, the law firm will have a certain interest in receiving the full amount of the fee, which, in turn, will contribute to the high-quality and timely provision of legal services" (Radchenko, 2022).

The Law of Ukraine "On Consumer Rights Protection", in turn, is designed to protect the consumer of a legal entity or other company in case of non-provision or poor-quality provision of services. In accordance with the provisions of the Law of Ukraine "On Consumer Rights Protection", the service customer has the right to withdraw from the law service agreement and demand compensation for losses if the contractor has not started fulfilling its obligations under the agreement in a timely manner or performs the work so slowly that it becomes impossible to finish it within a certain period of time (On Consumer Rights Protection, 1991).

Here it is appropriate to mention several types of losses. After all, a consumer of a law firm who has been provided with poor-quality or not provided legal services at all can claim compensation simultaneously with direct losses in the amount of lost benefits and lost income. Since poor-quality provision of legal services can have much worse consequences for the consumer, for example, the loss of a lucrative contract or the termination of a business relationship with a partner.

However, if a significant part of the service volume (more than 70% of the total volume) has already been performed, the consumer has the right to terminate the contract only in relation to the part of the service that remains not provided. If during the provision of services it becomes obvious that they will not be provided due to the fault of the contractor in accordance with the terms of the contract, the consumer has the right to assign the contractor an appropriate time limit to eliminate the shortcomings, and in case of non – fulfillment of this requirement within a certain period-to terminate the contract and demand compensation for losses or entrust the correction of shortcomings to a third party at the expense of the contractor (Stankova, 2017, p. 39).

According to the legislation of Ukraine, termination of a contract is allowed only by agreement of the parties, unless otherwise established by the contract or law (Part 3 of Article 651 of the Civil Code of Ukraine) (The Civil Code of Ukraine, 2003). The same rule states that in the event of unilateral withdrawal from a contract in full or in part, if the right to such refusal is established by the contract or law, the contract is terminated or amended accordingly.

The procedure for unilateral termination of a contract is regulated by Article 188 of the Commercial Code of Ukraine. According to it, a party to the agreement that considers it necessary to change or terminate the agreement must send a proposal to the other party, which must consider the proposal and notify the initiator of termination of the agreement of the results of consideration within 20 days from the date of its receipt (The Commercial Code of Ukraine, 2003).

Consider a situation where legal services were still provided to the company's client, but with certain shortcomings. In this case, the client has the right to demand from the law firm gratuitous elimination of shortcomings in the service provided within a reasonable time, a corresponding reduction in the cost of the service provided, re-provision of the service, compensation for losses caused to him with the elimination of shortcomings in the service provided independently or with the involvement of a third party, as well as the exercise of other rights provided for by the current legislation on the day of conclusion of the relevant agreement.

In general, the legal regulation of issues related to compensation for property and moral damage caused as a result of defects in products, goods and services is regulated by the Constitution of Ukraine, the Civil Code of Ukraine, the Law of Ukraine "On Consumer Rights Protection", "On Advertising", "On Liability for Damages Caused by Product Defects" (On Liability for Damages …, 2011), etc.

Thus, "disputes on compensation for non-pecuniary damage to an individual are considered, in particular, in cases where the right to compensation for non-pecuniary damage is directly provided for by the norms of the Constitution of Ukraine or follows from its provisions, as well as in cases provided for by legislation establishing liability for non-pecuniary damage in violation of obligations that fall under the Law of Ukraine "On Consumer Rights Protection" or other laws regulating such obligations and providing for compensation for non-pecuniary damage" (Stankova, 2019, p. 48).

In addition, the Law of Ukraine "On Court Fee" amended the Law of Ukraine "On Consumer Rights Protection", and did not cancel the benefit provided for in it. Thus, the legislator retained benefits for consumers to pay a court fee for claims related to the violation of their rights.

Thus, the consolidation in the legislation of Ukraine of such a method of consumer protection as compensation for moral damage is of great importance for the development of relations in civil relations. In our opinion, the amount of compensation for non-pecuniary damage at the legislative level should not be connected with the minimum or maximum amounts. The circumstances of each case are individual, and the positions of the parties to the dispute and the court in this dispute are also individual (Stankova, 2018, p. 22).

Thus, it is worth noting that the protection of the rights of consumers of legal services in Ukraine is regulated by civil law legislation and takes place in the General section of the Civil Code of Ukraine on the provision of services. Disputes arising between the legal service provider and the consumer can be resolved out of court and in court. It is necessary to mention that the issue of protecting the rights of consumers of legal services in Ukraine

is actually not studied topic among scientists, despite the fact that the legal services market is growing rapidly. Therefore, this topic is of value to the certain scientists and requires special attention.

3.3. Prospects for adaptation and harmonization of Ukrainian and EU legislation in the field of consumers' rights protection of legal services

To date, Ukraine has received the status of a candidate member of the EU after the full-scale invasion of the Russian Federation on the territory of sovereign Ukraine with a war. Ukraine is currently going through the most difficult times in the years of its independence and the support of the European Union is extremely important for the Ukrainian people. Consequently, granting Ukraine the status of a candidate member of the EU today requires it to take decisive steps to justify this decision with the prospect of Ukraine achieving full membership in the European Union. Therefore, the issues of harmonization of the national legislation of Ukraine with the requirements of the EU are very relevant in our time. It is also connected with the consumer protection.

In accordance with the European vector of development of Ukraine and its obligations under the European Union–Ukraine Association Agreement, the state of consumer protection in Ukraine is in urgent need of reform in order to ensure an appropriate level of consumer protection and achieve compatibility between the Ukrainian and European consumer protection systems (Association agreement between the European …, 2014, p.154). Ukraine's European integration is a new economic reality with new approaches, compliance with EU – recognized principles and values, and the search for new mechanisms.

Over the past ten years, Ukraine has gradually brought its national legislation closer to EU legislation. According to the concept of state policy in the field of consumer protection for the period up to 2020, approved by the government on 29 March 2017, and the draft action plan for the implementation of the above-mentioned concept, the Verkhovna Rada of Ukraine has developed a new version of the current Law of Ukraine "On Consumer Rights Protection" (draft law No. 6134) (Pro Zakhyst prav spozhyvachiv, 2021). It is worth noting that this is the basic law that regulates consumer protection relations in Ukraine. To date, this draft law has already passed the first consideration by the Verkhovna Rada of Ukraine.

The new draft law provides for the adaptation of Ukrainian legislation to the legislation of the European Union – Ukrainian consumers will have the same rights and guarantees as EU citizens.

As the First Deputy Prime Minister-Minister of economy of Ukraine Y. Sviridenko noted in her report, "in accordance with the European vector of Ukraine's development and our obligations under the European Union–Ukraine Association Agreement, the national consumer protection system should become compatible with the EU consumer protection system. This bill takes into account the best practices of the European Union in this area and should resolve many controversial issues that arose when making purchases in online stores as well" (Trishycheva, 2021).

The updated draft Law of Ukraine "On Consumer Rights Protection" introduces a number of innovations in the field of consumer protection of legal services (including from the relevant EU directives and regulations), if compared with the current law. And this should theoretically strengthen consumer protection in Ukraine. The priority of consumer rights over the legal service provider is established.

Another thing is that many aspects, such as Directive 2009/22/EC on injunctions for the protection of consumers' interests, are not taken into account in the updated consumer protection law, including: procedural issues; qualification requirements for institutions that have the right to apply to the court; guarantees of enforcement of court decisions by various branches of government, etc.

However, another positive innovation of the document is as follows. Due to the introduction of appropriate amendments to the Law of Ukraine "On Court Fee", State Service of Ukraine for food safety and consumer protection and public organizations are exempt from this fee when applying to the court for consumer protection.

Of course, the government bill significantly strengthens consumer protection, as it adapts the basic standards of consumer protection that work effectively in the European Union, in particular, in such very specific areas as consumer protection of e-commerce, sales of goods with digital content, legal services, economic rights of food buyers, etc.

However, the updated version of the law on consumer protection contains a number of both serious and allegedly minor shortcomings, which, obviously, will negatively affect the protection of the rights of business customers. In particular, the relevant document shows the lack of some effective protective tools, without which the rights of consumers cannot be fully respected (Fedorchenko, 2022, p. 191):

1) the draft law establishes a number of conditions for termination of the contract for the purchase of goods that are fair from the point of view of consumer protection. At

the same time, it is determined that the consumer does not have the right to terminate the contract with the seller if the detected defect is insignificant and can be easily eliminated (article 7.10) (Pro Zakhyst prav spozhyvachiv 2021). This, unfortunately, completely eliminates the consumer's right to return products to the seller that do not have the proper "commercial" appearance and properties necessary for consumption. After all, the phrase "minor flaw" in the document does not contain clear criteria and definitions, and therefore creates a "backlash" for manipulation by unscrupulous businesses. After all, even if a product has even a "minor flaw", it no longer corresponds to the concept of "quality goods";

2) the regulation of the delivery time to the consumer of goods purchased through a remote agreement or an agreement drawn up outside of retail or office premises raises doubts (article 19.1). If the date of delivery of the goods is not specified in the contract, the seller must deliver the products to the customer within a period not exceeding 30 days. It is likely that less conscientious business structures, referring to this norm, will delay sending goods to the consumer (Pro Zakhyst prav spozhyvachiv, 2021);

3) special requirements for e-commerce entities, marketplaces and price aggregators regarding the mandatory list of contact and other data of the seller, which must be posted on the websites of online sellers, are incomplete, and therefore insufficient. For example, there is no direct obligation for e-commerce companies to post not only the legal address, but also the actual address. This contributes to unfair business practices when it is necessary to change phone numbers. Often, a consumer who has received a low-quality product by mail cannot contact the phone number published on the site, because an unscrupulous seller "prudently" changed it. Also, the document does not contain the obligations of the State Service of Ukraine for food safety and consumer protection to "verify" the contact details of e-commerce enterprises, to verify their accuracy. The document does not provide for the obligation for online trading entities to transmit this data to the public register, which should be administered by the State Service of Ukraine for food safety and consumer protection, and for the latter-to publish "black lists" of online sellers who grossly violate the rights of consumers. Namely, this tool is one of the “safeguards " that is effectively used by national consumer protection regulators in the European Union countries (Yanovytska, 2021, p. 77);

4) Medical, Social, administrative services, housing construction, etc. are excluded from the scope of the law. At the same time, neither this draft law nor the ever-announced plans of the Government of Ukraine provide for the creation of an effective infrastructure for consumer protection in these industries. While in the EU countries,

institutional protection of consumer rights is properly ensured, which in practice are often violated in the provision of medical, social and other services.

For example, in Germany, almost every relevant ministry is responsible for protecting the economic interests and rights of consumers: Federal Ministry of transport and digital infrastructure is responsible for the rights of passengers; Federal Ministry of Finance - for the rights of consumers of financial services; Federal Ministry of Health – for the rights of patients, etc. The consumer, in case of violation of his legitimate interests, can freely apply (including online) to the department responsible for a certain area. For the most part, substantive complaints are satisfied without going to court, and those responsible for violating consumer protection are punished as they deserve (Muraviov, 2010, p. 290);

Analysing the state of development of the legislation of Ukraine on consumer protection, scientists and analysts come to the conclusion that in order to harmonize the legislation of Ukraine and the EU, lawmakers need to finalize some provisions of the draft law "on consumer protection", in particular:

a) to strengthen consumer guarantees in the context of the possibility of returning low-quality goods, when the customer will have the right to return products to the seller even with the slightest defects and get their money back;

b) to establish proportional and reasonable terms for the fulfillment of warranty obligations, refund of funds to the consumer in case of termination of the contract with the seller, delivery of goods to the consumer;

c) to specify in the updated document on consumer protection the procedure for evaluating the use of unfair commercial practices by business structures, and not to leave the formation of these rules at the discretion of the government;

d) to tighten the requirements for e-commerce entities regarding the publication of “identification " data on their websites, in particular, oblige online sellers to indicate registered or contract mobile phone numbers;

e) to implement in the draft law the cornerstone legal positions and standards of the European Union, separately, in terms of ensuring the availability of online procedures for alternative, out-of-court dispute resolution for consumers; introduce special consumer protection units in the structure of most ministries, as well as in local authorities.

Summing up the above, we can conclude that the new version of the current Law of Ukraine "On Consumer Rights Protection" is intended to help the Ukrainian government ensure proper living conditions for the population and contribute to improving the image of Ukraine as a highly developed state that guarantees the same excellent quality of goods and service in stores as in European countries. Such a new mechanism for consumer

protection, according to lawmakers, will create a comfortable and safe consumer environment for the population of Ukraine and bring the level of consumption closer to EU standards. However, there are provisions of the draft law that are still worth working on.

CONCLUSIONS AND PROPOSALS

In particular, according to the results of the study, the following conclusions were obtained.

1. It is found out that currently there is no consensus among scientists in the scientific literature on the definition of "service". It is proposed to understand a service as a legal category as a useful action or activity that is provided by the service provider to the service customer and consumed in the process of its provision, as well as being intangible in nature.

The concept of "legal services" is defined as a set of actions or activities of a specialist in the field of law aimed at meeting the needs of the legal nature of the customer of the service, which is consumed in the process of its provision and is inseparable from the person of the contractor.

2. It is proved that contracts for the provision of legal services in certain countries of the European Union combine specific features that distinguish them from other civil law contracts. The most important of these features, as established in the course of writing the work, is the fiduciary nature, that is, the personal-trusting nature of legal relations, that is, the special trust that comes from the party that has agreed to perform legally significant actions on its behalf. The position is justified that the contract for the provision of legal services mediates both ongoing and one-time legal relations, has a paid nature and establishes obligations between the parties.

3. It is determined that the fundamental act of the EU in the field of ensuring effective mechanisms for protecting the rights of consumers of Legal Services is Directive 93/13/EEC.

4. Some unfair terms of consumer contracts for legal services are analyzed in detail. It is generalized that contractual terms in the field of providing legal services can be qualified as unfair if: 1) the rights of the consumer of legal services in relation to the provider are excluded or restricted, in a situation where the provider does not fulfill its obligations in full or fulfills them in part or in an improper way; 2) the obligations of the consumer of Legal Services regarding the service are established, while the performance of the obligation by the provider is attributed to their own discretion; 3) the provider of legal services is allowed to keep the funds deposited for them by the other party of consumer relations as payment for them in a situation where the provider refuses to conclude or perform a legal services agreement, which does not provide for the consumer's

right to receive compensation from the other party, and if it was terminated or unfulfilled through no fault of the consumer.

5. Analyzing the practice of the EU Court of Justice on the protection of the rights of consumers of legal services, it is found out that one of its most important powers is to consider prejudicial requests from EU member states and carry out prejudicial proceedings for the purpose of interpreting EU law.

6. Having analyzed the indicative case C-537/13 Birutė Šiba v Arūnas Devėnas, given the judgment of the EU Court of Justice, we concluded that the contract for the provision of legal services follows the relation to consumer contracts. Accordingly, legal relations between a lawyer (advocate, law firm) are subject to the regulation of Directive 93/13/EEC, and therefore the rights of individuals who are consumers of legal services of EU member states are legally protected and have a successful judicial practice of restoration.

7. The analysis of the case C-335/21 Vicente v Delia, which is the most recent judicial practice of protecting the rights of consumers of legal services in the activities of the EU Court of Justice, once again confirmed that contractual relations between a lawyer (advocate) and a consumer can be considered consumer, since they comply with the norms of consumer contracts. In addition, the EU Court of Justice has ruled on the case law on the protection of the rights of consumers of legal services regarding the presence in the contract of provisions that mislead the consumer in accordance with Directive 2005/29/EC.

8. In general, it is proved that Ukraine is reforming consumer protection systems for goods and services in the context of the country's European integration development. One of the areas of implementation of this task is the formation of a national consumer policy. Its objectification is closely linked to the implementation of the values and norms of civil society. In the system of consumer-seller-producer relations, the problem of ensuring social justice initially arises, since its participants are not on an equal footing.

9. It is indicated that the legal regulation of issues related to compensation for property and moral damage caused as a result of defects in products, goods and services is regulated by the Constitution of Ukraine, the Civil Code of Ukraine, the Law of Ukraine "On Consumer Rights Protection", "On Advertising", "On Liability for Damages Caused by Product Defects", etc.

As for Ukrainian contractual practice, according to the agreement on the provision of legal services, the customer assigns, and the contractor undertakes to provide services on legal issues and preparation of necessary documents to the extent and on the terms stipulated in the agreement on the provision of legal services, and the customer pays a fixed

fee or periodic payments (if the agreement is long – term) in accordance with the terms of such agreement.

10. Attention is focused on the fact that today Ukraine has received the status of a candidate member of the EU. Therefore, the issues of harmonization of the national legislation of Ukraine with the requirements of the EU are very relevant in our time. This also applies to consumer protection. The main step in this issue was the development of a new version of the current Law of Ukraine "On Consumer Rights Protection" (draft law No. 6134). It is noted that to date, this draft law has already passed the first consideration by the Verkhovna Rada of Ukraine. It is proved that this draft law provides that customers in online stores should be protected no less than customers in regular offline retail outlets; it provides exemption from the court fee in all judicial instances of both consumers and public associations that protect their consumer rights; clear obligations are established for both sellers and marketplaces and price aggregators; it makes it possible to introduce a mechanism for out-of-court resolution of conflict situations between consumers and businesses in Ukraine.

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SUMMARY

Legal services and consumer protection

Oleksandr Nazarenko

The purpose of the master's thesis is to determine the theoretical and legal characteristics of consumer protection of legal services based on the analysis of the current legislation of the European Union, historical and modern scientific sources. The objectives of the master's thesis are: to clarify the content of the basic concepts of legal services as a kind of professional services and legal nature of contracts for legal services; to review the legal framework for consumer rights protection of legal services in the EU; to find out unfair terms according to legal services contract; to analyze the court practice of consumer protection in European Union legal services; to clarify the situation with consumer protection in Ukraine and to consider prospects for adaptation and harmonization of Ukrainian and European Union legislation in the direction of protecting the rights of consumers of legal services.

The methodological basis of the master's thesis consists of general scientific and special methods of cognition: dialectical, logical, method of analysis and synthesis, intersectoral method of legal research, comparative legal, formal legal, structural and functional and other approaches and methods. The master's thesis analyzes legal services and consumer protection, examines significant regulatory legal acts, doctrines and judicial practices. The master's thesis considered the concept of unfair terms under a legal services contract. The topic of the master's thesis reveals the analysis of the judicial practice of the EU Court of Justice on the protection of the rights of consumers of legal services. Thanks to a detailed analysis of the situation in Ukraine regarding the protection of the rights of consumers of legal services, it is detected that at the doctrinal level, this topic is poorly researched in the country, but now the legislation of Ukraine is going through a period of harmonization with EU law.