

Civil Code



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40/1964 Coll.

Civil Code

of 26 February 1964

Amendment: 58/1969 Coll., 146/1971 Coll., 94/1988 Coll., 188/1988 Coll., 87/1990 Coll., 105/1990 Coll., 116/1990 Coll., 87/1991 Coll., 509/1991 Coll., 264/1992 Coll., 267/1994 Coll., 104/1995 Coll., 118/1995 Coll., 94/1996 Coll., 89/1996 Coll., 227/1997 Coll., 91/1998 Coll., 165/1998 Coll., 363/1999 Coll., 27/2000 Coll., 103/2000 Coll., 159/1999 Coll., 227/2000 Coll., 367/2000 Coll., 229/2001 Coll., 501/2001 Coll., 317/2001 Coll., 135/2002 Coll., 125/2002 Coll., 136/2002 Coll., 320/2002 Coll., 476/2002 Coll., 88/2003 Coll., 47/2004 Coll., 480/2004 Coll., 37/2004 Coll., 278/2004 Coll., 554/2004 Coll., 359/2005 Coll., 56/2006 Coll., 107/2006 Coll., 57/2006 Coll., 160/2006 Coll., 115/2006 Coll., 315/2006 Coll., 443/2006 Coll., 264/2006 Coll., 296/2007 Coll., 230/2008 Coll., 384/2008 Coll., 215/2009 Coll., 285/2009 Coll., 306/2008 Coll., 227/2009 Coll., 155/2010 Coll., 28/2011 Coll., 132/2011 Coll., 139/2011 Coll.

Preamble repealed

Repealed

Article I through VIII Repealed*

* Editor's note: Repealed articles, sections, chapters, subsections and headings are not individually listed in the book.

The Federal Assembly of the Czech and Slovak Federative Republic has enacted the following Act:

PART ONE

GENERAL PROVISIONS

Chapter One

Civil law relations and their protection

Section 1

(1) The regulation of civil law relations contributes to the execution of civil rights and liberties, in particular, the protection of personal rights and the inviolability of property.

(2) The Civil Code governs the property relations of natural persons and legal entities, property relations between these persons and the state, and the relations arising from the right to the protection of persons, unless these civil law relations are regulated by other Acts.¹⁾

(3) The legal relations arising as a result of creative mental activity are governed by special Acts.

Section 2

(1) Civil law relations arise from legal acts or from other circumstances with which the law associates the establishment of such relations.

(2) In civil law relations, participants have equal positions.

(3) The participants of civil law relations may regulate their mutual rights and obligations by agreement by derogating from the law if the law does not expressly prohibit doing so and if it does not follow from the nature of the provisions of the law that no such derogation from the provisions is possible.

Section 3

(1) Execution of rights and obligations arising from civil law relations must not interfere with the rights and legitimate interests of other persons without legal grounds and must not be in conflict with good morals.

(2) Natural persons and legal entities, state authorities and local authorities ensure that rights arising from civil law relations are not endangered and violated and that any disputes between participants are settled primarily by agreement.

¹⁾ For example, Section 261 Subsection 2 of the Commercial Code.

Section 4

Protection against a person who has endangered or violated a right may be sought from the relevant competent authority. Unless the law provides otherwise, such a competent authority is a court.

Section 5

If any interference with a peaceful state occurs, protection may be sought from the relevant state administrative authority. The authority may impose a provisional ban on the interference or may order restitution to the original state. This shall not affect the right to seek protection from the courts.

Section 6

If unlawful interference with a right is imminent, the person who is thereby endangered may avert the interference in a reasonable manner.

Chapter Two

Participants in civil law relations

Subdivision One

Natural persons

Section 7

(1) The capacity of a natural person to have rights and obligations arises at birth. This capacity is also possessed by a conceived child if it is born alive.

(2) Such capacity ceases to exist at death. If death may not be proven in the prescribed manner, the court shall declare a natural person dead if it ascertains his death otherwise. The court shall also declare a missing natural person dead if it is possible to infer from all the given circumstances that the person is no longer alive.

Section 8

(1) The capacity of a natural person to acquire rights and incur obligations through his own legal acts (the capacity to enter into legal acts) to the full extent arises upon attaining legal majority.

(2) Legal majority is attained upon reaching the eighteenth year of age. Before this age, legal majority may only be attained by entering into marriage. Legal majority attained in such a manner shall not cease to exist even if the marriage is terminated or declared annulled.

Section 9

Minors only have the capacity to enter into legal acts that correspond in their nature to the rational and volitional maturity of their age.

Section 10

(1) If a natural person is entirely unable to enter into legal acts due to a mental deficiency, then the court shall incapacitate him.

(2) If a natural person is only able to enter into certain legal acts due to a mental deficiency which is not only temporary, or due to the excessive consumption of alcohol, narcotics or toxins, the court shall limit his capacity to enter into legal acts and state the scope of the limitation in its decision.

(3) The court shall alter or cancel incapacitation or the limitation of capacity if the reasons that led to it change or cease to exist.

Protection of personal rights

Section 11

A natural person has the right to the protection of his personal rights, in particular, life and health, civic honour, human dignity, privacy, his name and expressions of a personal nature.

Section 12

(1) Documents of a personal nature, portraits, photographs and video and sound recordings relating to a natural person or his expressions of a personal nature may be made and used only with his consent.

(2) No consent is necessary if documents of a personal nature, portraits, photographs or video and sound recordings are used for official purposes in accordance with the law.

(3) Portraits, photographs and video and audio recordings may be also made and used in a reasonable manner for scientific and artistic purposes and for press, film, radio and television news services without the consent of a natural person. Any such use must not infringe the legitimate interests of the natural person.

Section 13

(1) A natural person has the right to demand, in particular, that any unlawful interferences with the right to the protection of his personal rights cease, the removal of the consequences of such interferences and the provision of reasonable compensation.

(2) If the compensation under Subsection 1 does not appear sufficient as, in particular, the dignity or the esteem of the natural person in society was impaired to a considerable degree, the natural person also has the right to monetary compensation for the intangible harm incurred.

(3) The amount of compensation under Subsection 2 shall be determined by the court while taking into account the seriousness of the harm incurred and the circumstances under which the right was violated.

Section 14 **Repealed**

Section 15

Following the death of a natural person, the right to the protection of his personal rights may be exercised by his spouse or partner^{1a)} and children, or by his parents if the natural person has neither a spouse or partner, nor any children.

Section 16

Any person who causes damage by unlawfully interfering with the right to the protection of personal rights is liable for any such damages under the provisions of this Act that govern liability for damages.

Section 17

Repealed

Subdivision Two

Legal entities

Section 18

(1) Legal entities also possess the capacity to have rights and obligations.

(2) Legal entities are:

- a) associations of natural persons or legal entities,
- b) special purpose property associations,
- c) municipal authorities,
- d) other entities designated as such by law.

Section 19

(1) The establishment of a legal entity requires a written agreement or a memorandum of association, unless otherwise provided by special Act.

(2) Legal entities are established on the day they are entered into the Commercial Register or another register determined by law, except as provided by special Act.

Section 19a

(1) The capacity of a legal entity to acquire rights and obligations may only be limited by law.

(2) Legal entities subject to registration in the Commercial Register or another register set out by law may acquire rights and obligations from the effective date of the registration in the register unless otherwise provided by special Act.

Section 19b

(1) A legal entity shall have a name which shall be determined upon its establishment.

^{1a)} Act No. 115/2006 Coll., on registered partnerships and on the amendment of certain related Acts.

(2) In the event of the unlawful use of the name of a legal entity, it is possible to seek an injunction to prevent such use and the rectification of the detrimental situation by the unauthorised user; it is also possible to claim reasonable compensation which may also be monetary.

(3) Subsection 2 shall also apply accordingly to the unlawful hampering of the good reputation of a legal entity.

Section 19c

(1) When establishing a legal entity, its registered office shall be determined. The registered office of a legal entity shall not be in a flat if it is inconsistent with the nature of the legal entity or the scope of its activity.

(2) If a legal entity is being entered into a public register, it will suffice for the memorandum of association to state only the name of the municipality in which the registered office is situated. The legal entity shall file a petition to enter the complete address of the registered office into the public register.

(3) Any person may appeal to the actual registered office of a legal entity. If anyone appeals to a registered office recorded in a public register, the legal entity may not claim that it has its actual registered office in another place.

Section 20

(1) Legal acts of legal entities in all matters are made by the persons so authorised by virtue of the agreement to establish the legal person, the memorandum of association or by law (the statutory bodies).

(2) Legal acts may also be made on behalf of a legal entity by its other employees or members, provided that this possibility is stipulated in the internal regulations of the legal entity or if it is customary with regard to their position. If these persons exceed their powers, rights and obligations shall ensue to the legal entity only if the legal act relates to the legal entity's scope of business and only if the other party could not have been aware of the exceeding.

Section 20a

(1) A legal entity is dissolved by agreement, expiry of the fixed period or the attainment of the purpose for which it was established, unless otherwise provided by special Act.

(2) A legal entity registered in the Commercial Register or another register determined by law shall cease to exist on the day it is stricken off from the register, unless otherwise provided by special Acts.

(3) Before a legal entity ceases to exist, it shall be liquidated, unless its legal successor acquires all of the assets of the legal entity or unless otherwise provided by special Act.

(4) The provisions of the Commercial Code on the liquidation of business companies shall also apply accordingly to the liquidation of other legal entities, unless it follows otherwise from the applicable law governing such legal entities.

Repealed

Section 20b through 20e Repealed*

Interest associations of legal entities

Section 20f

In order to protect their interests or to attain another purpose, legal entities may establish interest associations of legal entities (hereinafter referred to as “associations”).

Section 20g

The establishment of an association requires a written memorandum of association made by the founders or the approval of the association’s establishment at the constituent members’ meeting. At the meeting, a report of the founding of the association shall be made, which shall contain the list of the constituent members of the association stating their names (trade names) and places of residence (registered offices) and it shall bear the members’ signatures. The agreement or the report of the constituent members’ meeting shall be accompanied with the articles of association and the list of the persons authorised to act on behalf of the association, who were approved by the founders or by the constituent meeting.

Section 20h

(1) The association’s articles of association shall state the name, registered office and the scope of business of the association, the property relations, the commencement and termination of membership, the rights and obligations of the members, the organs of the association and their scope of powers, and the manner of dissolving the association and disposal of its liquidation balance. Membership in an association may be subject to a certain membership fee.

(2) The articles of association shall be approved by the founders or by the constituent members’ meeting. The articles of association shall state how they may be altered or amended.

Section 20i

(1) An association is a legal entity, which is liable for the non-fulfilment of its obligations with its property.

(2) An association acquires legal capacity upon its registration in the register of associations that is maintained by the regional authority²⁾ relevant to the registered office of the association. The following shall be entered into the register: the name and the registered office of the association, the identification number of the person (hereinafter referred to as the “identification number”) assigned to the association by the administrator of the basic register of persons^{2a)}, the scope of business of the association, the organs

* Editor’s note: Repealed sections, chapters, subdivisions and headings are not individually listed in the book.

²⁾ Act No. 129/2000 Coll., on regions (regional establishment), as amended.

^{2a)} Act No. 111/2009 Coll., on basic registers.

that act on behalf of the association, and the name and the permanent address of the persons exercising its powers.

(3) The application for registration in the register shall be accompanied with the memorandum of association or the minutes of the constituent members' meeting together with the articles of association. The application shall be filed by the person authorised by the founders or by the constituent members' meeting.

Section 20j

(1) An association shall be liquidated prior to its dissolution unless the assets of the association are transferred to a legal successor.

(2) An association shall cease to exist when it is stricken off from the register.

Section 21

If the state is a participant in civil law relations then it shall act in the form of a legal entity.

Chapter Three Representation

Section 22

(1) A representative is a person who is authorised to act for another person on that person's behalf. The rights and obligations from a representation shall ensue to the represented person.

(2) A person may not be represented by another person who lacks capacity to enter into a given legal act or by a person whose interests are in conflict with the interests of the represented person.

Section 23

Representation is established by law or by a decision of a state authority (statutory representation) or under a power of attorney.

Section 24

A representative shall act in person; a representative may authorise another representative only if so provided under law or if it is agreed by the parties. Rights and obligations from legal acts made by the other representative shall also ensue directly to the represented person.

Section 25 Repealed

Statutory representation

Section 26

If natural persons lack capacity to enter into legal acts, then their statutory representatives shall act on their behalf.

Section 27

(1) The Family Act regulates who is the statutory representative of a minor child.

(2) The guardian appointed by the court shall be the statutory representative of a natural person that was incapacitated under a court decision or whose capacity to enter into legal acts was limited by a court decision.

(3) If a relative or another person who fulfils the requirements for being appointed the guardian of a natural person may not be appointed as the guardian, then the court shall appoint as the guardian the local authority or its establishment provided it is competent to act on its own behalf (Section 18 Subsection 1).

Section 28

If statutory representatives are also obliged to administer the property of the persons that they represent and if they are to handle a matter that is not routine, then any such handling of property shall require court approval.

Section 29

The court may also appoint a guardian for a person whose location is unknown provided that such an appointment is necessary in order to protect his interests or if so required by public interest. The court may also appoint a guardian under the same conditions if such an appointment is necessary for another serious reason.

Section 30

If the interests of the statutory representative come into conflict with the interests of the represented or if the interests of the persons represented by the same statutory representative come into conflict, then the court shall appoint a special representative.

Representation under power of attorney

Section 31

(1) It is possible to be represented in a legal act by a natural person or by a legal entity. For this purpose, the principal shall grant the attorney a power of attorney in which the scope of the attorney's authority is defined.

(2) If a power of attorney is granted to a legal entity, the right to act on behalf of the principal shall ensue to the statutory body of the legal entity or to the person to whom the statutory body grants power of attorney.

(3) A power of attorney may be granted jointly to several attorneys. Unless a power of attorney granted to several attorneys provides otherwise, they all shall act jointly.

(4) If a legal act must be in writing then the power of attorney shall be granted in writing. A power of attorney shall also be made in writing if it does not concern only a certain legal act.

Section 32

(1) If it does not follow from a legal act that someone is acting on behalf of another person, then it shall apply that such a person is acting in his own name.

(2) If an attorney acts on behalf of the principal within the limits of the authorisation, then rights and obligations shall ensue directly to the principal. The instructions given to the attorney that do not follow from the power of attorney shall have no bearing on the legal effects of such acts, unless they were known to the persons with whom the attorney dealt with.

(3) If the principal acts in good faith or was aware or had to be aware of a certain circumstance, the same shall be deemed to apply to the attorney, unless there are circumstances that the attorney ascertained before the power of attorney was granted. A principal that acts not in good faith may not rely upon the good faith of the attorney.

Section 33

(1) If the attorney exceeded his authority arising from the power of attorney, then the principal shall only be bound if he approves such an exceeding of authority. If the principal fails to notify the person with whom the attorney dealt with of his disapproval without undue delay after he ascertained the exceeding of authority, then it shall be deemed that the principal approved any such exceeding of authority.

(2) If the attorney exceeded his authority to act on behalf of the principal or if someone acts on behalf of another person without a power of attorney, he shall be bound by such acts, unless the person for whom he acted subsequently approves the legal act without undue delay. If the principal does not approve the exceeding of authority or the acting without power of attorney, the person with whom the attorney dealt with may demand the attorney to fulfil the obligation or to compensate the damage caused by his actions.

(3) The provisions of Subsection 2 shall not apply if the person with whom the attorney dealt with was aware of the lack of the power of attorney.

Section 33a

(1) The attorney may grant power of attorney to another person to act in place of him on behalf of the principal:

- a) if he is expressly authorised in the power of attorney to grant power of attorney to a third party,
- b) if the attorney is a legal entity.

(2) The principal shall be bound by the legal acts made by the other attorney.

Section 33b

(1) A power of attorney terminates

- a) upon completion of the act for which it was specifically granted,
- b) if it is revoked by the principal,

- c) if it is terminated by the attorney,
- d) if the attorney dies.

(2) The power of attorney shall terminate upon the principal's death unless it provides otherwise, or unless a special Act^{2e)} stipulates otherwise. If a principal or an attorney is a legal entity that was dissolved then the power of attorney shall terminate only if the rights and the obligations of the legal entity are not transferred to a third party.

(3) A principal may not validly waive the right to revoke the power of attorney any time.

(4) Until the revocation of the power of attorney is made known to the attorney, his legal acts have the same effects as if the power of attorney persisted. Any person who knew or had to have known about the revocation of the power of attorney may not rely upon these provisions.

(5) If the principal informs another person that he has granted power of attorney to the attorney to make certain acts, he may claim revocation of the power of attorney in respect of such a person only if he notified the person of the revocation before the attorney acted or if the person knew about the revocation at the time the attorney acted.

(6) If the principal dies or if the attorney terminates the power of attorney, the attorney shall still carry out all that must not be delayed so that the principal or his legal successor does not sustain injury to his rights. Any such acts shall have the same legal effect as if the representation persisted unless they are inconsistent with what the principal or the principal's legal successors have arranged.

Chapter Four

Legal acts

Section 34

A legal act is an act of volition leading, in particular, to the creation, alteration or extinction of rights or obligations associated with such volition under the law.

^{2e)} For example Section 14 Subsection 7, Section 15 Subsection 3, Section 715a Subsection 3 of the Commercial Code.

^{2e)} For example, Act No. 119/2002 Coll., on firearms and ammunition and amending on alteration of Act No. 156/2000 Coll., on the verification of firearms, ammunition and pyrotechnics and amending Act No. 288/1995 Coll., on firearms and ammunition (the Firearms Act), as amended by Act No. 13/1998 Coll., and Act No. 368/1992 Coll., on administrative charges, as amended, and Act No. 455/1991 Coll., on entrepreneurial activities under a trade licence (the Trades Licensing Act), as amended, (the Weapons Act), as amended.

^{2e)} Act of the Czech National Council No. 344/1992 Coll., on the Land Register of the Czech Republic (the Cadastral Act), as amended by Act No. 89/1996 Coll.

^{2e)} Section 2 Paragraph c) of Act No. 480/2004 Coll., on certain information society services and amending certain Acts (Act on Certain Information Society Services).

^{2e)} Section 162a Subsection 1 of the Criminal Code.

Section 35

(1) An act of volition may be made by act or omission; it may occur expressly or in another manner that raises no doubts as to what the party wishes to manifest.

(2) Legal acts expressed in words shall be construed not only on the basis of the verbal expression but also, in particular, on the basis of the will of the person making the legal act unless it is in conflict with the verbal expression.

(3) Legal acts expressed in other ways than in words shall be construed according to what the manner of their expression usually means. In doing so, the will of the person making the legal act shall be taken into account, and the good faith of the person to whom the legal act was intended shall be protected.

Section 36

(1) The creation, alteration or extinction of a right or obligation may be subject to the fulfilment of a condition. No account shall be taken of an impossible condition to which the extinction of a right or obligation is bound.

(2) A condition is a condition precedent if the legal effects of the act are subject to its fulfilment. A condition is a condition subsequent if the extinction of the effects that have already occurred is subject to its fulfilment.

(3) If a party who would benefit from the non-fulfilment of a condition wilfully impedes the fulfilment of such a condition then the legal act shall become unconditional.

(4) No account shall be taken of the fulfilment of a condition if such fulfilment is wilfully caused by a party who was not entitled to act in such a manner and who would benefit from such fulfilment.

(5) Unless it follows otherwise from a legal act or from the nature of the act, it shall be deemed that the condition is a condition precedent.

Section 37

(1) A legal act has to be made freely and seriously, clearly and concisely, otherwise it is invalid.

(2) A legal act whose subject is impossible to fulfil shall be invalid.

(3) A legal act shall not be deemed invalid due to errors in writing or figures provided that its meaning is without doubt.

Section 38

(1) A legal act shall be invalid if the person who made the act lacks capacity to enter into legal acts.

(2) A legal act shall also be invalid if it is made by a person acting with a mental deficiency that makes the person incapable to carry out the given legal act.

Section 39

A legal act is invalid if the content or the purpose thereof violates or evades the law or is inconsistent with good morals.

Section 40

(1) A legal act shall be invalid if it is not made in the form prescribed by law or by the agreement of the parties.

(2) An agreement made in writing may only be altered or terminated in writing.

(3) A written legal act shall be valid if it is signed by the person who effected the act; if a legal act is made by several persons, their signatures do not need to be on the same document, unless otherwise provided by law. A signature may be substituted by mechanical means in cases where it is so common. If a legal act is made by electronic means, it may be signed electronically in accordance with special regulations.

(4) The written form is complied with if a legal act is made by telegraph, telex or electronic means that enable it to record the contents of the legal act and to identify the person who made the legal act.

(5) Written legal acts made by persons who cannot read and write require an official record. An official record is not required if the person who may not read or write is able to familiarise himself with the content of the legal act by means of instruments or special equipment or through another person selected by him and is capable of signing the document.

Section 40a

If a legal act is invalid under the provisions of Section 49a, Section 140, Section 145 Subsection 2, Section 479, Section 589, Section 701 Subsection 1, Section 775 and Section 852b Subsection 2 and 3, the legal act shall be deemed valid if the person affected by the legal act does not claim invalidity of the legal act. Invalidity may not be claimed by the person who caused the invalidity. The same applies if a legal act is not made in the form required by the agreement of the parties (Section 40). If a legal act violates the applicable law governing prices, it shall be invalid only to the extent to which it violates such law if the person affected by the act fails to claim its invalidity.

Section 41

If the cause of invalidity applies only to a part of a legal act, only such part shall be invalid, unless it follows from the nature of the legal act or from the content thereof or from the circumstances under which it occurred that the part may not be isolated from the other content.

Section 41a

(1) If an invalid legal act fulfils the requirements of another legal act that is valid, it is possible to rely on such an act provided that it is clear under the given circumstances that the legal act manifests the will of the person.

(2) If a legal act is to dissimulate another legal act, the latter legal act shall apply provided that it corresponds to the will of the parties and that all the essential requirements thereof are complied with. The invalidity of such a legal act may not be claimed against a party who considered the act not to be dissimulated.

Section 42

If any damage is caused by the invalidity of a legal act, then liability for any such damage shall be governed by the provisions of this Act regulating liability for damage.

Section 42a

Contest

(1) A creditor may request the court to rule that the debtor's legal acts are unenforceable against the creditor if they curtail the settlement of the creditor's enforceable receivable. A creditor is also so entitled when the claim against the debtor from the debtor's contestable act is already enforceable or has already been settled.

(2) Legal acts that the debtor made in the last three years in order to curtail his creditors may be contested if the intent had to be known to the other party, and the legal acts by which the debtor's creditors were curtailed and which occurred in the last three years between the debtor and persons close to the debtor (Section 116 and 117), or which were made by the debtor in the above stated time period in favour of such persons, except when the other party could not recognise the debtor's intent to curtail the creditor even when exercising due care.

(3) The right to contest legal acts may be exercised against a person in whose favour the legal act was made or who benefited from the contestable act of the debtor.

(4) A legal act that the creditor successfully contested is unenforceable against the creditor in so far as the creditor may demand settlement of his receivable from the property that was removed from the debtor's property under the contestable legal act. If this is not possible then the creditor is entitled to compensation from the person who benefited from the given act.

Contracts

Section 43

When regulating contractual relations parties shall ensure that all that could result in conflicts is eliminated.

Offer to conclude a contract

Section 43a

(1) An act of volition aimed at the conclusion of a contract that is addressed to one or several specific persons is an offer to conclude a contract (hereinafter referred to as "offer") if it is sufficiently clear and the offeror's will to be bound by the offer in the event of its acceptance follows from the offer.

(2) An offer becomes effective the moment it is delivered to the person to whom it is addressed. An offer, even if irrevocable, may be revoked by the offeror if the notice of revocation is delivered to the person to whom it is addressed prior to or at the same time as the offer.

(3) An offer may be revoked before the contract is made if the notice of revocation is delivered to the person to whom it is addressed before the person sends the notice of the acceptance of the offer.

(4) An offer may not be revoked

- a) during the period set out in the offer for the acceptance thereof, unless the right to revoke the offer even before the expiry of the period follows from the content of the offer or
- b) if its irrevocability is stated in the offer.

Section 43b

(1) Even if irrevocable, an offer shall cease to exist

- a) upon expiry of the period specified in the offer for the acceptance thereof,
- b) upon the expiry of a reasonable time period while taking into account the nature of the contract offered and the expediency of the means that the offeror used for sending the offer or
- c) upon receipt of the notice of rejection of the offer by the offeror.

(2) An oral offer shall cease to exist if it is not accepted immediately, unless it follows otherwise from the content thereof.

(3) The time period for the acceptance of an offer that is specified by the offeror in a telegram shall commence the moment when the telegram is handed in to be sent, and the period specified in a letter shall commence on the date specified therein. If the date is not specified, then the time period shall commence on the date stated on the envelope. The time period for the acceptance of an offer that is set out by the offeror by phone, telex or other means allowing immediate notification shall commence the moment when the offer is delivered to the person to whom it is addressed.

Offer acceptance

Section 43c

(1) The acceptance of an offer is the timely declaration made by the person to whom the offer is addressed or another timely act of that person from which the offeree's consent may be inferred.

(2) The timely acceptance of an offer shall become effective the moment when the acceptance of the content of the offer is delivered to the offeror. An acceptance may be revoked if the notice of the revocation of the acceptance is delivered to the offeror no later than the notice of the acceptance of the offer.

(3) Late acceptance has the effects of a timely acceptance if the offeror notifies without undue delay the offeree thereof either orally or by sending a notice.

(4) If it follows from a letter or another document expressing the acceptance of the offer that they were sent under such circumstances that they would have been delivered to the offeror in time if their transport had been duly carried out, the late acceptance shall have the same effect as timely acceptance, unless the offeror informs the offeree orally and without undue delay that the offeror deems the offer to have expired or sends him notification of such.

Section 44

(1) A contract is concluded when the acceptance of an offer to conclude a contract becomes effective. Silence or failure to act shall not mean the acceptance of an offer.

(2) An acceptance of an offer that contains amendments, reservations, limitations or other changes is a rejection of the offer and constitutes a new offer. An acceptance that is a response that states the contents of the offered contract in other words is an acceptance of the offer provided that no changes to the content of the offered contract result from the response.

(3) Where an offer is addressed to two or more persons and it follows from its content that the offeror's intent is for all the persons to whom the offer is addressed to become a party to the contract, the contract is concluded if all such persons accept the offer.

Section 45

(1) An act of volition shall be effective in respect of an absent party from the moment it is delivered to that party.

(2) If an act of volition is altered by means used by the offeror or other circumstances that occurred during the transport thereof, the provisions governing error shall apply (Section 49a).

Section 46

(1) Contracts for the transfer of real estates shall be in writing; other contracts shall also be in writing if so required by law or by the agreement of the parties.

(2) A contract shall be deemed to be concluded in writing if an offer is both made and accepted in writing. Where a contract for the transfer of real estates is concerned, the act of volition of the parties shall be contained in the same document.

Section 47

(1) If the law stipulates that a contract requires the decision of a certain authority, the contract is effective upon such a decision.

(2) If an application for a decision under Subsection 1 is not filed within three years of the conclusion of the contract, it shall be deemed that the parties have withdrawn from the contract.

Section 48

(1) A party may withdraw from a contract only if this option is set out in this Act or agreed by the parties.

(2) A contract shall become null and void upon withdrawal, unless the law stipulates or the parties agree otherwise.

Section 49

A party that concluded a contract in distress under clearly disadvantageous conditions has the right of withdrawal from the contract.

Section 49a

A legal act is invalid if a person acted in error arising from a circumstance decisive for its creation and the person to whom the legal act was addressed gave rise to the error or had to be aware of the error. A legal act is also invalid if the error was caused by the other person intentionally. An error as to motive shall not make a legal act invalid.

Section 50

(1) Parties may also conclude a contract in favour of a third party.

(2) Unless this Act stipulates or the parties agree otherwise, the third party has the rights arising from the contract from the moment it agrees to it. A debtor may raise the same objections against the third party as he may raise against the party with whom he concluded the contract. If the third party waives its right, then the debt shall cease to exist unless it is agreed that in such cases it shall be settled to the party with whom the debtor made the contract.

(3) Until the third party grants its consent, the contract shall only apply to the parties that made the contract. The party that reserves performance in favour of the third party shall be entitled to the performance, unless otherwise agreed. The same shall apply if the third party withholds its consent.

Section 50a

(1) Parties may undertake in writing that they will conclude a contract within a certain period of time; at the same time they shall agree on the essential elements of the contract.

(2) If a contract is not concluded within the agreed period, it is possible to apply to the court within one year in order to replace the act of volition with a court decision. The right to damages shall not be thereby affected.

(3) This obligation shall cease to exist if the circumstances on which the parties based their decision to incur the obligation have changed to such an extent that the conclusion of the contract may not be fairly required.

Section 50b

The provisions of Section 50a shall apply accordingly to contracts where the parties have agreed that the content thereof shall be subsequently amended provided that in so agreeing they clearly demonstrated that the contract shall be valid even if no agreement is reached on the remaining contents of the contract.

Section 51

Parties may also conclude a contract that is not specifically regulated. Any such contract may not be inconsistent with the content or purpose of this Act.