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ORIGINAL PAPER

The obligation to inform – an obligation of the professional carrier

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Abstract:
The modernization of the rules that govern the contract as a legal institution led to the nuance of the principles that govern this matter, imposing ideas such as: sustainable execution of the contract, contractual security, contractual solidarity, contractual effectiveness, but also numerous ethical instruments, such as good morals, good- faith, abuse of right. The obligation to inform is considered by the doctrine to be such an ethical instrument whose role is to prevent a failure in terms of the principle of maintaining the durability and effectiveness of the contract and building a contractual bond based on the active and loyal presence of the contractors. The obligation to inform has its source in one of the fundamental principles of civil law, the principle of good faith. This principle is the basis of many contractual and pre-contractual obligations, and the content of this notion is defined by jurisprudence. The Civil Code enshrines this principle in the various aspects it regulates. The fulfillment of the obligation to inform has an important impact on the one hand in the construction of the contract, on the other hand in its execution, an impact considered by the doctrine to be a systemic one and which brings a series of advantages for the contract. This principle is regulated in the Civil Code and in pre-contractual matters and it represents the legal basis that leads to a pre-contractual obligation - the pre-contractual information obligation. This obligation is all the more necessary if a professional is involved who, in the exercise of his activity, is obliged, depending on the activity he carries out, to fulfill it.

Keywords: *the obligation to inform, the principle of good faith, professional carrier, transport contract.*

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The obligation to inform in civil law. Today's economic developments in society are characterised by speed and constant change, and this dynamism is translated into the legal field through the conclusion of numerous contracts, which are being concluded more and more rapidly. This explains the phenomena that are occurring in contractual matters, which are at opposite ends of the spectrum: on the one hand, an increase in the number of contracts of adhesion when small and medium values are involved, and on the other, a gradual, often laborious and elaborate formation involving very extensive negotiations and pre-contracts when very large values are involved.

In such a dynamic context, it is necessary to prevent rather than to treat; it is better to ensure, at legislative level, that preventive measures are in place to ensure the 'health' of the consent of future contractors by means of a set of rules, rather than to end up penalising the existence of a defect in consent by annulling the contract already concluded.

In order to validly enter into an agreement, the prospective contractor must have the necessary capacity to contract, the valid consent of the parties to be legally bound, a specific and lawful object, a lawful and moral cause. Consent must, according to the legal regulations, meet certain conditions: it must emanate from a person of sound mind, it must be expressed with the intention to be legally bound, it must be expressed externally, the will must be free, the will must be conscious and free from defects. It is therefore important to point out that it is not sufficient that it emanates from a capable person, it is necessary that the person concerned has discernment. In other words, the valid existence of consent presupposes the ability of the parties to understand and represent the legal consequences arising from the legal act concluded (Baias, Chelaru, Constantinovici, Macovei, 2012: 1263).

Over time, contract rules have evolved, changed, been dynamic and in line with economic, social and political realities. In fact, there has been an exchange between the realities of practice, social realities, global policy realities and legislation, which has meant that there has been a permanent feedback of economic and social realities into the rules of contract law, with legal contractual relations taking place in this environment. All these exchanges of ideas between practice and theory have led to the formation of a general theory of law, based on principles that correspond to current values and lead to legislative changes in line with the times we live in.

One of the effects of these changes is that in the legal construction of the contract the will of the parties is better valued, and can be expressed freely, subject only to the limits imposed by the law, public order and good morals (Romanian Civil Code, art. 1169).

The modernisation of the rules governing the contract as a legal institution has led to the nuancing of the principles governing this matter, imposing ideas such as: durable performance of the contract, contractual security, contractual solidarity, contractual effectiveness, but also numerous ethical instruments, such as good morals, good faith, abuse of rights.

The obligation to inform is considered by the doctrine to be an ethical instrument whose role is to prevent a failure in terms of the principle of maintaining the durability and effectiveness of the contract and to build a contractual relationship based on the active and loyal presence of the contracting parties. (Pătulea, 2015: 56-58).

The obligation to inform is rooted in one of the fundamental principles of civil law, the principle of good faith. Although this principle is not precisely defined in the current Romanian Civil Code, it underlies many contractual and pre-contractual

obligations and the content of this concept is defined by case law. The Civil Code establishes this principle in the various aspects it regulates. Thus, in Article 14 of Chapter III - Interpretation and effects of civil law, it sets out this principle as a general rule for any natural or legal person who must respect it in any exercise of their rights and performance of their civil obligations, while establishing it as a relative legal presumption.

Another regulation of good faith is provided by Article 1170 on contract, which sets out the scope of this principle in contractual matters: it covers the pre-contractual period during which negotiations take place, the mechanism for concluding the contract and its performance.

In relation to the pre-contractual stage, the Code establishes in Article 1183 of the Civil Code the obligation of the party entering into a negotiation to respect the requirements of good faith, expressly stating that the parties may not agree in any way to limit or exclude this obligation.

This principle is therefore also reflected in the Civil Code in pre-contractual matters and is the legal basis for a pre-contractual obligation - the obligation of pre-contractual information. Doctrine considers this obligation to be implicit and legal (Pop, Popa, Vidu, 2012: 93-94). This obligation is all the more necessary where a professional is involved who, in the exercise of their activity, is obliged, depending on the activity they carry out, to fulfil it.

The fulfilment of the duty to inform has an important impact on the construction of the contract on the one hand, and on its performance on the other, an impact which is considered by the doctrine to be systemic and which translates into a series of advantages for the contract, seen as a whole.

Article 1170 of the Civil Code states that "the parties must act in good faith both when negotiating and concluding the contract and throughout its performance". Since the parties cannot waive or limit this obligation, it follows that, in the absence of other express rules, the obligation of the parties to act in good faith in matters of contract encompasses all other obligations subject to the idea of good faith, including the duty to inform. The spectrum of action of the obligation of good faith gives the spectrum of action of the duty to inform, the parties are bound by this duty both in the pre-contractual period and at the time of conclusion and then during the performance of the contract (Pop, 2017: 51). Correspondingly, the sanctions are different: failure to fulfil the information duties intended to ensure the quality of consent is sanctioned by the nullity of the contract and the incurring of tort liability, while failure to fulfil or inadequate fulfilment of the information duties intended to ensure proper performance of the contract in question entails its termination and the incurring of the contractual liability of the party owing them.

Since there is no legal regulation, it is up to the doctrine (Pop, 2017: 50) to determine the content of this duty. Thus, the general duty to inform is defined as the duty of each contracting party to bring to the knowledge of the other contracting party the data and information necessary to form and declare a free and fully valid consent to the conclusion of the contract, a conduct that must be maintained during the performance of that contract in such a way that each party obtains the contractual interest it wishes to achieve.

It is also the doctrine that rules on the legal nature of this duty and the conditions that must be met in order for it to be regarded as a duty properly fulfilled. With regard to its legal nature, the duty to inform is analysed according to the role it

plays in the formation of a valid consent to the conclusion of the contract - as a pre-contractual duty or as a contractual duty, where its role is to ensure the performance of the parties' obligations as they have been assumed by the contract.

Viewed from a different perspective, the duty to inform is an obligation of result if we refer to its role of conveying complete, clear and accurate information to the other party, and it is an obligation of diligence viewed from the perspective of how it is conveyed, in the sense of using the most appropriate ways and means of providing that information so that it reaches the other party.

The general conditions that the pre-contractual duty to inform must cumulatively fulfil are three, according to doctrine (Pop, 2017: 61-63): the information transmitted must be complete, the information transmitted must be clear and the information transmitted must be accurate. Where required by law, the duty to inform must comply with certain formal conditions.

The obligation to inform in commercial law. Legal relationships under commercial law have their own specificity in relation to those under civil law: commercial legal relationships presuppose continuity and they cannot be seen in isolation from the economic activity which generates them and whose essential feature is continuity.

The obligatory commitment of the professional, as the debtor in the exercise of a certain activity carried out within the framework of the legal relationships created, implies the presentation of the obligations which he assumes, by virtue of the law or the contract, towards the beneficiary of their service. Failure to comply with professional obligations laid down by law gives rise to liability in tort, and where a contract is concluded between a professional and a client, setting out the framework for the performance of the attributes of their specific activity, failure to comply with the obligations assumed by contract gives rise to contractual liability.

Doctrine notes that the special obligations imposed on a professional, viewed in general, can be grouped into three broad categories: obligations arising from contractual loyalty, obligations concerning loyalty to the co-contractor and obligations arising from the principle of efficiency (Luntraru, 2017: 146). Most of these obligations are based on the principle of good faith, and failure to fulfil or inadequate fulfilment of these obligations attracts the professional's civil liability in tort and, as an exception, contractual liability, if it is found that failure to fulfil these particular obligations has led to the non-fulfilment of the objective proposed in the contract. Other special obligations incumbent on the professional derive from the principle of fairness and contractual solidarity. Another category of special obligations concerns the creditor's trust and is based on the principle of good faith in the performance of the contract and the principle of the binding force of the contract.

Thus, the duty to inform must be seen in relation to the complex and specific activity of the professional and it is, on the one hand, a pre-contractual duty to inform with a direct impact on the valid consent of the parties and, on the other hand, a contractual duty to inform with an impact on the performance of the contract.

The obligation to inform in consumer law. Consumer law is the branch of law that offers the most possibilities for the legal regulation of the duty to inform. The large number of contracts concluded between professionals and consumers, the influence of European consumer law and the fact that consumer law is a new and modern branch of

law explain why the duty to inform, particularly the pre-contractual one, receives extensive legal regulation here.

In this area, there are a number of special laws which expressly regulate the professional's duty to inform in consumer contracts. In contracts between professionals and consumers, special legislation contains mandatory rules on the content of the information that the consumer must receive from the other professional and the sanctions for non-compliance by the professional. The legislation in this field also includes the limitation of liability arising from failure to provide information, the role of these rules being to protect the consumer and prevent abuse of the consumer by the professional. In other words, the aim of this legislation is to ensure a position of legal equality between parties who are not economically equal.

In contracts concluded with consumers, the duty to inform is carried out with respect to a certain formalism and it does not only refer to the elements determining the conclusion of the contract between the professional and the consumer, but also includes other aspects necessary for the consumer to have the best possible knowledge of the contractual conditions (Uță, 2015: 136-137). The fulfilment of the duty to inform must take a certain form, usually written, and must contain the data and information expressly provided for in the regulations in force at the conclusion of certain contracts (Piperea, 2019: 52). This procedure is referred to in the doctrine as "information formalism". In the case of failure to comply with special duties to inform in the sphere of consumer law, private law sanctions may also be accompanied by public law sanctions, especially in the area of administrative offences (Pop, 2017: 63-67).

The obligation to inform in transport law. In the field of transport law, the carrier has the legal status of a professional, and therefore the duty to inform must be seen from two angles: on the one hand, in relation to their professional activity, which is carried out in accordance with certain rules and which binds them outside the contract; and, on the other hand, in relation to the contracts they conclude with their clients.

At the same time, we must acknowledge that the duty to inform, in relation to the moment at which it must be made by the professional carrier at the stages of formation and conclusion of the transport contract, can be: a pre-contractual duty to inform which has a direct effect on the valid consent of the parties and a contractual duty to inform which has an effect on the performance of the contract in question.

Also, if we make an overall analysis of the carrier's duty to inform and the frequency with which it is regulated, we see that in the carriage of passengers the regulation is broader than in the carriage of goods and more detailed.

Moreover, if we look at the party who is subject to this duty, in the field of transport law, the duty to inform is not only incumbent on the carrier, but may also be incumbent on the consignor - in the case of a goods contract - and the passenger - in the case of a passenger transport contract.

From the point of view of the source, in transport law, the duty to inform may be of a legal nature - where it is expressly provided for by law - or of a conventional nature - where it is stipulated by the parties as an obligation incumbent on one of them. Moreover, the duty to inform in the field of transport law, with its various legal manifestations, is found both in ordinary law - the rules of the Romanian Civil Code reserved for transport contracts - and in the special legislation on the various types of transport.

However, regardless of the type of transport - of persons or goods, of the source - legal or conventional, of the moment in which it must be performed - pre-contractual or contractual stage, of its holder - carrier, consignor, passenger; the duty to inform has the same legal basis: the principle of good faith.

The pre-contractual obligation to inform in transport law. In the general theory of transport law, i.e. in the regulations of the Romanian Civil Code reserved to the transport contract (Romanian Civil Code, Art. 1955-2008), the pre-contractual duty to inform is not expressly stipulated. However, it can be considered as an implicit obligation because the Romanian Civil Code provides that the professional carrier is in a state of permanent offer of services to the public and is not entitled, except in cases expressly provided for by law, to refuse to perform the transport. Thus, according to Article 1958 para. 3 of the Romanian Civil Code, the carrier who offers their services to the public must transport any person who requests their services and any goods whose transport is requested, unless they have a valid reason for refusal.

The permanent offer status implies the existence of an offer from the carriers and its disclosure to the public. In practice, it represents *a duty to inform the public*, which is expressly regulated in the special laws. A broad example is the situation of liner transport, where the conditions of carriage are conditions laid down in advance by the carrier and made known to the public, and where acceptance by the passenger or consignor, as the case may be, is in practice an adhesion.

However, the special laws governing the various types of carriage often contain express provisions on the duty of pre-contractual information for the carrier. An example of this is *the duty to inform of the rail carrier* performing carriage on a liner. As a professional, the rail carrier is obliged to provide pre-contractual information, which is translated into practice by the obligation to equip passenger stations with information desks, information boards clearly displaying the train composition and the main connections between trains, and other information required by passengers. It will also display at stations, in a place visible to passengers, passenger train routes and passenger fares, announcing to passengers, via booster stations, the arrival, stopping and departure of trains from the station.

Also subject to the idea of the duty to inform are the provisions of Article 31 of Law No 38 of 2003 in the field of road transport, which require the vehicle used and accredited as a taxi to provide information on the outside, by means of signs, inscriptions, bodywork elements of a specific colour and equipment, visible from a distance, on the transport rates applied, which are necessary both for the potential customer and for the authorised control and supervisory bodies. Article 35 of the same law stipulates that the front doors of taxis must bear markings showing the distance fares (lei/km) charged during the day and at night, the models and dimensions of which shall be determined by decision of the local council or the General Council of the Municipality of Bucharest, as the case may be, so that they are visible from at least 5 metres. In addition, the vehicle used for this type of transport must have displayed inside, in a visible place, a list that can be consulted by the customer, containing the legal holder of the taxi licence and the distance, parking and starting fares, by day and by night, bearing the stamp of the town hall of the locality of licensing and a badge containing the name and photograph of the driver.

Another type of transport, which is considered similar to taxi transport, is alternative transport by car and driver.

The situation generated by the provision of alternative car and driver transport, as regulated by GEO No 49/2019, implies the existence of a group of contracts whose common purpose is to provide the passenger with a car from the place of embarkation to the place of destination. The contracts combined to achieve this objective are: *a membership contract* concluded between the alternative transport operator/driver and the operator of the digital platform, confirming the fulfilment of all requirements and acceptance of all contractual terms and conditions displayed on the digital platform; *a contract concluded by electronic means, an intermediation contract* (Pop, Popa, Vidu, 2012: 558-560) between the customer and the digital platform - a computer application for the intermediation of alternative transport that meets the conditions laid down by law by which registered users, by means of a mobile electronic communications device and *an alternative transport contract* concluded, by means of the digital platform, between a passenger and an alternative transport operator each time a journey is contracted by a passenger, providing the terms and conditions under which the journey will be carried out at the request of the passenger.

What distinguishes this contract of carriage from a "classic" contract of carriage, making it an *alternative*, is the way in which it is concluded. Thus, according to Article 27(h) of GEO No 49/2019, the alternative transport operator is obliged to carry out alternative transport only through a digital platform with a valid technical approval issued by the Ministry of Communications and Information Society.

Carrying out alternative transport activity involves the conclusion of several contracts with a common objective, and one of these contracts is the alternative transport contract. An analysis of this contract shows that its parties are: the passenger and the alternative transport operator. However, the spectrum of those involved in the performance of the car and driver operation is wider. We can therefore conclude that, in carrying out this activity, we are dealing with the parties to the contract on the one hand and the participants in the alternative transport activity on the other. The parties are *the passenger* and *the alternative transport operator*, and the participants are *the passenger, the alternative transport operator* and *the digital platform.*

In this complex legal situation, the duty to inform has several facets. On the one hand, it concerns *the obligation of the carrier to use only vehicles registered on the digital platform and which have the alternative transport badge visibly displayed in accordance with the legal regulation*. In traffic, while carrying out alternative transport journeys, vehicles registered on the digital platform are required to have the alternative transport badge visibly displayed on the front and rear of the vehicle. Basically, it is the carrier's duty to inform customers that they are performing alternative transport.

On the other hand, the special law expressly provides that the operator of the alternative transport has *the duty to inform the operator of the digital platform of any change in the data provided to it for the purpose of carrying out the alternative transport within 48 hours of the occurrence of those changes*.

The digital platform is a computer application set up under the law to mediate alternative transport whereby registered users, by means of a mobile electronic communications device, conclude an alternative transport contract for this purpose.

According to the law, the platform has a number of specific obligations towards the customer, one of which is *the duty to fully inform all users when registering on the digital platform about the terms and conditions of operation of the digital platform, their rights and obligations related to the use of the digital platform, about the processing of their personal data*. At the same time, the terms and conditions relating to the operation

of the digital platform must be easily accessible to users via the digital platform and the operator must only allow those who have expressly agreed to these terms and conditions to become users of the digital platform.

Contractual obligation to inform in transport law. In general theory, i.e. in the regulations of the Romanian Civil Code concerning the contract of carriage, the contractual duty to inform is regulated in several areas concerning the performance of the contract of carriage.

Thus, according to Articles 1970-1975 of the Civil Code, the consignor has the right to suspend the carriage and to demand the return of the goods transported or their delivery to a person other than the one indicated in the transport document or to dispose of them as they see fit, but is obliged to pay the carrier the costs and damages which are the immediate consequence of this counter-order. The legal act by which the consignor unilaterally modifies the contract of carriage is therefore called a counter-order.

The consignor may give a counter-order in two cases: when they wish, without giving reasons - with certain legal consequences (Romanian Civil Code, Article 1970, paragraph 1) and in the event of impediment to carriage - with other legal consequences.

As a rule, the sender is the holder of the right of subsequent disposition. As an exception, this right may also belong to the consignee . According to Article 1974 of the Civil Code, the consignor's right to modify the contract of carriage is extinguished as soon as the consignee has expressed their wish to enforce their rights under the contract of carriage or as soon as the consignor has delivered the duplicate of the transport document to the consignee. From that moment, the right to modify the contract of carriage by subsequent disposition shall pass to the consignee.

In the case of an impediment to carriage, including cases where the facts which led to the impediment of carriage are attributable to the carrier, according to the current regulations, there are two possible situations: relative impediment to carriage, in which case continuation of carriage and arrival at destination is possible, but with a change of the route and time originally agreed, and absolute impediment to carriage, if there is no other route or if, for other reasons, continuation of carriage is no longer possible.

In case of relative impediment to carriage, the carrier is entitled to ask the consignor for instructions and, in the absence of a reply from the consignor, to carry the goods to their destination by altering the route.

In such a case, unless the carrier is at fault, they shall be entitled to the carriage charge, ancillary charges and expenses, on the route actually taken, and to have the time of performance of the carriage varied accordingly.

In case of absolute impediment, the carrier shall proceed in accordance with the instructions given by the consignor in the transport document in case of impediment to carriage, if such instructions exist. If there are no instructions in the transport document, or if the instructions cannot be carried out, the impediment shall be brought to the attention of the consignor without delay, with instructions being requested.

In this case, the Civil Code governs only the situation of the sender notified of the occurrence of the impediment, giving them the possibility to terminate the contract. The carrier will in this case be entitled only to the costs incurred by them and the price of the carriage in accordance with the journey made.

If the consignor does not respond to the carrier's notification, the provisions of Article 1972 of the Civil Code shall apply, which establish a procedure: if within 5 days of sending the notification, the consignor does not give instructions that can be carried out and does not notify the carrier of the termination of the contract, the carrier may:

keep the goods in storage, store the goods with a third party, recover the goods if storage is not possible or the goods may be altered or damaged or their value cannot cover the carriage price, ancillary charges and expenses.

If the goods have been sold, the price, after deduction of the carrier's monetary rights, must be made available to the consignor, and if the price is less than the carrier's monetary rights, the consignor must pay the difference.

According to the legal regulations, if the impediment to carriage has ceased before the arrival of the consignor's instructions, the goods are forwarded to their destination without waiting for these instructions, the consignor being notified of this without delay. The Civil Code uses the concept of *notice*, which is in fact *a contractual duty on the carrier to inform* if the ground for impeding carriage has ceased before the arrival of the consignor's instructions.

Granting the consignor the right to modify the contract creates the obligation on the carrier to perform it. Performance shall be in accordance with Article 1970 of the Civil Code and the carrier's failure to perform this obligation or performance under other conditions shall render him liable for damages caused by the performance of the contract in breach of the provisions of Article 1970 of the Civil Code.

The carrier may refuse to perform the subsequent provision in the following situations: if the performance of the provision would be likely to seriously disturb the smooth running of the operation; if, in the event of a change of destination, the increase in charges and expenses would not be guaranteed by the value of the goods or otherwise; if, on receipt of the provision, its performance is no longer possible.

In this context, the carrier is under an obligation to notify the consignor or consignee - *the carrier's contractual obligation to inform* - as the case may be, of the refusal to perform the counter-order.

Also in general theory, related to the spectrum of obligations that the carrier has at destination, the Romanian Civil Code provides two main obligations for the carrier: *the obligation to inform the consignee* and the duty to deliver the goods.

Article 1976 of the Civil Code provides that the carrier is obliged to make the goods transported available to the consignee or holder of the registered transport document or made out to bearer at the place and within the time specified in the contract or, failing that, in accordance with established practice between the parties or customary practice.

In practical terms, these obligations are translated into several services to be performed by the carrier: informing the consignee, identifying the consignee, which will be done according to the nature of the transport document, i.e. according to whether the transport document is made out in the name of the consignee, registered or made out to bearer, and delivering the goods to the consignee.

Informing the consignee is legally equivalent to the moment when the consignee is put in default of collecting the goods.

The carrier shall inform the consignee of the arrival of the goods and of the time limit for taking delivery of the goods if delivery is not made at the consignee's home or place of business. Therefore, the duty to inform will no longer be incumbent on the carrier if the parties have agreed that delivery will take place at the consignee's home or place of business.

The duty to provide contractual information is, as it should be, also incumbent on the carrier's co-contractor, i.e. the consignor. The Romanian Civil Code also expressly regulates their obligations, especially when they concern the goods to be

transported. Thus, within the range of the consignor's obligations regulated by the Civil Code, in relation to the point of departure, we also find: the consignor's obligation to draw up and hand over the transport document and the consignor's duty to inform the carrier of the dangerous nature of the goods to be transported.

With regard to the drawing up of the transport document, there is no express provision in the Code which establishes, in a separate text exclusively reserved for this legal issue, that the obligation to draw up the transport document lies with the consignor.

However, it is clear from all the rules that the obligation rests with the consignor. The consignor is therefore responsible for handing over the transport document to the carrier and for any defective preparation, whether in the form of omissions, incompleteness or inaccuracy of the statements in the transport document.

With regard to liability for improper completion of the transport document resulting in damage, the solution and liability mechanism established in this area are maintained: the consignor is liable to the carrier for damage caused directly to the carrier, and the carrier remains liable to third parties, if they have also suffered damage, with a right of claim against the consignor.

In fact, the consignor's liability for omissions, insufficiency or inaccuracy of the statements in the transport document translates into their *contractual duty to fully inform the carrier of the true nature of the goods brought for carriage*, including the inherent defect of the goods. The handing over of the goods for carriage is a matter relating to the performance of the contract of carriage and not to its creation.

Another obligation which is expressly regulated is the *duty of the consignor to inform the carrier of the dangerous nature of the goods to be carried*. This duty is regulated by the provisions of Article 1996 of the Civil Code, which is supplemented by the provisions of Article 1997 concerning liability in this matter. Thus, according to these regulations, the consignor who delivers dangerous goods for carriage is obliged to inform the carrier. If they fail to do so, they will indemnify the carrier for any damage caused by the dangerous nature of the goods.

Liability is extended to the entire carriage, i.e. also for damage caused by the dangerous nature of the goods during the performance of operations connected with the carriage. In this respect, the legal regulation establishes that the consignor shall also cover the costs and risks arising from the storage of such goods.

With regard to the liability of the consignor for the damage caused, the liability mechanism established by the Code is maintained for situations where the damage is caused by the actions of persons other than the carrier: the consignor is liable to the carrier for damage caused directly to the carrier, and the carrier remains liable to third parties, if they have also been damaged, with a right right to claim against the consignor. Specifically, the consignor will indemnify the carrier for any damage caused by the nature or vice of the goods handed over for carriage, and the carrier remains liable to third parties for the damage thus caused, with a right to claim against the consignor (Romanian Civil Code, art. 1997).

The special laws on transport law regulate in many cases the carrier's contractual duty to inform their co-contractor - the consignor or the passenger, as the case may be.

Thus, in the field of air transport, *the air carrier's duty to inform passengers of their rights is regulated* (Regulation 261/2004 of the European Parliament and of the Council, 2004: Art. 14 and Art. 15). The air carrier is obliged to display a legible notice in the passenger check-in area, consisting of the following text printed in clear

characters: 'in the event of denied boarding or if your flight is cancelled or delayed for at least two hours, ask at the check-in counter or boarding gate for the text stating your rights, in particular with regard to compensation and assistance'.

At the same time, an air carrier which refuses boarding or cancels a flight is obliged to give the passenger concerned a written notice setting out the rules on compensation and assistance. The air carrier must also provide passengers affected by a delay of at least two hours with such written notice.

If the passenger is not properly informed of their rights and they accept less compensation than that provided for in the Regulation, the passenger still has the right to initiate the necessary proceedings before the competent courts to obtain additional compensation.

Thus, the carrier's duty is linked to the passenger's right to information, which implies, on the one hand, a general right to information and, on the other, the right to information in certain situations specifically arising from air transport.

With regard to the general right to information, Article 14 para. 1 of Regulation 261/2004 provides that the text of a notice must be displayed in the passenger check-in area in such a way as to be clearly visible to passengers. This notice must be displayed on paper or electronically and in as many relevant languages as possible. It must also be displayed not only in the passenger check-in area of the airport but also at airport newspaper stands and online.

If an air carrier provides passengers with incorrect, misleading or partial information about their rights, either individually or generally through media advertisements or publications on its website, this should be considered as a breach of the Regulation.

The object of Regulation no. 261/2004 of the European Parliament is precisely to establish the conditions under which air passengers can exercise their minimum rights when: they are denied boarding against their will, when their flight is cancelled or when their flight is delayed.

According to the Regulation, the passenger's main rights in the above-mentioned situations are: the right to compensation, the right to reimbursement or re-routing and the right to service.

In summary. The presentation of the obligations to inform in the field of transport law is illustrative and not exhaustive. The spectrum of these duties is wider in this field, but the analysis has involved presenting the duties as they are regulated in the common law of this area and some examples from the special laws on the various types of transport: rail, road and air.

Furthermore, the analysis of the special laws was made from the subject of passenger transport because the regulation in the general theory concerning passenger transport is a reduced one, focused only on two aspects of the contract of carriage of persons and luggage: the obligations of the parties and the liability of the transport operator for the passenger's person and for luggage and other goods (Cotuțiu, 2015: 203). This regulation is considered perfectible, both in terms of the aspects that it must cover and their content.

Future legislative approaches should focus more on the spectrum of the carrier's obligations as a general rule; the legislator could also regulate other obligations of the carrier - including the pre-contractual duty to inform.

At the same time, the legal regime of passenger obligations in the current general rules is limited in the sense that, according to the provisions of Art. 2003 para. 2 of the Civil Code, during carriage, the passenger is only obliged to obey the measures taken by the carrier's representatives in accordance with the legal provisions. We note that one of the main obligations of the passenger, namely that of paying the carriage charge, is missing from the regulation. Another obligation which may benefit from regulation is the pre-contractual duty of the passenger to inform the carrier of his state of health, which may, in certain circumstances, be a valid reason for refusing carriage. In the context of recent years and under the impact of the pandemic that society has been facing, the question of such regulations has arisen, which require careful legislation, but in line with fundamental human rights and freedoms.

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