

Abstract

The aim of the thesis was to describe and compare relations arising from carriage of persons or articles, namely liability of contracting parties according to individual contractual types. Another goal was to compare individual principles of liability. Kinds of liability of the contracting parties ensuring carriage services by the contract type are as follows: (1) carrier –

carriage of the person (a) timeliness of carriage, (b) damage to health, (c) damage to baggage carried with the passenger, (d) damage to the article which the passenger had with him during carriage (e) damage to baggage carried separately from the passenger; (2) carrier – carriage of goods a) loss of consignment, b) destruction of consignment, c) damage to consignment, d) depreciation of consignment, e) exceeding delivery time; (3) operator; (a) incapacity of the means of transport; (b) damage caused by operation of the means of transport; (4) lessor – incapacity of the means of transport; (5) storage provider – storage and custody of articles; (6) freight forwarder – provision of carriage; (7) mandatory – informing the mandator about true fulfillment of his order. Reasons to be relieved of liability apply to all contracting parties providing carriage services. Reasons to be relieved of liability may be unprivileged (common grounds for exclusion of liability) or privileged (special legal presumption gives preference to proving a causal link between the reason for excluding liability and the damage caused). The principle of strict liability is applied to all contractual types. The limits of liability apply only to the contract of carriage of goods in the case of international road haulage, where the direct CMR legislation applies.