THE LIABILITY OF LEGAL ENTITIES AND INDIVIDUALS PARTICIPATING IN A SECURITY AGREEMENT

Olim Umbetov
Independent Researcher, Public Security
University of the Republic of Uzbekistan
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Abstract: This article provides a comprehensive overview of the general grounds for the liability of legal entities and individuals participating in a security agreement, as well as the specific features of the client's and the contractor's liability.

Keywords: security agreement, damages, penalty, client, security service, non-departmental security service.

A comprehensive analysis of a security agreement necessitates an examination of the liability of the customer and the contractor in cases of non-fulfillment or improper fulfillment of the obligations arising from it. The concept of civil liability, its essence, and its enforcement mechanism have been pressing topics that have sparked scholarly debate and discussion among legal experts for many years.

To this day, a single, universally recognized approach to the concept of legal liability has not been established among civil law scholars.

Without dwelling on all aspects of these scholarly debates, it is appropriate within the scope of this research to adopt the definition of civil liability given by O.S. Ioffe as a basis. According to him: "civil liability is a sanction applied for an offense, which entails negative consequences for the offender, and such consequences are expressed in the deprivation of subjective civil rights or the imposition of new or additional civil obligations"[1].

According to this approach, civil liability arises only when an offense has been committed. In this instance, the state responds to the violation of the legal order by applying sanctions. This means that an additional legal obligation is imposed on the offender, or certain property is seized from them without compensation.

In contractual relations, including within the framework of a security agreement, an offense most often manifests as a complete failure to perform an obligation or its improper performance. The penalty applied as a consequence of the breach of obligation is expressed through the application of property liability measures against the culpable debtor.

At the same time, when resolving the issue of holding one of the parties to the obligation liable, the existence of the necessary conditions for the emergence of civil liability must be established.

In civil law doctrine, the existence of four main conditions for liability to arise is traditionally recognized. These are: an unlawful act, fault, damages incurred, and a causal link between the unlawful act and the resulting damages. Below, we will analyze each of these conditions separately from the perspective of the liability of the parties to a security agreement.

It should be noted that this section primarily analyzes issues of liability in security agreements aimed at protecting property and maintaining public order.

In practice, breaches of obligations arising from security agreements concluded by individuals are relatively rare. The main reason for this is that the primary function of such agreements is to prevent offenses, meaning they are preventive in nature. They are concluded

[1] Иоффе О.С. Общее учение об обязательствах // Иоффе О.С. Избранные труды: В 4 т. Т. III. Обязательственное право. — СПб.: Изд-во «Юридический центр Пресс», 2004. - С. 206-207.

for the purpose of ensuring greater stability in legal relations and implementing preventive measures to protect property and public order.

Additionally, the scope and obligations of contracts concluded by individuals are limited, and the legal and financial consequences that may arise from their breach are relatively minor and typically individual in nature. Therefore, in the practice of these contracts, mechanisms aimed at ensuring the preventive function and stability of security services are of particular importance.

Furthermore, the analysis of a contractor's liability in cases of improper fulfillment of obligations related to protecting an individual's life and health is deeply intertwined with the field of civil procedural law. This connection exists because such violations are not limited to a breach of the security contract's terms but also necessitate the application of legal measures and the restoration of claims through the court. For this reason, the liability of a contractor in the sphere of life and health protection must be studied as a separate and independent subject of research.

In accordance with Article 236 of the Civil Code of the Republic of Uzbekistan, obligations must be duly performed in accordance with the terms of the obligation and legislative requirements, and in the absence of such terms and requirements, in accordance with business customs or other generally accepted requirements[2]. Therefore, in the event of a breach of security obligation, the illegality of such a breach is, as a rule, presumed and usually does not require separate proof by the creditor. However, current judicial practice shows that cases of refusal to satisfy claims are often associated with the plaintiff's failure to provide evidence that the security organization has not fulfilled the obligation at all or has not fulfilled it properly. In particular, the Chirchik Inter-District Economic Court rejected the claim filed by the individual entrepreneur against the defendant - the "Chirchik City Security Department" for damages. The court justified such a decision by the fact that the fact of untimely or improper notification of the fire service about the fire that occurred at the protected facility by security personnel was not proven[3].

In the process of concluding security agreements, the parties, as a rule, separately agree on the grounds on which the liability of the executor, i.e., the security organization, arises. This circumstance allowed some authors to draw the following conclusion: "The peculiarity of the responsibility of non-departmental security units is manifested in the fact that they are liable not for all losses caused as a result of improper performance of the contract, but only for losses caused in certain ways"[4]. In particular, according to O.Yu. Ruchkin, such losses include theft committed by destroying buildings, locks, locking devices, doors and windows, display cases and barriers at protected facilities; circumstances arising from improper security provision or non-compliance with the established procedure for importing or exporting goods and materials at the facility by non-departmental security; as well as theft committed through looting or robbery; cases of destruction or damage to property due to the fault of non-departmental security personnel who illegally entered the protected facility or for other reasons[5].

In our view, the grounds for such liability stipulated in the contract, first of all, reflect the specifics of the obligation arising for security. These grounds clarify the content of the obligation, in particular, confirming the nature of the security service aimed at protecting it

[2] https://lex.uz/docs/111189#154342

[3] Чирчиқ туманлараро Иқтисодий судининг 11-3041-1563/7824-сонли иш юзасидан 2023 йил 23 февралдаги Қарори.

[4] Қаранг: Абрамов В.А. Правовые и организационные основы деятельности вневедомственной охраны при органах внутренних дел: Дисс. ... к. ю. н .-М .,2001. -С. 87.; Ручкин О.Ю. Организационно-правовые аспекты участия органов внутренних дел Российской Федерации в договорных обязательствах: Дисс. ... к. ю. н.-М ., 1997. –С.148.

[5] Ручкин О.Ю. Организационно-правовые аспекты участия органов внутренних дел Российской Федерации в договорных обязательствах: Дисс. ... к. ю. н.-М ., 1997. –С. 148.

from external threats, that is, it is aimed only at protecting the object accepted for protection from third-party encroachment. At the same time, such grounds may not be specified in the contract at all. In any case, liability arises only in the presence of non-performance or improper performance of security duties. How such non-performance or improper performance manifests itself depends on the specifics of the subject of the contract, the content of the contract, and the specifics of the security service provided.

Based on this, we believe that a specific method of causing harm is not decisive in determining the contractor's liability under the security agreement. The main condition is that the resulting damage must be causally related to the non-performance or improper performance by the security organization of its obligations under the contract. Of course, if the damage resulted from the destruction or damage of the property due to reasons related to its natural, objective characteristics, the contractor under the protection agreement is not liable. This is because their responsibilities are limited to external protection, that is, protecting the object from external dangers.

The second important condition for holding parties liable in cases of violation of obligations related to the provision of security services is the presence of guilt. In accordance with part 1 of Article 333 of the Civil Code of the Republic of Uzbekistan, the debtor is liable for non-performance or improper performance of an obligation in the presence of fault, unless otherwise provided by law or contract[6]. Consequently, as a general rule of civil liability, liability for an offense is linked to the presence of guilt. At the same time, the debtor is recognized as innocent if he proves that he has taken all measures dependent on him to properly fulfill the obligation[7].

For example, under a contract for the protection of transported goods, "if it is proven that employees of a security organization that is not subordinate to the agency took all measures to repel the attack, including the use of weapons and other special means"[8], detained offenders or took all necessary measures to detain them.

Nevertheless, there are a number of exceptions to this rule: firstly, it has a dispositive nature and can be changed by the parties; secondly, according to part 3 of Article 333 of the Civil Code of the Republic of Uzbekistan, "Unless otherwise provided by law or contract, a person who has not fulfilled or improperly fulfilled an obligation in carrying out entrepreneurial activity is liable if they cannot prove that the proper fulfillment of the obligation was impossible due to force majeure, i.e., extraordinary and unavoidable circumstances (force majeure) under certain conditions"[9].

The possibility of deviating from the principle of responsibility for guilt is actively practiced by the parties in the process of concluding security agreements. In particular, security organizations, as a rule, specify in contracts that their liability arises only in the presence of guilt. As noted in the scientific literature, in practice, the parties participating in contractual relations for the provision of security services, even at the stage of agreeing on the terms of the contract, specially stipulate that the presence of guilt is mandatory for the application of measures of civil liability to the person who violated the obligation[10]. However, there is no particular need for such a rule in the activities of state security organizations. On this issue, one can agree with the opinion of V.V. Abramov, who, noting that the civil liability of state security services has its own peculiarities, notes that such liability arises in cases of improper attitude

[6] https://lex.uz/docs/111189#155348
[7] https://lex.uz/docs/111189#155348
[8] Ручкин О.Ю. Организационно-правовые аспекты участия органов внутренних дел Российской Федерации в договорных обязательствах: Дисс. ... к. ю. н.-М ., 1997. –С. 151-152.
[9] https://lex.uz/docs/111189#155348
[10] Горовенко В.В. Гражданско-правовое регулирование частной детективной и охранной деятельности. Дисс. ... к.ю.н. - Екатеринбург, 2002. -С. 159.

of security service employees to their official duties to ensure the safety of the owner's property, that is, when material damage is caused as a result of their culpable actions[11].

The condition of bringing to responsibility only in the presence of guilt applies not only to the contractor, but also to the customer. This circumstance has been confirmed in judicial practice. In particular, in one of the cases, the Judicial Collegium for Economic Cases of the Tashkent City Court cancelled and refused to satisfy the part of the calculation of penalties and interest for the use of funds of another person for late payment for the security service of the decision of the lower court instance. The board justified its decision on the following grounds: The customer under the security agreement was the Chilanzar District State Tax Inspectorate. Due to insufficient funding, this tax authority was unable to timely pay for security services. At the same time, the case materials contained official appeals from the tax inspectorate to higher tax authorities regarding the allocation of necessary funds. Based on these circumstances, the court concluded that the customer took all necessary measures to fulfill their obligations. Consequently, he was found not guilty under part 1 of Article 333 of the Civil Code of the Republic of Uzbekistan, which is a sufficient legal basis for exemption from the application of a penalty. Also, the Board, guided by part 1 of Article 327 of the Civil Code of the Republic of Uzbekistan, noted that the illegal withholding of funds of other persons, refusal to return them, other deferral of their payment, or their use as a result of unjustified receipt or accumulation at the expense of another person are applied in cases of their actual use. In this case, the defendant did not have the opportunity to use the necessary funds due to the fact that he did not receive them from the budget. Therefore, it was recognized that the fact of using another person's funds, which is an important element necessary for the application of liability under part 1 of Article 327 of the Civil Code of the Republic of Uzbekistan, does not exist, and as a result, the claim for the recovery of interest was also rejected[12].

The third condition for bringing the parties to liability under the obligation under consideration is the presence of damage. Within the framework of the protection agreement, damage, as a rule, manifests itself in material form.

In accordance with part 2 of Article 14 of the Civil Code of the Republic of Uzbekistan, damage is understood as expenses incurred or to be incurred by a person whose right has been violated to restore his violated right, loss or damage to his property (actual damage), as well as income that this person could have received under normal conditions of civil circulation, but could not have received (lost profit), if his rights had not been violated[13]. In accordance with part 3 of Article 14 of the Civil Code of the Republic of Uzbekistan, if the person who violated the right received income as a result of this, the person whose right was violated, along with other losses, has the right to demand compensation for lost profits in an amount not less than such income[14].

In civil law, the principle of full compensation for damages applies. However, according to part 1 of Article 14 of the Civil Code of the Republic of Uzbekistan, the right of a person whose right has been violated to demand full compensation for the damage caused is dispositive. Therefore, a deviation from this rule, i.e., a reduction in the amount of compensated damages, is permitted by law or contract. This legal possibility is practically always used by the parties to the security agreement. In particular, they exclude lost profits, limiting the contractor's liability only to real damage, i.e., compensation for losses associated with the loss or damage to the protected property.

[11] Абрамов В.А. Правовые и организационные основы деятельности вневедомственной охраны при органах внутренних дел: Дисс. ... к. ю. н .-М .,2001. -С. 88.
[12] Қаранг: Тошкент шаҳар суди Иқтисодий ишлар буйича судлов Ҳайъати апелляция истанциясининг 7-1108-4103/3230-сонли иш юзасидан 2020 йил 29 майдаги Қарори.
[13] https://lex.uz/docs/111189#150438
[14] https://lex.uz/docs/111189#150438

For example, in case of improper fulfillment of obligations under the contract for the protection of transported goods, the liability of the security organization is limited to real damage, which consists of the following components: the value of property that was under protection and stolen or destroyed as a result of a criminal offense; fall below the value of material assets damaged as a result of the offense; expenses incurred in order to restore damaged property[15].

The contractor, as a rule, is responsible only for the loss or damage to the protected property, and in some cases, the amount of their liability may be limited. This procedure is especially widely used in contracts for the protection of facilities where technical security means are installed, as well as in contracts for the protection of transported goods. This is due to the fact that, unlike other security agreements, this type of agreement is concluded without a preliminary inspection or detailed inventory of the property transferred for protection. The value of property located in a protected building (for example, an apartment) or transported goods is assessed directly by the customer, and the amount of this assessment is reflected in the contract. If, during the period of security, theft of property from the protected object is discovered, or if the property is stolen or damaged during transportation, the contractor's liability is limited to the value of the property specified in the contract.

It is also necessary to dwell on the issue of the responsibility of the security organization in cases of damage to protected property. In particular, G.P.Chub emphasizes that the methods used in apartment security cannot completely prevent unauthorized persons from entering the facility. Therefore, damage caused to property by third parties cannot be automatically attributed to the security service. In the author's opinion, security alarms mainly perform the function of reporting an attack on a protected object. This allows for the timely detection and apprehension of individuals who have illegally entered the facility and prevents the theft of material assets. The prompt identification of unauthorized persons allows the owner or tenant of the apartment to file a lawsuit against the person who directly caused the damage, if the damage was caused to the apartment or the property located in it[16].

It is difficult to agree with these conclusions put forward by the author. Because, by concluding a security agreement, the customer intends to satisfy their need to ensure the safety and protection of the property entrusted to security. This need is ultimately connected with the desire to protect property from any unlawful encroachments. If the author's approach is adopted, an unfair situation arises in practice: if individuals entering the protected facility are apprehended by security personnel, the client will have the opportunity to restore their property rights. However, in cases where the criminals are not apprehended, the client is de facto deprived of this opportunity. Considering the low level of crime detection, we believe it is advisable to disregard the possibility of identifying offenders as a result of the investigation. Moreover, if the violator is not detained by the security organization, this means that the performer has not duly fulfilled their duty to provide security. In this situation, it is more just and legally justified to assign the consequences of such non-performance of the contractual obligation not to the customer, but to the guilty party - the security organization, which is the contractor under the contract.

Based on the foregoing, in our opinion, even if the protection of the object is carried out only through technical means of protection, the perpetrator should be liable for damage or damage to property caused by persons who illegally entered the protected object. In this case, as an exception, it is possible to indicate only cases of damage to the structural elements that

[15] Ручкин О.Ю. Организационно-правовые аспекты участия органов внутренних дел Российской Федерации в договорных обязательствах: Дисс. ... к. ю. н.-М ., 1997. –С. 152-153.
[16] Чуб Г. П. Договор об охране квартир вневедомственной охраной. Лекция. М.: МВШМ МВД СССР, 1973. С. 13-14.

directly caused the activation of the alarm - for example, doors, windows, locks, etc[17]. At the same time, of course, based on the principle of freedom of contract, it is legally correct and lawful for the parties to limit such liability of the security organization by including a special condition in the text of the contract.

In the scientific literature, there is also a view that liability under the security agreement is limited in nature. In particular, O.Yu. Ruchkin noted that the civil liability of non-departmental security services is limited, and such restrictions are reflected in standard contracts and special conditions of liability[18]. The author believes that this circumstance does not contradict the current civil legislation (in particular, the provisions of Article 332 of the Civil Code of the Republic of Uzbekistan). This opinion is also supported by V.I. Smirnov[19].

However, in our opinion, it is incorrect to interpret the contractor's liability under the security agreement as "limited liability" in this way. Indeed, Article 332 of the Civil Code of the Republic of Uzbekistan provides for the possibility of limiting the amount of liability for certain types of obligations or certain types of activities. However, this restriction can be applied only in cases directly stipulated by law. Consequently, limitation of liability should be carried out not on the basis of a standard contract or agreement of the parties, but only on the basis of a legal norm.

Currently, neither at the legislative level nor within the framework of subordinate regulatory legal acts, there are provisions providing for a special limitation of liability under a security agreement. Also, standard contracts used in practice cannot be considered legally binding, since they are not a normative source defining rights and obligations, but serve only as a standard form or a recommendatory formulary. However, this circumstance does not exclude the possibility for the parties to the contract, based on their agreement, to determine or, to a certain extent, limit the amount of liability. Such a restriction is based not on Article 332 of the Civil Code of the Republic of Uzbekistan, but on the provisions of Article 14 of the Civil Code of the Republic of Uzbekistan, which provides for the possibility of deviating from the principle of full compensation established as a general rule in civil law.

The fourth important condition for bringing the parties to the obligation to civil liability arising from security relations is the presence of a causal link between the non-performance or improper performance of the obligation and the damage caused. In this regard, the issue of determining the causal relationship is of particular importance. Because, if it is not proven that the occurrence of damage is the result of the actions (or inaction) of the parties to the contract that violated the obligation, then holding them liable is legally unjustified.

In practice, it is usually not difficult to establish a causal link between the damage caused and the activities of the security organization. However, in some cases, it is necessary to recognize the absence of such a connection. Specifically, if the theft occurred when the protected object was not officially handed over for protection through a signaling device connected to the security control panel, it is considered that there is no causal link between the actions of the security organization and the damage caused. Furthermore, even if the object is entrusted with security, the causal link is denied if the perpetrators enter through places where the client refuses to install security alarms (e.g., unequipped windows). At the same time, if the damage caused by the customer is caused by non-compliance with fire safety rules, especially due to improper use of electrical equipment, then even in such cases, it cannot be considered that there is a causal link between the violation of the obligation by the security organization

[17] Смирнов В.И. Договоры об охране собственности граждан и юридических лиц с участием вневедомственной охраны при органах внутренних дел: Дисс. ... к. ю. н. - СПб., 2001. -С. 139-140.
[18] Ручкин О.Ю. Организационно-правовые аспекты участия органов внутренних дел Российской Федерации в договорных обязательствах: Дисс. ... к. ю. н.-М ., 1997. – С. 147-148.
[19] Смирнов В.И. Договоры об охране собственности граждан и юридических лиц с участием вневедомственной охраны при органах внутренних дел: Дисс. ... к. ю. н. - СПб., 2001. -С. 145-146.

and the damage. Because such damage is not the result of a deliberate criminal act, but a consequence of the customer's own actions or negligence.

Thus, for subjects of security obligations, civil liability, as a general rule, is usually applied when all four conditions of liability are present. However, in some cases, this liability may arise regardless of the absence of some of them. For example, in liability in the form of payment of a fine for late payment for security services, it is sufficient to have only one condition, namely, illegality. In this case, customers engaged in entrepreneurial activity may be held liable.

It is also necessary to talk about the procedure for holding security organizations accountable for non-performance or improper performance of security duties. In many cases, if security agencies perform their duties illegally, they voluntarily compensate for the damage caused. For this reason, judicial practice involving security agencies is relatively rare. This is influenced by a number of aspects, including the simple proof of the conditions necessary for bringing to civil liability. According to the well-founded opinion of M.I. Braginsky, "in the event of a dispute, the burden of proving the composition of the property taken under protection rests with the person who entrusted the property to security"[20].

At the same time, security agreements usually contain relevant norms that detail the procedure for compensation for damages. As V.A.Abramov notes, "the fact of theft and the entry of illegal persons into the protected object is established by the investigative bodies, during the investigation, by making a corresponding decision, or by a court decision, that is, it serves as a means of proof in cases of compensation for damage caused by the security organization"[21]. Furthermore, the absence of necessary evidence of theft or illegal access to a protected facility is grounds for dismissing the claim. For example, the Samarkand City Economic Court rejected the claim filed by "Stroy Mir" LLC against the Samarkand City Security Service. As the court noted, to recover damages, the plaintiff must prove the violation of his rights, the connection between the non-performance or improper performance of the assigned obligation and the damage caused, and the amount of the damage. However, the case materials do not contain evidence of the defendant's failure to comply with the plaintiff's duties and obligations to protect the object. Also, the violation of obligations for the provision of security services on a contractual basis has not been proven. The fact of shortages identified during the inventory process with the participation of employees of "Stroy Mir" LLC, in itself, does not prove the theft and does not confirm the defendant's obligation to compensate the plaintiff for the value of this lost property, even if the amount of this loss is indicated in the act[22].

In many cases, security agreements stipulate the following rules in the property protection agreement: cases such as theft, embezzlement, intentional destruction or damage to property, as well as access to the protected object by illegal persons or other damages caused by the fault of security service providers are determined by investigative bodies, inspection, or court. At the same time, for the plaintiff to compensate for losses caused by the perpetrator's fault, the plaintiff, as a rule, submits decisions of the investigative bodies or the court. This once again confirms that the main purpose of the security obligation is to protect the protected object from illegal encroachments. As a rule, the contract also stipulates that the amount of damage must be confirmed by relevant documents and valuation calculations for theft, destruction, or damage to the property. This process requires the performer's participation and comparison with accounting data. If the protected object is private property (for example, an apartment or flat), its value is usually calculated based on retail prices in effect on the date of signing the contract. Also, according to the rule established by the contract, the value of the returned

[20] Брагинский М. И., Витрянский В. В. Договорное право. Книга третья: Договоры о выполнении работ и оказании услуг. – М.: «Статут», 2023. С. 728.

[21] Абрамов В. А. Правовые и организационные основы деятельности вневедомственной охраны при органах внутренних дел: Дисс. ... к. ю. н .-М .,2001. - С. 88.

[22] Самарқанд шаҳар иқтисодий судининг 102-5024-1023/6285-сонли иш юзасидан 2024 йил 17 июлдаги Қарори.

property is deducted from the total claim amount, and the amount previously paid for this property is returned to the executor.

If part of the returned property is not in full or in good condition, an act is drawn up with the participation of both parties and authorized persons, and the ratio of the useful part (value) of these valuables is determined. In this case, the executor compensates the claimant for the damage in the amount of the reduced value of the property. At the same time, there is an alternative option: if the executor has detained persons who have committed an offense against protected property, the security organization may be released from liability. In this case, all property claims are directed by the plaintiff directly to the offending person.

It should be especially noted that, in addition to the rules of general liability for breach of obligations, the norms of Chapter 38 of the Civil Code of the Republic of Uzbekistan also apply to the relations of the parties within the framework of the security agreement. Although this chapter contains a special norm reflecting the specifics of liability for the full performance of obligations within the framework of a contract for the provision of paid services (Article 706 of the Civil Code of the Republic of Uzbekistan), Articles 705 and 707 of the Civil Code of the Republic of Uzbekistan are also applied. They pay special attention to the distribution of expenses and compensation for losses. Article 706 of the Civil Code of the Republic of Uzbekistan regulates the liability of the contractor for violation of the contract for the provision of services for a fee. However, Article 705 of the Civil Code of the Republic of Uzbekistan is devoted not to the responsibility of the parties, but to the distribution of risks in the event of impossibility of fulfilling the obligation. Article 707 of the Civil Code of the Republic of Uzbekistan deals with the issue of unilateral termination of the contract, which can be applied regardless of the reason for the termination: unlawful actions of the parties or other reasons. At the same time, the provisions of Article 707 of the Civil Code of the Republic of Uzbekistan cannot be applied if the contractor's withdrawal from the contract was caused by unlawful actions of the customer. Because in such a case, the customer will have to reimburse the contractor for the actual costs, which is not considered logical and fair. Indeed, withdrawal from the contract is a reaction to the offense, if its reason is the non-fulfillment of obligations by the counterparty. Therefore, in such a case, the customer should not be burdened with such negative consequences as the obligation to reimburse the actual costs.

When concluding on the issue of the responsibility of the parties for non-performance or improper performance of security duties, it is advisable to note that, despite the fact that it is formed on the basis of general rules, this responsibility has the above-mentioned characteristics.

Therefore, it seems necessary to include relevant norms on the responsibility of security organizations in regulatory legal acts regulating security activities. In particular, it should be noted that the Law of the Republic of Uzbekistan "On Security Activities" does not establish any norms regarding the responsibility of security enterprises.

From the study of the issues of responsibility of the parties in obligations arising from the security agreement, the following conclusions can be drawn:

Firstly, the inclusion of grounds for the parties' liability in the security agreement is not mandatory, since these grounds only reflect the nature of the external security obligation. Liability arises in any case in the event of non-performance or improper performance by the customer or contractor of the security obligation.

Secondly, security organizations are held liable only if there is a fault in their actions, unless otherwise stipulated by the contract.

Thirdly, the parties to the security obligation are liable on the basis of the principle of full compensation for damages, unless otherwise provided by the contract.

Fourthly, the security agreement usually stipulates that the contractor's liability is limited only to real damage, i.e., loss or damage to the protected property. The client's liability is usually limited to the maximum amount.

Fifthly, unless otherwise stipulated in the contract, the contractor is liable for damage caused to the property by persons who have illegally entered the protected facility.

Sixthly, Article 332 of the Civil Code of the Republic of Uzbekistan does not apply to relations within the framework of the security agreement; the contractor's liability can currently be limited only on a contractual basis, in accordance with part 1 of Article 14 of the Civil Code of the Republic of Uzbekistan.

Seventhly, in the event of a dispute regarding the fact of damage to property taken under protection, the burden of proving the composition of the property taken under protection and the damage caused rests with the plaintiff, i.e., the customer.