AN EVALUATION OF THE NON-IMPLEMENTATION OF THE HACCP SYSTEM IN FOOD AND BEVERAGE ESTABLISHMENTS WITHIN THE FRAMEWORK OF CONTRACTUAL BREACH PROVISIONS UNDER TURKISH LAW

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ABSTRACT

The Hazard Analysis and Critical Control Points (HACCP) system, which has been developed to identify, measure, and control food safety hazards, is of critical importance for the food and beverage sector. This study aims to address an existing gap by examining the failure to implement the Hazard Analysis and Critical Control Points (HACCP) system in food and beverage establishments within the framework of breach of contract provisions under Turkish law. The study is based on a conceptual analysis conducted in light of the relevant legislation and doctrinal views. As a result of this evaluation, it is emphasized that businesses are required to comply with the established rules regarding the services they provide, and that the implementation of the HACCP system serves a function in reducing the liability of food and beverage establishments. It is assessed that an establishment operating in compliance with the HACCP system possesses the capacity to take the necessary precautions and to eliminate potential risks. Furthermore, when considered from the perspective of breach of contract, it is concluded that no liability would arise for establishments acting in accordance with HACCP principles, whereas the failure to implement the system may lead to claims for compensation and the exercise of the consumer's optional rights.

ÖZ

Gıda güvenliği tehlikelerinin tanımlanması, ölçülmesi ve kontrolü için geliştirilmiş bir sistem olan HACCP, yiyecek ve içecek sektörü için kritik bir öneme sahiptir. Bu çalışma, yiyecek ve içecek işletmelerinde Tehlike Analizi ve Kritik Kontrol Noktaları (HACCP) sisteminin uygulanmamasını, Türk hukukundaki sözleşmeye aykırılık hükümleri çerçevesinde ele alarak mevcut boşluğu doldurmayı hedeflemektedir. Çalışma, ilgili mevzuat ve doktrindeki görüşler ışığında gerçekleştirilen kavramsal bir değerlendirmeye dayanmaktadır. Bu değerlendirme sonucunda, işletmelerin sunduğu hizmetler açısından belirlenen kurallara uyması gerektiği ve HACCP sisteminin uygulanmasının yiyecek ve içecek işletmelerinin sorumluluklarını azaltıcı bir işlev gördüğü vurgulanmaktadır. HACCP sistemine uygun olarak faaliyet gösteren bir işletmenin gerekli önlemleri alma ve potansiyel riskleri ortadan kaldırma kapasitesine sahip olduğu değerlendirilmektedir. Ayrıca, sözleşmeye aykırılık açısından ele alındığında, HACCP ilkelerine uygun hareket eden işletmeler bakımından sorumluluğun doğmayacağı, buna karşılık sistemin uygulanmamasının zararın giderilmesi ve müşterinin seçimlik haklarının gündeme gelmesine yol açabileceği sonucuna ulaşılmaktadır.

INTRODUCTION

The issue of food safety is of paramount importance to enterprises operating within the food and beverage sector. It is imperative for these businesses to implement comprehensive safety measures to ensure the integrity of their food supply and to safeguard the health of their clientele. It is imperative that those engaged in the management of food and beverage enterprises adhere rigorously to food safety principles, from the initial procurement of ingredients to the culmination of the service of food products. This is a critical element that directly affects not only the reputation of the business, but also the health and safety of customers and should not be ignored (Hacıoglu and Girgin, 2008). Food is susceptible to a variety of pathogenic factors that can impact its physical, chemical and sensory properties. Consequently, businesses operating within the food and beverage sector are obliged to accord the utmost priority to food safety and to act in accordance with this commitment. The implementation of effective quality control measures is instrumental in ensuring food safety (Radu et al., 2023). In the global food industry, HACCP is recognised as a pivotal system in food safety management practices (Wallace, 2024). This system is considered a vital component of the food supply chain, with international recognition (Dzwolak and Anim, 2025). HACCP is distinguished as a preventative food safety management system, which identifies potential hazards and assesses risks, subsequently applying control measures to prevent or minimise these risks. It is imperative to acknowledge the critical role that HACCP plays in ensuring food safety within the ambit of food service businesses, a role that is instrumental in the effective reduction of the risk of foodborne illness (Lai et al., 2024).

The Hazard Analysis and Critical Control Points system is a pragmatic approach to the identification, measurement and control of food safety hazards. It facilitates a thorough examination of processes to identify the presence of potential hazards and assess the feasibility of their mitigation (Eves and Dervisi, 2005). The HACCP system has been implemented in all food industry operations related to the production, transport, packaging, storage and marketing of food products, in accordance with international standards (Radu et al., 2023). The implementation of this system has been shown to result in enhanced food safety outcomes, primarily due to the adoption of more stringent food handling practices, more comprehensive environmental monitoring and more effective risk communication (Byrd-Bredbenner et al., 2015). In this context, the implementation of HACCP has a significant impact on the health and safety of individuals in the food industry. The implementation of such systems is intended to identify and manage potential hazards at all stages of the production process, with the aim of ensuring the safety of food products intended for human consumption (Radu et al., 2023).

From the moment a customer enters a food and beverage establishment or restaurant, a contract is deemed to have been concluded between the customer and the establishment. From this moment on, the enterprise assumes responsibility for the negative consequences that may arise in its activities and incurs an obligation to eliminate the damage within the scope of breach of contract. In this context, it is imperative to emphasise the significance of adhering to the regulations stipulated by the HACCP system. The implementation of this system is pivotal in establishing a robust food safety framework, thereby ensuring the integrity and safety of the products. This, in turn, will alleviate the responsibility borne by the enterprise.

A review of the relevant literature reveals that existing studies predominantly address the HACCP system from the perspectives of food safety management and business administration. However, the legal consequences arising from the failure to maintain a standardised food safety management system based on HACCP principles—particularly within the framework of contract law—remain insufficiently explored. The contractual implications of non-compliance with HACCP requirements therefore warrant further conceptual and legal examination.

This article provides a conceptual and doctrinal contribution to the literature by examining the failure to implement the HACCP system in food and beverage establishments within the framework of breach of contract provisions under Turkish law. By establishing a systematic link between non-compliance with HACCP requirements and legal concepts such as ancillary obligations and

positive breach of contract within service contracts, the article integrates food safety considerations with contract law principles and offers a holistic perspective that contributes to both fields.

METHODOLOGY

This study is a conceptual and doctrinal research based on a qualitative review of the existing literature and normative legal analysis, rather than on empirical data. No quantitative or qualitative data collection methods were employed. Instead, the study examines academic publications on the Hazard Analysis and Critical Control Points (HACCP) system in the field of food safety together with the provisions of Turkish contract law concerning breach of contract. The methodological approach of the study relies on descriptive and analytical evaluation of relevant legislation, doctrinal opinions, and up-to-date academic sources. Within this framework, the legal consequences arising from the failure to implement the HACCP system in food and beverage establishments are analysed at a conceptual level, particularly in terms of ancillary obligations, positive breach of contract, and the principle of good faith. By integrating food safety literature with contract law principles, this study is designed as a literature-based conceptual analysis aiming to contribute to the existing scholarship by clarifying the relationship between food safety management systems and contractual liability under Turkish law.

LITERATURE REVIEW

HACCP CONCEPT

In the contemporary era, food safety has become a matter of significant concern, given the mounting anxieties both among consumers and the regulatory authorities with regard to the quality and safety of foodstuffs. The primary factors contributing to the spoilage of foodstuffs can be categorised as physical, chemical and biological contaminants.In order to mitigate or effectively manage the risks associated with food safety, it is imperative to devise and implement food safety and quality standards, as well as quality assurance systems, with a view to ensuring the safe production of foodstuffs in food industries. In this regard, food safety demands meticulous attention at each stage of the food supply chain, from farm to consumer, encompassing all processes from harvest to consumption. The expanding ambit of the food supply chain, from local to international levels, necessitates a symbiotic understanding between government agencies, producers and consumers (Korada et al., 2018). The HACCP system was originally developed in the late 1960s as a management tool to ensure the safety of food for space flights. Subsequent to its inception, it was endorsed by the World Health Organisation (WHO) and the Food and Agriculture Organisation of the United States of America (FAO), among other entities, as a viable substitute for conventional end-point testing, and was advocated for implementation in the domain of commercial food production. The principles of HACCP are now included in the national food safety legislation of many countries and form a likely future component of the standardisation of international food quality control and assurance practices (Ropkins and Beck, 2000). The HACCP system, defined as a systematic approach to the identification and evaluation of microbiological hazards and risks associated with the production, distribution and use of a particular foodstuff and the means for their control (ICMSF, 1988), has been disseminated by the FAO and the WHO to ensure the safety of food for customers. It is evident that the HACCP system offers numerous advantages to the food industry in developing countries and is undergoing a marked increase in its application (Azanza and Paz, 2007; Bai et al., 2007).

HACCP system is a systematic approach to identifying potential hazards from the production stage to the point of consumption, with the objective of ensuring food safety. It involves the evaluation of identified hazards and the effective management of the process (Mayes, 1992; Tompkin, 1994). Although the majority of individuals do not consider food safety to be a priority criterion when selecting a dining establishment, this factor may nevertheless influence the decision-making process (Lee et al., 2012). The presence of foodborne microorganisms and toxins poses a significant health risk to humans. These pathogens can lead to the onset of foodborne diseases, significant economic losses and even fatalities (Yoon et al., 2008). It is incumbent upon food business operators to determine the steps of the identification, implementation,

sustainability and review processes of the stages that play a critical role in ensuring food safety and form the basis of the HACCP system (Ehiri et al., 1995). The HACCP concept is associated with epidemiological data (epidemics) through inspection to risk assessment of foodborne diseases (Bryan, 1992). This system provides a plan to ensure food safety by reducing hazards to acceptable levels (Orriss and Whitehead, 2000). Therefore, in order for businesses to achieve a satisfactory level of food safety, a food safety system that includes hygiene control processes is required.

The HACCP system, a comprehensive approach to ensuring food safety, is implemented at every stage of the food chain, from pre-food preparation to production processes, and from raw material procurement to post-production activities such as packaging, storage, and distribution (Awuchi, 2023). Consequently, it is evident that tests conducted on the final product in the food and beverage sector serve as an effective method to ensure food safety (Walker et al., 2003). These tests are typically conducted after the food has been served, which limits the ability to address issues that may arise. Consequently, HACCP is recognised as the most effective method for monitoring and auditing all processes from the raw material stage.Historically, food safety has been addressed through a reactive approach, addressing issues after they have manifested. In contrast, the HACCP approach is predicated on identifying and resolving potential problems proactively. This proactive approach entails the management of risks, with the objective being to ensure that no contaminants are present in finished products that could compromise their safety during and after production processes. It involves the development of measures aimed at minimising these hazards (McSwane et al., 2003). The inseparability of HACCP and food safety is well-documented; the correct implementation of HACCP is considered essential for ensuring food safety (Awuchi, 2023). Consequently, measures implemented in an integrated manner with HACCP can contribute to the reduction of foodborne illnesses.

HACCP PRINCIPLES

The issue of foodborne illnesses and the potential risk of mortality from these illnesses is a matter of serious concern. Two principal strategies have been developed to combat this problem: HACCP and food safety/quality management. The HACCP system is a comprehensive approach that evaluates various methodologies, encompassing both conventional and contemporary techniques, to enhance food safety and quality management (Awuchi, 2023). The implementation of HACCP is a process that is comprised of seven fundamental steps. These steps are (Mortimore and Wallace, 1995; Tzia and Tsiapouris, 1996; Ropkins and Beck, 2000; Damikouka et al., 2007; Fletcher et al., 2009; Awuchi, 2023):

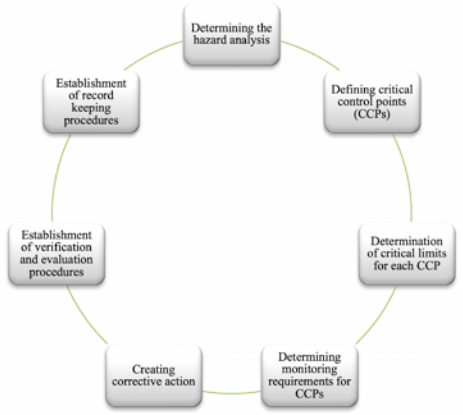

Figure 1: HACCP Principles

The seven fundamental principles and their explanations are as follows (Mortimore and Wallace, 1995; Tzia and Tsiapouris, 1996; Ropkins and Beck, 2000; Damikouka et al., 2007; Fletcher et al., 2009; Awuchi, 2023):

The primary objective of hazard analysis is to establish a comprehensive inventory of food safety hazards that result in uncontrollable illness and injury. The management of hazard analysis comprises two distinct stages: the initial stage is hazard identification, and the subsequent stage is hazard assessment. Hazard identification involves the identification of known hazards associated with the product, including those employed in food production. Potential hazards at each stage of the food production process are identified. In the second stage, hazard assessment, each potential hazard is evaluated according to its severity.

The second principle is that of the identification of critical control points. These are defined as those points during the

food production process at which hazards can be prevented or reduced to acceptable limits. It is acknowledged that a CPC may be present at any stage during the food production process where the presence of hazardous microorganisms must be destroyed or controlled. The overarching objective of the HACCP system is to focus control measures on these critical points.

Thirdly, it is imperative to identify critical limits for each CCP. The establishment of one or several critical limits is imperative. The establishment of critical limits is intended to ensure a defined acceptable level of food safety hazard in the end product. It is imperative that these limits are quantifiable.

The fourth principle is as follows: the identification of monitoring requirements for CCPs is to be undertaken. The establishment of a monitoring system for critical control points (CCPs) is imperative. It is imperative that each monitoring procedure and frequency is specified in the HACCP plan. CCPs should include a method to ensure that they are under control and within critical limits, and the frequency of monitoring should be sufficient to ensure that the process is under control without deviation from critical limits.

The fifth principle, which concerns the establishment of corrective action, is as follows: The measures to be taken when the monitoring system shows deviations from the critical limit that has been established. An organisation's HACCP plan is expected to include a protocol for addressing non-compliance with the critical limit. The fundamental objective of the HACCP plan is to facilitate the identification of potential hazards and the development of strategies to prevent the occurrence of problems. However, it is important to acknowledge that the occurrence of desired outcomes may not be guaranteed. Corrective actions should be initiated when there are deviations from the target.

The sixth principle stipulates the establishment of verification and evaluation procedures. The purpose of verification procedures is to confirm the successful operation of the HACCP system. It is incumbent upon each enterprise to establish and assume responsibility for its own HACCP plan. In addition, this plan should be subject to continuous monitoring by experts. These senior experts should undertake a systematic review of the HACCP plan on a regular basis to ensure compliance and verify its effectiveness. The overarching objective of this process is to ensure the effective functioning of the HACCP system. The planning of verification should specify the verification activities, the methods used, those responsible and the frequency of the activities. The primary verification methods employed should include both internal and external audits.

It is imperative to establish comprehensive record-keeping procedures as the seventh principle. A documentation system is to be established that takes into account all processes and records in accordance with the principles and their implementation. The organisation and sustainability of the system requires a written plan and the retention of all documentation, including hazard analysis, records, verification activities, critical limits and corrective actions for deviations.

The stages of application of the HACCP principles are described in detail. The process is cyclical in nature, commencing at the initial stage and concluding at the final stage.

THE IMPORTANCE OF THE HACCP SYSTEM

In the 30 years since its conception, the HACCP system has become a universally recognized and accepted method for ensuring food safety. In recent years, growing global concern regarding food safety among public health authorities, the food industry, and consumers has served as a major impetus for the implementation of the HACCP system. This concern has been substantiated by a significant increase in the incidence of foodborne diseases in many countries (Motarjemi et al., 1996). In this context, the significance of the HACCP system can be more comprehensively understood by examining its preventive and risk-based structure. The HACCP system is widely acknowledged as one of the most efficacious risk management systems developed in the domain of food safety. This system encompasses the identification of potential hazards that may be present in the final product, as well as the implementation of the requisite preventive measures to eradicate these hazards. These effectively

implemented measures aim to ensure consumer safety by improving overall product quality (Karaali, 2003). The identification of significant hazards for each food product is achieved through a comprehensive review of all stages of the production process and relevant scientific data. Corrective measures are initiated for controllable hazards, with critical limits—such as processing times and cooling temperatures—being established at key stages of production. Monitoring procedures are implemented for each Critical Control Point (CCP) to ensure compliance with these critical limits. In cases where these limits are exceeded, predetermined corrective actions are applied to prevent potentially unsafe products from entering the market. The HACCP system is predicated on verification and certification processes, which function as mechanisms to prevent hazards at every stage of the food safety process. Accordingly, the HACCP system provides a structured framework for the systematic application of controls to assess risks and minimise adverse outcomes (Codex Alimentarius Commission, 2003).

Furthermore, the importance of the HACCP system has become increasingly evident due to the combined effects of urbanization, globalization, environmental contamination, the enhanced ability of infectious agents to spread, host vulnerability—particularly among children, the elderly, and immunocompromised individuals—consumer behaviour, public awareness of food safety, and advancements in scientific and analytical methods. The growing complexity of the food production and consumption chain increases the likelihood of pathogens reaching wider populations through food, thereby rendering foodborne diseases a global public health concern. Within this framework, the HACCP system plays a critical role in safeguarding public health by controlling these risks through a preventive approach at every stage of food production (Sazali, 2024).

In summary, a significant proportion of problems—such as foodborne poisoning and spoilage—that may occur at any stage of the production, distribution, and consumption chain are attributable to inadequate hygiene practices within food safety and quality assurance systems of industrial food establishments. The HACCP system has proven to be an effective tool for mitigating these risks by establishing critical limits at pivotal control points and implementing monitoring, preventive, and corrective measures. In enterprises where the HACCP system is not implemented, risks may only be detected at the final product control stage. By contrast, the application of the HACCP system enables the early identification of potential hazards and facilitates the determination of appropriate preventive and corrective actions to ensure consumer safety (Karaali, 2003). Consequently, it is imperative for food and beverage enterprises to implement the HACCP system.

CONCEPT OF CONTRACT

According to Article 1 of the Turkish Code of Obligations; “A contract is concluded by the mutual and appropriate declaration of the will of the parties. The expression of will may be explicit or implicit”. Although the constitutive result of the contract is the result depending on the declarations of will, there are also specific individual objectives for each party to the contract. Thus, the individual objectives will become the subject of the contract and the common purpose in the contract will be realised (Antalya, 2019). Again, according to Article 8/2 of the Turkish Code of Obligations; ‘Exhibiting goods by showing the price or sending tariffs, price lists or the like shall be deemed as a suggestion unless otherwise clearly and easily understood.’ The offer gives the other party the opportunity to establish the contract and the offeror is not authorised to prevent this opportunity. In this context, when the display of the products in the menus of food establishments by showing the prices, this situation should be accepted as a suggestion.

The term “contract” is preferred to describe the contractual relationship (Vertragsverhältnis) established by the legal transaction, as well as the legal transaction formed by the mutual declarations of will of the parties (Oğuzman-Öz, 2023). Contracts are divided into two in terms of imposing obligations on the parties; if the contract imposes an obligation on only one of the parties, it is called a contract imposing obligations on one party, and if the contract imposes obligations on both parties, it is called a contract imposing obligations on both parties (Reisoğlu, 2014; Oğuzman-Öz, 2023; Nomer, 2023). In some of the bilateral contracts, the debt of each party expresses the equivalent of the debt of the other party and each party is

under debt to obtain the performance of the other party. In food businesses, when we consider that the customer comes to the business to receive service and a contract is made between the business and the business regarding the purchase and sale of services, it should be said that the contract is a contract that imposes a debt on both parties. Therefore, while the enterprise is under the obligation to sell and deliver services, the customer, who is the other party, will be under the obligation to pay a fee for the service.

In accordance with the provisions of Article 26 of the Turkish Code of Obligations, which pertains to the concept of freedom of contract, the content of a contract is to be determined by the parties involved, within the parameters established by law. To illustrate this principle, consider a customer who enters a food establishment to receive a service. The customer may express a preference for the degree of cooking of the product according to their own wishes, or they may request that the sauce added to a product not be added to the product and served with it. Furthermore, should the customer's order fail to align with the visual representation on the menu, the customer may hold the business accountable. In such instances, it is imperative to adhere to the terms of the contract, as stipulated in the menu, to avoid any potential liability for the business. However, it is imperative to bear in mind that, as outlined in Article 27/1 of the Turkish Code of Obligations, contracts that contravene the mandatory provisions of the law, morality, public order, or whose subject matter is deemed impossible, are subject to the sanction of definitive nullity. Consequently, it is imperative to take the stipulated legal matters into consideration when determining the freedom of contract and the content of the contract.

PERFORMANCE AND THE PRINCIPLES OF PERFORMANCE IN CONFORMITY WITH THE OWED OBLIGATION AND THE RULE OF GOOD FAITH

Performance is defined as the fulfilment of an obligation under a contract or a law by the debtor or a third party in accordance with the obligation (Schwenzer, 1998; Eren, 2017; Serozan, 2022). While performance provides the creditor with the performance receivable he deserves, it also frees the debtor from the performance obligation he has undertaken (Serozan, 2022). The performance of the obligated performance in accordance with the parties, place and time, quantity and quality of the performance shows that the performance is duly performed (Nomer, 2023). To illustrate this point, consider a customer who purchases a catering service from a restaurant. In this scenario, the seller is expected to deliver the agreed-upon service to the buyer in accordance with the terms of the performance, and the buyer is expected to pay the stipulated sales price in return. "…In essence, performance can be defined as the fulfilment of the obligation undertaken by the debtor in the debt relationship, in accordance with the principles established in the source and the law. The subject matter of performance is defined as the subject matter of the debt relationship, i.e. the performance. It is important to note that, as a general rule, the creditor is not entitled to demand anything other than that which is explicitly stipulated in the agreement, nor can they be compelled to accept anything that does not align with the intentions outlined in the original contract…"(Supreme Court of Justice 14th Law Department, d. 19.11.2007, e. 12891, j. 14441)

The principle of performance in accordance with the obligation can be expressed as the obligation of the parties to the contract to perform their obligations in the manner they are obliged to perform. The principle of performance in accordance with the rule of honesty can be expressed as the obligation of the parties bound by the provisions of the contract to remain loyal to the contract and to perform their obligations in accordance with the rule of honesty (Antalya, 2019).

THE CONCEPT OF POSITIVE BREACH OF CONTRACT

Positive breach of contract (Die positiven Vertragsverletzungen), which can also be defined as bad performance, covers all breaches of contract that cannot be considered in the category of impossibility and default (Bucher, 1988; Gauch and Schluep, 1987; Tekinay et al., 1993; Furrer and Wey, 2012; Antalya, 2019; Serozan, 2022). Bad performance (Schlechterfüllung), on the other hand, is the failure to fulfil the performance in a complete

and correct manner in accordance with the nature of the debt relationship, and in bad performance, there is a failure to perform properly in terms of quality, deficiency in the qualities of the performance and bad performance (Wıegand, 1996; Schwenzer, 1998; Eren, 2017). Although the creditor is not obliged to accept the performance that does not comply with the contract as a rule, he may accept the performance that is not performed properly if he wishes. It should be added that the acceptance of improper performance will not eliminate the claim for compensation (Nomer, 2023).

Based on the freedom of the parties to determine the content of the contract, they have the opportunity to add the ancillary performance obligations they wish to the contract within the limits of the legal order (Gauch et al., 1982; Inal, 2019; Eren, 2017). A positive breach of contract is a breach of the ancillary performance obligation to fulfil the primary performance in accordance with the purpose and in a good quality (Serozan, 2022). Violations of ancillary performance obligations may be in the form of quality deficiencies, physical, legal or economic (Serozan, 2007). If we consider a contract between the food business and the customer; the visual deficiency in the product sold can be considered as a physical quality deficiency. The absence of a certificate of origin of the product sold can be given as an example as a lack of legal quality. As an example of economic quality deficiency, yield deficiencies can be given as an example (Serozan, 2007). Violations of ancillary performance obligations will lead to liability.

Nevertheless, the concept of positive breach of contract may be considered misleading, as a breach of contract need not necessarily occur through a positive act, but may also arise from an omission or negative conduct (Serozan, 2022; Oğuzman and Öz, 2023). When positive breach of contract is examined in the context of a service contract concluded between a customer and a food service establishment, it is reasonable to expect that measures have been taken against risks arising from food safety concerns. In other words, within the scope of such a service contract, the customer legitimately expects full and proper performance. Examples such as the use of products that violate food safety standards, the failure to carry out necessary controls, or the omission of preventive and corrective measures required to ensure product safety may be regarded as impediments to proper performance. Compliance with food safety rules constitutes one of the expected obligations in the performance of the service provided by the establishment. From this perspective, the HACCP system may be considered a preventive measure aimed at eliminating potential impediments to performance.

BASIS AND SANCTION OF POSITIVE BREACH OF CONTRACT

It is controversial whether the positive breach of contract can be evaluated within the scope of Article 112 of the Turkish Code of Obligations. Regarding the seller's warranty obligation against defects in the sales contract, it is regulated in Article 227/II of the Turkish Code of Obligations that the general provision Article 112 of the Turkish Code of Obligations should be applied alternatively with the optional rights of the buyer under Article 227 of the Turkish Code of Obligations (Antalya, 2019).

The basis of the positive breach of contract may be the provision of Article 2/1 of the Turkish Civil Code, which states that ‘Everyone is obliged to comply with the rules of good faith when exercising his rights and fulfilling his obligations’ (Serozan, 2022). The breach of obligation, which prevents the achievement of the main purpose of the contract and collapses the basis of trust, brings along the request for prior rescission and compensation sanction without giving a deadline. In this case, the positive breach of the contract includes the breach of the purpose of the contract or disloyalty and collapse of the basis of trust (Schwenzer, 2006; Serozan, 2022). Indeed, the customer who makes a contract to receive service from the business has full confidence that he/she will not encounter any problems during the performance of the service. Within the scope of this trust, issues such as product quality, damage to the customer or his property during the provision of service may be considered within the scope of breach of trust.

Non-performance compensation, rescission of the contract, termination of the contract, and performance in kind may be imposed for breach of contract (Serozan, 2022). Giving additional time for the application of these sanctions

may often be seen as meaningless and useless (Serozan, 2022). In selecting the appropriate sanction, the specific characteristics of the concrete contractual relationship should be taken into consideration.

CONCLUSION AND RECOMMENDATIONS

This article has examined the legal implications of the failure to implement the Hazard Analysis and Critical Control Points (HACCP) system in food and beverage establishments within the framework of breach of contract provisions under Turkish law. The findings demonstrate that compliance with food safety standards, particularly HACCP principles, constitutes a fundamental ancillary obligation arising from service contracts concluded between food and beverage businesses and consumers.

From a contractual perspective, the systematic implementation of the HACCP system enables enterprises to fulfil their duty of care and to prevent situations that may give rise to positive breach of contract. Conversely, non-compliance with HACCP requirements may lead to contractual liability, including claims for damages and the exercise of optional rights by consumers. In this respect, HACCP compliance functions not only as a public health mechanism but also as a legal safeguard limiting contractual responsibility.

Based on these findings, the following recommendations are proposed for different stakeholders.
First, for private sector food and beverage establishments, HACCP implementation should not be regarded merely as a technical or administrative requirement, but as an essential component of their contractual obligations toward consumers. Businesses are advised to ensure continuous monitoring, documentation, and regular updating of HACCP practices in order to demonstrate due diligence in potential contractual disputes.

Second, for public authorities and regulatory bodies, it is recommended that the contractual consequences of non-compliance with food safety standards be clarified through legislation, secondary regulations, or administrative guidelines. Such clarification would enhance legal certainty, strengthen consumer protection, and contribute to the consistent enforcement of food safety obligations.

Third, for non-governmental organizations (NGOs) and consumer protection associations, there is a need to raise awareness among consumers regarding the contractual dimension of food safety standards. Educational and advocacy activities may play a significant role in improving consumer consciousness and encouraging compliance among food and beverage businesses.

Finally, for future academic research, further legal studies may examine the relationship between food safety systems and contractual liability through comparative law analyses, as well as explore the interaction between private law liability and public law sanctions in the context of food safety violations.

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