

TIPS AND TRICKS IN CONTRACTUAL LAW

CORPORATE LAW
**TRANSACTIONS
& INVESTMENTS**
REAL ESTATE
IP LAW



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HOW DOES IT WORK

Leading principle of contracts under Czech law is contractual freedom. This means that you can conclude a contract with almost any object. All you must do is to identify the parties, the object of performance and the date of signing and add signature.

Keep in mind that certain types of contracts require special requirements such as a written form (lease agreement) or a certified signature (real estate transfer agreement). You can have your signature certified at every Czech Post office with the CZECH POINT label, at a notary and most law firms.

● BEWARE OF STANDARD FORM CONTRACTS – READ CAREFULLY CONTRACTS WITH SMALL LETTERS

Typically, contracts with mobile operators, internet providers, or real estate agencies are based on “take it or leave it” principle – they are not meant to be negotiated and you either sign them or not. In these cases, read the entire contract carefully. Disadvantageous arrangements might be hidden in text written in small font and even if you are not able to negotiate, it is worth to know what the risks may be and what your obligations are.

The same applies to the general terms and conditions some traders issue. Keep in mind that an explicit negotiated arrangement in the contract should prevail the general terms and conditions.

● HOW TO TERMINATE A CONTRACT? BEWARE OF NON-CANCELLABLE CONTRACTS

Before concluding any contract, you must know for how long the contract is concluded. Contracts are always concluded for a definite (fixed-term) or indefinite period (open-ended).

Contracts are terminated by agreement of contractual parties, by giving notice or,

in the case of breach of contract by the other party, by withdrawal from the contract. Fixed-term contracts also terminate with the agreed date or fulfillment of the object of performance.

You can always terminate an open-ended contract, just look carefully at contractual restrictions. Beware of fixed-term contracts which do not include any termination arrangements.

Termination is not a simple operation at all, and it needs to be treated with care. You can find a lot of templates of withdrawals and terminations of contract on the internet. However, there are so many different types of contracts and arrangements, which might complicate the actual situation that it is advisable to consult any termination with a lawyer.

● PURCHASE AS A CONSUMER? YOU HAVE A BETTER LEGAL PROTECTION

You are considered a consumer every time you shop for your own personal use and not as an entrepreneur.

A consumer must be notified of all information relating to the goods, the conditions for complaints, transport etc. prior to the purchase. The consumer must be made aware of the general terms and conditions, if the trader has issued them.

Consumers, as opposed to entrepreneurs, might require a repair, replacement or return of the goods within two years after the purchase. They can also return goods purchased online within 14 days without any penalty. This right does not apply to purchases in store which are subject to the terms of the trader but, usually, unused and unwrapped goods can be replaced.