

- Law No. 89/2012 Coll. Civil Code

# Law No. 89/2012 Coll. Civil Code

*PLEASE NOTE: The following text has been translated using **machine translation** and may therefore contain misleading information. Should you wish to engage in legal cases, use either quality translations or professional legal services.*

*If you find a translation incomprehensible, contact us – we will try to provide a better one.*

(Valid from January 1, 2014)

89/2012 Coll.

ACT

of 3 February 2012

Civil Code

Parliament passed this Act of the Czech Republic:

PART ONE

GENERAL

TITLE I

SUBJECT AND BASIC PRINCIPLES

Part 1

Private law

§ 1

(1) The provisions of law governing the mutual rights and obligations of the parties as a whole creates a private right. The application of private law is independent of the application of public law.

(2) if not prohibited by law specifically, they can negotiate those rights and obligations, notwithstanding the law, prohibited agreements are in violation of good morals, public order or law regarding the status of persons, including the right to privacy.

## § 2

(1) Each provision of private law can be understood only in accordance with the Charter of Fundamental Rights and Freedoms and the constitutional order at all, the principles that underlie the law, as well as constant attention to the values which it protects. Breaks to the interpretation of individual provisions only in his words, with this command, he must retreat.

(2) the statutory provision can not attach a different meaning than what comes from his own words in their sense of mutual respect and a clear intention of the legislature, but one must not rely on words act against his sense.

(3) The interpretation and application of the law must not be contrary to good morals, and must not lead to cruelty or recklessness offensive ordinary human feeling.

## § 3

(1) Private law protects the dignity and freedom of man and his natural right to marry one's own happiness and the happiness of his family or people close to him in such a way that does not unreasonably harm the other.

(2) Private law is based mainly on the principles that

- a) everyone has the right to protect their life and health, as well as freedom, honor, dignity and privacy,
- b) family, parenthood and marriage enjoy special legal protection
- c) no person shall lack for age, or reason for the dependence of its position suffer unwarranted damage, but no one should also not unduly benefit from their own inability to the detriment of others,
- d) the pledge agreement and agrees to be met
- e) property right is protected by law and only law may determine how property right arises and ceases, and
- f) no one can deny what he rightfully belongs.

(3) private law derives also from other generally recognized principles of justice and law.

## § 4

(1) It is understood that each person enjoys the full rights to sense the average person the ability to use it with ordinary care and diligence, and that each of her legal transactions can reasonably expect.

(2) When a legal system dependent effect on one's knowledge is meant knowledge of what a reasonable person familiar with the case when knowledgeable consideration of the circumstances, it had to be in her position clear. This applies if the laws of combining a result of the existence of doubt.

## § 5

(1) Whoever publicly or in contact with another person logs on to a professional performance as a member of a profession or status, it makes clear that it is able to act with knowledge and care that comes with their profession or status of the connection. The case without this specialized care, it goes to its weight.

(2) Against the will of the parties can not challenge the validity of a legal nature or just because he acted the one who does their job required permissions, or to whom the activity is prohibited.

## § 6

(1) Everyone has the duty to act in legal transactions honestly.

(2) No person may benefit from their dishonest or illegal act. No one may even benefit from the infringement which caused or which it controls.

## § 7

It is understood that the one who acted in a certain way, acted honestly and in good faith.

## § 8

Obvious abuse of rights does not enjoy legal protection.

## Part 2

Use the rules of civil

## § 9

(1) The Civil Code regulates the personal status of individuals.

(2) Private rights and obligations of personal and financial nature are governed by the Civil Code to the extent that they do not is other legislation. The practice can look then invokes the law to them.

#### § 10

(1) If you can not decide a legal case on the basis of an express provision shall be assessed pursuant to the provisions concerning the legal case in terms of content and purpose of the rule under consideration of the case the next.

(2) If no such provision, consider the case on legal principles of justice and principles which underlie this law, so as to arrive at with regard to the habits of private life, taking into account the state of legal doctrine and practice, settled for good decision-making rights organization and obligations.

#### § 11

General provisions on the creation, modification and termination of rights and obligations of the obligations in Part Four of this Act shall apply mutatis mutandis to the creation, modification and termination of other private rights and obligations.

### Part 3

#### Privacy Rights

#### § 12

Anyone who feels in his right truncated, it may seek protection in the enforcing authority, public authority (hereinafter referred to as "public authority"). Unless the law stipulates otherwise, the public authority in this court.

#### § 13

Anyone who seeks legal protection may reasonably expect that his legal case will be decided the same way as any other legal case that has already been decided and who, with his legal cases agree

in essential characters, was the legal case decided otherwise, each who is seeking legal protection, the right to a convincing explanation of the reason for the deviation.

#### § 14

#### Self-help

(1) Anyone can adequately support their right to itself, if jeopardized his right and it is clear that the intervention of public authorities has come too late.

(2) If there is unauthorized interference with the right immediately, it can be anyone who is so threatened, divert effort and resources that the person in his position must appear under the circumstances as appropriate. If directed, self-help only to establish the right which would otherwise be wasted, it must be the one who stepped up to it, go without delay to the competent public authority.

### TITLE II

### PERSONS

#### Part 1

#### General Provisions

#### § 15

(1) The legal personality is the ability to have law limits the rights and obligations.

(2) the capacity to acquire legal capacity to act with his own legal rights and commit to the duties (legal act).

#### § 16

Legal personality or incapacitation could never surrender or in part; to do so is to disregard it.

#### § 17

(1) The rights and may exercise only the person. The obligation may only be imposed only against the person and the fulfillment of obligations can be enforced.

(2) if someone will set up right or imposes a duty to do what the person is not added to the right or obligation to the person who by nature of the legal case belongs.

#### § 18

A person's physical or legal.

#### § 19

(1) Every person has innate, already feeling the very reason and knowable natural law and therefore is considered a person. The law only limits the application of man's natural rights and their protection.

(2) Natural rights associated with the personality of man can not steal them and not give up, if it becomes so, account shall be taken to it. Account shall be taken to limit these rights to an extent contrary to law, morality or public order.

#### § 20

(1) A legal entity is organized by the department, which the law provides that a legal person or a legal personality recognized by law. A legal person may, without regard to the scope of its activities have the rights and obligations which are combined with its legal character.

(2) Legal persons governed by public law subject to the laws, which were established according to the provisions of this Act shall apply only when combining it with the legal nature of these people.

#### § 21

The state of private law shall be deemed a legal person. Another piece of legislation sets out how the state law is.

#### § 22

(1) A person is a close relative in the direct line, sibling and spouse or partner under any other law regulating registered partnership (hereinafter referred to as "partner") to other persons in a family or similar persons are considered to be close to each other, if the injury suffered one of them, the other reason she felt like her own harm. It is understood that the parties are close sešvagřené person or persons who live together permanently.

(2) When provided by law for the protection of third parties, special conditions or restrictions on transfers of property, for its load, or recourse to the use of another person close to, the following conditions and limitations for similar legal negotiations between the legal person and a member of its statutory authority or by a legal person who significantly affects the member or as an agreement or other means.

## Part 2

### Individuals

#### Section 1

#### General Provisions

##### § 23

A person has a legal personality from birth to death.

##### § 24

Each person is responsible for their actions, if it is able to assess and control. Who will lead them to their own fault condition in which it would otherwise be responsible for their actions was not responsible for the actions taken in this state.

##### § 25

The conceived child are viewed as already born when it suits its interests. It is believed that the child was born alive. If born alive, however, looking at them as though they had not.

##### § 26

## Proof of death

(1) Death of man shall be demonstrated by deeds after seeing a dead body in the manner.

(2) If you can not see the dead body prescribed manner, declare a person dead of its own motion the court if a person has been covered by such an event, that his death under the circumstances seems certain. The decision shall specify the court date to pay for the day of death.

## § 27

Depends if the legal consequence of the fact that a man survived another human being, and it is not certain which of them died first, it is understood that all died at once.

## § 28

(1) If known, where the man died, it is considered that this was where his body was found.

(2) The place where the dead man declared dead, this is true, he stayed where he was last alive.

## § 29

### Changing gender

(1) man sex change surgery occurs while blocking the conversion of reproductive function and sexual organs. It is understood that changes sex on the day specified in the certificate issued by the provider of health services.

(2) Changing gender does not affect the personal status of a person or to his personal and financial status, marriage or registered partnership shall cease to exist. The obligations and rights of men and women whose marriages have disappeared, a common child and their property rights and obligations in the period after the dissolution of marriage shall apply mutatis mutandis to the rights and obligations of divorced parents of a child and their property rights and obligations at the time of the divorce, court decide, even without the proposal, how each of the parents of the future common child care.

## § 30

### Majority



(1) Fully svéprávným you become a majority. Reaching the age of majority is acquired by age eighteen.

(2) Before the acquisition of full legal age shall return incapacitation incapacitation, or marriage. Legal capacity acquired by marriage is lost or dissolution of marriage or marriage annulment.

## Minors

### § 31

It is understood that any minor who has not acquired full incapacitation shall be entitled to legal actions as appropriate to the nature of the intellectual and volitional maturity of the minor's age.

### § 32

(1) Awarded the legal guardian if a minor who has not acquired full incapacitation, in accordance with the practices of private life, consent to a particular legal act or to accomplish a specific purpose, a minor can consent themselves within the legal act, unless specifically prohibited by law, consent can then be reduced and withdrawn.

(2) If more legal representatives, it is sufficient to show if a third party will at least one of them. But the case against the other person more representatives together and disagree if you are not taken to address any of them.

### § 33

(1) If the legal guardian of a minor who has not acquired full incapacitation, approval to operate a separate business establishment or other similar employment, becomes eligible for minor acts that are associated with this activity. The validity of the consent requires the consent judgment.

(2) is replaced by court consent for a certain age, if determined to perform some other employment legislation.

(3) The consent may revoke the legal representative only with the consent of the court.

### § 34

Dependent child labor are younger than fifteen years old or minors who have not completed their compulsory school attendance is prohibited. These minors may perform only artistic, cultural, sporting or advertising activities under the conditions set by other legislation.

#### § 35

(1) A minor who has attained fifteen years and completed their compulsory school attendance, may undertake to perform dependent work under other legislation.

(2) The legal guardian of a minor who has not attained the age of sixteen years, may terminate his employment or contract of employment between an employee and founding a similar commitment by the employer, if necessary in the interest of education, health, development or minor in the manner prescribed by another law.

#### § 36

A minor who has not acquired full incapacitation is not never, no matter the content of other provisions, the capacity to act independently in these matters, which would also need a legal representative of a consent judgment.

#### § 37

##### Award of incapacitation

(1) proposes a minor who is not fully enjoys the full rights to his court granted legal capacity, the proposal complies with the court if the minor has attained the age of sixteen years if certified by its ability to feed themselves and get their affairs and if the legal guardian agrees minor. In other cases, the court complies with the proposal if it serious reasons in the interest of the minor.

(2) Subject to paragraph 1, the court granted a minor legal capacity and the proposal's legal guardian if the minor consents to the proposal.

#### Section 2

##### Support measures to undermine the capacity

legally an adult one ton

## Preliminary Statement

### § 38

In anticipation of its own incapacity to act can legally express the will of man, that his affairs were managed in a certain way, or in order to manage a person or a person to become his guardian.

### § 39

(1) If the declaration has the form of a public document, it must be done by a private deed dated and confirmed by two witnesses, give witness about myself in the confirmation of data by which it can be determined.

(2) Witnesses may be just the person that the statement and its contents are not interested and are not blind, deaf, dumb or ignorant of the language in which the declaration is made. Witnesses must sign the statement and be able to confirm the ability to act and declaring that the contents of his statement.

(3) If the content of the declaration acquired a public document specifying who is to become the guardian, the person who wrote a public document, written information about who issued the statement, who is called a guardian, and who wrote a public deed, into non-public list maintained by under another law.

### § 40

(1) If the declaration does blind, or a person who can not or can not read or write, it must be read aloud witness statement, that statement did not write. Blind, or a person who can not or can not read or write, before witnesses confirm that the document contains the true will.

(2) If the declaration does a person with sensory impairments who can not read or write, it must be translated content of the instrument of communication in such a way that it chose, and this witness, who did not write the statement, all witnesses must control the way communication, which is the content documents translated. Who makes a statement, confirming the presence of witnesses chosen way communication, the list includes his true will.

### § 41

(1) An explicit statement of appeal is required to indicate their wishes made in the form prescribed in § 39 paragraph 1

(2) destroy the deed stating the person who has made it to the effects of withdrawal.

#### § 42

If a declaration, other than calling the matter a guardian and if the effectiveness of the declaration subject to the condition decides the condition of the court.

#### § 43

A change in circumstances apparently so significantly, that a man who declarer would have done under such circumstances would make them or with other content, the court prohlášení amended or repealed if the other person who declarer threatened serious harm. Before issuing the ruling, the court shall make reasonable efforts to ascertain the view of man, for which the declaration decision, even using such a method of communication that a person chooses.

#### § 44

If the declaration is invalid or its appeal, the court shall take account of them, unless cause to doubt the will of Him who made them.

#### Assist in decision making

#### § 45

If a person needs help in decision making, because in his mental disorder that causes difficulties, though not be limited in incapacitation, he can negotiate with the proponent of providing support, proponents may be more.

#### § 46

(1) of the Treaty undertakes to assist the proponent supported, that it will present at the consent of his legal proceedings, that he will have the necessary information and communication, and that he will be assisted by councils.

(2) The contract shall become effective on the date of approval by the court. If the contract is concluded in written form, required that the parties will enter into a contract to take effect before the court. The court does not approve the contract, contrary to the interests of the proponent of interests supported.

#### § 47

(1) A proponent must not jeopardize the interests supported by improper influence, or are gratuitously supported at the expense of profit.

(2) A proponent shall proceed to carry out their duties in accordance with decisions supported. If it is legally supported in writing, a proponent may add his signature to indicate its function, possibly with an indication of the support which they provided supported; proponent has the right to argue invalidity of legal proceedings supported.

#### § 48

The proposal supported by the proponent or proponents of court appeals, appeals court him, even if the proponent of a serious breach of its obligations, even without a petition.

#### Representation of a household member

#### § 49

(1) Does the zletilému mental disorder that has no other representative, in a legal act, it can represent its descendant, ancestor, sibling, spouse or partner, or a person who is represented lived before the emergence of representation in the same household for at least three years.

(2) The representative can be represented by the note that will represent him, and he clearly explains the nature and consequences of representation. Refusal of the man who should be represented, the representation does not arise; sufficient capacity to refuse a wish.

#### § 50

The representation of the required court approval. Before issuing the ruling, the court shall make reasonable efforts to ascertain the view represented, even using such a method of communication, which represented a choice.

#### § 51

Deputy's concern to protect the interests represented the fulfillment of their rights and also the fact that the way his life was not in conflict with his abilities and that, if this is not reasonably disagree, and meet specific wishes and ideas represented.

#### § 52

(1) Representation shall apply to ordinary business, as it corresponds to the circumstances of life represented. The representative is not entitled to give consent to the intervention in mental or physical integrity of a person with permanent consequences.

(2) The representative may dispose of revenue represented to the extent necessary for the provision of normal matter, as it corresponds to the circumstances of life represented, with funds in the account may dispose represented only to the extent not exceeding the amount of monthly subsistence individual under other legislation.

#### § 53

In order to include more representatives, it is sufficient if it is one of them. But the case against the other person more representatives together and disagree if you are not taken to address any of them.

#### § 54

(1) Representation shall be forfeited if the agent renounces it or, if represented by refusing to represent him as a representative, it is sufficient to reject the ability to make a wish. Representation also terminated if the court appoints a guardian represented.

(2) If a contract to assist in determining effective representation terminates the contract in so far as is represented by a legally qualified to act.

## Limitation of incapacitation

### § 55

(1) Limitation of incapacitation may be made only in the interests of man, which concerned, after his views and with full recognition of his rights and his personal uniqueness. It must be carefully taken into account the extent and degree of disability a person to take care of their own affairs.

(2) Limit the legal capacity of man can only be threatened if he would otherwise not be enough and serious harm to its interests due to the milder and less restrictive measures.

### § 56

(1) Limit the legal capacity of man can only court.

(2) The court shall make reasonable efforts to ascertain the view of man, whose incapacitation decisions, even using such a method of communication that a person chooses.

### § 57

(1) The court may restrict the legal capacity of man to the extent to which a person is not a mental disorder that is only temporary, legally unable to act, and shall specify the extent to which the eligibility of a person legally own one ton limit.

(2) If a person has difficulty communicating, it's not in itself a reason to limit the incapacitation.

### § 58

The court may, within the restrictions incapacitation entrust a third party to perform certain individual legal act or property management, if necessary, to prevent serious injury.

### § 59

The court may restrict the legal capacity in connection with the subject matter for the time necessary for its execution, or otherwise designated for some time, but no longer than three years, the legal effects of the expiry of limitation expire. The initiation is in this time of a time limit extension, lasting legal effects of the original decision to issue a new decision, no longer than one year.

§ 60

A change in circumstances, the court of its decision to amend or revoke immediately, even without a petition.

§ 61

If the court decides to reduce human incapacitation, the person of his occupation as a guardian to propose that the appointed guardian, if the proposal does not, the court found her opinion. If this person is eligible for guardianship, the court's agreement, it shall appoint a guardian.

§ 62

The decision to limit the incapacitation person appointed by the court guardian. When selecting a guardian court to take into account the wishes of the ward, to his people need incentives as well as the nearby ward, to watch his favor, and makes sure that the guardian did not establish confidence in selecting the ward guardian.

§ 63

Guardian can not appoint a person to act or legally incompetent person whose interests are contrary to the interests of the ward, or facility operator, guardianship where he resides or which provides services, or a person dependent on such devices.

§ 64

The decision to limit the rights of incapacitation does not relieve a person legally own act in ordinary matters of everyday life.

§ 65



(1) If the guardianship was acting alone, although he could not act without a guardian, the legal act can be declared invalid only if he has suffered. If, however, is sufficient to correct only the change of scope opatrovancových duties, the court will do so without being bound by the parties'.

(2) If the guardianship was acting alone, although he could not act without a guardian, it is opatrovancovo act as valid if the guardian is approved. This is true even if such a legal act approved by acting alone after incapacitation has acquired.

### Section 3

#### Nezvěstnost

##### § 66

(1) The court may declare the missing svéprávního man who left his residence, gave a report on its own and not known about him, where he resides. The court stated in the decision day effects occurred nezvěstnosti statement.

(2) declared missing in the proposal can become a person who has legal on it, especially a spouse or other loved one, co-owner, employer or corporation to which this man has a presence.

##### § 67

(1) In assessing the conduct which is otherwise required approval, consent, submission, or other voice of the people declared missing, the need for this account, although this does not apply if it is a matter of personal status. Who is, touching the matter missing, it must do so with regard to its interests.

(2) The legal act occurred without consent or other expression of will necessary missing after leaving his residence, but before it was declared as missing, although this statement was designed without unnecessary delay, be treated as made at the meeting with condition precedent of the decision, which was declared missing.

##### § 68

Returns if a person declared missing or designate an administrator of his fortune, loses declared missing effects. Statement and the date of lapse, which pays for the day of death missing.

§ 69

Who was declared missing, can not argue invalidity or ineffectiveness of legal actions taken in his absence, which occurred as the effects of such a statement to that when they did not require expression of his will.

§ 70

If declared a missing person who set up the administrator of his property, but does affect the rights and obligations established by the administrator. This does not apply if the controller is not known, refuses to act in the interest of missing, its meetings in the interest of missing neglects or act is not appropriate.

Section 4

Presumption of death

§ 71

(1) At the request of the person on it has a legal interest, the court shall declare a dead man, which they may reasonably consider that the died, and shall determine the date, which is considered the day of his death.

(2) A person who has been declared dead, is considered as having died. Statement husband dead on the dissolution of marriage, which is considered the day of his death, the same applies on registered partnership.

§ 72

If a person has been declared missing, resulting from circumstances where serious doubts whether it is still alive, though his death is not in doubt, the court declared him dead on the proposal of the person on it has a legal interest, and shall determine the date that missing apparently survived. It is thought that this day is the day of death missing.

§ 73

A man who was declared missing, can be declared dead soon after five years counted from the end of the year in which the statement was missing. But it can not do, however, if during this period, the report from which it can be inferred that the missing are still alive. In this case the procedure under § 74 or 75

#### § 74

(1) A person who is still missing the fact that he left his home did not report on their own and not known about him, where he resides, but has not been declared as missing, may be declared dead soon after the expiry of seven years from the end of the year which appeared last report, from which it can be assumed that he was still alive.

(2) A person who became an absent person before the age of eighteen years of age can not be declared dead before the end of the year in which twenty-five years elapsed since his birth.

#### § 75

A man who became absent person as a participant in an event that saw the loss of life greater number of persons can be declared dead soon after three years from the end of the year in which she appeared last report, from which it can be concluded that in the course of these events still alive.

#### § 76

(1) If a person was declared dead, it does not exclude evidence that he died sooner or later, or that is still alive. If it is to be alive, to the declaration of death shall be disregarded; marriage or registered partnership but not renewed.

(2) If made false proof of death, paragraph 1 shall apply mutatis mutandis.

#### Section 5

Name and address of the person

Name of man and its protection

#### § 77

(1) Name of man is his personal name and surname, or his other name and maiden name, which by law belong to him. Everyone has the right to use his name in legal transactions, as well as the right to protect their name and the respect for him.

(2) A person who uses a legal contact name other than their own mistakes and bear the consequences of which forms of damage incurred.

#### § 78

(1) A person affected by a questioning of their right to a name or has suffered damage for unauthorized interference with this law, including unauthorized use of names, can claim to be dropped from unauthorized interference or to remove its effect.

(2) If the question is absent, or if missing, can not legally incompetent, or if any other cause to exercise the right to protect their own names, he can apply his spouse, descendant, ancestor or partner, unless the, although it enjoys the full rights given explicitly clear that it wants.

(3) Where an encroachment surname and if the reason for it consists in an important interest in protecting the family, may seek the protection of individually spouse or other person concerned close, although their rights to the name was not directly affected.

#### § 79

##### Pseudonym

(1) One can study for a business or private contact for all to take a pseudonym. Legal proceedings under the pseudonym does not prejudice the validity, it is clear who acted, and not the other party have a doubt about the person acting.

(2) Fits the pseudonym known to enjoy the same protection as the name.

#### § 80

##### Residence

(1) A person residing in the place where he resides with the intention to live there, subject to constantly changing circumstances, such intent may arise from the Declaration or the circumstances of the case. If a person states his residence as a place other than his actual place of residence may

also call each of his actual residence. Against a person who in good faith invoked by that point, one can not argue that his actual residence is in another place.

(2) If a person does not reside, it is for them a place where he lives. If you can not find such a place, or if it can be ascertained only with disproportionate difficulties, it is considered a person of residence where the property or place of residence where he had last time.

## Section 6

### Personality

#### Subsection 1

#### General Provisions

##### § 81

(1) Protected the human personality, including all his natural rights. Everyone is obliged to respect the free decision of man to live on his own.

(2) The protection of life and especially enjoy the dignity of man, his health and to live in a supportive environment, his esteem, honor, privacy and personal nature of his speeches.

##### § 82

(1) A person whose personality has been affected has the right to claim that it was dropped from unauthorized interference or to remove its effect.

(2) After the death of a person may seek protection of his person any of the persons close to him.

##### § 83

(1) relates to unauthorized interference with the human personality with its activities in a legal person, the right to protect his personal use and such person, during his life but only his name and with his consent. If one is able to express the will of the absence or incapacity of judgment, consent is not required.

(2) After the death of a person with a legal person may claim that an unauthorized action was dropped, and to eliminate its consequences.

## Subsection 2

### Form and privacy

#### § 84

Capture the human form in any way so that as shown to determine his identity, is possible only with his permission.

#### § 85

(1) Expanding the human form is possible only with his permission.

(2) If someone agrees to display their image in the circumstances of which it is clear that the dissemination, the consents as well as its reproduction and distribution in the usual way, as he could under the circumstances reasonably be expected.

#### § 86

No person shall interfere with the privacy of another, unless a legitimate reason to. In particular, can disrupt a person without the consent of his private space, to pursue his private life or take about an audio or video recording, or otherwise use such recordings made on the private life of man a third party, or such records of his private life spread. In the same range are protected and private documents of a personal nature.

#### § 87

(1) Who gave permission to use documents of a personal nature, portraits, or audio or video recording or a person related to the manifestations of a personal nature, may withdraw consent, even if granted for a specified period.

(2) If permission was granted for a time be withdrawn without a substantial change in circumstances warrants or other reasonable cause, replace the appellant suffered damage from the person who granted permission.

## § 88

(1) Consent is not required if the portrait or sound or video recording purchases or apply for the exercise or defense of other rights or legally protected interests of other persons.

(2) Consent is not necessary even if, when the portrait, the document of a personal nature or sound or video recording or apply to purchases by law for official purpose or in case anyone publicly heard in matters of public interest.

## § 89

Portrait or audio or visual recording without consent may also take a person or reasonably used also for scientific or artistic purposes and for print, radio, television or similar coverage.

## § 90

The legal ground for invasion of privacy or another to use his likeness, the documents of a personal nature or sound or video recording must not be used unreasonably conflict with the legitimate interests of the man.

### Subsection 3

#### The right to mental and physical integrity

## § 91

Man is untouchable.

## § 92

(1) The human body is under the legal protection after the death of a man. Dispose of human remains and human remains undignified way for the deceased is prohibited.

(2) If human remains deposited in a public cemetery, the issue of their right to the person before his death, a person specifically designated, otherwise gradually his spouse, child or parent, and if any of them or refuse to take the remains , assumes is his heir.

#### The interference with the integrity

##### § 93

(1) In addition to established case law, no person shall interfere with the integrity of another person without his consent granted with the knowledge of the nature of the intervention and its possible consequences. If one agrees that it caused serious injury to the account, this does not apply if the action under all conditions necessary in the interest of the life or health.

(2) The legal guardian can give consent to the intervention in the integrity of the principal, if the direct benefit of the person who is unable to give consent themselves.

##### § 94

(1) Who wants to perform surgery on another man, he clearly explains the nature of this procedure. The explanation is made properly it can be reasonably assumed that the other party to understand the manner and purpose of the procedure, including the expected effects and possible danger to your health, and whether eligible or a different procedure.

(2) If permission is granted for another of his legal guardian, give explanations and to those who should be subjected to the procedure, if capable of judgment, in a manner appropriate explanation of the ability to understand.

##### § 95

A minor who is not fully enjoys the full rights in the common affairs give consent to treatment on his own body also, if appropriate intellectual and volitional maturity of his age and minors in the case of non-marking procedure lasting or severe effects.

##### § 96



(1) Consent to intervene in the integrity must be in writing if it is to be separated by a body part that has been restored.

(2) requires a written form of consent to

a) attempt at a medical man, or

b) procedure, which requires human health, this does not apply in the case of cosmetic surgery or non-marking sustained serious consequences.

#### § 97

(1) The grant agreement may be revoked in any form, even if the consent be in writing.

(2) Unless required for the consent in writing, shall be deemed to have been granted. In the uncertainty whether the consent was revoked in other than written form, it is considered that the withdrawal occurred.

#### § 98

(1) If a person is unable to give consent for the inability to show the will, even if only temporary, and if no legal guardian consent is required to be present spouse, parents or other relatives. If present, none of these persons, the approval of the husband, and if not, the consent of parents or other relatives if they can be easily identified and contacted, and if it is clear that there is no danger of default. If you can not obtain the consent of any of the above may consent another person present, by the person who witnesses an extraordinary interest.

(2) The procedure for approval and taking into account the previously expressed wishes known a man whose integrity has to be affected.

#### § 99

If a man's life in a sudden and appreciable danger and can not consent in an emergency or get in other than fixed form, can intervene immediately if it is for the health of the person concerned is necessary.

#### § 100

(1) To be affected by the integrity of a minor who has attained fourteen years, regained full incapacitation and which seriously contradicts procedure, although the legal representative agrees to an intervention, intervention can not be made without the consent of the court. This is true even if the execution procedure on an adult person who is not fully enjoys the full rights.

(2) does not agree to the legal representative of interfering with the integrity of the persons referred to in paragraph 1, although it wants the person can perform surgery on the proposal or the proposal of the person close to her only with the consent of the court.

#### § 101

To be affected by the judgment, integrity unable intestinal manner permanent, irreversible and serious consequences associated with or as a serious danger to his life or health, surgery may be done only with the consent of the court. This does not affect the provisions of § 99th

#### § 102

Court consent unto the procedure under § 100 or 101, if the person according to the benefit of reasonable discretion, after seeing her with full recognition of her personality.

#### § 103

If there was affected by the integrity of a man who was in a state where he could not judge what was happening to him, and gave himself to consent to treatment, he must be as soon as his condition allows, explained in a way which will be able to understand what procedure was performed on him, and be informed of its possible consequences as well as the risk of non-intervention.

#### Subsection 4

The Rights of Man and listed in the medical device

without his consent

#### § 104

Take a person without his consent to a facility providing health care or him there without his consent can only hold on the ground provided by law and provided that the necessary care to ensure the person can not be milder and less restrictive measures. Seeking restrictions incapacitation does not in itself a reason for a person without his consent to such a device is found or held there.

§ 105

(1) If a person is taken to a facility providing health care or if it held, it shall notify its legal representative, guardian or spouse, and his supporters, or other person close immediately known provider of health services; notification spouse or other close person, however, do not, unless it was prohibited.

(2) Taking into human health care facility providing health care services provider shall notify the court 24 hours, this applies even if the person detained in such facilities. The court decides on arrangements made within seven days.

§ 106

(1) The provider of health services shall ensure that a person taken over to a facility providing health care or boarded in such devices obtained without undue delay a proper explanation of its legal status, because of legal action taken and the possibility of legal protection, including the right to choose an agent or trustee.

(2) Explanation shall be submitted to him man enough to understand and realize the nature of the action taken and its consequences, if such a person the legal representative, guardian or proponent shall submit an explanation without undue delay, also to him.

§ 107

(1) If one agent or trustee, shall notify the provider of health services made by agents or confidant measures without delay after learning of them.

(2) The trustee may apply for the benefit of all humans in his own name his rights arising in connection with his acceptance into the facility or his holdings in such facilities. The same rights as the confidant and supporter.

§ 108

Who was in the facility providing health care or who is taken in it held, has the right to negotiate with his agent, confidant and supporter of their own affairs in person and without the presence of third parties.

#### § 109

(1) A person taken to a facility providing health care or held in such a facility is entitled to his health condition, medical records or statements about the inability of the doctor's judgment and make wishes physician independently reviewed the independent medical service providers in this facility and its operator . The same law also has a fiduciary or proponent.

(2) If the law applied to the examination before the court decides in accordance with § 105, paragraph 2, shall be given his performance so that the court could evaluate the results of the review proceedings on the admissibility of the action taken.

#### § 110

If the court ruled on the admissibility of measures taken, approved by the forced stay in a facility providing health care, however neodnímá right to refuse a particular treatment or therapeutic performance.

#### Subsection 5

#### Dealing with human body parts

#### § 111

(1) A person who has been deprived of part of the body has a right to know how it was loaded. Withdrawn to deal with human body parts for humans undignified manner or in a manner endangering the public health is prohibited.

(2) are removed from the body of a man in his lifetime can be used for medical purposes, or scientific research, have given consent. The use of human body parts have been removed for the purpose of the unusual nature requires the express consent of all times.

(3) about what has its origin in the human body, mutatis mutandis, what about the parts of human body.

## § 112

One can leave part of your body to another only under conditions set by other legislation. This is not the case with a similar hair or body parts that can be painlessly removed without anesthesia, which is naturally restored, you can leave the other as a reward and it shall be regarded as a movable thing.

### Subsection 6

#### Protection of human body after death of man

## § 113

(1) A person has the right to decide how it will be dealt with after his death with his body.

(2) Perform an autopsy on the body or use a dead man for the needs of medical science, research or educational purposes without the consent of the deceased can be only if so provided by other law.

## § 114

(1) A person is entitled to decide what has to have a funeral. Leave the decision about the explicit, decide the deceased husband's funeral, and if not him, the deceased children, if not them, then the parents and decide if there are, the deceased siblings, if they do not live, then choose their children and if not them, then any of the next of kin, if not none of these people, then decides the municipality in whose territory a person died.

(2) costs of funeral and burial arrangements shall be paid from the estate. If the estate is insufficient to cover the funeral costs of the way, what the deceased wanted to be buried at least a decent manner according to local custom.

(3) Other legal regulation stipulates how and at whose cost will be buried man whose estate to cover funeral expenses and not enough unless one is willing to pay funeral costs voluntarily.

## § 115

If a person dies without apparent consent to autopsy or by using your body after death, manner pursuant to § 113, applies that to carry out autopsies or such use of his body disagrees.

#### § 116

Who agrees that after his death, his body anatomy, or a use according to § 113, writes an opinion in the register maintained under another law, this agreement is reflected in public documents, or to the provider of health services providers to this effect.

#### § 117

Consent to autopsy or by using your body after death for the needs of medical science, research or educational purposes may be appealed. Revoke the consent of a person in a medical facility, a statement may do so in writing.

### Part 3

#### Legal entities

#### Section 1

#### General Provisions

#### § 118

A legal entity with legal personality from its inception to its demise.

#### § 119

Legal persons must maintain reliable records of their financial circumstances, even if they are not obliged to keep accounts under other legislation.

#### Public Register of Legal Entities

#### § 120

(1) The public register is a legal person writes at least one day of its establishment, the date of cancellation, stating the legal grounds and the day of her disappearance, as well as the name, business address and business activities, the name and residence address of each member of the Board together including the manner in which this body represents a legal entity, and data on the incorporation date or termination of their functions.

(2) Other law provides what the public registers of legal entities legal entity entered into them and how, or other information to them on legal persons registered, and both of them deleted, or whether it is part of public records collection of documents. Public registers of legal entities are accessible to everyone, everyone can look into them and make notes on them, or copies of copies.

(3) a change in fact registered, notify the registered person or the person who is required by law, change without delay to the person who leads a public register, and that this change in the public register without undue delay registration.

#### § 121

(1) A person who is legally důvěřujíc data entered on the public register, not the person whose registration is concerned, the right to say that registration is not true.

(2) If a written statement published in the public register, can not nobody after fifteen days from the publication of the call that the published data could not know. Does not correspond to published data as recorded data can not be the one to whom the data relates to another person call the published data, however, if he proves that it was written in the known data may argue against it, that the published data is not registered.

#### The establishment and the creation of legal entities

#### § 122

Legal persons can establish the founding legal act, law, public authority decision or otherwise, which provides another piece of legislation.

#### § 123

(1) founding legal act determines at least the name, address legal entities, objects, what is the legal entity statutory body and how it is created, unless the law directly. Determine also who are the first board members.

(2) For the founding legal act must be in writing.

#### § 124

Unless if it is at what time the legal person constituted, are to be established for an indefinite period.

#### § 125

(1) more founders establishing a legal entity by adopting statutes or concluding a contract.

(2) The Act specifies in which cases can be a legal entity set up by the legal acts of a person contained in the Memorandum of Association.

#### § 126

(1) A legal entity created by entry in a public register.

(2) If a legal entity established by law, there is the date of its effectiveness, unless the law specifies a later date.

(3) The law provides for other cases in which registration is not required in the public register of the entity. The Act stipulates in which cases to establish or to the creation of legal entities required public authority's decision.

#### § 127

For a legal person may act on its behalf before its start. Who is this, this meeting is entitled and obliged himself, in the case several persons are entitled to and be bound jointly and severally. A legal entity may conduct these effects for themselves within three months from its inception to take over. In this case, it is entitled to these negotiations, and committed from the beginning. If it takes over, gives other interested know that it has done so.



## § 128

After the establishment of a legal person can not be sought to establish that there was, and therefore can not cancel its registration in a public register.

## § 129

- (1) The Court shall declare a legal entity after its inception, void of its own motion, if
- a) legal proceedings founder missing
  - b) Memorandum of legal negotiations, the essential requirement for the legal existence of a legal person,
  - c) all acts contrary to the founders of § 145 or
  - d) a legal person established less people than to do so by law required.

(2) The date on which the legal person is declared invalid, it shall enter into liquidation.

## § 130

Prior to a decision under § 129 the court shall give a legal entity reasonable time to remedy, if it is a defect that can be removed.

## § 131

Declaration of invalidity of the legal person does not affect the rights and obligations, which acquired.

## Name

## § 132

- (1) On behalf of the legal entity is its name.
- (2) Name of legal entity must be distinguished from another person and indicate its legal form. The name can not be deceptive.

### § 133

(1) The name can contain the name of the person to which the legal entity has a special relationship. If a person is alive, you can use his name in the name of the entity only with his consent, if he died without having given consent requires the consent of his spouse, and if not, the consent of an adult child, and unless he consent ancestor.

(2) If the name of the entity and the name used when the reason for it consists in an important interest in protecting the family, the § 78 paragraph 3 accordingly.

(3) Who has the right to give consent to the use of names of people in the name of the entity has the right to revoke it at any time, even though it granted to a specified period if it has been agreed otherwise, be taken into account to justify the withdrawal of consent substantial change in circumstances or other good cause. If consent was granted for a time suspended, without a material change of circumstances warrants, or other reasonable cause, replacing invoking a legal entity of the damage caused.

### § 134

(1) Name of legal entity may contain a distinctive element of the name of another legal entity, if the reason for it in their mutual relationship. In this case, the public must be able to sufficiently distinguish both names.

(2) Symptomatic element name of another legal entity name can not be used without her consent. The provisions of § 133, paragraph 3 shall apply mutatis mutandis.

### § 135

(1) A legal person who was affected by his right to challenge the title or who has suffered injury to unauthorized interference with that right, or which threatens such harm, especially unauthorized use of the name, can claim to be dropped from unauthorized interference or to be removed its effect.

(2) belong to the same protection against legal person who, without lawful reason, dates back to its reputation or privacy, unless it is a scientific or artistic purposes or for print, radio, television or similar coverage, nor shall such action shall not be inconsistent with legitimate interests of legal persons.

## § 136

### Seat

(1) The establishment of a legal person is determined by its seat. If not disrupt peace and order in the House, the headquarters may be in the apartment.

(2) Write to the legal person in a public register, it is sufficient if the founding legal act the name of the village, which is the seat of a legal entity in the public register, however, a legal person proposes to enter the full address of registered office.

## § 137

(1) Anyone can call the head office of legal entity.

(2) against a person who invokes the registered office in the public register, a legal person can not argue that it has its registered office in another location.

### Transfer of registered office

## § 138

(1) A legal entity having its registered office abroad, it may transfer its registered office in the Czech Republic. This does not apply if the law does not permit the State where the legal entity has its registered office or as a legal person prohibited by § 145th

(2) A legal person who intends to transfer its headquarters in the Czech Republic, attached to the application for registration in the relevant public register of decisions about what legal form chosen by the Czech legal entities, and founding legal act required by Czech law for this form of legal entity .

(3) internal legal relations of the legal entity after the transfer to the country governed by Czech law. Czech law governing the liability of its members and members of its organs or for the debts of legal entities, if incurred after the effective date of the transfer to the country.

## § 139

A legal entity that has a seat in the Czech Republic may move their headquarters abroad, if not contrary to public order and if allowed by state law, which has to be the seat of a legal entity transferred.

#### § 140

(1) A legal person who intends to transfer its registered office abroad, to publish this intention with the address of the new headquarters and legal form after the transfer at least three months before the anticipated date of transfer. Creditors have the right to require sufficient security for his debts yet non-mature within two months of publication, if there after the transfer to the deterioration of the collectability of receivables in the Czech Republic.

(2) If no agreement on the manner and extent of ensuring good decision on the detention and trial of its range with regard to the type and amount of the claim. Does not provide security if the legal entity under a court decision, shall be liable for debts that have not been secured, board members, except those who prove that they made sufficient efforts to make the decision has been met.

#### § 141

(1) Members of a legal person to the relocation of headquarters abroad, objected, has the right to terminate membership in a legal entity with effect from the transfer. A member of the legal person at the right of termination settlement, the entity must provide it with the performance later than the effective date of transfer. To fulfill this obligation shall be liable board members.

(2) For debts incurred before the effective date of the transfer, guarantees legal persons and members of its statutory authority as well as before the transfer abroad.

#### § 142

The transfer is effective the date of registration of his address to the relevant public register.

#### § 143

For setting up and moving corporate offices are § 138 to 142 accordingly.

The purpose of corporate

#### § 144

(1) A legal person may establish in the public or private interest. This is considered the nature of the principal activity of legal entities.

(2) The Act provides for purposes to which the legal entity can be established only under specific conditions.

#### § 145

(1) shall be prohibited to establish a legal entity whose purpose is a violation of law or achieve a goal illegally, especially if its purpose

- a) the denial or restriction of personal, political or other rights of persons of their nationality, gender, race, origin, political or other opinion, religion and social status,
- b) incitement of hatred and intolerance,
- c) promotion of violence or
- d) control of public authority or public administration without legal authorization.

(2) prohibited to establish a legal entity or the armed forces, unless it is a legal entity established by law, which law or the creation of armed forces specifically allows or requires or legal person who uses the weapon in connection with its business by other legislation or a legal person, whose members hold or use guns for sporting or cultural purposes or for hunting or for the performance of duties under other legislation.

#### Public utility

#### § 146

Public benefit is a legal entity, whose mission is to contribute in accordance with the founding legal act by its own activities to achieve the common good, when deciding on legal persons have a significant effect only blameless person, if the acquired assets from bona fide sources, and if economically used his fortune to publicly beneficial purpose.

#### § 147

Publicly-profit legal person is entitled to register the status of public benefit in a public register if they meet conditions set by other legislation.

§ 148

If the register in the public status of public utility, it erases the one who leads a public register if the legal person status of public benefit yields, or if the withdrawal of the court. Deletion from the public register of public benefit status expires.

§ 149

Court to withdraw the status of public utility shall, on application of the person on it has a legal interest, or its own motion if the entity no longer meets the conditions for its acquisition and lack of challenge or the court does not remove within a reasonable time.

§ 150

Only a legal person, the public benefit status is recorded in the public register has the right to state in its name that the public good.

The authorities of legal entities

§ 151

(1) The Act provides the legal foundation or negotiations will determine how and to what extent the board members of the legal person for her decisions and replace her will.

(2) bona fide members of the institution legal person is added to a legal person.

§ 152

(1) A legal entity, created by the authorities of one member (individual) or more members (collective).

(2) An individual who is a member of the legal person, who is the office of elected, appointed or otherwise called (hereinafter "member elected body") must be fully enjoys the full rights. This also applies to a legal representative who is the elected body of the members of another legal entity.

(3) If a legal person, the main activity of minors or persons with limited legal capacity and, if not the main purpose of a legal person enterprise, the founding legal proceedings to determine that an

elected member of the collective body of a legal person may be a minor or a person with limited legal capacity .

#### § 153

(1) A person whose decline was witnessed, may become a member of the elected body, if announced in advance to anyone who calls her to function, it does not apply if the termination of the insolvency proceedings have passed at least three years.

(2) If the decline witnessed a person who is a member of an elected body, it shall notify such person without unnecessary delay to the person who called her to function.

(3) If no notice, may demand any person who has the legal interest to a member function of the elected body appealed the court. This is not decided if the person who called body member chosen, after a certificate of bankruptcy of that person know that he remain in office.

#### § 154

A member of the elected body of a legal person or other legal entity shall authorize a natural person to represent it in the body, or a legal person represented by a member of its statutory authority.

#### § 155

(1) If a member elected body called the one who would therefore not eligible under the Act, looks at his profession to a position, as would have happened. If a member loses the elected body for their profession to the position of legal capacity to be a member elected body, its functions shall cease; cessation of a legal person shall, without undue delay.

(2) Search is made to calling people to the office of a member elected body as if it happened, or if the occupation is invalid, it does not affect the rights acquired in good faith.

#### § 156

(1) If a collective body, decides on matters of a legal person in the congregation. It is able to pass resolutions in the presence or participation of other members and the majority of decisions by majority votes of the members.

(2) In cases where individual members of the body is divided according to certain fields, the provisions of paragraph 1 shall not apply. The division does not relieve the other members of the scope of the obligation to oversee how the issues are legal persons managed.

#### § 157

(1) If the decision is taken, recorded at the request of a member elected body that the proposal contradicted his divergent view.

(2) If the proposal is adopted for non-participation of a member, that member is entitled to know its content.

#### § 158

(1) founding legal act may provide for the ability of a quorum, a higher number of attendees, ask for a decision to a higher number of votes or a procedure, which can alter decision-making body.

(2) founding legal act may permit decision-making body outside the meeting in writing or through technical means.

(3) founding legal act can determine that in case of equality of votes in the decision-making body elected by the vote of the legal person presiding.

#### § 159

(1) Whoever welcomes a member elected body agrees that it will perform with the necessary loyalty with the necessary knowledge and care. It is understood that he was acting recklessly, who is the able care and diligence, although it had to find acceptance in the office or in the exercise, and it would not draw the consequences for themselves.

(2) Members elected body functions, personally, this does not preclude any member authorized by the individual case of another member of that authority to him for his absence when they voted.

(3) If a member did not replace the elected body of legal entity damage that it caused the breach in the performance, although he was obliged to replace the damage, the lender a legal person is liable for its debt to the extent that they did not replace the damage, if the lender performance in a legal entity can not be enforced.



## § 160

If a member resigns elected body statement from his office received a legal person terminates the expiration of two months from the reception of the statement.

### Acting on behalf of legal person

## § 161

Who represents the legal person, demonstrating what entitles him to do, if it does not follow from the circumstances already. Who signs a legal person, its name attached to his signature, or an indication of its function or its working position.

## § 162

Represents the legal person, a member of its authority under enrolled in a public register, you can not argue that legal entity has not adopted the necessary resolutions, the resolution was invalid, or a member of a resolution adopted by the breach.

## § 163

Statutory body shall comprise all of the powers the founding legal act, law or public authority's decision entrust to another body of a legal person.

## § 164

(1) A member of the Board may represent the legal person in all matters.

(2) belongs to the scope of the statutory body to more persons form a collective statutory authority. Unless the founding legal act, as its members represent the legal person does so each member individually. If required by the founding legal action to ensure that board members act together, a member of a legal person represented separately as an agent, but if it was authorized for a particular legal action.

(3) Where a collective entity with statutory authority staff member shall designate one of the statutory authority of the legal actions against employees, otherwise this responsibility exercised by the President of the Board.

#### § 165

(1) has the statutory authority sufficient number of members needed to decide on a proposal called the person who proves a legal interest, absent members on trial for new members before they called the procedure specified in the founding legal act, otherwise the court appoints a guardian legal entity, and even its own motion, at any time about it in their actions known.

(2) The court shall appoint a guardian legal entity, even without a petition, if the interests of a statutory authority to be contrary to the interests of legal entity and has no legal entity to another member body able to represent it.

#### § 166

(1) A legal person representing the employees in the normal range due to their location or function, while the state decides how it appears to the public. What is provided on behalf of an employee of a legal person, shall apply mutatis mutandis to represent a member of the legal person or member of an institution is not on the public register.

(2) Limitation of authority zástupčího internal regulation of a legal person shall have effect against a third party only if it had to be known.

#### § 167

A legal person is obliged offense, in which the performance of their duties committed member chosen institution, or other employee of its representative against a third party.

#### Repeal of legal entities

#### § 168

(1) A legal person shall be repealed legal acts, the expiry date, by a public authority or achieving the purpose for which it was established, and for other reasons specified by law.

(2) A voluntary winding-up its legal entity decided by the competent authority.

#### § 169

(1) After the abolition of the legal person's liquidation is required, unless all of its assets shall become the legal successor, or be otherwise provided by law.

(2) does not follow the rule of considering the abolition of legal entities, whether the interference with or without liquidation, are to be liquidated.

#### § 170

Who decided to cancel the liquidation of a legal person, may alter the decision, while still not meet the purpose of liquidation.

#### § 171

With the liquidation of the legal entity is deleted

- a) expiration of the period for which it was established,
- b) attainment of the purpose for which it was founded,
- c) the day designated by law or legal act to abolish the legal person, or the date of effectiveness or
- d) the date of the decision by a public authority, unless the decision is later.

#### § 172

(1) upon the motion of the person on a legitimate interest, or its own motion, revoke a legal person and shall order its liquidation, if

- a) illegal activity develops to such an extent that it seriously disrupts public order,
- b) no longer meets the conditions required for the establishment of the entity by law,
- c) no more than two years the statutory body able to adopt resolutions or
- d) as required by law.

(2) If the law allows the court to cancel because of a legal person, which can be removed before a court decision set a reasonable deadline to remedy deficiencies.

#### § 173

(1) shall be repealed if a legal person when the conversion is hereby repealed without liquidation effective date of conversion.

(2) Where a certificate has been the decline of legal persons shall be deleted without deleting bankruptcy liquidation after the fulfillment of the resolution or cancellation of bankruptcy because the property is totally inadequate, however, enters into liquidation, however, if the insolvency proceedings after some property.

#### Conversion of legal entities

#### § 174

(1) converting a legal entity of the merger, division and change of legal form.

(2) A legal entity may change its legal form, only when provided by law.

#### § 175

(1) Who decided to transform the legal entity, the decision to change until the change becomes effective.

(2) When becoming an effective transformation of a legal person can not choose to avoid that, or express an invalid legal act that led to the conversion, and can not cancel the registration of conversion into a public register.

#### § 176

(1) The conversion must be set the record date, by which the acts of dissolving the legal person shall be treated for accounting purposes as being those made on behalf of that entity.

(2) The day preceding the record date shall establish the merging legal person or legal entity divided by splitting the final accounts. The decisive day successor establish a legal person or legal entity divided by splitting the opening balance sheet.

§ 177

(1) conversion efficiency of a legal person entered in a public register from the date of registration in a public register. In this case, the effective date so that preceded the date of filing the application for registration of conversion into a public register of more than twelve months.

(2) If the person entered in the register in the various districts shall submit the application for registration of conversion in any of them and the public authority shall enter into a public register of all the facts to be recorded on the same day.

§ 178

(1) The merger is going merger or fusion of two of the participating legal entities. Merger or amalgamation shall be deemed to transfer the activities of the employer.

(2) The merger of at least one of the interested parties shall cease; rights and obligations of the dissolved osob pass to one of the interested parties as to the successor corporation.

(3) The merger shall extinguish all interested parties and in their place, a new legal person as a person acquiring, for her, the rights and obligations of all the acquired entities.

§ 179

(1) Legal person splitting divides the formation of new legal entities, or distributes, while mergers with other legal entities (hereinafter referred to as "division by acquisition"). A legal person may establish and splitting or combining multiple methods of distribution. Distribution of the merger, divestment and other forms of distribution are considered as transfer of employer activity.

(2) If the division of legal person ceases to be distributed and its rights and obligations are transferred to several corporate successor, then

a) If the division of the acquiring legal person involved as a person existing, it is a splitting of the merger,

b) if the acquiring legal entity until the division result, it is a split in the formation of new legal entities.

(3) The division of a legal entity by splitting the distribution entity does not interfere with, or extinguished, but the allocated portion of its rights and obligations transferred to existing or newly formed successor person.

## § 180

In the cases referred to in § 179 paragraph 2 or 3, the competent authority of the legal persons who are employees of the acquired legal entity will become employees of various corporate successor.

## § 181

Merge and split can be legal entities with different legal form only if so provided by law.

## § 182

Running the transformation of the legal person's assets to the acquiring legal entity and if required under another law of public authority consent to transfer of rights and obligations, such consent is required as well as transformation of legal entities.

## § 183

(1) A change of legal form shall not cease to disturb or legal person whose legal status is changing, only the Council's legal situation, and if it is a corporation, the legal status of its members.

(2) If the day on which a copy of the draft agreement or the decision to change the legal form of the balance sheet date under any other law, establish a legal entity to this day interim financial statements. The data from which financial statements have been prepared on the day of processing changes of legal form, shall not precede the date of the decision of the legal entity change of legal form more than three months.

## § 184

(1) The conversion of a legal entity established by law can decide if the law expressly provides.

(2) The transformation of legal persons established by public authority decides that authority.

Termination of legal entities

§ 185

A legal entity registered in a public register shall expire on the cancellation of a public register.

§ 186

A legal entity that is not subject to registration in a public register, expires end of the liquidation.

Liquidation

§ 187

(1) The liquidation of assets of the canceled deal is a legal entity (the essence of liquidation), creditors settle debts and dispose of the net asset balance, which results from liquidation (winding-up the balance), according to law.

(2) A legal person shall enter into liquidation on the date it is revoked or declared invalid. Enter the legal person registered in a public register of liquidation, the liquidator proposed without undue delay entry into liquidation in the public register. During the liquidation of legal entity uses its name followed by "in liquidation".

§ 188

Enter the legal person's liquidation, it may under no legal act outside the scope provided for in § 196, since they are the entry into liquidation or learned about it when it should and could learn.

§ 189

(1) When entering into liquidation authorized by the competent authority of the legal person, liquidator, the liquidator may only be qualified to be a member of the Board. Termination of the liquidator before the dissolution of the legal person authorized by the competent authority of a legal person without undue delay of a new liquidator.

(2) If a legal person in liquidation and the liquidator was called in to carry on its scope all board members.

## § 190

If the liquidation of a legal person summoned several liquidators, form a collective body.

## § 191

(1) A legal person that has entered into liquidation, was called without the liquidator pursuant to § 189, the court appoints a liquidator, even without a petition. The court appoints a liquidator in the event that he decided to cancel the legal person.

(2) At the request of the person on a legitimate interest, appeals court liquidator who fails to fulfill its duties properly, and appoint a new liquidator.

(3) Unless another proposal submitted or not to grant the petition, the court in the procedure under paragraph 1 or 2 appoint liquidator without the consent of a statutory authority. Such a liquidator can not resign. However, it may request the court to absolve his functions, he proves that he can not be reasonably required to perform the function.

(4) If you can not even appoint a liquidator pursuant to paragraph 3, appointed by the court of the persons included in the list of insolvency administrators.

## § 192

Liquidator appointed by the court, the liquidator will provide third party assistance to the same extent that they are obliged to provide it to insolvency administrators.

## § 193

The liquidator is effective statutory body at the moment of his career. For proper performance of the liquidator is responsible as well as a member of the Board.

## § 194

Only a court may remove a liquidator from office, which functions to named.



§ 195

Remuneration and its method of payment determined by the liquidator, who called him.

§ 196

(1) Operation of a liquidator can watch only purpose, which corresponds to the nature and purpose of disposal.

(2) It took the legal person or heritage link with the condition, inclusion of time or order, the liquidator shall comply with these restrictions. However, if the entity has received earmarked funds from public budgets, the liquidator of such funds as decided by the institution which furnished the liquidator proceeds similarly, if the entity received funds earmarked to achieve beneficial public purpose.

§ 197

The liquidator in the liquidation process will satisfy priority claims by employees, this does not apply if the entity in bankruptcy.

§ 198

(1) The liquidator shall enter into a legal entity liquidation to all known creditors.

(2) The liquidator shall make available without undue delay, at least twice with at least two weeks apart notification under paragraph 1, together with a call for creditors to register their claims within a period of not less than three months from the second publication.

§ 199

(1) The liquidator shall establish the date of entry into liquidation legal entity opening balance sheet and an inventory of assets of legal entities.

(2) The liquidator shall pay the costs against the property list each creditor who so requests.

## § 200

If the liquidator in the liquidation of the legal person is bankrupt, he shall without undue delay insolvency petition unless it is a case under § two hundred and first

## § 201

(1) If this is the case under § 173, paragraph 2 and the winding nature is not sufficient to meet all debts, the liquidator shall pay the proceeds in the first group of costs of liquidation, the second group of the balance to satisfy employees' claims and then paid in the third group pohledávky other creditors.

(2) If you can not fully settle the claim in the same group, are quite satisfied.

## § 202

(1) Failing within a reasonable time the liquidation monetize essence, equates liquidator proceeds from the partial costs and claims priority from the first and then the other group, if possible, without prejudice to § 201 paragraph 2 After creditors claims adjuster will offer the third group to take the essence of the liquidation to pay debts.

(2) Failing within a reasonable time to monetize the winding nature or in part, or if they are not part of the proceeds of the claim first and second groups are equalized, the essence of the liquidation the liquidator will offer to take over all creditors.

(3) A creditor who has been offered the essence of liquidation under paragraph 1 or 2 and two months to offer silence, the offer accepted, this effect does not occur if it did not learn about the liquidator in the menu.

## § 203

(1) Creditors who take the essence of liquidation, each share belongs to the specified proportion of their claims, the rest of their assets disappear.

(2) refuses to participate any of the creditors to take over the liquidation of substance, his claim shall be considered as terminated. This does not apply if it is subsequently found property unknown entity.

## § 204

(1) Refuse to all creditors to take the essence of the liquidation, winding-pass nature of the legal person on dissolution of the State, the liquidator without undue delay notify the competent authority under another Act.

(2) Notwithstanding § 201 to 203 belong to the creditor, which under the law of another secured creditor, the satisfaction of certainty that its claim was secured. If the secured creditor so fully satisfied in his claim, he belongs in the rest of performance under § 201 to 203rd

## § 205

(1) When the liquidator completes all of the foregoing disposition or liquidation balance transfer nature of the liquidation under § 202 or § 204 in accordance with the notice, it shall prepare a final report on the liquidation process, indicating at least as loaded with winding nature, and where appropriate proposal the use of liquidation value. On the same date the liquidator shall draw up financial statements. Liquidator to the financial statements attached signature tag.

(2) The final report, a proposal to use liquidation value and financial statements submitted for approval by the liquidator, who called him to function. He who became the receiver under § 189, paragraph 1, shall submit a final report, a proposal to use liquidation value and financial statements to the authority of a legal person who has powers of dismissed it, or scope to control. If no such authority, the liquidator shall submit the following documents and proposals for approval by the court.

(3) deletion of the legal person of public records does not have not been approved by the documents referred to in paragraph 1

## § 206

(1) are not satisfied until the rights of all creditors, their claims are signed up in time under § 198, be paid in proportion to the liquidation or in the form of advances or otherwise use.

(2) If the claim is disputed, or if not already paid, the remaining assets may be used only if the creditor is given sufficient certainty.

## § 207

Disposal of end use liquidation value, taking the winding nature of the creditor, or its rejection. The liquidator shall within thirty days of the liquidation proposal for cancellation of the legal entity of public records.

#### § 208

If it is before the deletion of a legal person from the public register of its hitherto unknown property or if the need for other necessary measures to end the liquidation and the liquidator settles the property or take other necessary measures. Upon completion of these negotiations proceed under § 205 to 207, the provisions of § 170 shall not apply.

#### § 209

(1) If the property is unknown legal entity after its removal from public records or if the other interest worthy of legal protection, upon the motion of any person proving a legal interest, revoke cancellation of a legal person, decide on its liquidation and appoint a liquidator . Who maintains a public register in accordance with this decision it writes restore legal entity that is in liquidation and the liquidator of the data. Since the restoration of the legal person look as though they had ceased to exist.

(2) If the legal person restored due to the detection of unknown property to revert to the unfulfilled claim to the creditors.

### Section 2

#### Corporation

##### Subsection 1

##### Generally, the corporations

#### § 210

(1) Corporation as a legal person creates a community of persons.

(2) A legal entity formed by a single member is treated as a corporation.

## § 211

(1) The corporation may have a single member, if permitted by law. In this case, the only member of the corporation in its own will not terminate the membership, unless as a result, in its place a new person enters.

(2) If the number falls below the number of members of the corporation established by law, the court's own motion be canceled and held for disposal. First, however, it will provide reasonable time to remedy the situation.

## § 212

(1) accepting membership in the corporation, the member agrees to her to behave with integrity and maintain its internal order. The Corporation shall not unreasonably discriminate in favor of its members and must not penalize saving his membership rights and legitimate interests.

(2) misuse by any member of a private corporation the right to vote to the detriment of the whole, the court shall decide on the proposal of a legitimate interest that that member to vote for a particular case can not be disregarded. This right shall expire, unless the application is filed within three months of when the abuse occurred voice.

## § 213

Damages to the member corporation or a member of her body in a way that establishes its obligation to pay and who were damaged and another member of the corporation on the value of their participation, and seeks to be just compensation for the member, the court pests without a specific proposal to impose just replace the damage caused Corporation, where justified by circumstances of the case, especially if it is sufficiently clear that such measures and compares the damage to the degraded participation.

## Subsection 2

### Association

## § 214

(1) At least three people driven by a common interest may give rise to the fulfillment of self and society as a voluntary association of members and associate with it.

(2) Creates the associations of common interest to implement a new club as their union, expressed in the name of the new Federal League's nature.

#### § 215

(1) No person shall be compelled to participate in the league and should not be prevented anyone speak of him.

(2) The members of the association is not liable for its debts.

#### § 216

Name of association must contain the words "association" or "registered association" will suffice, however, the abbreviation "SD".

#### § 217

(1) The main activities of the association can only be satisfying and protecting the interests of society whose fulfillment is based. Business or other gainful activities of the main activities of the association can not be.

(2) In addition to the main club activities can also develop secondary economic activity of business or profession, if its purpose in supporting the core business or in the economical use of Federal property.

(3) Income from business association can only be used for club activities including management of the league.

#### Establishment of association

#### § 218

The founders set up an association to agree on the content of the statutes; statutes contain at least

a) the name and address of the association,

- b) the purpose of the league,
- c) the rights and obligations of members to the association, or determine how they will be the rights and obligations arise
- d) determination of the statutory authority.

#### § 219

Articles of association may establish a branch as an organizational unit or association to determine how society establishes a branch which authority decides on the establishment, cancellation or conversion of branch association.

#### § 220

(1) If they stipulate that membership is a different kind, also defines the rights and obligations associated with different types of membership.

(2) Limit or extend the rights obligations related to some kind of membership is only under conditions specified in the articles in advance, otherwise the consent of a majority of the members. This does not apply, if the association to limit the rights or obligations extending just cause.

#### § 221

The articles must be stored in full in the seat of the League.

#### Constituent Meeting

#### § 222

(1) The association may establish and order of the constituent meeting of the formation of the league. At the constituent meeting shall apply mutatis mutandis the provisions of the membership meeting.

(2) prepare draft statutes and other persons interested in the establishment of the association shall convene as appropriate to the inaugural meeting convener. The accuracy and completeness check the attendance list convener or his delegate.

## § 223

Anyone who arrives at the opening meeting and is eligible for membership in the League shall be entered in the attendance list, signed with the indication of its name and domicile or residence. The accuracy and completeness check the attendance list svolatel or his delegate. It is true that persons registered in the present Charter filed the proper application to the league.

## § 224

(1) The constituent meeting starts convener or his delegate. It shall inform the inaugural meeting number present and familiar with the negotiations by which the convener in the interest of the league has taken. In addition, proposed rules for the inaugural session of the negotiations and select the chairperson and any other officials.

(2) The constituent meeting elects the members of those bodies, as determined by the law and constitution has to choose.

(3) Constitutive Meeting adopts resolutions by a majority vote present at the time.

(4) who voted against the adoption of the draft statutes, require the application to terminate the association. The fact must be made entry in the present document bearing the signatures of the outgoing and the one who made the recording.

## § 225

Subscription constituent meeting at least three people to approve the statutes under § 218th

## The emergence of the league

## § 226

(1) The association occurs on registration in a public register.

(2) The application for entry into the league's founders made a public register or a person appointed by the constituent meetings.

(3) If the association entered in the register within thirty days of filing the application for registration and if in that period, or a decision to refuse registration, it is a society registered in the public register on the thirtieth day after the submission of the proposal.



## § 227

If society continues to operate even after his entry in the register rejected, the provisions relating to the company.

## Branch Association

### § 228

(1) The legal personality of branch association is derived from the legal personality of the main league. Branch association may have rights and responsibilities and take them to the extent specified by the Articles of Association headquarters and registered in a public register.

(2) Name of branch association must contain the name of the main distinctive element of the association and to express his property of branch association.

### § 229

(1) Branch Association begins on the day registration in a public register.

(2) The application for registration of branch association in the public register provides the main club.

(3) If the decision on registration or refusal to issue, within thirty days of filing the application for registration shall be considered as a branch association registered in the public register.

(4) The meetings of the association of branch arose before the date of its registration in a public register is the main association is entitled and bound jointly and severally with branch association. Date of registration of branch association in a public register shall be liable for the debts of the main association of branch association to the extent determined by regulation.

### § 230

(1) The repeal is repealed Association headquarters and branch association.

(2) The association does not expire before they expire all auxiliary associations.

### § 231

By acquiring the status of public benefit association for major gain this status and auxiliary associations. Waive its right to the main status of public benefit association, or if he is removed, it shall cease and auxiliary associations.

#### Membership

##### § 232

(1) Unless the statutes provide otherwise, attaches to membership in the League member and the person does not pass to his successor.

(2) is a member of the association a legal entity, it represents a statutory body, unless the legal entity shall designate another representative.

##### § 233

(1) After the establishment of the association membership may result in him admission to membership or any other manner determined by the statutes.

(2) Who has applied for membership in the league, it shows willingness to be bound by the statutes, since they will join the league.

(3) The admission of a member decides authority designated by the statutes, or the highest authority of the league.

##### § 234

It is believed that the emergence of the branch membership and membership association created in the main league, this also applies to termination of membership.

##### § 235

The statutes may determine the amount and payment of membership fee or designate, the authority shall determine the amount of association membership fee and maturity and how.

##### § 236

## Members List

(1) leads the list of guild members, the statutes shall determine the place in the member list entries and removals of persons to membership in the league. The articles shall determine how the list made available to members, or that will not be disclosed.

(2) Each member, including the former, at his request, receive from the league at his expense confirmation with a list of members list containing information about yourself or confirm that these data have been deleted. Instead of a deceased member, may ask for confirmation of his spouse, child or parent, and if none of them can ask for issuing a certificate or other person close to the heir when they show an interest worthy of legal protection.

(3) A list of members can be published with the consent of all members who are enrolled in it, the publication of an incomplete list of members must be made clear to him that is incomplete.

## Termination of Membership

### § 237

Membership in the league expires resignation, exclusion, or other means provided for in the statutes or the law.

### § 238

Unless the statutes provide otherwise, membership terminates if a member fails to pay the membership fee or a reasonable period for an additional club in the invitation to pay, although this result was notified in the invitation.

### § 239

(1) Unless the statutes provide otherwise, may expel a member association, which seriously infringed the obligations arising from membership within a reasonable time rectify the call even after the league. The challenge is not required, can not atone for breach or cause the association particularly serious injury.

(2) The exclusion shall be delivered to the expelled member.

§ 240

(1) Unless the statutes provide otherwise, a member may appeal a decision of a statutory body.

(2) Unless the statutes provide otherwise, a member may submit a proposal for exclusion in writing by any member, the application shall state the circumstances proving grounds for exclusion. A member against whom the proposal is directed shall have the opportunity to explain a proposal to meet, ask for his explanation and state and prove all he is good.

§ 241

(1) A member may, within fifteen days of receipt of the decision in writing to propose that the decision to exclude arbitration panel review, unless the statutes designate another authority.

(2) The competent authority shall revoke the decision to expel a member, the exclusion is contrary to law or the statutes, the decision to expel a member may withdraw in other justified cases.

§ 242

That member may, within three months of receipt of the final decision of the association of its exclusion request the court to rule on the invalidity of exclusion, otherwise the right expires. Unless his decision is issued, the member may submit a proposal within three months from the date on which it learned about it, but no later than one year from the date on which the decision after the termination of his membership of the exclusion in the list of members, otherwise the right expires.

Tour Association

§ 243

Authorities Association is a statutory body and highest authority or control commission, the arbitration committee and other bodies specified in the statutes. Articles of Association may call any authorities, waking up to the misleading impression as to their nature.

§ 244

Statutes shall determine if the statutory collective body (committee) or individual (Chairman). Unless the statutes provide otherwise, elect and dismiss members of the statutory authority of the supreme body of the league.

#### § 245

The resolution meeting of members or other authority which is contrary to good morals or modifies statutes so that their content contradicts donucujícím provisions of the Act, is regarded as if it was not adopted. This is true even if the resolution was adopted in the matter of which that authority has competence to decide.

#### § 246

(1) Unless the statutes mandate of the members elected bodies of the league, this period is five years.

(2) Unless the statutes provide otherwise, members of elected bodies of the association, whose number has not fallen below half, substitute co-opt members to the next meeting of the authority responsible for election.

(3) Unless the statutes provide otherwise, for convening meetings and collective decision-making bodies league § 156 and § 159, paragraph 2, and mutatis mutandis the provisions of the membership meeting.

#### § 247

##### The highest authority of the association

(1) The Statutes shall determine which authority is the supreme body of the association, its jurisdiction generally belong to identify the main focus of the association, to decide on an amendment to approve the profit association, assess the performance of other bodies of the association and their members and to cancel the league with the liquidation or about his conversion.

(2) If, under the Articles of Association and statutory authority of the supreme body and not in a position to exercise powers for a period longer than one month, at least one fifth of the Association to convene the assembly of all members of the association, the Assembly passes the scope of the association's supreme body. This does not apply if the statutes determines otherwise.

(3) Unless the statutes provide otherwise, the supreme body of the association members' meeting to the provisions of § 248 to 257 members at the meeting shall, unless the statutes specifies otherwise.

#### Membership Meeting

##### § 248

(1) The membership meeting shall be convened by the statutory body of the league at least once a year.

(2) The statutory body of the association members' meeting shall convene a meeting on the initiative of at least half of its members or supervisory body of the league club. Convene the statutory authority of the league session meeting of members within thirty days of receipt of the complaint, the person who filed the complaint, convene meetings of the members' meeting at the expense of the league itself.

##### § 249

(1) Meetings of members' meeting be convened in an appropriate manner within the time specified statutes, or at least thirty days before it takes place. The invitations must be clear space, time and agenda of meetings.

(2) If a meeting convened pursuant to § 248, may be against the draft agenda of the session named in the complaint changed only with the consent of the person who filed the complaint.

(3) Location and time of meeting shall be determined so as to minimize the possibility of limiting members to participate in it.

##### § 250

(1) Who called the meeting may be canceled or postponed in the same manner in which it was convened. If it happens to less than a week before the announced date of the meeting, will replace the club members, who arrived at the meeting by invitation, efficiently incurred costs.

(2) If a meeting convened pursuant to § 248, may be revoked or suspended only on the proposal or with the consent of the person who took the initiative to him.

## § 251

Each member is entitled to attend the meeting and ask him to even get an explanation of the association affairs, subject to the required explanation to the subject of meeting members' meeting. If a member requests a meeting statement of the facts which the law forbids or disclose the disclosure would cause serious harm to the league, he can not provide.

## § 252

(1) Members' Meeting is able to pass resolutions in the presence of most members of the league. Resolution adopted by a majority vote of the members present at the time of deliberation, each member has one vote.

(2) If they stipulate for the treatment of different types of membership in the league, it is a type of membership associated only an advisory vote, to disregard the voice for in paragraph 1

## § 253

(1) Whoever session starts, verify that the membership meeting quorum. After meeting the President shall select and possibly other officials, if required by their election statutes.

(2) The Chairman leads meetings as the agenda was announced, unless the member by a meeting of the termination meeting.

(3) The issue that was not included in the agenda for meetings with his declaration, can be decided only with the consent and participation of all members of the Association eligible to vote.

## § 254

(1) The statutory body of the association provide copies of the minutes of the meeting within thirty days of termination. If possible, make a notation the person who chaired the meeting or by whom instructed the membership meeting.

(2) The registration must be clear who convened the meeting and how, when held, who initiated it, who had presided over what any other elected officials membership meeting, which adopted the resolution and the registration has been drawn up.

(3) Each member of the Association may inspect the records of meetings of the conditions imposed by the statutes. Unless the statutes provide otherwise, this can be done right at the headquarters of the league.

#### § 255

##### Sub-Member Meeting

The statutes may determine that the meeting members' meeting will be held by individual member meetings, where appropriate, on matters which can not decide in this way. Statutes allow the partial member meeting session, also determine the period in which all meetings must be held. The ability for a quorum and decision-making by participating members of the votes cast and counted.

#### § 256

##### The Assembly of Delegates

(1) The statutes may determine that the scope of the meeting of members shall carry out the assembly of delegates.

(2) Each delegate must be elected by the same number of votes. If this is not entirely possible, the statutes may provide for the election of delegates reasonable deviation.

#### § 257

##### Replacement meeting Member meeting

(1) If the member's meeting at its meeting quorum is capable of, the statutory authority or the person who convened the initial meeting, a new invitation to convene within fifteen days from the previous meeting of the membership meeting on alternate sessions. The invitations must be clear that this is a replacement member meeting session. Replacement meeting Member meeting must be held within six weeks from the date on which the meeting was convened before the meeting of members.

(2) The replacement member meeting the meeting may act only on matters included on the agenda of the previous session. Resolution may be adopted with the participation of any number of members, unless otherwise determined by the statutes.

(3) decides the membership meeting at the sub-session meetings of the Member or, where instead of the Assembly of Delegates, the procedure referred to in paragraphs 1 and 2 accordingly.



Nullity of the decision of the Association

§ 258

Each member of the association, or whoever having an interest worthy of legal protection may request the court to rule on the invalidity of the decision of the Association for its inconsistency with the law or statutes, if you can not get through the invalidity of the authorities of the league.

§ 259

The right to invoke the invalidity shall expire within three months from the date of the decision, the appellant knew or could learn, but not later than one year after the decision.

§ 260

(1) The court annulment of the decision failed, there was a violation of law or statute, it had no serious legal consequences, and if in the interest of the league worthy of legal protection of the annulment of the decision not to raise.

(2) The court annulment of utter even then, if it would substantially affected the rights of third parties acquired in good faith.

§ 261

(1) violated the basic guild member seriously right of any Member, the Member has the right to adequate compensation.

(2) if it rejoins society, the court right to not award compensation member of the Society, unless applied

a) in the time specified for an application to declare invalid the decision;

b) within three months from the date of the decision rejecting the request, if that was dismissed under § 260th

Audit Commission

§ 262

(1) shall establish the Statutes of the Control Commission, is required to have at least three members. Unless the statutes provide otherwise, elect and dismiss members of the JCC membership meeting. If they stipulate that members of the Audit Committee shall be appointed or removed by the statutory authority to disregard it.

(2) Unless the statutes provide additional constraints, not membership in the supervisory board is compatible with membership in the association or statutory body with the function of liquidator.

#### § 263

Audit Commission supervises are involved, the league properly maintained and in case the association operates in accordance with the statutes and laws, entrust it to another application of statutes. If the Audit Committee deficiencies pointed out by them statutory authority and other authorities designated by the statutes.

#### § 264

Within the scope of its audit committee may inspect authorized member of the association documents require from members and other bodies of the association or its employees to explain the various issues.

#### Arbitration Commission

#### § 265

If set up an arbitration committee decides disputed matters within the federal government to the extent determined by regulation, unless the statutes provide scope of the arbitration committee settles disputes between member and association by paying membership fees and reviewing the decision to expel a member from the league.

#### § 266

(1) Unless the statutes provide otherwise, the arbitration commission has three members who are elected and recalled by the membership meeting or meeting of members of the league.

(2) A member of the arbitration panel can only be blameless and fully enjoys the full rights adult person in the league does not act as a member of the Board or Audit Committee. If no one suggested declared invalid election to membership of the arbitration commission for lack of integrity, subject to changes in circumstances that the person was elected impeccable.

(3) The activities of the arbitration commission is precluded by its member, which prevents the circumstances of the case or could decide to defend nepodjatě.

#### § 267

Proceedings before the Referee Commission regulates other legislation.

#### § 268

##### Abolition Society

(1) The Court cancels liquidation of an alliance with the proposal of the person on it has a legitimate interest, or its own motion if the alliance, though it was on the court warned

a) take action prohibited in § 145,

b) operates in violation of § 217,

c) forcing a third person to membership in the league, to participate in its activities or its support or

d) prevents members of the association secede.

(2) The provisions of § 172 is not affected.

##### Disposal Association

#### § 269

(1) In association with the abolition of liquidation the liquidator shall draw up an inventory of assets and make it available at the headquarters of the association to all members.

(2) The liquidator shall pay the costs against the property list each member who so requests.

#### § 270

(1) If you can not call or liquidator, the liquidator appointed by the court without the consent of a member of the Board. If possible, the liquidator appointed by the court without the consent of a member association.

(2) The liquidator appointed under paragraph 1 of resign, but may request the court to absolve him from office, if he proves that he can not be reasonably required to perform the function.

#### § 271

The liquidator liquidation cashing nature only to the extent to which it is to meet the necessary relief association.

#### § 272

(1) The liquidator will handle the liquidation balance under the Statute. If they stipulate association with the status of public benefit, the remaining assets to be used for other than public benefit to be disregarded to it.

(2) If you can not deal with the liquidation balance according to the statute, the liquidator will offer the remaining assets with the purpose of a similar association. If this is not possible a liquidator liquidation balance municipality in whose territory the association headquarters. If the municipality does not accept an offer within two months, the remaining assets shall become the county in which the association has its seat. Gets the remaining assets to a municipality or county, it applies only to publicly beneficial goals.

#### § 273

He received the association assigned the performance of the public budget, the provisions of § 272 does not apply and the liquidator will handle the relevant part of the liquidation value as decided by the competent authority.

#### Mergers associations

#### § 274

Participating clubs conclude a merger agreement to merge as associations or societies merger agreement.

#### § 275

The merger contain at least the name, address and identifying information of each of the participating associations, indicating that association is dissolved and the successor, and the record date.

#### § 276

- (1) Agreement on merger of clubs includes arrangements for receiving the articles of association.
- (2) If the merger to change the Articles of Association of the successor, the merger agreement contains the arrangements for this change.

#### § 277

(1) together with the draft merger agreement drawn up members of statutory bodies of the participating clubs and the report explaining the economic and legal reasons and consequences of the merger. The report may be drawn as common to all participating clubs.

(2) The report explaining the economic and legal reasons and consequences of the merger may not be executed if all members of the participating members of the association or statutory authority or control with the consent of all the participating members of the league.

#### § 278

Meeting members' meeting, which will draft merger agreement submitted for approval, the one who is convened, report at least thirty days before it takes place. In this period must be made available to all members

- a) a draft merger agreement,
- b) the articles of association of the successor,
- c) a statement of assets and liabilities of all participating clubs no older than six months and

d) a report explaining the economic and legal reasons and consequences of the merger, it is necessary to copy her.

#### § 279

(1) The participating associations shall publish at least thirty days before the meeting a joint meeting of members a notice stating what the merger of associations concerned and what society will become the successor association.

(2) If the recipient of the association from the public purse if it has a negligible number of creditors and if the total debt is negligible, it is sufficient if delivered notice to known creditors.

#### § 280

Logs to a participating lender association claim within six months from the date of the registration of the merger became effective against him, has the right to adequate assurance worsen if the recoverability of receivables. If a creditor proves that as a result of the merger recoverability of receivables deteriorates significantly, has the right to adequate assurance before registration of the merger into a public register.

#### § 281

(1) The merger agreement approved by the meeting of members of participating clubs. Membership meeting may amend the draft merger agreement only approve or reject it.

(2) Meetings of the participating member associations meetings may be convened as a joint. At the meeting of members of participating clubs vote on the draft merger agreement separately. However, if the approval of the merger agreement shall be elected authorities of the receiving association, Member meeting of interested clubs decide to vote for these members together.

#### § 282

Anyone who's participating association draft merger agreement signed, attached to carry the signature of the statement that the draft agreement approved by the association members' meeting

and when it happened. The merger is adopted by Resolution of the last meeting of members of the participating associations for approval of a merger agreement and its signing for this club.

#### § 283

The proposal to declare invalid the merger agreement may only be made together with the draft resolution on the annulment of the meeting of members approving this contract. Right to claim the invalidity of the only participating club or a person authorized to submit a proposal to declare invalid the members' meeting.

#### § 284

(1) The application for registration of the merger in the public records submitted jointly by all the participating clubs. If this merger is a merger shall sign the proposal also board members of the successor association.

(2) On a proposal by the competent authority of the entry of the merger by the same date in a public register clears the merging associations, noting who is the legal successor, and the merger

- a) notes the merger effective date of a successor league merger and the names, addresses, location and identifying information societies, which merged with the successor association, and any other changes in receiving the league, if a merger occurred,
- b) a successor by merger shall register the association with him and noting the names, addresses, location and identifying information of associations that are its legal predecessors.

#### § 285

After the merger is registered in a public register of the merger agreement can not be amended or repealed.

#### § 286

Registration of the merger shall become members of the club membership merging successor association.

§ 287

(1) do not submit to the participating clubs for registration of the merger within six months from the date of the merger contract was signed, the one of the participating associations, which was prepared to submit a proposal, the merger agreement to resign. Withdraws from the contract even if only one party terminates the commitment of all parties based contract.

(2) do not submit to the participating clubs for registration of the merger within one year from the date the contract was entered into a merger is deemed to have withdrawn from the contract all the participating clubs.

(3) jointly and severally with the association which caused the petition was not filed in time of the merger, other clubs will replace the damage from that caused members of his statutory authority, except those who prove that they had developed sufficient effort to the petition was filed on time.

Division Association

§ 288

(1) When the division entered into a merger agreement by the participating clubs division.

(2) The contract includes the distribution of at least

a) details of the name, address and identifying information of the participating associations, indicating that association is merging and which is the successor,

b) determining what assets and debts assumed by the successor of the merging league clubs,

c) determine which employees of the merging association become the successor of each employee associations,

d) the record date.

(3) If you are experiencing as a result of the merger to change the distribution of the Statutes of the successor of any associations, contracts for the distribution agreement on this change.

(4) Unless otherwise contract for the division, each member becomes the league merging the effective date of the distribution of membership in all clubs successor.

§ 289

(1) The division of the formation of new associations draw up draft terms of division distributes club.



(2) The project contains at least

- a) details of the name, address and identifying information of the participating associations, indicating that association is merging and which is the successor,
- b) determining what assets and debts assumed by the successor of the merging league clubs,
- c) determine which employees of the merging association become the successor of each employee associations,
- d) the proposed articles of associations of succession,
- e) the record date.

(3) Unless otherwise distribution of the project, each member becomes the league merging the effective date of the distribution of membership in all clubs successor.

#### § 290

(1) If the contract on the distribution or division of the project clear what property passes from the league distributed to successor associations, the associations are acquiring ownership of such property.

(2) If the contract on the distribution or division of the project clear what debts are transferred from the association distributed to successor associations, the associations are the successor of such loans shall be bound jointly and severally.

#### § 291

(1) The distribution of the merger provisions of the merger shall apply by analogy.

(2) The division of the formation of new associations draw up a statutory body distributed by the association, together with the project and a report explaining the distribution of economic and legal reasons and consequences of the division. The report may not be executed if all members of the association members of his statutory authority or with the consent of all members of the association.

#### § 292

(1) Meetings of members' meeting, which will be submitted to the division or agreement for the distribution of project approval, the one who is convened, report at least thirty days before it takes place.

(2) The period referred to in paragraph 1, the association shall make available at its headquarters to all members of the Board a report explaining the economic and legal reasons and consequences of the division, if the necessary copies. The report shall include,

- a) it is a merger of the distribution, the distribution of the draft contract, articles of association and receiving a statement of assets and liabilities of all participating clubs no older than six months, or
- b) if the distribution of the formation of new associations, project division, a statement of assets and liabilities distributed by the league, as well as the opening balance sheet and draft statutes of the successor groups.

#### § 293

(1) At least thirty days before the meeting of the members' meeting distributed association publish a notice stating what concerns the division of the league and clubs have become his successor societies. The association also distributes notification alerts creditors of their right under § three hundred and first

(2) If the recipient of the association from the public purse if it has a negligible number of creditors and if the total debt is negligible, it is sufficient if delivered notice to known creditors.

#### § 294

(1) of the members' meeting approving the distribution of the participating clubs. The provisions of § 282 shall apply mutatis mutandis.

(2) approves the project division distributed by the association membership meeting.

(3) The General Meeting may contract for the distribution or division of a project only to approve or reject it.

#### § 295

(1) distributed association shall file an application for the registration division in the public register. If it is a merger of the division shall submit a joint proposal Association and distributed successor.

(2) On a proposal by the competent authority shall write divisions so that the same date in a public register clears the acquired association, noting who is his legal successor, and in sharing

- a) notes the merger effective date of a successor league division of the merger and the name, address and identifying information office league, which merged with the successor association and any other changes in receiving the league, in consequence of the breakdown occurred,
- b) the formation of new associations, associations for the minutes and notes of succession at his name, registered address and identifying data association, which is its legal predecessor.

§ 296

After the division is registered in the register can not be agreement on the distribution or division of a project to change or cancel.

§ 297

(1) do not submit to the division by merging the participating clubs for registration division within six months from the date of the distribution contract was signed, the one of the participating associations, which was prepared to submit a proposal, the agreement to withdraw the distribution. Withdraws from the contract even if only one party, void the obligations of all parties based contract.

(2) do not submit to the division by merging the participating clubs for registration division within one year from the date the contract was concluded on the distribution is deemed to have withdrawn from the contract all the participating clubs.

(3) jointly and severally with the association which caused the petition was not filed on time division, will replace the other associations of the damage incurred by members of his statutory authority, except those who prove that they had developed sufficient effort to the petition was filed on time.

§ 298

Absence of the association when the division distributes the formation of new associations for registration division within one year from the date when the decision was taken on the distribution, repealing the ineffective lapse of time of the divestiture decision.

§ 299

(1) Each of the successor societies held jointly with other associations for the debts of succession passed from distributed by the league for the next succeeding Association.

(2) It can if you appreciate his guild distributes property expert opinion, the court established under another Act, including a separate valuation of assets which move the individual successor associations and fulfill the obligation of publication under § 269, each is liable for the debts of the successor association pursuant to paragraph 1 only to the amount of net assets acquired division.

(3) Right of liability under paragraphs 1 and 2 can not apply the creditors who have received security in accordance with § 300th

### § 300

Logs to a participating lender association claim within six months from the date of the registration division became effective against him, has the right to adequate assurance, if it proves that the recoverability of receivables will worsen. If a creditor proves that the recoverability of receivables due to division worsen significantly, has the right to adequate assurance before registration division in the public register.

### § 301

(1) Any person whose legal interests are affected by the division has the right to give him any of the participating associations said within one month of receipt of the request which the division of assets transferred to each of the recipient societies.

(2) the absence of a debtor to the defunct league communications, who is the division of the league's lender can perform any of the successor groups. The absence of any creditors of the defunct league communications, who is the division of the league in his debt, may require performance of any of the successor groups.

### § 302

If they stipulate that the merger or division of the league decides a body other than membership meeting will be used for provision of merger or division of such association in decision-making authority with adequate provisions for the membership meeting.

## Foundation

### Subsection 1

Generally, the foundation

#### § 303

Foundation is a legal entity created by the property earmarked for a particular purpose. Its activity is related to the purpose for which it was established.

#### § 304

Foundation is established founding legal act or law, which shall be designed and funded and its purpose.

#### § 305

Internal relations are regulated by its foundation status.

### Subsection 2

Foundation

#### § 306

(1) The founder of the Foundation establishes permanent service to socially or economically useful purpose. Purpose of the foundation may be beneficial to the public, lies in promoting the general welfare, and charity, is in the support of a designated group of persons, individually or otherwise.

(2) prohibited to establish a foundation to support political parties and movements, or other participation in their activities. Prohibited to establish a foundation serving only profitable targets. Where the Foundation's purpose prohibited by the court it cancels its own motion and order its liquidation.

## § 307

(1) The Foundation may take if the business is merely a secondary activity, and business proceeds are used only to support its purpose, the Foundation's business but not if the founder of the excluded in the deed. Under the same conditions, the foundation can take the lead company.

(2) The Foundation may not be indefinitely liable partner companies.

## § 308

(1) Name of the Foundation includes the word "foundation".

(2) A regular part of the name of the foundation is an indication referring to its purpose.

## Establishment of Foundation

### § 309

(1) The Foundation is based foundation charter, the charter may be taken or on death.

(2) The founding charter of the Foundation shall keep one or several persons.

(3) It is the founder of the Foundation to more people, they are considered one of the founder and foundation matters must act unanimously rejected if any of these persons consent without good reason, grant, replaces it with the proposal of any of the other persons constituting the court in its decision .

(4) takes the form of the deed of a public document.

### § 310

Foundation charter contains at least

- a) the name and address of the Foundation,
- b) the name of the founder, and his place of residence,
- c) defining the purpose for which the Foundation is based,
- d) an indication of the amount of the contribution of each founder,

- e) the amount of the endowment capital
- f) the number of board members and the names and residence of its first members, and an indication of how the trustees for the Foundation Act,
- g) the number of Supervisory Board members and the names and residence of its first members, if applicable, unless the Supervisory Board is established, the name and residence of the first comptroller,
- h) designation of the controller and deposits
- i) the conditions for the provision of grants, or group of persons who are eligible, or range of activities that the Foundation, given to carry out its purpose, or determination that these requirements determine the status of the Foundation.

### § 311

(1) The establishment of a foundation for the acquisition of death to the Foundation's contribution brings the Foundation for the heir to the profession or regulation link. In which case the effective establishment of a foundation testator's death.

(2) If the foundation charter contained in the purchase in case of death, including at least

- a) the name of the Foundation,
- b) the definition of the purpose for which the Foundation is based,
- c) an indication of the contribution to
- d) an indication of the amount of capital and endowment
- e) conditions to provide grants, or group of persons who are eligible for, or determine that these requirements determine the status of the Foundation.

### § 312

(1) the absence of acquisition in case of death other requirements specified in § 310, shall decide on the person designated in the purchase, or executor, this applies even if the testator appointed the members of the Management Board or Supervisory Board and one of them died, not eligible to hold office or rejects it.

(2) The decision referred to in paragraph 1 takes the form of a public document.

### § 313

(1) Unless the subject of the foundation charter deposit, the deposit to fulfill the obligation in cash.

(2) determine if the foundation charter, the deposit requirement met by introducing a non-monetary item, and if this is not possible or does not reach the value of the deposit subject to the obligation to deposit the amount specified in the deed, it is considered that the depositor compares the difference in money.

#### § 314

##### Foundation Statute

(1) The foundation's statute provision for at least

a) the manner of the proceedings of the Foundation

b) the conditions for the provision of grants, where appropriate, the class of persons to whom it can provide.

(2) Where there is no statute founder of the Foundation together with the foundation charter, issued by the prior consent of the Supervisory Board of the Board within one month from the date of the foundation. If it does not rule out the foundation deed, decides on changes in status with the prior consent of the Supervisory Board Management Board.

(3) The Foundation publishes the status of the deposit in the collection of documents. Anyone can register on the status of the public to inspect and take extracts thereof, duplicates or copies. The same law can be applied also in the seat of the Foundation.

#### § 315

##### Establishment of the Foundation

(1) The Foundation created the day of enrollment in a public register.

(2) The application for entry into the foundations of public records made by the founder, if not possible and did the founder of something else, shall file an application for registration on behalf of the Foundation Board.

#### § 316

##### Change of Foundation



Excluded by the foundation charter, the Board may after prior approval of the Supervisory Board to change the location of the foundation. The decision on the transfer abroad of the Foundation shall require approval of the court, the court does not approve the transfer, unless for a serious cause or threaten to change the seat of the legitimate interests of persons who are to be provided endowment contributions.

#### Změna foundation deed

#### § 317

After the establishment of the Foundation's endowment deed can change the extent and manner that the founder of the foundation deed expressly reserved for itself an institution or foundation.

#### § 318

(1) a change in circumstances after the foundation so that the foundation in order to induce a reasonable need for changes to its internal situation, the founder of the foundation charter change, even if such right did not place in the deed, the validity of the changes required to agree with her Board and the change to touch the rights of third parties.

(2) Change Foundation endowment documents published; amendment will take effect three months from the date of publication. Suggests the Court in this period the person who claims that his right was a change in the endowment deed prejudice to rule on the invalidity of change, the court may decide that the force of the amendment postpones the deed to his decision.

(3) The provisions of paragraphs 1 and 2 shall not apply if the change in the endowment deed should cover its part of the founder in the deed to declare that it is unchangeable.

#### § 319

(1) If the founder had already begun and will change if the circumstances of so much that in order to induce a reasonable foundation need to change its internal relations, the foundation of change documents to decide on a proposal from the Foundation's court, the filing of the application must agree to the Board.

(2) The court shall be granted when the proposed amendment to the deed affect the rights of third parties must also be investigated as the most obvious intention of the founder of the foundation documents and the conditions that such a case the founder of the foundation charter or assigned.

(3) The court in deciding to change the deed into account the opinion of the Supervisory Board, taking into account the interests of third parties deserving of legal protection.

#### § 320

Determine if the founder of the foundation deed expressly states that it is unchangeable, or that can not change a specific portion of it can not be changed or a court decision.

#### Special provisions for the change in the purpose of the Foundation

#### § 321

(1) It does the foundation deed of the right to change the purpose of the founders of the foundation or any foundation body may amend this court approved the proposal from the Foundation's administrative and supervisory board. If, however, disagrees with the founder of such a change or a person designated in the deed, the court shall reject the proposal.

(2) The Foundation shall make available without unreasonable delay after the request for notification of the proposed change. Anyone who has the legal interest against the proposal may conflict with the court within one month from the date on which the notice was published.

#### § 322

If the purpose of achieving Foundation impossible or difficult to reach the causes of the founders of unknown or unpredictable for him, replacing founder upon the motion or the person on it has a legal interest, the current purpose of the foundation similar purpose, unless the endowment deed specifies otherwise.

#### § 323

If the founder had already begun and if no person or founder who established the right to agree to amend the purpose of the foundation or refuse such consent, the court takes the decision to change the purpose of the Foundation's account of the famous founder's intentions and wishes, even if not of the deed obvious.

## § 324

The change in the purpose of publicly beneficial foundation for philanthropic court may decide only if it is a particularly compelling reason and the foundation's charter does not.

## § 325

When the purpose of the foundation changes, donations must be granted to the original purpose and the revenues used to provide grants to the original purpose, unless the donor will affect another.

## § 326

Changed the purpose of the foundation court may also decide of its own motion, to what extent and how long, the Foundation will use the proceeds from the endowment principal to provide grants in accordance with the original purpose. This time the scope and whenever it takes for people interested in just because the original purpose of the Foundation for grants recipients. If the court amends the foundation of public purpose beneficial to the charity unless and to the extent and time, the foundation will use proceeds from four fifths to provide grants in accordance with the original purpose for five years from the date of the change become effective.

## Contributions to the Foundation

### § 327

(1) The amount of non-cash deposit with the subject can not determine an amount higher than the set value of the deposit as an expert's opinion.

(2) If the subject of in-kind contribution to the Foundation must meet the assumption of sustained yield and shall serve as security.

### § 328

(1) If the subject of an investment security deposit or money market instrument under the law governing business in the capital market, its value may be determined by the weighted average of prices at which trades were carried out by a security or instrument on a regulated market in a period of six months before repayment of the deposit.

(2) Paragraph 1 shall not apply if the amount in deposit identified under paragraph 1, affected by exceptional circumstances which would meet her at the date of deposit obligations have changed significantly.

#### § 329

(1) If the subject matter of the contribution other than investment securities or money market instrument under the law governing business in the capital market, the value can be determined also

- a) the market value determined by generally recognized independent expert using generally accepted valuation principles and practices not less than six months before completing the deposit obligation, or
- b) the amount of the award case in the financial statements for the accounting period immediately preceding the emergence of deposit obligations in this matter is measured at fair value under other legislation, and if the auditor audited the financial statements with an unqualified opinion.

(2) Paragraph 1 shall not apply where new circumstances occur which could value the contribution to the date on which the obligation to deposit a significant change.

#### § 330

(1) Before a foundation to meet the minimum deposit requirement so that the aggregate amount of deposits at least match the amount of CZK 500 000.

(2) Contributions to the Foundation shall be made before the emergence of the person you identified as the foundation deed administrator deposits. Lapses if the function calls the founder, or an executor or other authorized person without unnecessary delay deposit the new manager, if not possible, calls the new administrator deposits the Board of Trustees. The rights and obligations of the administrator shall apply mutatis mutandis the provisions on the rights and obligations of members of bodies of legal persons.

#### § 331

(1) Deposit obligations fulfilled by passing deposit object managers deposits. The Foundation takes ownership of the deposit date of its creation, however, bound by law to acquire ownership rights to write to a public list, the foundation takes the property subject to deposit the entry.

(2) If a cash deposit subject, puts the administrator in a special account deposits at a bank or savings and credit cooperatives, which for the Foundation and to establish its name. Whoever account leads to the formation of the Foundation will not allow payment of the account balance and payment, unless it is proved that the foundation was not properly established, the foundation was established for the acquisition of death, they are required to the invalidity based court ruled.

(3) If the subject matter of deposit registered in the public list, the administrator shall deposit the depositor and the deposit statement of introduction, after the foundation of its ownership rights in the public list on the basis of this written statement. Required to sign a declaration of the depositor was officially verified.

### § 332

Manager of deposits confirms in writing to the person who suggests writing in a public register of the Foundation, who fulfilled the deposit requirement when it happened, what is the subject of the deposit and what is the aggregate amount of deposits. If the manager confirms the extent of deposits higher performance than what corresponds to reality, shall be liable up to the difference creditors for debts of the Foundation for five years since the foundation.

### § 333

(1) acceptance of the investment manager shall deposit the Foundation without undue delay after its inception.

(2) There will the foundation deposits administrator returns the deposit subject to the person who paid it or brought. Legal actions taken by the administrator to manage and undertake to subject that person.

### § 334

(1) After the establishment of the Foundation's endowment principal may be reproduced or endowment gifts to the Foundation's decision to raise capital.

(2) Where, in-kind gift item assumption of permanent income and to serve as security, it is considered that the gift multiplies the endowment principal.

### § 335

Foundation assets are endowment principal and other property.

### § 336

(1) Endowment principal consists of a set of articles contributed by a foundation, or endowment and donations.

(2) The Foundation shall have a principal value corresponding to at least the amount of CZK 500 000.

### § 337

Financial terms of the principal is the foundation endowment funds. The amount of the endowment capital registered in the public register.

### § 338

(1) The Foundation uses its assets in accordance with the purposes specified in the deed as well as in the Statute and under the conditions there intended to provide grants to ensure its own activities to fulfill its purpose, and to cover the cost of the endowment principal and appreciation of the cost of the administration.

(2) The legal act by which the foundation assumes unlimited liability for another person shall be disregarded.

### § 339

(1) What are the principal endowment, can not stop or otherwise used to secure debt. This does not apply if the Foundation operates a commercial establishment, to the extent necessary for its smooth operation.

(2) can steal something from the endowment principal only if it is not contrary to the will of the person who gave the gift or the Foundation has fulfilled the deposit requirement. Otherwise, anything can dispose of endowment principal only if this happens for consideration included in the endowment

principal or in the event that triggered the need for disposal of such change of circumstances which could not be foreseen and otherwise can not deal with it by the exercise of care and diligence.

#### § 340

The Foundation manages the endowment principal to care what the law provides for the management of foreign assets. Where required under the provisions of the simple act of trust to a certain rule of conduct beneficiary consent, is required for such legal negotiations prior consent of the person designated in the deed, unless the person intended, requires the prior approval of the Supervisory Board.

#### § 341

(1) reaches the endowment funds or foundations turnover in the last accounting period of at least ten times higher than the § 330, paragraph 1, subject to ordinary accounts, special accounts and the consolidated financial statements audited.

(2) is subject to verification by the auditor in the financial statements when deciding if it claims to increase or decrease of capital endowment, foundation or conversion.

#### The increase in capital endowment

#### § 342

(1) After the accounts the Board may, within one year from the date on which the data were identified, of which the financial statements were prepared, decide on the proliferation of the endowment principal and increase the endowment capital

a) unless an increase in capital endowment greater than the difference between the amount of own funding sources foundation reported assets in the balance sheet liability and capital and endowment

b) if not to increase the endowment of capital used their own resources that are assigned a foundation whose purpose is not authorized to change.

(2) Decisions of the principal foundation of proliferation and increase the endowment capital includes the amount by which the capital endowment increases, and indications of source from which the capital endowment increases, according to the structure of its own sources of financing assets in the Foundation's financial statements.

(3) If the foundation of any subsequent financial statements prepared in reducing its own resources, based on when deciding to increase the endowment capital of these financial statements.

#### § 343

(1) Increases the foundation level of capital endowment gift, the item is eligible to be a contribution to the Foundation may not be the extent of increase in the endowment of capital is higher than the observed value.

(2) The decision to increase the endowment capital includes the amount by which the capital endowment increases, and a description of things which reproduces the endowment principal, together with an indication of the value of things is an indication on how this value was determined.

#### Reduction of capital endowment

#### § 344

(1) does not prohibit the foundation's charter, the foundation endowment to reduce capital by reducing the endowment principal, if it takes interest in cost-effective fulfillment of its purpose. Reduce capital endowment can be at most an amount equivalent to one fifth of the amount of the endowment capital over five years. Reducing capital endowment can not be directly or indirectly, to cover administration costs of the Foundation.

(2) The decision to reduce capital endowment includes the amount by which capital endowment decreases, and the reason of which is reduced.

#### § 345

Prohibited to reduce the capital endowment to an amount less than 500 000 CZK.

#### § 346

Cease if any part of the Foundation's endowment principal or falls substantially if its value, without undue delay Foundation endowment principal complement, if not it may well be reduced to the extent that the loss of endowment capital.



Common provisions

§ 347

An increase or reduction of capital endowment Board shall decide the prior consent of the Supervisory Board.

§ 348

Increase or decrease the capital endowment shall take effect on registration in a public register.

Affiliated Fund

§ 349

(1) The contract may entrust the administration of the Foundation as an affiliated fund assets eligible to be the contribution to the Foundation and authorize the Foundation to use this property to ujednanému purpose connected with the mission of the foundation, application must be in support of a political party or political movement.

(2) The contract must be in writing.

§ 350

If agreed that the Foundation will manage the fund associated with a distinctive mark, the mark must contain the words "affiliated fund". The label must be placed together with the name of the foundation that manages the associated fund.

§ 351

It is understood that the Foundation carries out a simple property management associate in the fund and that it performs for a fee in an amount as is usual in similar cases requires.

§ 352

(1) The management of the fund associated rights and obligations arise only managing the foundation. Associated Property Fund recorded separately from the foundation of his property.

(2) If the foundation lifted, loaded with an associated fund liquidator to its legal nature and purpose are still maintained.

#### The grant

#### § 353

(1) The Foundation shall provide an endowment contribution to a person who is a member of the authority or who is an employee of the Foundation, or a person close to them.

(2) If there are reasons worthy of special consideration, due to the founder of a change of circumstances, may provide the foundation endowment contribution to its founders, if there are such grounds, the Governing Board after consultation with the Supervisory Board or the inspector. This also applies if a foundation contributions by the founders family, unless the foundation was set up to support people close to the founders.

#### § 354

Who received the endowment contribution can be used only in accordance with the stipulated conditions, the Foundation upon request demonstrates how to use it. Who used the endowment contribution in conflict with the stipulated conditions, return it to the foundation as unjust enrichment.

#### § 355

(1) The Foundation may provide a foundation contributions, if the amount of own funding sources foundation reported assets in the balance sheet liability is less than the amount of capital endowment as adjusted pursuant to paragraph 2, or if it is lower than covered by the above due to capital endowment to provide grants .

(2) The amount of the endowment capital will be added for the purposes specified in paragraph 1

- a) increase the endowment capital as a result of the endowment capital or decision, even if it was not registered in a public register, and
- b) own resources, which are assigned a foundation whose purpose is not authorized to change.

(3) The provisions of paragraphs 1 and 2 shall not apply in case the contributions from donations designated for that purpose by the donor.

#### § 356

Person who has in good faith endowment contribution made contrary to § 355, is not obliged to return it.

#### § 357

##### Cost Management

The Foundation recognized the endowment contributions separately on other activities to fulfill the purpose of the Foundation and the costs of managing it.

#### Annual Report

#### § 358

(1) The Foundation shall compile an annual report by the end of the sixth month of the expiry of the previous reporting period.

(2) The annual report contains financial statements and an overview of all the Foundation's activities including an assessment of this activity.

(3) The annual report of the Foundation shall at least

- a) a review of its own assets and liabilities,
- b) the individual endowment gifts list of persons who provided the endowment gift worth more than CZK 10 000,
- c) an overview of how foundation assets were used,
- d) a summary of the persons to whom the grant provided a value of more than CZK 10 000,
- e) an assessment of whether the foundation for its operations complied with the rules for the provision of grants under § 353 to 356, and an overview of the cost of the administration and
- f) an assessment of basic data of annual accounts and auditor's report, if the foundation required to have audited financial statements.

(4) will be released after the publication of the report highlight the fact that warrants repair reports, foundation repair without undue delay and made publicly available.

#### § 359

(1) If so requested by the donor, the foundation donor data in the annual report fails. The same right is also the recipient of the foundation allowance. When grant assistance worth more than CZK 10 000, may request to remain anonymous only man who had the endowment contribution for humanitarian reasons, in particular for reasons of health.

(2) the Foundation maintain anonymity, it delivers the request of an authorized person before approving the annual report. A man who had the endowment contribution for humanitarian reasons, may exercise their right to anonymity at any time, if it the foundation of his right to grant not learn, it is considered that the instruction was not given.

#### § 360

(1) The Foundation publishes an annual report within thirty days of its approval by the Board and make it available also at its headquarters. If the foundation established as a public benefit, it is sufficient to make an annual report at its headquarters.

(2) approve the Board's annual report, the Foundation publishes an annual report in the manner provided in paragraph 1 not later than immediately following the end of the reporting period, indicating that the annual report was not approved and for what reasons.

#### § 361

Anyone can register to the public in annual reports to inspect and make excerpts, transcripts or copies. The same law can be applied also in the seat of the Foundation.

#### Board

#### § 362

Board is a statutory body of the Foundation, has at least three members.

#### § 363

Unless the foundation deed of further restrictions, not membership in the Board competent person who

- a) is a member of the Supervisory Board of the Foundation,
- b) to the Foundation in employment or
- c) is not related to the purpose of foundation integrity.

#### § 364

Unless the foundation of another term of office of Board member is five years. If it does not rule out the foundation charter, member of the Board can vote repeatedly.

#### § 365

(1) Unless the foundation deed of something else, elect and recall members of the Board of its own.

(2) The Foundation Charter may provide that a certain number of board members must be elected from candidates proposed by the Board by persons designated by the foundation charter, or persons designated by the manner set out therein.

#### § 366

Unless the foundation deed of other reasons, the Board dismiss from office a member who is seriously or repeatedly violated the foundation charter or statute, or who violated the law obviously means distorting the reputation of the foundation. Failure to do so within one month from the date when the reason for the appeal heard, but not later than six months from the date when the reason was, relieve a member of the Board from office upon the motion of the person demonstrating a legitimate interest, the right to seek dismiss a member of the Board shall expire unless exercised within one year from the date when grounds for the appeal arose.

#### § 367

(1) termination of the membership on the Board, the Board shall elect a new member within three months. Failure to do so, appoint a new member of the Board upon the motion of the Supervisory Board or of the person who has a legitimate interest, at such time as the Board elect a new member.

(2) The court shall appoint a new member of the Board's own motion, if the Executive Board for the decrease in the number of its members unable to act on re-election.

#### The Supervisory Board

##### § 368

(1) The Supervisory Board is the control and inspection authority, foundation, at least three members.

(2) The Supervisory Board shall be established, reaching the capital endowment of at least ten times higher than the § 330 paragraph 1

##### § 369

Unless the foundation deed of further restrictions, not membership in the Supervisory Board eligible person who

- a) is a member of the Board or liquidator,
- b) to the Foundation in employment or
- c) is not related to the purpose of foundation integrity.

##### § 370

(1) entrust the foundation charter or within the limits of determining the status of the Supervisory Board of the Foundation's other powers, the Supervisory Board

- a) supervise the executive board shall exercise powers under the Act and in accordance with the foundation charter and statutes,
- b) monitoring compliance with the requirements for the provision of grants,
- c) the Board notes the shortcomings and gives suggestions for their elimination,
- d) control how the accounts are maintained and reviewed annual, extraordinary and consolidated financial statements

e) comments on the annual report and

f) at least once a year report to the Governing Council in writing a report on its inspection activities.

(2) The Supervisory Board to represent the Foundation Board of Trustees, as well as any matter which interested members of the Board contrary to the interests of the Foundation. For this purpose, the Supervisory Board shall designate one of its members.

#### § 371

(1) The Supervisory Board shall convene a board meeting, so if the proposal fails to Supervisory Board Chairman of the Board.

(2) In the scope of its supervisory board authorized member may inspect the documents required by the Foundation and members of other organs of the Foundation or its employees to explain the various issues.

#### § 372

Unless the foundation deed of something else, elect and recall members of its Supervisory Board itself. For election and dismissal of Supervisory Board members and their term of office shall apply mutatis mutandis to the Board.

#### Inspector

#### § 373

(1) If the established supervisory board, auditor performs its scope.

(2) Endowment Foundation charter or statute may provide that the auditor will perform the function of a legal person whose activity enables performance monitoring and inspection activities, and that this function will perform for an indefinite period of time.

#### § 374

(1) To be eligible to be an auditor shall apply mutatis mutandis § 369th If the auditor legal person may exercise its rights and duties of the comptroller's representative who qualifies under the first sentence.

(2) Unless the foundation deed of the shorter term auditor is five years. Inspector can be selected and repeatedly if it does not rule out the foundation charter.

#### § 375

(1) Unless the foundation charter another way, the comptroller elects and dismisses the Board.

(2) Unless the foundation deed of other reasons, the Board dismiss the comptroller, who seriously or repeatedly violated the foundation charter or statute, or who violated the law obviously means distorting the reputation of the foundation. Failure to do so within one month from the date when the reason for the appeal heard, but not later than six months from the date when the reason was, the comptroller appeals court on motion of a person demonstrating a legitimate interest, the right of appeal to seek the comptroller terminates If not exercised within one year from the date when grounds for the appeal arose.

#### Cancellation of the liquidation of the Foundation

#### § 376

It was to achieve the purpose for which the trust is established, the foundation is abolished and the Board shall elect a liquidator.

#### § 377

(1) The court shall cancel the Foundation with a proposal for the liquidation of the person on it has a legal interest, or its own motion if the

a) Foundation operates prohibited in § 145 or is inconsistent with § 307,

b) the Foundation will partner unlimited liability company,

c) the foundation is seriously or repeatedly violates the prohibition of providing the endowment contribution the person named in § 353,

d) Foundation provides endowment contributions for more than two years without it for a serious reason

e) Foundation manages the endowment principal in violation of § 339,



f) the value of the endowment principal will reduce the amount of CZK 500 000, and that the situation lasts longer than one year from the end of the accounting period in which the impairment occurred endowment principal,

g) any endowment principal does not return for more than two years, or

h) is not consistently possible for the Foundation continues to fulfill its purpose.

(2) This provision is without prejudice to the § 172nd

#### § 378

(1) The liquidator liquidation cashing in nature to the extent necessary for the Foundation's debt settlement. With the liquidation balance disposed of by the foundation deed.

(2) Determine the foundation charter of community foundations, the remaining assets to be used for other than public benefit to be disregarded to it.

#### § 379

(1) Unless the foundation charter, as it should be dealt with liquidation balance, it offers a liquidator foundation with a similar purpose. If not for a serious reason, the Board may decide that the remaining assets primarily offers community, region or state.

(2) If the well can be the foundation of a similar offer to the remaining assets, or if the offer made under paragraph 1 of rejected offers liquidator liquidation balance municipality in whose territory the headquarters of the Foundation. If the municipality does not accept an offer or within two months from the date of its effectiveness, the remaining assets shall become the county in which the Foundation has its seat.

#### § 380

Gets the remaining assets to the municipality, county or state, the only remaining assets to publicly beneficial goals.

#### § 381

If the foundation received the assigned claim on the public purse of § 378 shall not apply and the liquidator will handle the relevant part of the liquidation value as decided by the competent authority.

#### Conversion Foundation

##### § 382

(1) The conversion of the foundation may be merging with another foundation or endowment fund or by changing the legal form of the endowment fund.

(2) Foundation can be merged with another foundation or endowment fund, if the foundation does not list and interested persons are the same or similar purpose. When you merge with Foundation Endowment Fund shall be the successor entity Foundation.

##### § 383

(1) the merger agreement contains at least

- a) details of the name, address and identifying information of interested parties, specifying which of these is the merging and acquiring,
- b) determination of the structure in which the successor takes over the person component of equity and loan capital of the acquired person, not a liability,
- c) the amount of the endowment of capital, if the person acquiring the Foundation
- d) an agreement amending the Statute of the acquiring person, if there is a result of the merger of such a change,
- e) the record date.

(2) combine to the foundation, endowment, the amount of capital pursuant to paragraph 1. c) the sum of the endowment capital of the merging foundations. When you merge the endowment fund with the Foundation as the successor entity may be increased endowment capital as stipulated in § 342, in which case the merger agreement must contain the elements listed in § 342 paragraph 2

(3) the merger agreement takes the form of a public document.

##### § 384

(1) Interested persons before entering into a contract to merge with each other make their accounts and provide additional information and documents needed to assess the legal and economic consequences of the merger.

(2) Those who are familiar with the data referred to in paragraph 1 shall maintain the confidentiality of the facts which the law prohibits the disclosure of or disclose to the interested party can cause serious harm.

#### § 385

Supervisory board or supervisors interested parties review the accounts of each of the interested parties and draw up a report on the facts that are the subject of accounting, including their views on the draft contract of merger and economic consequences of the merger, the report can be compiled as common to all interested parties.

#### § 386

(1) If the report prepared pursuant to § 385, decided to merge the Board of interested persons. Board meetings must be announced at least thirty days before it takes place, in this time period, each member of the Board shall make

- a) a draft contract of merger,
- b) if the result from the merger to change the statutes of the acquiring person's statutes,
- c) the accounts of all interested parties; if financial statements are compiled from data from the date on which the date of preparation of the draft contract of merger has been more than six months, the interim financial statements of the person,
- d) the opening balance sheet of the acquiring person and
- e) a report under § 385th

(2) The Governing Board may contract proposal to merge only accept or reject.

(3) Convenes the board meetings with interested parties as joint, individual Board vote on the proposal to merge the separate contracts. However, if the contract after approval by the elected board members of the acquiring person, the Board may determine the persons to be on those members to vote together.

#### § 387

(1) Interested persons shall publish at least thirty days before the meeting of the Board a joint announcement, stating, what concerns people with the merger and which of them will become the successor entity.

(2) Logs If a creditor of the person concerned a claim within six months from the date of the registration of the merger became effective against him, has the right to adequate security, if it proves that the recoverability of receivables will worsen. If a creditor proves that the recoverability of receivables due to the merging způsobem significantly worsen the right to adequate assurance division before entry into a public register.

#### § 388

Right to claim the invalidity of the merger agreement is only the person, board member, a member of the Supervisory Board or Auditor; this right shall expire, unless the application is made within three months from the date on which held a board meeting.

#### § 389

(1) The application for entry into the merger serves the public register of all interested parties together; sign proposal also board members of the acquiring entity.

(2), upon application, shall register the merger by the same date deleted in the public register merging osoby, noting who is the legal successor and the successor person shall state the effective date of the merger and the names, addresses, location and identifying data of persons who osobou merged with the successor, and any other changes for the acquiring person, if the merger occurred.

#### § 390

(1) do not submit to the person for registration of the merger within six months from the date of the merger agreement was entered into, any of the participants, which was prepared to submit a proposal, withdraw from the contract. Withdraws from the contract even if only one party, void the obligations of all parties, established by treaty.

(2) do not submit to the person for registration of the merger within one year from the date of the merger agreement was concluded, the contract withdrew from all interested parties.

(3) jointly and severally with the person concerned, which caused the petition was not filed in time merge, replace the other parties that suffered damage from the members of its statutory authority, except those who prove that they had developed sufficient effort to the petition was filed on time .

#### Change of legal form of the Foundation's endowment fund

##### § 391

(1) Brooks, where the foundation charter specifically, the Administrative Board, after prior approval of the Supervisory Board or the comptroller may decide to change the legal form of the Foundation's endowment fund, but only if the impairment of the endowment principal amount specified in § 330, paragraph 1, non-transitory period.

(2) The decision to change the legal form must contain

- a) identification of the Foundation name, address and identifying the indication
- b) the name of the endowment fund after the change of legal form,
- c) the record date,
- d) information about members of the institutions endowment fund, which shall be entered in a public register.

(3) The decision takes the form of a public document.

##### § 392

The decision to change the legal form becomes effective on registration in a public register.

##### § 393

(1) At least thirty days before the meeting of the Board of Trustees shall publish a notice of intent to adopt a decision on the change of legal form.

(2) A creditor of the Foundation, who logs in his claim within six months from the date of the registration change of legal status became effective against third parties, may seek to ensure reasonable certainty of their claims, if a change in legal form the collection of the worse. If a creditor proves that a change in legal form recoverability of its assets substantially worse, it has the sufficient security before registration change of legal status in the public register.

Subsection 3  
Endowment fund

§ 394

(1) The founder establishes an endowment fund for the purpose of economically or socially useful.

(2) Name of the endowment fund must include the words "endowment fund".

§ 395

The Foundation is based charter for the acquisition or death.

§ 396

(1) founding legal act contains at least

- a) the name and address of the endowment fund,
- b) the name of the founder, and his place of residence,
- c) definition of the purpose for which the Foundation is based,
- d) an indication of the amount of deposit, or its non-cash item,
- e) the number of board members and the names and residence of its first members, and an indication of how the trustees for the Foundation Act,
- f) the number of Supervisory Board members and the names and residence of its first members, or the name and residence of the first comptroller,
- g) designation of the controller and deposits
- h) the conditions for the contributions from the property endowment fund, or specific activities, which, given an endowment fund to carry out its purpose.

(2) Establishes to the endowment fund for acquisition and death unless the founder or the procedure for appointing the first members of the Management and Supervisory Board, or the first auditor, appointed by the executor, otherwise it is called upon the motion of the person on a legitimate interest.

§ 397

The emergence of the endowment fund

The Foundation created the day of enrollment in a public register.

§ 398

(1) The assets of the endowment fund is a file generated from deposits and donations, the subject does not meet the assumption of sustained yield. What is the property of the endowment fund can not be stopped, or otherwise used to secure debt, the legal action that contradicts it not be considered.

(2) The assets of the endowment fund can be disposed, if it is consistent with the purpose of the endowment fund. It can also be used for investment deemed prudent.

(3) The Foundation creates endowment principal or endowment funds.

§ 399

(1) Brooks where expressly founding legal proceedings, the Board may decide, after prior approval of the Supervisory Board or the comptroller of the change of legal form to the Foundation endowment fund. The decision to change the legal form shall include the designation of the endowment fund name, address and identifying data and requisites established for the endowment deed.

(2) The decision takes the form of a public document.

§ 400

(1) At least thirty days before the meeting of the Board shall publish notice of the Foundation plan to change the legal form.

(2) The creditor endowment fund that will log his claim within six months from the date of the registration change has become effective against third parties, may require to ensure their claims sufficient certainty to worsen as a result of change in legal form recoverability of receivables. If a creditor proves that a change in legal form recoverability of its assets deteriorate significantly, it has the sufficient security before registration change of legal status in the public register.

## § 401

(1) Unless permanently possible for the Foundation continues to fulfill its purpose, the Board decided to abolish the endowment fund with liquidation and the liquidator chooses.

(2) fails to fulfill the purpose of the endowment fund, which has been established, the court can cancel the proposal of the person on a legitimate interest, and order its liquidation.

## Section 4

### Institute

## § 402

The Institute is a legal entity established for the purpose of operating activities socially or economically useful by using their personal and financial components. The Institute operates, the results are equally available to everyone under predetermined conditions.

## § 403

If you operate a commercial establishment or institution other ancillary work shall not operate to the detriment of the quality, range and accessibility of services provided within the main activities of the Institute. Institute of profit can only be used to support activities for which it was created, and to cover the cost of the administration.

## § 404

### Name of Institute

Name of the Institute shall include the words "written constitution", but suffice abbreviation "z U."

## § 405

### Establishment of Institute

(1) The Institute establishes the charter for the acquisition or death. Founding legal act contains at least



- a) the name of the institute and its seat,
- b) the purpose of defining the subject of his institute activities, or even the subject of his business,
- c) an indication of the amount of deposit, or its non-cash item,
- d) the number of board members and the names and residence of its first members and
- e) details of the internal organization of the constitution does not reserve to its adaptations to the constitution.

(2) Establish the legal foundation of the Supervisory Board, shall specify the number of members of the Supervisory Board and the names and residence of its first members.

#### § 406

(1) The amendments to the founding of the infringement decision and the founder of the Institute.

(2) If no decision can founder, takes his right to institute legal person designated by the founding act to the extent specified therein, otherwise the Board shall, in this case, the board's decision to amend the purpose of the department or its cancellation requires prior court approval.

#### § 407

##### Establishment of the Institute

Department created by the registration in a public register.

#### § 408

##### Director

(1) The Director is the statutory body constitution. Status to that authority may choose other indications, when the wake misleading impression of his character.

(2) The director may not be a member of the Board and was established by the supervisory board or other authority of a similar nature, then no member of such authority. If the director selected a person convicted of an intentional criminal act, to account for election.

#### Board

#### § 409

(1) Unless the founding legal act another way, appoints and removes members of the board founder. If possible, the elect and recall members of the Management Board Supervisory Board, if established, otherwise the Board shall elect and recall members of their own.

(2) Unless the founding legal acts of another term of office of Board member is three years. If it does not exclude the founding legal act can be a member of the Board to vote repeatedly, but if the Board elects and dismisses the members of their own, can be re-elected the same person no more than two consecutive terms.

(3) If the Supervisory Board established, membership on the Board and the Supervisory Board incompatible.

#### § 410

Management Board shall elect and dismiss the Director, oversees the performance of its scope and findings of law institute proceedings against the Director, unless otherwise specified, as the institute reflected in these legal proceedings will Chairman of the Board.

#### § 411

(1) The Board approves the budget, good and outstanding financial statements and annual report of the Institute.

(2) decide whether to launch the business establishment or other support activities for the institute or change its course if the founding legal act determines otherwise.

#### § 412

(1) Unless the founding legal act other restrictions, the Board grants prior consent to the legal acts to which the Institute

- a) acquires or disposes of property rights to immovable property,
- b) owns immovable thing loads,
- c) acquires or disposes of copyright or industrial or
- d) shall constitute a separate legal entity or person involved in such investment.

(2) Unless the founding legal act otherwise, given the prior approval of the Board as well as legal acts to which the institution acquires or disposes of ownership of movable property whose value is greater than the minor contracts under the law regulating public procurement.

#### § 413

##### Statute of the Institute

(1) Determine if the founding legal act or, if appropriate, the Board will issue status and constitution adapted in its internal organization of the Institute and details of its activities.

(2) Department of depositing publish status of the collection of documents. Anyone can register on the status of the public to inspect and take extracts thereof, duplicates or copies. The same law can be applied also at the headquarters of the institute.

#### § 414

Unless the articles of incorporation, constitution of board members that belong to a performance fee and method of its destination, the director belongs to the usual fee and it is considered that the function of members of other authorities are honorary. In this case, the director shall determine the amount of remuneration or the method of determination of the Board.

#### § 415

(1) The Institute is charged separately on the costs and benefits associated with the principal activity, the operation of the business establishment or other ancillary activities and the management institute.

(2) The financial statements auditor verifies the constitution when he imposed the founding legal act or statute, or if the amount exceeds net sales department ten million CZK. In these cases, the auditor also verifies the annual report of the Institute.

#### § 416

##### Annual Report

(1) Annual Report of the Institute includes, in addition to other requirements laid down in legislation regulating accounting other important information about the activities and management of

the institute, including the benefits provided to members of the Institute, and any changes in the founding legal action or changes in the bodies of the Institute membership.

(2) Unless the law of association meetings and other manner of publication, Institute publishes an annual report no later than six months after the reporting period, storing the collection of documents. Anyone can register on the status of the public to inspect and take extracts thereof, duplicates or copies.

#### § 417

If the Department does not meet your long-term purpose, revoke it upon the motion of the person demonstrating a legitimate interest.

#### § 418

In other legal relations of the Constitution shall apply mutatis mutandis to the Foundation; not apply, the provisions of the principal foundation and endowment funds.

#### Part 4

#### Consumer

#### § 419

Consumer is any person who outside his business or outside the independent exercise of their profession enters into a contract with the entrepreneur or otherwise involved.

#### Part 5

#### Entrepreneur

#### § 420

(1) Whoever performs independently on their own account and responsibility of trade or employment in a similar manner with the intent to do so consistently for profit, is considered with regard to this business for entrepreneurs.

(2) For the purposes of consumer protection and for the purposes of § 1963, the business also considers any person who enters into a contract related to its commercial, industrial or similar activities or the exercise of his own profession, or a person acting for or on behalf of entrepreneurs.

#### § 421

(1) The entrepreneur is a person registered in the Commercial Register. Under what conditions persons entered in the Commercial Register, the other law.

(2) It is considered that the entrepreneur is a person who has a business to business or other authorization under another Act.

#### § 422

An entrepreneur who does business name, legal acts in the business under his own name, to join him closer to his additions characterizing a person or a commercial establishment must not be misleading.

#### Business Name

#### § 423

(1) Company name is the name under which the business is registered in the Commercial Register. The entrepreneur may have more commercial enterprises.

(2) The protection of the trade name belongs to the person who used her right the first time. Who was affected in his law firm to business, has the same rights as the protection against unfair competition.

#### § 424

Business name must not be confused with another company or business must not act deceptively.

#### § 425

(1) A person shall be entered in the Commercial Register under the trade name usually formed in his name. A change in his name may be used in a commercial company to continue its former name, however, publish the name change.

(2) Write to the man in the Commercial Register under the trade name other than under its own name, it must be clear that no commercial business entity.

#### § 426

If more commercial plants of several businesses linked to a business group can have their name or business name containing the same elements, but the public must be able to distinguish them.

#### § 427

(1) Whoever acquires the business name, has the right to use it if it has the consent of his predecessor or his successor, but is required to join the business name statement expressing the law of succession.

(2) The conversion of a legal person goes to the legal business name of the successor, with the agreement, the consent of another person is not required. If a person has more legal successors and determines if it is to which one trade name is transferred, the business name does not change any of them.

#### § 428

Withdraw consent to the use of his name in the business name of a legal person is entitled to one who has obtained a valid reason so that after it is not justified to require that his name was used in the business name, such a reason may be particularly prevalent change the nature of the legal entity change in ownership structure or business corporation. Under these circumstances, the right to withdraw consent and the legal successor of the person who gave consent.

#### § 429

Registered entrepreneurs

(1) business office to determine the address registered in a public register. If not registered with an individual as an entrepreneur in a public register, its headquarters location, where the main commercial establishment, or where he resides.

(2) References to the entrepreneur as its headquarters location other than his actual residence, each can call his head office. Against a person who invokes the registered seat of business in the public register, the entrepreneur can not argue that it has its registered office in another location.

#### Representation of entrepreneurs

##### § 430

(1) If the entrepreneur entrust someone in the operation of the business establishment an action is represented by the person entrepreneurs in all the negotiations that occurred while this activity typically occurs.

(2) Entrepreneurs and committed acts of another person on its premises, if the third party in good faith that the acting person is authorized to act.

##### § 431

Whenever the representative agent to businesses, entrepreneurs undertake legal proceedings, this does not apply to know if the third person of the crossing or had to know about it, considering the case.

##### § 432

#### Prohibition of competition

(1) A person who acts as agent for service podnikatelův business establishment, shall, without the consent of the entrepreneurs to make their own or someone else's account anything that falls within the field of business competition. If it happens so that the entrepreneur can claim to be his representative of such a refrain.

(2) if the representative was acting on his own account, the entrepreneur may demand that hosts the meeting was declared to have been made on his behalf. If the agent was acting on behalf of another, an entrepreneur may demand that it be forwarded to the right to remuneration or reward, he was released already provided. These rights expire if not exercised within three months from the date

on which the entrepreneur learned of the hearing, but no later than year after the date on which the action took place.

(3) Instead of rights under paragraph 2, the entrepreneur may claim damages, but only if he could, and representatives know that their actions harm businesses. He had to have known and also the person in whose favor podnikatelův representative illegally acted, that this is an activity detrimental to the entrepreneur is obliged to pay damages also on.

#### § 433

(1) Whoever acts as an entrepreneur to other persons in economic relations, not their quality expert or exploit their economic power to create or use according to the weaker party and to reach clear and unjustified imbalance in their mutual rights and obligations of the parties.

(2) It is considered that the weaker party is always a person to entrepreneurs in the economic relations among acts related to their own business.

#### § 434

If the entrepreneur can demonstrate to the public, at which point the business will allow the public to join with him in this place into a legal contact within the specified working hours, otherwise the usual time.

#### § 435

(1) Every entrepreneur must be placed on business papers and the information made available to the public through remote access to your name and address. Entrepreneur Incorporated places on the commercial documents also indicate the minutes, including section and inserts; entrepreneur enrolled in a public register shall be marked on their registration in that register; unregistered business in a public register shall be marked on their registration in other records. If the business was assigned identifying information, and the state.

(2) The list referred to in paragraph 1 may give additional information if they are not capable of creating a misleading impression.

### TITLE III

### REPRESENTATION



## Part 1

### General Provisions

#### § 436

(1) Who is legally authorized to act on behalf of another is his agent; representation of the rights and obligations arise directly represented. Unless it is clear that someone is acting for another, rule, act in his own name.

(2) If the representative in good faith or had to know for certain circumstances, to take into account also the case represented, this is not the case, the fact that a representative before the learned representation. If represented in good faith, can not invoke good faith representative.

#### § 437

(1) can be represented by another person whose interests are contrary to the interests represented, unless the contracting agency, represented by such breach knew or should have known.

(2) if the representative acted, whose interest is contrary to the interests represented, with a third party, and knew where this person about the circumstances or had to know about it, you may call it represented. It is understood that there is a contradiction in the interests of agent and principal, if the agent acts as the third person, or if it acts in its own affairs.

#### § 438

A representative is personally. May appoint an additional representative, if the represented agreed or required by the urgent need, however, is responsible for the proper choice of its people.

#### § 439

If the same thing, represented for more agents, it is understood that each of them can act independently.

#### § 440

(1) exceeded the agent to agent, represented undertakes legal proceedings, if the excess be approved without undue delay. This is true even if the law is another person who is not entitled to.

(2) If legal proceedings without undue delay is approved, the person who legally act for another, she obliged. The person with whom the negotiations and in good faith, may require acting to fulfill what was agreed, or to replace damage.

## Part 2

### Terms represented

#### Section 1

#### General Provisions

##### § 441

(1) If you Ujednají the parties represented by one of them named in the second range as an agent.

(2) Principal zástupčího indicating the extent authorized in the mandate. Except where the representation only to a certain legal proceedings, shall be granted power of attorney in writing. If required for a particular form of legal proceedings, shall be granted in the same form and power of attorney.

##### § 442

The principal can not waive the right to revoke authorization ujednají But if his appeal to the specific grounds of appeal can not be authorized for another reason. This does not apply if the principal has authority to appeal particularly compelling reason.

##### § 443

When authorized legal entity entitled to exercise privileges zástupčího scope of its statutory authority. The performance is entitled to representation and the person designated by the statutory body.

#### § 444

(1) Who own fault causes a third person believing that authorized someone else to a legal action can not invoke the lack of authority, was the third person in good faith and was able to reasonably assume that the authorization was granted.

(2) principal gave the other person know that an agent authorized by law to certain acts, it may be to invoke the powers disappeared later, just as she was before zmocněncovým conduct announced or if the person at the hearing on the dissolution zmocněncově knew.

#### § 445

Acted as a representative of the person unfit in the matter itself legally to act, it can not be relied on against the person in question knew or could know.

#### § 446

Exceeded if the agent and the agent to agree with the principal, it shall notify the person you are legally agent acted without undue delay after the legal proceedings heard. Failing that, the crossing approved, this does not apply if the person with whom the legal acted, and could be no doubt from the circumstances to know that the proxy agent to clearly exceeded.

#### § 447

If the principal's instructions contained in the mandate and had to be known to the person against whom the agent acted, it shall be for breach of their excess zástupčího permission.

#### § 448

(1) The authorization expires executing legal proceedings for which representation was limited; authorization expires, even if the withdrawal of the principal or agent terminates. Death of a principal or agent, or if some of the legal person ceases to exist if there is no longer authorized, unless stipulated otherwise.

(2) Unless the appeal Agents known, has its legal act the same effect as if the authority still continued. This, however, can not invoke party to the appeal authority knew or should have known.

#### § 449

(1) If the principal dies or terminates the authorization agent, agent still do everything that can not be delayed to the principal or his legal successor suffered any loss. His conduct has the same legal effect as if it took more authority, if not contrary to what the principal or even ordered his legal successor.

(2) The Commissioner shall without undue delay after termination of authorization everything he bestowed the principal or the principal as received. He died when an agent has a duty to the principal that everyone has these things together.

#### Section 2

#### Attorney

#### § 450

(1) authorizes the granting of procuracy entrepreneur Incorporated procurator legal actions that occur during operation of the business establishment or branch, and also those for which otherwise requires a special power of attorney. Dispose of or encumber an immovable thing is authorized proxy, if explicitly stated.

(2) The granting of procuracy must be explicitly stated that it is a procuracy. If the entrepreneur grants procuracy for any branch of his business establishment or any of several plants of their business, identify specifically the branch or plant.

#### § 451

Proxy is not entitled to delegate to someone else procuracy or other grant procuracy, the opposite arrangement is disregarded.

#### § 452

(1) prohibits the grant procuracy legal entity.

(2) If a power of attorney granted to several persons, each of which represents businesses separately, unless it is determined at the grant procuracy something else.

#### § 453

Restrictions on procuracy internal guidelines shall not take effect against third parties even when it was published.

#### § 454

Proxy performs procuracy with due diligence.

#### § 455

Proxy is signed by the company business affix its signature and data indicating the procuracy, the attorney was granted for a single branch or one of the more commercial establishments, also attach information identifying the branch or plant.

#### § 456

Attorney terminates the transfer or leasing business or a branch plant, for which it was granted. Death entrepreneurs attorney does not expire unless stipulated otherwise.

### Part 3

#### Legal representation and guardianship

#### Section 1

#### General Provisions

#### § 457

Legal representation and guardianship is intended to protect the interests represented and the fulfillment of his rights.

#### § 458

The legal representative or guardian is not legally entitled, under-represented to act in matters relating to formation and dissolution of marriage, exercise parental responsibilities and rights, as well as the acquisition in case of death or declaration of disinheritance and their appeal.

#### § 459

The legal representative may not withdraw the case represented a special popularity, unless justified by the threat to life or health, in the case of a minor who is not fully enjoys the full rights also another compelling reason. Thing special popularity must be represented by left and when placed in a medical facility, in social services, and social and legal protection of children or similar device.

#### § 460

If there is a conflict of interest legal representative or guardian or the interest represented a clash of interests of those who are represented by the same legal representative or guardian, or if there is such a conflict, represented by court appointed guardian ad litem.

#### § 461

(1) Manages the legal representative or guardian of the represented capital, it has the current management of such assets. If it does not matter of routine, required for loading the assets represented by court approval.

(2) A gift or inheritance represented a reference for the condition that it will be managed by a third party, the administration of excluded under paragraph 1. The legal representative or guardian may adopt such a gift, inheritance or reject link; to refuse approval of the court is required.

#### § 462

The legal representative or guardian can request represented a reward for the proxy. However, if the duty to manage assets, may be granted for the administration fee. About the amount the court with regard to cost management, the value of managed assets and proceeds thereof, as well as working time and demand management.

#### § 463

(1) guardian appointed by the court; opatrovníkových simultaneously determine the scope of rights and obligations. A person who has been appointed guardian, the duration of custody becomes a ward.

(2) If so requested by the guardian, the court shall recall him, a guardian appeals court even if they do not fulfill their obligations. At the same time appoint a new guardian's ward.

#### § 464

(1) Except where the management of assets, a person can appoint only one guardian. If the special guardian appointed to manage assets represented or management of its assets and also guardian of the person belongs to another of them represented the exclusive representation in court, even if you managed assets concerned.

(2) If the court appoints guardians and more unless, in those matters, each of which produced legal act for the ward alone, the guardians must act jointly.

### Section 2

#### Guardianship man

#### § 465

(1) The court shall appoint a guardian a person when necessary to protect its interests, or if required by the public interest. Court shall be appointed guardian especially to someone in incapacitation limit, the one about whom it is not known where he resides, stranger participating in certain legal proceedings or to the person whose state of health it causes difficulties in administering property or defending rights.

(2) If justified by the circumstances, the court may impose the Depositary, to the extent appropriate, insured in the event that the exercise of its function causes the ward to another person or damage.

#### § 466

(1) The duties of a guardian entitled to keep the ward in an appropriate manner and scheduled flights to the extent required, to show real interest in the ward, as well as take care of his health and take care of filling opatrovancových rights and protect its interests.

(2) decides if a guardian opatrovancových matters ward explain clearly the nature and consequences of decisions.

#### § 467

(1) A guardian in fulfilling their duties opatrovancova legal statement and ensure that his opinions, even if the guardianship shown earlier, including beliefs or religion, systematically take them into account and arranges opatrovancovy affairs in accordance with them. If possible, the guardian shall proceed according to the interests of the ward.

(2) The guardian shall ensure that the way opatrovancova life was not in conflict with his abilities and that, if this is not reasonably disagree, and meet special opatrovancovým ideas and wishes.

#### § 468

Death or a guardian's custody reference and does not expire until the court appoint a new guardian's ward, transferred to the Public Guardian under another law.

#### § 469

(1) A person, whose health has to manage its assets or in defending his rights problems, the court appoints a guardian to his proposal and in accordance with such a proposal determines the scope of the guardian. The proposal also ward guardian appeals court.



(2) A guardian is usually in conjunction with the ward, the guardian acting alone, acting in accordance with the will of the ward. If you can not find the will of the ward, the guardian decides on a proposal from the court.

#### § 470

If you bear some of their wealth manager himself, he can not appoint a guardian to manage property. This does not apply, unless the administrator of the unknown, refuses to act in the interest represented or neglected this obligation, or is unable to manage assets.

#### § 471

(1) If the court decides on the appointment of a guardian a person may do so only after his views, if there are insurmountable obstacle; must also listen to his statement, or otherwise determine its position and build on it.

(2) The court appointed guardian of the person who suggested guardianship. If possible, the court appointed guardian, usually a relative or another person close to the ward, the ward who can demonstrate a long-term and serious interest and ability to manifest it in the future. If you can not even, the court appointed guardian, another person who qualifies to become a guardian, custodian or public under another law.

(3) Eligibility to be a public guardian is in the municipality where the residence of guardianship or legal person established by the municipality for the tasks of this kind of appointment of public guardian under another law is not subject to his consent.

#### Guardian Council

#### § 472

(1) If the appointed guardian, a guardianship or any person close to the ward to ask advice on the establishment of guardianship, the guardian shall convene a meeting of close friends and his ward, if known to him, so that a meeting was held within thirty days after receipt of the request . If the meeting convened in time or if not held for any other reason, or if not elected to the Guardian Council, convene a meeting of the court, even without a petition.

(2) The meeting may participate in guardianship, every person close to the ward and any of his friends, though not invited, each of whom has one vote. Attend the meeting if at least five persons may be elected Guardian Council.

#### § 473

(1) Persons present at the meeting shall elect members of the Board of guardianship, or their alternates, by majority vote. When the choice must be respected, if possible, a balanced representation of persons listed in § 472nd

(2) Member opatrovnické Board may be just the person who certifies the ward long-term and serious interest and ability to manifest it in the future and whose interests do not contradict the interests of the ward. The guardian can not be a member of the Board of guardianship.

#### § 474

Guardian Council has at least three members. It is able to pass resolutions in the presence of most members, however, when three members of the Guardian Council, requires the presence of all. Guardian Council decisions are taken by majority vote of members present.

#### § 475

The election of Board members and alternate custodian shall prepare a registration clerk, designated by the present. The registration must be clear when the meeting took place, who attended her, who was elected secretary, a member of the Board and sub custody and how many voices, whether the hearing against anyone protesting and why. Protests submitted in written form must be attached to the minutes. Writing on the election of board members opatrovnické clerk delivers the guardian and the court appointed guardian.

#### § 476

(1) The court may, on application of any guardian or a person authorized to attend the meeting, or a motion to declare election invalid if it occurred at such a violation, as a result, there opatrovancova injury. In this case, the court shall order without delay re-election.

(2) If there are serious reasons for it, the court may initiate proceedings to suspend the exercise of guardianship board member until a decision on the invalidity of the election.

#### § 477

(1) guardianship council member is elected for an indefinite period. From his office may withdraw, the withdrawal is effective delivery of written notice to the Depository and the court. Withdrawal shall notify other members of the guardianship council.

(2) The court may remove from office a member of the Council on a proposal opatrovnické guardian or any of the persons entitled to attend the meeting, or on its own initiative, if a member of the Board opatrovnické seriously or repeatedly violates its obligations, they lose the interest of the ward or to find themselves His interests are repeatedly in conflict with the interests of the ward. The provisions of § 476, paragraph 2 shall apply mutatis mutandis.

(3) Upon termination of the guardianship board member of the guardian or custodian Board Chairman will arrange a new election board member or alternate custodian. Not take place if the election without undue delay, the court pursuant to § 472 paragraph 1, mutatis mutandis.

#### § 478

(1) Guardian Council shall meet at least once a year, the meeting convened by its chairman or guardian, custodian or any member of the Board or upon the motion of a person who can demonstrate serious interest in the ward, or its own motion.

(2) Guardian Council meeting to invite ward and guardian.

(3) The minutes of a meeting of the Board of guardianship must be clear, when held, who attended him, what decisions were taken, who raised a protest and who took writing. Unless stated on the record who voted for the proposal and one against the proposal, it is considered that all Council members present voted for guardianship adoption of the proposal. Write the President delivers the tutelary guardian council and the court appointed guardian.

#### § 479

(1) Guardian Council, at its regular meeting, the guardian shall consider a report on its activities in ward affairs, comments on the inventory of assets of the ward and his administration bill also bill any fees for managing the property guardian.

(2) if agreed on the Guardian Council, members of the commission shall submit its resolution to the court's proposal to change the fees for managing the assets of a guardian ward.

(3) if agreed on the Guardian Council, an authorized member shall submit its proposal for the abolition of court custody, or guardian to appeal and its replacement by another person.

#### § 480

(1) Without the consent of the custodial guardian council may decide to

- a) change of residence ward,
- b) the location of the closed ward department or similar facility when the health of the ward apparently does not require or
- c) interfering with the integrity of the ward, unless the surgery without serious consequences.

(2) Without the consent of the custodial guardian council shall not dispose of property of ward, in the case of

- a) the acquisition or disposal of property worth more than the amount corresponding to one hundred times the subsistence individual under other legislation
- b) the acquisition or disposal of property exceeding one-third opatrovancova property, unless this third value represents only a minor, or
- c) the receipt or provision of loans, credit, or certainty in the values referred to in subparagraph a) or b) unless such a decision requires court approval.

(3) If it is in the interest of the ward, the Guardian Council to act, what other decisions the guardian of the ward is subject to its consent for such resolution may limit the guardian in excess of reasonable circumstances.

#### § 481

Opatrovnické member council, which voted for its decision, guardian or guardianship may, within fifteen days of receipt of the decision to request the court to set aside the decision opatrovnické board and replaced them with his decision. Until the court decides, the decision comes into legal guardianship board effects.

#### § 482

(1) If the Guardian Council set up by a lack of a sufficient number of persons listed in § 472, paragraph 1, or other similar reasons, upon the motion of some of these people decide that the scope of the guardianship council will carry out only one of these people and decide At the same time of her appointment.

(2) If elected Guardian Council and if possible, or procedure pursuant to paragraph 1, measures approved guardian or ward sides of his property instead of court guardianship council.

### § 483

(1) to approve the court, the guardian must agree with the change of status ward.

(2) Manages the guardian opatrovancovo fortune, not without the consent of the court, the court did not rule on other restrictions

- a) undertake ward to fulfill one of the guardianship council members or persons close to that member,
- b) acquire immovable thing for the ward or an interest in her, nor opatrovancovu immovable thing, or any contribution to alienate or encumber,
- c) to acquire the plant ward business, share trading business or share in the legal person or the property to dispose of or encumber, this does not apply in the case of subscriber acquisition or similar securities ensuring the safe return
- d) enter into a contract binding him ward in a continued or repeated performance for more than three years
- e) to refuse inheritance or other benefits from the estate or
- f) undertake ward on free performance of another person unless it is a gift made to the usual opportunities according to the principles of decency in a reasonable range and is capable of guardianship judgment and expressed agreement with the gift.

(3) Notwithstanding the provisions of paragraph 2, the guardian may, if approved court to deal with the property of the ward, in the case of

- a) the acquisition or disposal of property worth more than the amount corresponding to the minimum subsistence pětisetnásobku individual under other legislation
- b) the acquisition or disposal of property exceeding one half opatrovancova property, unless that is the value of half a very small and is not a thing that is special things for the ward popularity or
- c) the receipt or provision of loans, loan or security, in terms of paragraph a) or b).

(4) The court before a decision under paragraphs 1 to 3 require the opinion of the guardianship council. Informs the Council considers opatrovnická opinion within a reasonable time, then the court decides itself.

#### § 484

(1) A legal person whose principal activity is to care for people with disabilities and protect their interests, has the right to propose that the meeting was convened to establish a guardianship council.

(2) A legal person whose principal activity is to care for people with disabilities and protect their interests, which operates in the Czech Republic for at least three years and was a regular ward in combination at least three months, has the right to be a member of the Board or opatrovnické attend its sessions, to establish a guardianship board and ask the court to make custody decisions council is abolished and replaced by its decision. Not however, if such person, their rights in conformity with the interests of the ward, the court had the right to draft ward, guardian or members of the Board opatrovnické withdrawn.

#### § 485

##### Inventory management and accounting of assets

(1) A guardian who manages the assets of the ward, carried out within two months after his appointment an inventory of assets managed and delivered by a court ward and opatrovnické Council.

(2) The custody of a guardian shall prepare a statement of trusts annually by 30 June, unless the guardianship council members agreed that the bill submitted earlier. If an important reason for it can guardianship or Guardian Council to request the court to order the guardian required to produce an extraordinary statement. Guardian delivers every bill ward, guardianship council and court.

(3) Guardian, the function ends, delivers the final bill ward trusts, guardianship board and the courts or the legal guardian or another Commissioner appointed in probate proceedings. Death of a guardian, the court which appointed him, deeds and other documents relating to the affairs of his ward, and anyone who has these documents and papers together.

#### Section 3

##### Guardianship of a legal person

#### § 486

(1) The court appoints a guardian of a legal person that needs to be managed her affairs or to be defended its rights.

(2) a legal guardian, the court may appoint a person only a person who meets the conditions for eligibility to be a member of the Board. If the guardian ceases to meet these conditions, it shall notify the court without undue delay. If it knows the court that the guardian of these conditions does not, replace it without undue delay, the new guardian.

#### § 487

(1) The rights and obligations of the guardian of a legal person shall apply mutatis mutandis to the rights and obligations of a statutory authority. The scope of a guardian is adequately covered by the provisions on statutory authority.

(2) The court shall impose the Depositary that, with due diligence efforts to resume the proper statutory body, if necessary, the court further define the scope of the guardian with regard to the scope of other bodies of legal entities or associates as well as rights.

#### § 488

Determines if the founding legal proceedings that legal person to be appointed as a guardian for a person, the court appointed guardian of such person, if eligible to do so and agrees to the appointment.

### TITLE IV

#### AFFAIRS AND DISTRIBUTION

##### Part 1

##### General Provisions

##### Provisions of § 489Všeobecná

The case in the legal sense (the "thing") is all that is different from the person and the need to serve people.

§ 490

Case designed for general use is a public good.

§ 491

(1) The fetus is what provides a regular thing from their inherent nature, as given by the usual expedient identification and appropriate to it, whether by self or person without it.

(2) The benefits are what matter regularly gives of their legal nature.

§ 492

(1) The value of things, if it can be expressed in money, is its price. Price is determined by things like the usual price, unless otherwise agreed or provided by law.

(2) Special price things down, if its value is replaced, subject to the special circumstances, or due to the popularity of special properties of random things.

§ 493

The human body and its parts, although they were separated from the body, not a thing.

§ 494

Live animal has a special meaning and value as an already talented senses alive. Live animal and not a matter to the provisions on the live animal shall apply *mutatis mutandis* to the extent in which it does not contradict his nature.

§ 495



Summary of what a person belongs, consists of its assets. Name of the person consists of the sum of its assets and its debts.

## Part 2

### The division affairs

#### § 496

##### Things tangible and intangible

- (1) Tangible thing is to handle part of the external world, which is the subject of a separate nature.
- (2) Intangible things are right, the nature of it admits, and other things without physical substance.

#### § 497

##### Controllable forces of nature

The controllable forces of nature, which are traded shall apply mutatis mutandis to material things.

#### § 498

##### Immovable and movable

(1) real estate property land and underground construction with a separate special-purpose uses, as well as property rights to them, and rights for immovable property declared by law. When provided by other legislation, that a thing is not part of the land, in the absence of such a thing to pass from place to place without violating its essence, this thing is immovable.

- (2) All other things, whether their tangible or intangible nature, are movable.

#### § 499

##### Fungible thing

Movable thing that can be replaced by another of the same kind of thing is fungible, other things are irreplaceable. In case of doubt the case will be examined by customs.

## § 500

### Fungible thing

Movable thing which is commonly used in its consuming, processing or disposal, is fungible; are fungible and the movables belonging to the warehouse or to another file, if their use is common in that they are sold individually. Other things are nezužitelné.

## § 501

### Bulk thing

Collection of individual things belonging to the same person, regarded as one subject and as such, bearing a common designation is seen as a whole and form a collective thing.

## § 502

### Commercial plant

Commercial plant (hereinafter referred to as "race") is an organized set of assets that the entrepreneur who created and used in his will to carry on its activities. It is considered that the plant consists of everything that usually used for its operation.

## § 503

### Branch

(1) Branch is part of such plant, which has economic and functional autonomy and entrepreneur who decided to branch.

(2) If the branch is entered in the Commercial Register, it is a branch, it applies to other organizational unit, if the other enactment provides that the registration in the Commercial Register. Branch Manager is authorized to represent businesses in all matters relating to the branch after the date on which it was as head of the branch is registered in the Commercial Register.

## § 504

### Trade secrets

Trade secrets are competitively significant, identifiable, valuable and relevant business circles generally unavailable facts that relate to race and the owner of their interest in ensuring its adequate classification.

### Part 3

#### Part of the case and accessory case

#### Part of things

##### § 505

Part of the matter is all there is to it belongs by its nature and what can not be separated from the case without this thing canceled.

##### § 506

(1) The land surface is the space above and below the surface, buildings established on the land and other facilities (hereinafter referred to as "building"), excluding temporary buildings, including what is embedded in land or fixed in the walls.

(2) If no underground construction immovable property is part of the land, and it affects the other site.

##### § 507

The land is resulting vegetation on it.

##### § 508

(1) The machine or other device attached (the "machine") is not part of the immovable property registered in the public list, if it was with the consent of the owner's written objection to the same list that the machine is not his property. Reservation will be deleted if it shows real estate property owner or other person authorized to do so under the registration in a public list, the owner of immovable property became the owner of the machine.

(2) If such a machine be replaced by a machine that is part of the immovable property, can an exception to the list, the public, unless the person enrolled in a more favorable turn raises resistance. The right of resistance, however, has a person whose right to registration of reservations can not be shortened or the person whose claim has been met for that purpose can be met and the claim still immature.

#### § 509

Utilities, particularly water supply, sewerage or power lines or other, are not part of the land. It is understood that part of the utilities and construction and technical equipment with them operationally linked.

#### Case Accessories

#### § 510

(1) Case Accessories is a minor thing the main thing for the owner, if the purpose of minor things to it constantly received along with the main thing in their economic destination. If the matter side of the main things temporarily separated, continues to be accessories.

(2) It is understood that the legal proceedings and the rights and obligations relating to major matter of concern and accessories.

#### § 511

If in doubt whether something is accessory things, assess the case according to custom.

#### § 512

If the work part of the land, things are by the owner at the construction site facilities, if the purpose of enabling them to build or land within their economic purpose continuously utilized.

#### § 513

Accessory receivables are interest, default interest and costs associated with their application.

Part 4  
Securities

Section 1  
General Provisions

§ 514

A security is a deed with which the law in such a manner that is the issue of security can not be without this instrument apply neither to convert.

§ 515

If the issuer has not issued a security as a separate species with appurtenances modified by law, charter must specify at least a reference to the conditions of issue law, which is associated with the security, and information about the issuer.

§ 516

Fungible securities

(1) Securities of the same type issued by the same issuer in the same form, giving rise to the same rights are substitutes.

(2) The signature of the issuer to fungible securities may be replaced by its imprint, if they are currently used in the document security features against forgery or alteration of it.

§ 517

If the security of the person committed is different from the issuer and if he violates his duty, replacing the issuer of the damage caused.

§ 518

## Form of security

(1) A security may take the form of securities to bearer, to order, or in the name.

(2) If the security name of an authorized person, it is considered that this is a valuable paper on the series. Unless the security name of an authorized person is true that they are bearer securities.

## § 519

### Issue of securities

(1) Date of issue of securities shall mean the date may be issued to the first purchaser of a security. Unless specified otherwise, the date of issue of securities by the issuer.

(2) Issue of defining rights and obligations of the issuer and the holders of securities, as well as detailed information on the issue.

## § 520

### Issue of securities

(1) A security shall be issued on the date which satisfies the requirements set for it by law or other legislation and in the manner in which the property will become the first purchaser.

(2) The amount of money for which the issuer of a security issue, the issue price of securities.

## § 521

(1) If a purchaser in good faith, that shall duly issued a security is issued even though the requirements were not complied with the procedure for issue of securities or the securities become the property of the initial purchaser specified manner.

(2) A person whose rights have been affected by the requirement of the procedure have not been observed for the release of a security or that the securities become the property of the first acquirer laid down shall be entitled to compensation from the issuer, to the person who acted in this matter on behalf of issuer, or on his behalf, as provided herein.

## § 522

### Counterparts

(1) If a security is issued in several originals, copies must be numbered in the text document, or a copy of each considered a separate security.

(2) If there was filled on one copy, void of all other rights counterparts.

#### § 523

#### Coupon

(1) If a security linked to the right of return can be used to exercise this right to issue a coupon bearer bonds, coupons are issued at a coupon sheet. If part of the coupon sheet talon, implies a right to issue new coupon sheet, talon is not security.

(2) The coupon must contain at least information on

- a) the type and issuer of securities to which it was issued, the Certificate was issued to a security is required and its numerical designation,
- b) the amount of yield or the method of determining and
- c) the date and place of exercising the right to return.

#### § 524

#### Bulk List

(1) fungible securities can be replaced by public deed. To issue and issue public documents, the same conditions as for the issue of individual securities. Bulk list containing at least the essentials which the law provides for individual securities, including its number.

(2) The owner of a bulk certificate has the right to exchange it for individual securities, the issuer determines the conditions for the exchange, then the following conditions.

(3) The rights of an instrument of mass transfer can be divided into shares. This does not apply if there is immobilization of securities in its custody bulk in which case they must respond to each share of such securities, which are replaced by public deed.

#### Section 2

#### Book-entry securities

#### § 525

## Book-entry securities

(1) If the security is replaced by the corresponding entry in the register and can not be transferred other than by changing the entry in the record, this is a book-entry security. Uncertificated securities are fungible, if issued by the same issuer, and if they arise from the same rights.

(2) The provisions of the Securities Act shall apply to uncertificated securities, unless it excludes their nature, this law or other regulation.

## § 526

### Registration of uncertificated securities

Registration of uncertificated securities are recorded in the asset accounts, they are the account owner or account customers.

## § 527

### The account owner

(1) The owner of the account are recorded in the book-entry securities for which the account was established.

(2) It is understood that the owner of book-entry security is the person on whose account owner's book-entry securities registered.

## § 528

### Account customers

(1) The client account are recorded in book-entry securities of those book-entry security entrust those for whom the account was set up by customers.

(2) The person for whom the account was established customer, not the owner of uncertificated securities registered in this account.

## Section 3

### The conversion of securities to book entry securities and conversion to book-entry security security



## Subsection 1

### The conversion of securities to book entry securities

#### § 529

(1) If the issuer has decided to convert the securities to book entry securities, without undue delay, make public its decision including the period within which the owner of the security issuer securities are cast, and the decision at the same time publish a manner allowing remote access.

(2) to identify the prohibited period for submission of the issuer of a security less than two months nor more than six months from the date of publication of the decision.

(3) An issuer, other legislation which requires owners to keep records of securities, it shall send the person named in these records and the address where the notice of conversion of securities to book entry securities.

#### § 530

(1) The owner shall notify the securities in its submission to the issuer's account number in a register to which the security be registered, if this information is communicated to him, determined him to the issuer additional period of not less than two months.

(2) If the owner handed over security and the issuer has not communicated to him the account number in a register to which the security be registered, even within an extended period, it goes to the issuer's ownership of this valuable paper on the date for it's owner pay a fair price.

#### § 531

If the owner of a security in default of submitting a security issuer to determine its surrender additional time as provided for in § 529, paragraph 1, and its publication warns that the security that will not be handed over or within the additional period, the issuer declared invalid .

#### § 532

(1) Upon request of the issuer filed a central depository book-entry securities to the central register like the issue book-entry securities and registered securities in the equity accounts mentioned in the application. The application submitted by the issuer after the deadline specified in § 529, paragraph 1, or even before its expiration, if it has been handed over all securities, not later than the end of that period.

(2) The application for registration of the issuer's book-entry securities to the central register in the registration of the whole issue is not with the securities traded on a regulated European market.

#### § 533

(1) A security that is not delivered, the central depository registered on a special technical account; technical account owner is the issuer. Registration of the on this account, these securities are converted into dematerialized securities.

(2) The right to income from the securities referred to in paragraph 1 for the period from the closing date pursuant to § 529 paragraph 1 is reached before the owner of the security issuer security surrender.

#### § 534

(1) Unless the security is given or within the additional period, the issuer declares it null and void.

(2) The statement shall void the security issuer sells the book-entry securities, which it replaces, with professional care. If the issuer decides to sell the book-entry security at public auction shall publish the place, time and subject of the auction at least two weeks before the event.

(3) The issuer pays the proceeds from the sale of book-entry securities to a person whose security has been declared invalid, the set-off arising from issuer of the security certificate is invalid and the sale of book-entry securities, which it replaces.

#### § 535

The provisions of § 529, 531 to 533 shall apply mutatis mutandis to securities that are converted to book-entry securities to be kept in a separate register.

#### Subsection 2

## Conversion of book-entry securities to securities

### § 536

If the issuer has decided to transform the book-entry securities on a security without undue delay its decision to publish the decision and publish the same period in a manner allowing remote access.

### § 537

(1) The central depository shall send to the issuer within thirty days of receiving notice of the conversion of the issuers of securities in book-entry security, listing and follow-up of a central register containing information on the issue of book-entry securities, the holding of uncertificated securities, whether it has been handling book-entry security has been suspended and that the book-entry security stopped including the designation of the pledgee.

(2) The central depository account holder or customer may make a copy of the statement in its records relating to any entry book-entry security přeměňovaného on security.

### § 538

(1) The central depository shall cancel registration of book-entry security, the date specified by the issuer, but not before the date of issue of an extract according to § 537 paragraph 1 and not later than one month from the date on which the statement was drawn up.

(2) Cancellation of registration of book-entry securities central depository shall notify the organizer of a European regulated market on which such book-entry securities admitted to trading, central depository participants, who shall notify the owners of book-entry securities account holder customers.

(3) The account holder customer cancels dematerialized securities on the same day as the central depository.

### § 539

(1) The owner of book-entry securities, which was converted into a security, a record date of cancellation of a booked security right to the surrender of the security issuer.

(2) security shall be issued no earlier than the date of cancellation of registration.

#### § 540

(1) If the date of cancellation of registration of book-entry securities suspended disposition of securities, which had ordered the public authority shall give the issuer of the security authority.

(2) If the date of cancellation of registration of book-entry securities suspended handling the book-entry security, which gave the order to the person entitled under the law governing business in the capital market, there will be the owner of book-entry securities entitled to delivery of securities after the expiry of the period for which the handling of book-entry security is suspended. This does not apply if the person who gave the command to use it suspended, agrees to surrender the securities owner.

#### § 541

(1) If the date of cancellation of registration of book-entry security book-entry security is stopped, remain unaffected by the effects of stopping, the right to surrender the securities created pledgee. The obligation to deliver securities, the issuer also met by the consent of the pledgee issued securities deposited in escrow for the benefit of the owner and custodian shall forward the original security agreement or a certified copy.

(2) In case of conversion of securities in book-entry securities to the issuer series on it marked the declaration of suspension of the security.

#### § 542

(1) After the cancellation of registration of book-entry securities by the issuer without delay publish a call from the owners of securities of the issue to their acceptance and challenge at the same time publish a manner allowing remote access. Deadlines for receipt of security shall be determined in the call by analogy with § 529 paragraph 2 and § 531st

(2) In the name of security or issuer will send the series to take the challenge to the security office or residence address of the owner referred to in the records.

#### § 543

(1) If the owner does not take security even within an extended period, the issuer sells it with professional care. If the issuer decides to sell a security at public auction shall publish the place, time and subject of the auction at least two weeks before the event.

(2) The issuer pays the proceeds from the sale of a security to the owner after set-off arising from issuer in connection with its sale.

#### § 544

The book-entry securities held in a separate register to § 536 to 543 shall apply mutatis mutandis.

### TITLE V

#### LEGAL ISSUES

##### Part 1

##### Legal negotiations

##### Section 1

##### General Provisions

#### § 545

Legal negotiations give rise to legal consequences, which are expressed in it, and the legal consequences arising from the law, good morals, customs and practices established parties.

#### § 546

Is it possible to legally act or omission, may be done explicitly or otherwise nevzbuzujícím doubt about what the person is acting like effect.

#### § 547

Legal negotiations must conform to the content and purpose of morality and law.

#### Condition

#### § 548

(1) Establishment, modification or termination of rights is subject to compliance with conditions. If the extinction of a right or duty bound to an impossible condition to her account.

(2) The condition of the swap depends on when the meeting whether the legal consequences of negotiations occur. The condition is an expiry depends on when the meeting whether the legal consequences already occurring no longer exist.

(3) does not follow the rule of his conduct or nature of something else, it is considered that the condition of the swap.

#### § 549

(1) A condition shall be disregarded if it causes intentionally meet someone who is not authorized to do so and that is a condition for benefit.

(2) frustrate the purpose, without authorized to do so, the condition side of that is failure conditions to benefit, the conditions to be met.

#### § 550

#### Proof time

If the effectiveness of legal proceedings determined by the initial period shall apply mutatis mutandis § 548 and 549 of the storage condition. Cutting effectiveness of the final period of negotiations shall apply mutatis mutandis § 548 and 549 of an expiry condition.

#### Apparent legal proceedings

#### § 551

The legal act is not the absence of the will of the acting person.

#### § 552

The legal proceedings can not, unless clearly demonstrated a serious intention.

#### § 553

(1) The legal act is not, can not be vague or incomprehensible to determine its content and interpretation.

(2) If a declaration of will between the parties subsequently clarified to account for the defect and looks as if there were legal proceedings from the beginning.

#### § 554

The apparent legal act shall be disregarded.

### Section 2

#### Interpretation of legal proceedings

#### § 555

(1) The legal act is judged according to their content.

(2) In order to conduct certain legal obscured other legal action shall be assessed according to its true nature.

#### § 556

(1) What is expressed by words or otherwise, according to interpret the intention of acting, if it was such an intention known to the other side, or had to know about it. If you can not determine intent, acting, attaches importance to the expression of will, what would normally attach to him in the position of the person to whom it is intended to indicate their wishes.

(2) In the interpretation of speech will be taken into account to the practice established between the parties in legal transactions, to what the legal negotiations before, as well as how the parties subsequently made it clear what content and meaning of the rule of conduct attached.

## § 557

Admits the expression used a different interpretation to interpret the doubt to the detriment of those who used the phrase first.

## § 558

(1) The legal relations with the entrepreneur, the term připouštějícímu different interpretations ascribe importance in such regular contact. However, if the other party entrepreneur, the one who invokes to prove that the other side of such importance had to be known.

(2) In legal transactions of entrepreneurs into account the commercial practices generally maintained by or within the industry, unless it excludes arrangements between the parties or by statute. Unless other arrangements, the commercialism takes precedence over the provisions of the Act, which has a coercive effect, or business practices may call, if he proves that the other party had a practice familiar with the procedure under it understands.

## Section 3

### Form of legal proceedings

## § 559

Everyone has the right to choose any form of legal proceedings, unless restricted in the choice of forms of agreement or by law.

## § 560

Writing requires a legal act establishing or transferring a right in immovable property, as well as legal action which such right shall amend or repeal.

## § 561



(1) The validity of the legal action by writing in the signature of the acting. The signature may be replaced by mechanical means, where it is normal. Another piece of legislation sets out how the legal proceedings can be made electronically sign the document electronically.

(2) If more people require their speeches on the same document in legal proceedings establishing or transferring a right in immovable property or right to which such amended or repealed.

#### § 562

(1) The written form is maintained in legal proceedings made by electronic or other technical means to capture its contents and destination of the acting person.

(2) It is understood that records data on the legal proceedings in the electronic system are reliable, if they are performed systematically and sequentially, and if they are protected against changes. He was alert to the operation of the plant and allows it if the other party to your advantage, it is considered that the record is reliable.

#### § 563

(1) If the written law is one who can not read and write, but is able to become familiar with the contents of the legal instruments through negotiation or any specialized tool or through another person of their choice, bear the signature of the instrument, if not in a position to sign, instead of making the signature of at least two witnesses on the list of your own hand or otherwise indicate to which one of the witnesses shall be credited by name acting.

(2) The Witnesses § 39 shall apply mutatis mutandis.

(3) If you can not proceed in accordance with paragraph 1, requires the conduct of a person who can not read and write, a form of public documents. This form is required even if the law provides that the speech will be acting on a paper written by his own hand. If the acting position, connects to write about their own legal proceedings signs.

#### § 564

If required by law to conduct a legal form, can act to change the content of the speech will be equal to or more stringent form, if required by this form only arrangements between the parties can change the content of the meeting in another form, if it does not preclude arrangements between the parties.

## Section 4

### Private charter and public charter

#### Private Charter

##### § 565

It is for anyone who relies on private documents to prove its authenticity and accuracy. If a private document used against the person who signed the deed apparently, her heirs or against it or against it, who acquired wealth in the transformation of the legal person as its legal successor, it is considered that the authenticity and accuracy of the instrument was recognized.

##### § 566

(1) If a private document signed, on who used it to prove that it comes from a person about whom it says.

(2) It is understood that the documents relating to the legal facts that occur during normal operation of the plant, show relies on them if the other party to your advantage, what is contained in the document and that document was issued at a time on it mentioned, this applies even if the deed was signed.

#### Deed

##### § 567

Deed is a document issued by a public authority within its jurisdiction or any instrument, which declares a public charter law, this does not apply if they have such defects that it looks as if it was not a public document.

##### § 568

(1) If a fact confirmed in a public document, it constitutes full proof against any of origin documents from the authority or person who established it, the time of the instrument, as well as facts

on which the originator of a public document confirmed that the His presence had occurred or was, until the contrary is proved.

(2) captures the public document will address the person in legal proceedings and if the acting is signed, it constitutes full proof against any such expression of will. This is true even if the signature was replaced by acting in a manner specified by law.

#### § 569

If the official document taken to contradict previous public instrument of legal proceedings between the same parties, take effect against third persons, if it was the content published in the public list, or if it was submitted to a third party.

#### Section 5

#### Legal actions against the absent person

#### § 570

(1) The legal act has to absent person from the moment her expression will occur; deliberately frustrate the other party occur, the proper place.

(2) The act does not act against a person who is not fully enjoys the full rights before the manifestation of the will is its legal representative or guardian. Pursues a legal act, however, provide such person only advantage legislation, has no legal proceedings from the moment when it is made to such person.

#### § 571

If due to altered expression of the will of the funds used by the person who acted, or other circumstances arising during transport, assessment of the legal case under the provisions of the error.

#### § 572

A person acting in writing, may revoke its declaration of will, if there is an appeal by the other side simultaneously with the original act.

§ 573

Presumption time of receipt thereof

It is understood that an item is sent using the postal services reached the third working day after dispatch, if it was not sent to another State, the fifteenth working day after dispatch.

Section 6

The invalidity of any act

General Provisions

§ 574

The legal action is to be regarded as a more valid than a void.

§ 575

If an invalid legal act other legal requirements, behavior that is valid, the following shall apply other legal action if it is obvious from the circumstances that expresses the will of the acting person.

§ 576

Where an invalidity reason only of such legal proceedings, which can be from the other content are inseparable, is invalid only that part of it can be assumed that the legal action took place without the invalid part, recognizes the invalidity of the party on time.

§ 577

If the ground of invalidity only illegal quantitative determination, timing, spatial extent or another, the court changes the range to match the layout spravedlivému rights and obligations of the parties,

the parties' is not restricted, but consider whether a party to legal negotiations proceeded at all, recognized the invalidity of the time.

#### § 578

Errors in writing or numbers are not a legal act to the detriment, if its importance is unquestioned.

#### § 579

(1) If someone caused an invalid legal act, does not have the right to argue invalidity or exercise of invalid legal act for himself an advantage.

(2) Who caused the annulment of legal action for damages arising out of the party who was unaware of invalidity.

#### The main grounds for invalidity

#### § 580

(1) is invalid legal act that is contrary to good morals, as well as legal action which is contrary to law, if the meaning and purpose of the Act requires.

(2) is invalid legal act, if it is to be filled by something impossible.

#### § 581

If a person fully enjoys the full rights is invalid legal act, which is not eligible. Illegal conduct is a legal person acting in a mental disorder that makes her legally incompetent to act.

#### § 582

(1)!!!! If legal proceedings made in the form agreed by the Parties or prescribed by law is void, unless the defect subsequently heal. Contains an expression of the will at the same time more legal action does not lack of forms required for some of them on its own nullity of the other.

(2) If compliance with the legal form of conduct agreed by parties, it can be argued invalid, but not if already filled. This is true even if required by a particular form of legal proceedings provisions of Part Four of this Act.

#### Mistake

#### § 583

If someone acted in error by determining the circumstances and has been shown to mislead the other party is a legal act invalid.

#### § 584

(1) If a mistake by the fact that neither party did not claim to be decisive, is a legal act in force, but the person misled the claim the mistake right to adequate compensation.

(2) If legal proceedings in error induced by stealth, the legal act is invalid, even though the error concerns only secondary considerations.

#### § 585

If the error caused the intervening third person, a legal act in force. She however, if the person with whom the law was to share an act of a third party, or knew about it or at least should have known, it is also the originator of that person wrong.

#### Consequences of the invalidity

#### § 586

(1) If an invalid legal act established to protect the interest of a person may only object invalidity of such person.

(2) invoke the invalidity of the legal person authorized to conduct legal proceedings shall be deemed to be valid.

#### § 587

(1) Who was forced to conduct a legal threat of physical or mental violence, causing, given the importance and likelihood of imminent danger as well as personal qualities of which was threatened, his reasonable fear, has the right to argue invalidity of legal action.

(2) Who else brought negotiations to a legal threat or deceit, replace each of which caused injury.

#### § 588

The court shall take into account its own motion for invalidity of legal acts which are clearly abhorrent to morality or which contravenes the law and manifestly contrary to public order. This is true even if the legal act obliges to perform the impossible from the beginning.

#### Section 7

##### The relative ineffectiveness

#### § 589

(1) Reduce the legal conduct of the debtor to meet the enforceable creditor, the creditor is entitled to claim that the court has determined that all acts of the debtor to the creditor is not legally effective. This right of the creditor even if the third party's right already enforceable, or if it was already satisfied.

(2) inefficiency of the legal act of the debtor is determined by a court decision on the application, the lender, which contradicted the rule of the debtor (defendant action).

#### § 590

(1) The creditor may invoke the ineffectiveness of legal action

- a) the debtor made the last five years, intends to reduce its creditors, if such was the intention of the other known
- b) which the debtor in the last two years cut short his creditors, had to be known to the other side of the debtor's intention to reduce the lender, or
- c) which has been reduced and to which the lender in the past two years, between a debtor and a person close to him or made by the debtor in favor of such persons, unless the other side at a time when it became legal proceedings, the debtor's intention to reduce the lender was not known and not known to be not have to.

(2) The creditor may invoke the ineffectiveness of the purchase or exchange contracts in the last year, had the other party to identify the debtor's meeting a waste of property which the debtor's creditor squeezed.

#### § 591

Ineffectiveness of free legal negotiations with the debtor, the creditor may invoke if it occurred in the last two years. This does not apply in the case of

- a) fulfillment of obligations imposed by law,
- b) the usual occasional gifts
- c) the dedication made by a reasonable amount to publicly beneficial purpose, or
- d) transactions that are accepted moral considerations of decency or commitment.

#### § 592

As legal proceedings referred to in § 590 or 591 shall be assessed and omissions, which the debtor has lost the right or property for another person to each establishment, maintenance or security nature of its right to property caused. This applies even if the debtor refused heritage, unless it was over-indebtedness.

#### § 593

Reserve if the creditor before the claim becomes enforceable right to invoke the ineffectiveness of legal proceedings by reservation through a notary, bailiff or court shall notify the fact to whom the ineffectiveness of legal proceedings may call, then the lender to limit reliance on ineffective legal negotiations do not run until the claim becomes enforceable.

#### § 594

(1) inefficiencies of legal proceedings may be invoked against any person who legally with the debtor acted, or who the legal conduct, took advantage to his heirs or to the person who acquired property in the transformation of the legal person as its legal successor.

(2) against another legal successor of the inefficiency can be invoked only if



- a) the legal successor had to be aware of circumstances for which the lender could call the ineffectiveness of legal action
- b) the legal successor acquired the right free of charge, or
- c) is the legal successor of the close person, unless it at a time when the ancestors came right not to be aware of circumstances for which the lender could call the ineffectiveness of legal action.

#### § 595

(1) The inefficiency of the legal act establishing the creditor's right to seek satisfaction of the claim from what ineffective conduct of the debtor's assets missed. If this is not entirely possible due to the creditor equivalent.

(2) Who is obliged to fulfill, it is considered dishonest holder and his heir, or other general legal successor but only if it had to be aware of circumstances for which the lender could call the ineffectiveness of legal action.

(3) free of charge the recipient honest performance to satisfy creditors of the transaction, in so far as it was enriched. This does not apply to the lender to call the ineffectiveness of legal proceedings, even if it happened for a fee.

#### § 596

Became the third person to the point from which creditors could otherwise obtain satisfaction, such a right that is ineffective against this person can not get through, the person against whom a creditor could ineffectiveness of legal proceedings and earlier allows a third party's right of possession established, the obligation to the creditor for damages.

#### § 597

(1) Who has the obligation to the creditor under § 595 or 596, it may waive the satisfaction of creditor claims against the debtor. It can do so even before the creditor invokes ineffectiveness.

(2) Who has the obligation to the creditor under § 595 or 596, the debtor may request the return performance of mutual debts or to meet a revived due to the fact that the creditor got through inefficiency.

## § 598

It refers to the ineffectiveness of the same legal act more creditors can not be required from those required in the aggregate more than the § 595 and 596th

## § 599

(1) permitting the creditor to the ineffectiveness of legal offenses relating to the matter recorded in a public list, it can set a transaction aside, along with the submission of the application and proof of its filing to request the authority responsible for maintaining such a list, it noted that reliance on the ineffectiveness of legal action.

(2) If the court grants the application, the effects of the judgment against those who took notes after the thing or things in the right to hold such a list.

## Part 2

### Legal Events

## § 600

### General provisions

The Act provides that the rights and obligations which arise, change or cancel the legal facts independent of the will of the people. Such a result may also determine arrangements between the parties.

### The importance of time

## § 601

(1) acquires the right or if there is an obligation on a certain day, or which will become the beginning of the day, expires when the right or obligation on a certain date, expires at the end of the day. This does not rule out if the nature of the legal case.

(2) determines the extinction of a right by law in the emergence of another unrelated, both occurs at the same time. Unless specified or agreed otherwise, such a legal effect occurs at the end of the day.

## § 602

If the right to exercise or fulfill an obligation on a certain day or certain day, they are required to be done at the usual time of day, unless something else arises from the practice of the established practice of the parties or the particular circumstances of the case.

## § 603

The rights and obligations expire expiry of the period for which they were restricted.

## § 604

Change in the person of the creditor or debtor does not affect the running time or period.

## Counting time

## § 605

(1) or the time period specified by days begins on the day following the relevant criteria for its onset.

(2) End of period or periods specified in weeks, months or years falls on a day that the same name or number as the day, which accounts for the fact from which the period or time counts. If no such day in the last month or the end of the period or periods, on the last day of the month.

## § 606

(1) means a half months and fifteen days the center of the fifteenth day of the month.

(2) If the designated time period or to one or more months and part of the month counts are part of the last month.

## § 607

Where the last day of the period on a Saturday, Sunday or holiday, the last day of the period immediately following working day.

## § 608

Or the time period specified in units of time shorter than days, reckoned from the time he takes, until the end.

## Part 3

### Limitation and prescription

#### Section 1

##### Lapse

#### Subsection 1

##### General Provisions

## § 609

If the law was enforced in the limitation period barred and the debtor is not obliged to perform. If, however, fulfill the debtor after the expiry of the limitation period can not claim back what filled.

## § 610

(1) The court will consider the limitation only if the debtor will say that the law barred. Waive its right to advance to anyone the right to oppose limitation, to disregard it.

(2) If the parties are obliged to return what have become void under the contract or decommitted, the court on the plea of limitation only if the limitation could also argue the other side. This is true even if it was filled on the basis of apparent infringements.

## § 611

Barred, all property rights except as provided by law. Other rights are barred unless the law provides.

#### § 612

In the case of the right to life and dignity, name, health, esteem, honor, privacy or personal rights of similar barred only the right to redress for injury to those rights.

#### § 613

The right to maintenance not be limited to, the right of individual recurrent performance, however, subject to limitation.

#### § 614

Not be limited to ownership or the right to seek division of these things, the right to establish the necessary paths and the right of redemption of real proof.

#### § 615

(1) If the fulfillment of the debt secured by a lien, the lien nepromlčí before the claim. Limitation of the claim does not satisfy the pledgee of collateral.

(2) The lien is nepromlčí until the pledgee has a pledge pledge to each other, or until it looks after him for a third party.

(3) If the lien creditor, the provisions of paragraphs 1 and 2 accordingly.

#### § 616

When the transfer of security rights is not time-barred claims the reason for the re-transfer of the person who provided security.

#### § 617

(1) Even after the expiry of the limitation period, the party may invoke its right to defend against právu claimed by the other party, unless both rights apply to the same contract or to several contracts concluded in purpose depending on themselves.

(2) After the expiry of the limitation period, the party may invoke its right to offset if the offset can be accessed at any time before the expiry of the limitation period.

#### § 618

Forfeited if the law recorded in a public register or list of collateral, it clears the lapse of the rights of those who register or public list of collateral leads to the proposal of the person who has an interest cancellation.

#### The beginning of the limitation period

#### § 619

(1) If it is a right enforceable by a public authority, the limitation period begins to run from the date on which the right could be exercised for the first time.

(2) The right may be exercised for the first time when the person became aware of the circumstances relevant for the beginning of the period of limitation, or ever learn about them and could be.

#### § 620

(1) The circumstances relevant for the beginning of the period of limitation for the right to damages include knowledge of the damage and the person liable for compensation. This applies also for the atonement of injury.

(2) The circumstances relevant for the beginning of the period of limitation at law for damages caused by a defective product under § 2939 include knowledge of the damage, the defect and the identity of the manufacturer.

#### § 621

The circumstances relevant for the beginning of the period of limitation of rights for unjust enrichment include knowledge that the unjust enrichment occurred, and the person liable for his release.

#### § 622

If it is an injury to a minor who is not fully enjoys the full rights of limitation period begins to run first, until the minor becomes fully svéprávným. If not take full incapacitation, nepočne limitation period shall commence until after the age of majority he will not be appointed guardian.

#### § 623

When lots of debt begins limitation period shall commence on each lot shall be the date of its maturity. If, for any non-fulfillment of the debt component, begins for the entire debt limitation period from the date of maturity lot shall not observed.

#### § 624

The right to release funds deposited in the account or a deposit representing the limitation period begins to run from the date of the contractual obligation is extinguished.

#### § 625

The rights arising from the total destruction or loss of things carried by the limitation period begins to run from the date of shipment to be delivered to the recipient. However, if transported only thing damaged or if it was delivered late, the limitation period begins to run from the date of delivery.

#### § 626

The right to indemnity limitation period begins to run for one year after the claim. This is true even if the injured party arising directly entitled to insurance benefits against the insurer, or if the insured claims against the insurer pay what the victim has provided towards the payment of compensation or other damage.

§ 627

If, according to custom or practice under which the parties have established between themselves, settled the claim submitted by the end of a billing period begins limitation period shall commence from the day following the end of the period when the bill should be presented.

§ 628

The law must be applied first at the person, the limitation period begins to run from the date of the law was applied as follows.

Subsection 2

Length of limitation period

General Provisions

§ 629

- (1) The limitation period is three years.
- (2) Property law shall be extinguished no later than the expiration of ten years from the date arrived, unless the law specifically provides a different limitation period.

§ 630

- (1) The parties may negotiate a shorter or longer limitation period from the day when the right could be exercised for the first time than that provided by law, but at least one year in duration and the longest duration of fifteen years.
- (2) If a shorter or longer period is negotiated in the detriment of the weaker party, the account agreement. Disregard for the arrangements or shorter period, if the right to benefits under the loss of freedom, life or health or the right arising from willful misconduct.

Special Provisions

§ 631



If the law were entered into the public list are barred for ten years from the date on which it could be done first.

§ 632

If there was a public list of written law which may be performed continuously or repeatedly to lapse if not exercised for ten years. If there was not a public list of written law, which shall be exercised only rarely, required that the person who happens to be, had over ten years at least three times the opportunity is never done and not done, if not occur in the course of a decade opportunity right to exercise three times, extending the limitation period will not be used until any of the three opportunities.

§ 633

(1) Does the person committed the execution of an easement, the easement is extinguished when the recipient shall not exercise its right to three years.

(2) The right of the individual performance of the real burden of such claim shall lapse.

§ 634

Right to request the court to determine on the basis of the preliminary contract the content of future contracts, shall be barred after one year of the closing date, which should be a future contract. This is true even if it was agreed that the contract, designate a third party or the court.

§ 635

(1) If it is about life insurance, forfeited the right to indemnification for ten years.

(2) The right to indemnification of liability insurance shall be extinguished no later than of limitation of the right to damages or injury for which the insurance applies.

§ 636

(1) The right to damages or other damages shall be extinguished no later than ten years from the date of the injury or damage occurred.

(2) If the damage or injury was caused intentionally, forfeited the right to compensation not later than fifteen years from the date of the injury or damage occurred. This is true even if the damage or injury as a result of the breach of bribery whereby the offer, promise bribes or taxes other than the victims or a direct or indirect vyžádání bribe from the victim.

(3) The law arising from the injury to liberty, life or health, paragraphs 1 and 2 apply.

#### § 637

The right to compensation for damage caused by a defective product under § 2939 shall be extinguished no later than ten years from the date on which the producer put a defective product on the market.

#### § 638

(1) Right of unjust enrichment is barred by the ten years from the date of the unjust enrichment occurred.

(2) If there was unjust enrichment acquired deliberately forfeited the right to release his latest fifteen years from the date of the unjust enrichment occurred.

#### § 639

If the debtor acknowledged his debt, the law barred for ten years from the date of acknowledgment of debt occurred. Determine if the debtor but also in recognition of the period within which the implements, the law barred for ten years from the last day of the specified period.

#### § 640

Right granted by a public authority shall be barred after ten years from the date should be filled according to the decision.

## § 641

It was in recognition of the debt or the public authority's decision to spread the implementation of each of the lots, the ten-year limitation period for those elements and begins on the date of maturity of each lot shall. If, failure of any lot shall be the whole debt, the limitation period begins to run from the date of maturity lot shall not observed.

## § 642

If the debt was recognized or if any right granted by a public authority, not the ten-year limitation period for interest and for the recurrent performance that came after the acknowledgment of debt or the granting of rights.

## § 643

(1) She went where duty to the heirs of the limitation period expires earlier than the expiry of six months from the date of acquisition of inheritance was confirmed by the heirs.

(2) If the legal person recovered, the creditors will end earlier than the expiry of the limitation period of six months from the date of registration of legal entities in the public register established.

## § 644

Meet the debt for the debtor to the creditor lien debtor nepromlčí his right against the debtor in less than six months after completion of the debt.

### Subsection 3

#### The limitation period

## § 645

Where required, the person had a legal representative or guardian, the limitation period begins to run on the right of such person or on the right against her until the day when the legal representative

or guardian obtains. Already period started to run again, but will not end before the expiry of one year after the disappearance of obstacles.

#### § 646

Among husbands nepočne limitation begins running even while the marriage lasts. This applies mutatis mutandis to the rights of persons living in the household, and represented by the legal representative, guardian and ward or between trustee and poručencem.

#### § 647

In the case of the conclusion of the negotiations out of court the lender and borrower on the right or the circumstances in which law is based, the limitation period begins to run after the creditor or debtor expressly refuses to continue doing it, conceived the limitation period has run before, during negotiations is not running .

#### § 648

Apply if the creditor is entitled within the limitation period for a public authority and continues in-duly initiated proceedings, the limitation period running. This applies to the right is already enforceable, if it was not designed for or proposed enforcement of distraint.

#### § 649

If a creditor applies for a public authority subject to mutual rights and the rights to both the same contract or to several contracts concluded in purpose depending on themselves, no longer limitation period on which the proceedings concerning the law, against which the mutual towards the right. In other cases, the limitation period ceases to run from the date when the mutual exercised.

#### § 650

The period of limitation does not run as long as the threat of creditors to defend the right to apply. This is true even if the lender has not exercised the right, being a debtor to the debtor or a person close to craftily misled.

#### § 651

The period of limitation does not run as long as it takes more power to creditors in the last six months statute of limitations prevented the right to apply.

#### § 652

It continues the limitation period for apostasy some of the obstacles mentioned in § 646 to 651, the limitation period is over in less than six months from the date when it started to run again.

#### Subsection 4

Restoring the right and run a new limitation period

#### § 653

(1) If the law were already barred and the debtor acknowledged his debt, the claim is restored and begins a new limitation period to run from the date of acknowledgment of debt occurred. Determine if the debtor but also in recognition of the period within which the implements, the law barred for ten years from the last day of the specified period.

(2) If a law, although it was already time-barred, granted by a public authority in paragraph 1 shall apply *mutatis mutandis*.

#### Section 2

Preclusion

#### § 654

(1) If the law was done within the specified period expires only in cases expressly provided for by law. The expiration of the court will consider, though not invoke the debtor.

(2) The provisions of this Act for the period of limitation shall apply mutatis mutandis to the limitation period.

PART TWO  
FAMILY LAW

TITLE I  
MARRIAGE

Part 1  
General provisions

Provisions of § 655Všeobecné

Marriage is a permanent union of man and woman formed manner provided by law. The main purpose of marriage is the foundation of family, good upbringing of children and mutual support and assistance.

Part 2  
The emergence of marriage

§ 656

(1) Marriage creates free and full expression of the will of consenting men and women who intend to enter into marriage (hereinafter referred to as "spouses") to enter into marriage together.

(2) Sňatečný ceremony is a public and solemn, is in the presence of two witnesses.

§ 657

(1) expresses the will of the spouses to enter into marriage together, in person, public authority prior to conducting the ceremony in the presence sňatečný registrar it is a civil marriage.

(2) expresses the will of the spouses to enter into marriage together, in person before the authority of a church or religious society authorized to do so under other legislation (hereinafter referred to as "legitimate Church"), it is a church wedding.

#### § 658

(1) If it is about civil marriage, the other law shall determine who is a public body performing sňatečný ceremony.

(2) If it is a religious marriage, the church is the body authorized qualified person in charge of the Church.

#### § 659

Marriage shall be concluded by a person acting on behalf of public authority, or person acting under authority of the Church, lay spouses as Registrar whether they want to join together in marriage, both spouses positive response occurs marriage. Marriage arises otherwise, it is clear that the bride and groom declare their willingness sňatečnou.

#### § 660

Brides and grooms sňatečném at the ceremony declaring that

- a) the surname of one of them will be their common surname
- b) they both kept their surname, or
- c) the name of one of them will be their common surname, and the person whose name is not to be a common surname, is a common surname in second place to connect its existing name.

#### § 661

(1) If you retain your current surname spouses, claims in sňatečném ceremony as well, which of their surname is the surname of their common children.

(2) If you have kept your previous husbands last name, can later make a statement by a public authority that they have agreed on a common surname of one of them.

#### § 662

(1) Where, in the case of election under § 660 point. c) fiancé, whose surname is not to be a common surname, attaching surname, as the mains can choose only the first name last name.

(2) Elections under § 660 point. c) is not possible if it is already betrothed, whose surname is a common surname, attaching surname.

#### § 663

(1) If it is a civil marriage ceremony takes place on the sňatečný place designated by the public authority performing sňatečný ceremony, to take into account the will of the bride.

(2) If it is a religious marriage ceremony takes place on the sňatečný place determined by the internal regulations of the legitimate church.

#### § 664

(1) The design sňatečného ceremony bride and groom request a public authority in whose administrative district is to be married, and submit documents proving their identity and eligibility for marriage, other legislation specifies which documents must be submitted.

(2) A public authority may waive the submission of required documents, if their actions associated with severe obstacle overridden.

#### § 665

Brides and grooms to bring sňatečném ceremony, before making sňatečný expression of will, that they are not known obstacles that prevent them to marry, to know each other that their health and consider uspořádání future financial circumstances, their housing and material security after marriage.

#### § 666



(1) To be a religious marriage, spouses must first submit the wedding certificate issued by the Registry Office in whose administrative district is to be married. The certificate must include confirmation that the bride and groom met all legal requirements for marriage. By issuing this certificate to sňatečného ceremony may not have been more than six months.

(2) If a religious marriage, the Registrar shall, within three working days to deliver the marriage registry office in whose administrative district the marriage, the Protocol on the marriage, stating the facts under other legislation.

#### § 667

(1) If life is directly threatened fiance may sňatečný ceremony to each institution under § 658, or other authority established by other legislation, at any point, the same applies to religious marriage. Outside the Czech Republic may also perform ceremony sňatečný commander of naval vessels flying the national flag of the Czech Republic or the aircraft commander aircraft registered in the register in the Czech Republic, where at least one of the spouses citizen of the Czech Republic also commander of the military forces of the Czech Republic abroad.

(2) In cases referred to in paragraph 1 shall not be required to submit documents otherwise; matrikáře presence is not required.

#### § 668

Citizen of the Czech Republic outside the territory of the Republic may marry before the diplomatic mission or consular office of the Czech Republic.

#### § 669

(1) If there are important reasons for this, the Regional Office in whose administrative district is to be married, the bride and groom request, allow expression of the will of one of the spouses to join the marriage made him his agent.

(2) The power of attorney must contain the information certifying the identity and other relevant factors relating to both spouses and the proxy statement and the surname. There must also be noted that spouses are not known obstacles that prevent them to marry, that they know each other and their state of health that consider uspořádání future financial circumstances, their housing and material

security after marriage. Power of attorney must be in writing and signature on it must be officially verified.

(3) An appeal power of attorney is effective only if it knows about it second fiancé before making his speech sňatečný will.

#### § 670

(1) If a civil marriage, not religious ceremonies subsequent legal consequences.

(2) If a religious marriage, then you can not enter into civil marriage.

#### § 671

##### Eligibility to marry

Marriage may conclude each, if not prevent him from doing legal impediment under § 672 to 676th

##### Legal obstacles to marriage

#### § 672

(1) Marriage can not conclude a minor who is not fully Every competent.

(2) The court may, in exceptional cases, authorize the marriage a minor who is not fully completed Every competent and sixteen years of age if they are important reasons for it.

#### § 673

Marriage can not conclude the person whose legal capacity was limited in this area.

#### § 674

Marriage can not conclude a person who has previously entered into marriage, or a person who has previously entered into a registered partnership or other similar closed volume abroad, and this marriage, registered partnership or other similar enclosed volume abroad persists.

## § 675

Marriage can not be matched between ancestors and descendants, or between siblings, the same is true of individuals whose relationship was established adoption.

## § 676

Marriage can not be concluded between the trustee and poručencem, between the child and the person in whose care the child has been entrusted, or entrusted to the foster parent and child.

## Part 3

### Apparent marriage and nullity of marriage

#### Section 1

#### Apparent marriage

## § 677

(1) Marriage does not arise, if at least one of those who wished to marry, not in the expression of will by entering into a marriage ceremony or sňatečném or in connection with such requirements are met, whose compliance is the fact that marriage was created, absolutely necessary to take.

(2) In case of a religious marriage belongs to these particulars and the fact the marriage before an authority legitimate church. If not performed sňatečný ceremony in case of direct danger to life fiance, these facts are also the registry office a certificate that the bride and groom met all legal requirements for marriage, and that the issue of such certificate and the marriage has ended more than six months.

## § 678

The court may determine that the marriage is not without design.

§ 679

(1) Immediately after a court determines that the marriage is decided by the court for paternity of a child as well as obligations and rights of parents to him.

(2) Property rights and obligations of men and women will be assessed individually according to their nature. If you can not otherwise, the provisions of unjust enrichment. In these matters should take account of a man or a woman acting in good faith, as well as the rights and legal interests of common children and third parties.

Section 2

Nullity of marriage

§ 680

If there has been a marriage, even though it prevented estoppel, the court declares the marriage proposal to anyone on the legal interest, unless prevented the marriage obstacle limited incapacitation.

§ 681

The marriage is considered valid until declared invalid. If the marriage was declared invalid, it is considered outstanding.

§ 682

Marriage can be annulled if expired, or has since been rectified.

§ 683

Marriage can be annulled if it was closed to minors, which is not fully enjoys the full rights or a person whose legal capacity was limited in this area, and conceived a child who is born alive.

#### § 684

(1) The Court shall declare the marriage void on a proposal from her husband, whose expression of will by entering into a marriage was made under duress, consisting in the use of violence or threats of violence or a manifestation of the will by entering into a marriage was made only because of errors on the identity or the nature of the fiancée's legal action. The proposal may be submitted no later than one year from the date on which the husband could, given the circumstances, make possible, or when he learned of the true state of affairs.

(2) In the case provided for in paragraph 1, the court declares the marriage null and void, even if the death of her husband disappeared before completion of the marriage annulment brought by the spouse, descendants or spouse who filed a petition for marriage annulment, suggest one year after his death, the court declared the marriage null and void.

#### § 685

The court declares the marriage invalid even without the draft, even if you are already extinct, if it was closed

- a) a person who has previously entered into marriage or who has previously entered into a registered partnership or other similar closed volume in foreign countries where such a marriage, partnership or other similar volume takes
- b) between ancestor and descendant, between siblings or between persons whose relationship was established by adoption.

#### § 686

(1) The obligations and rights of men and women whose marriage has been annulled, a common child and their property obligations and rights during the marriage invalid, the provisions on the duties and rights of divorced parents of a child and their financial obligations and rights at the time of the divorce analogy.

(2) If the marriage was declared invalid under § 684, is to decide on property rights and obligations should take account of those who acted in good faith.

#### Part 4

#### Obligations and rights of spouses

Section 1  
General Provisions

§ 687

(1) The spouses have equal duties and equal rights.

(2) A married couple are obliged to respect each other, they are obliged to live together, be faithful to each other, mutual respect for their dignity, support to maintain the family community, creating a healthy family environment and jointly care for children.

§ 688

The husband has the right to make his second husband give details about their income and status of its assets, as well as their current and planned work, study and similar activities....

§ 689

The husband is obliged to choose their work, study and similar activities take into account the interest of the family, spouse and minor children who have acquired full incapacitation and lives with her husband in the family home, and possibly other family members.

§ 690

Meeting the needs of the family

Each spouse contributes to the needs of the family and the needs of family households according to their personal and financial circumstances, abilities and capabilities to the standard of living for all family members were generally comparable. Provision of property transactions has the same meaning as personal care for the family and its members.

§ 691

(1) If the spouses do not have a family household, each of which bears the cost of your home, it is the obligation to relieve each other help and support.

(2) If you live with one of the spouses' common child marriage, against which both have a duty to maintain or minor child who was not in incapacitation, which is entrusted to the care of spouses or one of them, and second husband left the family home without the it has a reason worthy of special consideration, and refuses to return, that spouse must also contribute to the costs of family households. Reason for leaving the family home, or reason for refusing to return, the court shall examine the principles of decency and good morals.

## § 692

### Decisions on matters of family

(1) The affairs of the family, including the choice of the location of family households, or households of one of the spouses and other family members, especially children who have acquired full incapacitation and how family life, the spouses have to agree.

(2) Unless the spouses of the substance of the family, upon the motion of one of them in its decision to replace the consent of the other spouse refuses to consent in such matters of family life without good reason, and contrary to the interests of the family, or failing will be able to manifest itself. The court, however, especially spouses leads to an agreement.

### Provision of family affairs

## § 693

Family Affairs cater to spouses jointly, or performs one of them.

## § 694

(1) The current family law matters, the conduct of one spouse agrees and authorizes both spouses jointly and severally, to pay, said the husband, who was acting legally, to a third party that disagrees with the legal actions. Also, the court may on a proposal from her husband for him to exclude the effects of future legal proceedings against the other spouse to third parties. Such measures do not relate to legal proceedings, which normally caters to her husband needed the necessities of life and their family members, especially children who did not acquire the full incapacitation.

(2) In all other matters of family law committed by one spouse agrees and authorizes both spouses jointly and severally, gave a second husband to conduct legal spouse consent to the provisions of § 692, paragraph 2 shall apply mutatis mutandis. Do not let the husband, however, that the legal acts of the other spouse does not agree to help the court in advance, can call the invalidity of such legal action.

(3) If the spouses do not live together in a situation referred to in § 691, paragraph 2, the legal act of a husband in the family affairs of the other spouse without his consent nor does it oblige.

#### § 695

The provisions of § 693 and 694 shall not apply to matters covered by the provisions on marital proprietorship.

#### § 696

##### Mutual representation of spouses

(1) A spouse has the right to represent her husband in his daily affairs.

(2) Husband right referred to in paragraph 1 shall not, shall advance the husband to be represented, the one with which his spouse has a legal act, or intends to legally act, that the representation does not match, or if the court cancels the proposal representative of the husband the right spouse.

(3) The right referred to in paragraph 1 does not have a spouse if the spouses do not live together in a situation referred to in § 691 paragraph 2

#### § 697

##### Alimony between spouses

(1) Spouses have a mutual maintenance obligation to the extent that both provides substantially the same material and cultural level. Maintenance obligations between spouses prior to the child maintenance obligation and parents.

(2) For a maintenance obligation between spouses or are general provisions on maintenance.

Usually a family household equipment



## § 698

(1) The equipment consists of a set of family household chattels, which are normally essential living needs of the family and its members and it is not relevant whether the individual belongs to both spouses things or just one of them.

(2) The handling of the things that is part of the usual equipment of a family household, husband, requires the consent of the other spouse, this does not apply if it is a matter of negligible value.

(3) The husband can get through the legal invalidity of any act by which the other spouse with the things that is an ordinary family household equipment, embarked without his consent.

## § 699

(1) If the husband leaves the family home in the intention to do so constantly, and refuses to return, may request that the husband gave him what belongs to the usual equipment of family households and belongs exclusively to him. What belongs together spouses, spouses share equally, unless the nature of the matter is excreted, in which case the general provisions of this Act, the cancellation and settlement of ownership.

(2) If you need a husband what belongs to the usual equipment of family households, especially for the joint minor child of spouses who have not acquired full incapacitation and against which both have a maintenance obligation, or for a minor child who was not in incapacitation, was put into the joint custody of spouses living in family households and family households remained, paragraph 1 shall not apply.

## Family race

### § 700

(1) The family is considered a plant in which husband and wife work together or at least one of the spouses and their relatives to the third degree, or those with married sešvagřené to the second degree, which is owned by some of these people. To those of them who permanently work for the family or family race, are viewed as family members involved in the operation of the plant family.

(2) Provisions on the rights and obligations of family members participating in the operation of the plant family do not apply in cases where these rights and obligations are governed by partnership agreement, including the founding legal act establishing a commercial company or cooperative agreement or contract of silent and other provisions of the Act of employment, or other similar

agreement. If family members involved in the operation of the plant family spouses shall apply the provisions of the plant family preference provisions of this Act on marital property law.

#### § 701

Family members involved in the operation of the plant family involved in and profit from it in matters of the profit gained, as well as race in increments commensurate with the amount and type of their work. Giving up this right may only person fully enjoys the full rights personal statement, statement takes the form of a public document.

#### § 702

The decision to use profits from the family business or his acquisitions, as well as decisions relating to matters outside of normal operations, including changes to the basic principles of operation or racing suspension is adopted by a majority of family members participating in the operation of the plant family. If among them who is not fully enjoys the full rights represent it in voting guardian if a minor, or guardian.

#### § 703

Participation in the operation of the plant family binds to a family member and a person can not be transferred to another, unless it is one of the family members listed in § 700 paragraph 1 and agrees to all family members who are already operating on the plant family involved.

#### § 704

(1) To be distributed in the plant family estate division of the court, it has a family member involved in the operation of its preferential right.

(2) In order to plant family stolen from him has a family member involved in the operation of its right of first refusal, unless stipulated otherwise. This is true even if it be stolen from co-ownership share of the family or the race is to be disposed of matter, which by their nature and destination of the current operation of the plant family permanently to serve.

## § 705

(1) transfer of a factory participation in the operation of the plant family disappear.

(2) family member ceases participation in the operation of the plant family even if they cease to work for the family in a family or race, or that changes the legal ground on which work continues in the family factory.

## § 706

Ceases to intervene in the operation of the plant family, payment may be a family member in the operation of the plant has spread participating in installments, if agreed, or if approved by the court. If the distribution of payments in installments reasonable cause, the court does not approve payment by installments, or decide on the arrangements for invalidity payments.

## § 707

Family community created to operate the plant family without the express agreement of family members is governed by custom and practice established in them, if not in § 700 to 706th

## Section 2

### Matrimonial property law

## § 708

(1) What husbands belong to asset and is excluded from legal relations, is part of marital property (hereinafter referred to as "joint property"). This is not the termination of the joint property during the marriage under the law.

(2) Community property is subject to the statutory scheme or the agreed mode or mode-based court's decision.

### The statutory regime

## § 709

(1) The common property is what became one of the spouses or what both spouses jointly acquired during marriage, except what

- a) serves the personal use of one of the spouses,
- b) acquired as a gift, inheritance or by referring to only one spouse, unless the donor or the donation of the deceased in the acquisition on death showed a different intention,
- c) acquired by one spouse as compensation for the damage to their natural rights,
- d) one of them took legal actions relating to its exclusive property,
- e) took one of them in return for destruction or loss of their exclusive property.

(2) The common property is profit from what belongs exclusively to one spouse.

(3) The common name is also her husband share in a company or cooperative, to become her husband at the time of the marriage business company or a team member. This does not apply if one spouse became a founding share manner in accordance with paragraph 1 of its exclusive property.

#### § 710

The community property debts are taken during the marriage, unless

- a) relate to property which belongs exclusively to one spouse, in excess of the earnings from these assets, or
- b) it took only one spouse without the consent of the other, without being an everyday or common procurement needs of the family.

#### § 711

(1) The acquisition and loss of individual components of common property, the general provisions of this Act.

(2) Amounts of income, salary, wages, profit and other values of work and profession become part of common property when the husband, who endeavored to obtain them, took the opportunity to dispose of them.

(3) Receivables from the exclusive property of only one spouse to be a part of the joint property, common property to become part of the due date.

#### § 712

Unless this Part otherwise provided, shall apply mutatis mutandis to the joint property of the provisions of the Companies Act or the provisions on co-ownership.

#### Management in the legal system

##### § 713

(1) The components of common property use, take them out of the fruits and benefits, maintain them, handle them, manage them and manage them both spouses or one of them under the agreement.

(2) The duties and rights associated with the common equity or its components belong to both spouses jointly and severally.

(3) The legal proceedings relating to common property or part of the spouses are entitled and obliged jointly and severally.

##### § 714

(1) In matters relating to community property and its components, which can not be considered common law spouses are acting together, or one spouse is in agreement with each other. If the husband refuses to give consent without good reason and contrary to the interests of spouses, family or family household, or if not able to express the will, the second husband propose to replace the husband's consent judgment.

(2) the case law spouse without the consent of other spouse if the consent was needed, it may invoke the nullity of the second husband of such action.

##### § 715

(1) To be part of common property used for business and one of the spouses if the property exceeds the value of what is to be used, a reasonable degree of wealth spouse is required to use the first such agreement of the other spouse. It was the second husband left behind, it can invoke invalidity of such action.

(2) To be part of common property used to acquire shares in a company or cooperative, or is the result of acquisition of an interest liability for the debts of the company or team within a reasonable degree of excess property relations of spouses, paragraph 1 shall apply mutatis mutandis.

## Conventional mode

### § 716

(1) engaged couple and the couple can negotiate a marital property regime different from the statutory regime. If you Ujednají the agreed mode husbands usually adjust their obligations and rights relating to the existing common property. If you negotiate for an agreed regime retroactive to disregard it.

(2) The contract of matrimonial property regime takes the form of a public document.

### § 717

(1) Conventional treatment may consist of separate property regime, the regime vyhradzujícím emergence of community property on dissolution of marriage, as well as mode expansion or narrowing of the scope of common property in the legal system. The provisions on the regime of separate property shall apply mutatis mutandis under vyhradzujícím creation of common property on dissolution of marriage.

(2) Conventional mode can be changed by agreement of the spouses or a court decision, such a change requires agreement between the spouses or the court's decision about the components of common property in the current mode.

### § 718

(1) A contract may contain any agreements and relate to any matter, unless prohibited by law and may relate in particular to the scope, content, hours of legal or other common property regime, individual things and their files. Contract can be changed by the inclusion of existing and future inclusion of part of adjusted assets differently from the statutory regime.

(2) The contract may also hold equity ratios in case of dissolution of marriage, if it is to organize the event of dissolution of marriage by death, it is in this part of the contract as a contract inheritance, if its requirements.

(3) The contract may not exclude or modify the provisions of the usual equipment of a family household, unless one spouse left the household permanently and refuses to return.

### § 719

(1) The contract of matrimonial property regime may impact their ability to exclude the husband's family secure.

(2) The contract of matrimonial property regime is not its content, or to affect the rights of third parties, unless agreed to the contract, this contract without the consent of a third party has no legal effect against it.

#### § 720

(1) Contract spouses of matrimonial property regime becomes effective marriage. If a contract already existing things recorded in a public list, you can do to change this list, write to the marriage.

(2) If a marriage contract on marital property regimes existing things recorded in a public list, take this part of the contract in effect on third parties to entry in this list, unless this Act provides otherwise.

#### § 721

(1) The contract of matrimonial property regime shall be entered into the public list if stipulated in it, otherwise the request of both spouses. The list is written anything that changes the legal property regime of spouses.

(2) Writing carried out without undue delay, the person who wrote the contract, and if possible, one who leads the list.

#### Managing in an agreed regime

#### § 722

(1) Brides and grooms as well as spouses may enter into a contract for the management of what is part of common property, which derogates from the provisions of § 713 and 714, the provisions of § 719 and 720 apply to this contract.

(2) The contract referred to in paragraph 1 shall include arrangements as to which spouse will manage common property or part of it and how.

#### § 723

(1) A spouse who manages the common property, the legal acts in matters relating to common property separately, and even judicial or other proceedings, unless stated otherwise.

(2) A spouse who manages all common property, may legally act only with the consent of other spouse

a) in the treatment of common equity as a whole,

b) when dealing with the house where the family home spouse, if this dwelling part of the common property or dwelling that is one of them, or dwelling of a minor child who was not in incapacitation which husbands and caring, as well as the arrangement of permanent load of immovable property which is part of the joint property.

(3) The provisions of § 714, paragraph 2 shall apply mutatis mutandis.

#### Scheme based court decision

##### § 724

(1) If a compelling reason for it, upon the motion of the joint property of husband or cancel its current narrow range.

(2) A major reason is always the fact that her husband's creditor is required to ensure their claims to the extent exceeding the value of what belongs exclusively to the husband, the husband can be considered as prodigal as well as the fact that her husband repeatedly or continuously undergoes excessive risk. As a compelling reason can be found also that the husband started a business or becoming a member of unlimited liability of legal persons.

##### § 725

Based scheme can be changed by court decision or contract marriage court decision.

##### § 726

(1) The court may joint property after it is canceled, renewable, and the court so decides, especially when you have ceased to exist grounds for revocation of joint property. This is true even if the husband suggests that common property, whose scope has been narrowed, it was extended to the statutory range.



(2) ceases to have joint property by law, the court can restore her husband to the proposal, if it is in the interest of both spouses.

#### § 727

(1) the court decision can not be excluded or amend the provisions governing normal family household equipment.

(2) The court's decision to amend, repeal or restoration of common property can not exclude the consequences of their husband's ability to provide family and not be content or to affect the rights of third parties, unless agreed with the decision.

#### § 728

##### Management regime based on court decision

It is the husband in the management of common property in a way that is clearly contrary to the interests of the other spouse, family, household or family, and spouses or spouses conclude a contract on the management of what is part of common property, upon the motion of the other spouse to decide how way, the common property managed.

##### Regime of separate property

#### § 729

In the regime of separate property husband may dispose of their property without the consent of the other spouse.

#### § 730

If doing business under the separate property of spouses jointly, or one spouse is taking with the other spouse, split the income from business, how you negotiated in writing, otherwise the income is divided equally.

##### Protection of third parties

#### § 731

If the debt incurred in only one of the spouses during the joint property, the lender may satisfy the enforcement of decisions from what is in the common wealth.

#### § 732

If the debt was created only by one spouse against the other spouse's will, which expressed opposition to the lender without undue delay after he learned of the debt may be affected by community property only to the above, would have represented a share of the debtor, if it were repealed and common property settled under § 742nd This applies even if the obligation to perform maintenance or husband in the case of debt from the offense of only one spouse, or if the debt is just one of the spouses was before marriage.

#### § 733

Committed if one spouse at a time from which to change or eliminate the legal regime of property, whether by agreement or court decision spouses, are less than six months may be satisfied by the lender's claim of anything that was part of common property, if to contract marriage or court decision did not occur.

#### § 734

If spouses or contract by a court decision, which was the legal property regime changed or excluded affect the right of third parties, especially creditors, the person may exercise their right to settle on the occasion of what was formerly part of the common wealth, as if the contract spouse or a court decision has not occurred, yet applies § 742nd

#### § 735

### Special Provisions

If they do not conclude with spouses who intend to get a divorce in a marriage as set out in § 757, an agreement to hold property rights and obligations in case of divorce, in which the condition that the marriage is divorced, also ujednají to be separated in time management to acquire rights and commit

to pay for a period of separate management arrangements for joint spouse assets appropriately, unless this Act provides otherwise.

#### The settlement of joint property

##### § 736

If the joint property withdrawn or terminates, or if it is narrowed down to its current range, the disposal will have common responsibilities and rights of their settlement. Long narrow, canceled or defunct joint property is not settled, it shall be used for provision of common equity appropriately.

##### § 737

(1) settlement assets must not prejudice the right of third parties. If there was prejudice to the right of settlement, can a third party claim, the court held that the settlement is ineffective against it.

(2) Settlement of debt has effect only between spouses.

##### § 738

(1) Agreement on the settlement always has effects on the day the common property has been narrowed down, canceled or terminated, regardless of whether the agreement was made before or after the bottleneck, cancellation or termination of the joint property. However, if the subject matter of the settlement, which is registered in the public list, the agreement becomes legally effective in the part concerning this matter of public record in the list.

(2) The settlement agreement does not prevent it relates to only part of common property rights and obligations.

##### § 739

(1) Agreement on the settlement must be in writing if it was closed for the duration of the marriage or if the subject matter of the settlement, which requires the written form and contract for the transfer of ownership.

(2) Unless required by a settlement agreement in writing and if requested by one of spouses, delivers his second husband acknowledgment as deal.

#### § 740

Unless the spouses of the settlement, each of them suggest that the court decided. The settlement by the court according to the state where the bottleneck effects occurred, cancellation or termination of the joint property.

#### § 741

In the absence of three years from the narrowing of cancellation or termination of the joint property of the settlement of what was formerly part of the common property, or agreement, nor was an application for settlement by the court, the spouses or former spouses deal so that

- a) tangible movable property that is in them, which is their need, their families or family home used exclusively as the owner,
- b) other tangible movable and immovable assets are in mutual ownership of both, their shares are the same,
- c) other property rights, claims and debts belong jointly, their shares are the same.

#### § 742

(1) Unless the spouses or former spouses, or otherwise does not apply when the provisions of § 741, apply for the settlement of these rules:

- a) the interests of both spouses on the settled property are the same,
- b) each of the spouses will replace what the common property was made to his exclusive property,
- c) Each spouse has the right to ask that he be replaced as the exclusive property of their incurred for common property
- d) take into account the needs of dependent children
- e) is taken into account as each spouse took care of the family, especially how to take care of children and the family household,
- f) is taken into account as each spouse contributed to the acquisition and maintenance of assets belonging to the joint property.

(2) Value of the joint property of what was spent on the sole property husband, as well as the value of what the exclusive property of the husband was spent on joint property, the joint property of

the settlement included an increased or decreased depending on how the date of expenditure the property on which joint property has been narrowed down, canceled or terminated, increased or decreased the value of property to which the expense was incurred.

#### Certain provisions of spouses living

##### § 743

- (1) The couple have homes where they have a family household.
- (2) If the husband asks for serious reasons for a transfer of family households, the second husband to meet him, unless the reasons for the continuance outweigh the reasons for this change.
- (3) The spouses may agree to live permanently apart. The agreement of the spouses separate housing has the same legal effect as leaving the family home with the intention to live permanently elsewhere.

##### § 744

If the spouses dwelling house or apartment to which one spouse has the exclusive right to allow in the house or apartment to live, and if a law other than obligations, created by marriage to another husband the right to housing. If there is one of the spouses of such exclusive right during the marriage, created by the other spouse the right to housing.

##### § 745

(1) If spouses dwelling house or apartment, which had one of the spouses on marriage rental law, created by marriage to the house or apartment lease with both spouses common law; at a later conclusion of the lease arises both spouses shared rental law efficiency contract. This applies even if other similar obligations.

- (2) The provisions of paragraph 1 shall not apply if ujednají spouses something else.

##### § 746

(1) If the spouses have a joint home or apartment rental law, are entitled and obliged jointly and severally.

(2) A spouse who has the right to housing, the position of guarantor of her husband.

#### § 747

(1) If at least one spouse the right to dispose of the house or flat, in which the family household or spouse of the family, and this house or apartment is the living spouse or family must necessarily be, must abstain from everything and avoid anything that may housing disable or compromise. My husband especially not without the consent of the other spouse a house or apartment, or dispose of the house, its parts or the entire apartment set up right, whose performance is inconsistent with spouses or family housing, unless the spouse or family shall in all respects similar to the existing residential housing.

(2) If a husband without the consent of the other spouse in contravention of paragraph 1, the spouse may invoke the invalidity of such legal action.

#### § 748

(1) If the spouses have a joint right to lease a house or apartment in which the family household or spouse of the family, the § 747 paragraph 1, first sentence accordingly. The husband may not, without the consent of other spouse's lease terminate or limit the law, whose performance is inconsistent with spouses or family housing.

(2) If a husband without the consent of the other spouse in contravention of paragraph 1, the spouse may invoke the invalidity of such legal action.

#### § 749

Consent of spouse under § 747 and 748 must be in writing.

#### § 750

(1) agreement between the spouses, or spouses, notwithstanding the provisions of § 747 and 748, the agreement must not worsen the position of their common minor child who was not in incapacitation that lives with them in the family home and to which they have a maintenance obligation, or minor child who has not become full incapacitation and was entrusted to the care of

spouses or common one of them, the agreement also must not affect the rights of third parties, unless agreed with that agreement.

(2) The agreement and consent of third parties pursuant to paragraph 1 shall require a written form.

#### Specific provisions against domestic violence

##### § 751

(1) become more common if the spouse living in the house or apartment where the family household is a married couple, for one of them because of unbearable physical or mental violence against the spouse or other one family households in the lives of spouses, the court may husband of the proposal to reduce or even eliminate the specified time right spouse in the house or flat.

(2) As in paragraph 1 may proceed if it is a divorced spouse, and even if the spouses or spouses living together outside the family home.

##### § 752

Limitation or exclusion law husband in the house or apartment living, the court for six months. The court decides on the proposal again, if for a particularly serious reasons.

##### § 753

The right to seek protection against domestic violence has also every other person who lives with spouses or divorced spouses in the family home.

#### Part 5

#### Termination of marriage

##### Section 1

#### General provisions

##### § 754

Marriage terminated only for reasons specified by law.

## Section 2

### Divorce

#### § 755

(1) A marriage may be divorced, if the cohabitation spouses deeply, permanently and irreversibly destroyed and can not expect his recovery.

(2) Despite being a married couple living together disrupted, it can not be divorced if it was contrary to divorce

a) the interest of the minor child's marriage, which was not in incapacitation, which is due to special reasons, the child's interest in marriage and asking the court finds at the court-appointed guardian to manage the adjustment ratios for the child after divorce or

b) the interest of a husband who is in breach of marital obligations of marriage breakdown mainly participated and who would divorce caused particularly serious harm with the extraordinary circumstances that militate in favor of keeping the marriage unless the spouses are not living together for at least three years.

(3) If the spouses have minor child who is not fully enjoys the full rights of marriage not divorce court until the child decides on the situation in the aftermath of divorce.

#### § 756

The court, which decides on divorce, discovers the existence of a marriage breakdown, and that it had determined his cause, unless otherwise stated below.

#### § 757

(1) Connects to the husband to the application for divorce, who applies the other spouse, divorce court, without determined cause of marriage breakdown when it comes to the conclusion that the same claim spouse in the case of marriage breakdown and the intention to achieve Divorce is true and if



- a) the date of commencement of proceedings for divorce the marriage lasted at least one year and the couple together more than six months do not live
- b) the spouses who are parents of a minor child who was not in incapacitation, have agreed to adjust the ratios of the child after the divorce and the court approved their agreement,
- c) the spouses have agreed to adapt their property, their housing, and maintenance or for the period after the divorce.

(2) The agreements referred to in paragraph 1 letter. c) require in writing and signatures must be authenticated.

### § 758

The couple live together, forming the marriage or family, irrespective of whether they have or keep a family household, with at least one of the spouses were married community obviously does not want to restore.

### Section 3

#### The consequences of the dissolution of marriage

### § 759

#### Surname divorced spouse

Her husband, who adopted the surname of the other spouse may, within six months after the divorce to notify the registry office that accepts back its former name. This applies even if the husband intends to take the surname of the other spouse by being connected to a common surname of his previous surname or the first of his surname, henceforth only use their former name.

#### Nutritional divorced spouse

### § 760

(1) If the divorced spouse be able to feed himself and that his inability to have its origin in marriage or in connection with it have a claim against him by his former spouse within a reasonable range of maintenance responsibilities, if it is possible to be reasonably required, in particular regard to

age or health status of a divorced spouse at the time of divorce or termination of care for the common child of divorced spouses.

(2) When deciding on the maintenance or the amount the court will take into account how long a divorced marriage lasted and how long divorced, and whether

a) a divorced spouse did not provide an adequate job, although did not prevent him from doing serious obstacle

b) a divorced spouse to ensure proper nutritional management of own property

c) divorced husband worked during the marriage to care for a family household,

d) is committed to a divorced spouse or former spouse of a person close to him the nature of the criminal offense, or

e) is given by other similarly compelling reason.

(3) For the maintenance obligations of divorced spouses shall apply mutatis mutandis the provisions of general maintenance.

#### § 761

(1) Scope of maintenance and method of providing maintenance is governed by spouses or divorced spouses; ujednají If you think that maintenance is replacing odbytným, entitled divorced spouse ceases to providing nutritious surrenders.

(2) If no agreement on maintenance, divorced spouse, former spouse may be necessary to propose that the maintenance court ruled the other spouse.

#### § 762

(1) Unless the spouses or the spouses of maintenance, the husband, who mostly not caused by disruption of marriage or divorce and who disapproved of divorce was caused by serious injury, suggesting that the court determine her former husband's maintenance obligation in such a scale that ensures that spouses have essentially the same standard of living. Right divorced spouse to maintenance here can only be considered reasonable for the circumstances reasonable, but not later than three years after the divorce.

(2) If the guilty spouse, former spouse against the other conduct that meets the characteristics of domestic violence are not entitled to maintenance under paragraph 1 would otherwise conditions for granting the right to meet alimony.

## § 763

Right divorced spouse ceases to maintenance, close to a divorced spouse entitled to a new marriage, or enters into the partnership.

## Property rights and duties of the dissolution of marriage

### § 764

(1) termination of the marriage her husband's death, assessment of property rights and obligations of former spouses in the context of a heritage property under the regime that existed between spouses, or even the instructions deceased husband during his life regarding his property in case Death did, otherwise, the rules specified in § 742, except § 742 paragraph 1 point. c), unless the surviving spouse's heirs agree with the settlement otherwise.

(2) If the husband was declared dead, his property shall be assessed duties and rights of the date on which the decision on declaration of death is listed as day of his death.

### § 765

(1) termination of the marriage, divorce, property managed by the obligations and rights of divorced spouses or agreement of the spouses divorced spouses.

(2) Unless the spouses of the settlement, the former spouse may file a petition for a court settlement.

## Housing for dissolution of marriage

### § 766

(1) ceases to have married her husband's death and the couple had a joint right to lease a house or apartment, it was in their family home, will tenant the surviving spouse. If spouses testified to the house or apartment together another contract law, the surviving spouse remains eligible.

(2) ceases to marriage and the death of her husband the right to lease a house or apartment, which was located in the family household husbands had only one of them, the provisions of the tenancy.

§ 767

(1) ceases to have married her husband's death, which was the house or apartment, which was located in the family household marriage, allowing the exclusive right in the house or apartment to live, and if this was a law other than obligations, while the second husband was in the house flat or rights habitation, the husband just disappear housing, if the exclusive right to the deceased husband was transferred to another person than to a surviving spouse. This does not apply, unless the surviving spouses fairly ask to leave the house or apartment.

(2) If appropriate circumstances a surviving spouse, primarily because it takes care of a minor child who was not in incapacitation, which a couple cared for, or a minor child who was not in incapacitation, whose parent is deceased spouse, or child dependent who lives with the surviving spouse, the court may, on a proposal to establish a surviving spouse for the benefit of an easement right to adequate housing according to the circumstances of the case, but no longer than until such child becomes permanently ability to feed itself, and for a fee comparable to rents in place usual, this right does not expire, if the child acquires the ability to feed itself only temporarily.

(3) Should the surviving spouse the right to live for another reason, the provisions of paragraphs 1 and 2 accordingly.

§ 768

(1) ceases to divorce, and the couple had a house or apartment, it was in their family household, the same or common law, and unless the one in the house or apartment to live on, the court canceled the proposal one of them under the existing circumstances of the case law of the divorced spouses, to which may reasonably ask to leave the house or apartment, and possibly also decide on the method of compensation for the loss of rights, taking account in particular, of the divorced spouses who were entrusted with the care of minor child who was not in incapacitation and cared for by spouses, as well as the opinion of the landlord, lender or other person in a similar position.

(2) A divorced spouse who has to leave the house or apartment has the right to live there until his second husband fails to provide alternative housing, unless it in proceedings under paragraph 1 of the refund is not granted, in this case, right in the house or apartment to live more than one year . It was, however, when he entrusted the care of a minor child who was not in incapacitation and cared for by spouses during marriage, or a dependent child who lives with him, upon the motion of the husband found in his favor right housing provisions of § 767 paragraph . 2 shall apply mutatis mutandis.

## § 769

Ceases to divorce, and husbands did not have a house or apartment, it was in their family household, the same or common law, and spouses or divorced spouses agree on another living spouse who has a house or an apartment only a right to live or another law, which is weaker than the right spouse, the court on a proposal from her husband, who has a house or flat right ownership title or another property right or exclusive right to lease or jiné law of obligations, the obligations of the other spouse to emigrate to the provisions of § 767, paragraph 2 shall apply mutatis mutandis.

## § 770

Ceases to divorce, and husbands had the right house or apartment to live with the fact that a law was derived from another, has the right to request the removal of the divorced spouse was only entitled to derivative, one who has a house or flat or substantive contract law, from whom the right of the other spouse to live directly derived.

## TITLE II

### Kinship and affinity

#### Part 1

#### General Provisions

#### Kinship

#### § 771

Kinship is a relationship based on a person's blood bond formed or adoption.

#### § 772

- (1) Persons are related in a direct line, if originating from one another.
- (2) Persons are related to a side line, they have a common ancestor, but they do not originate from one another.

## § 773

The degree of relationship between two people is determined by the number of birth, which comes in direct line from one another and in the next two lines from their nearest common ancestor.

## § 774

### Affinity

The creation of affinity arises marriage between one husband and relatives of the other spouse, in which line and to what degree is related to someone with one husband, in a line in which the degree is sešvagřen with the second husband. Termination of the marriage, the death of one spouse by affinity extinguished.

## Part 2

### Relationships between parent and child

#### Section 1

#### Determining Parenthood

## § 775

### Motherhood

The child's mother is a woman who bore them.

### Paternity

## § 776

(1) If born child at the time of the marriage to end třístého day after the marriage has been terminated or declared invalid, or after the mother's husband was declared missing, it is considered the father of the husband's mother.

(2) is born if the child is re-married woman, it is considered that the father is the husband later, even though the child was born before the třístého day after the previous marriage has been terminated or declared invalid.

#### § 777

(1) If born child at the time between initiation of proceedings for divorce and three hundredth day after the divorce, a spouse, former spouse or mother that he is the father of the child, while another man declares that he is the father of the child shall be deemed that the father is the man attached to the mother to both statements.

(2) Declaration husband, mother of the child, or her former husband, a man who claims to be the father of the child, mother and child is in court, initiated at the request of one of them, the proposal may be submitted no later than one year after birth the child.

(3) To determine the paternity of a child pursuant to paragraphs 1 and 2 can not be experienced until such time as the decision to divorce.

(4) In the case of proceedings for nullity of marriage, the provisions of paragraphs 1 to 3 accordingly.

#### § 778

Born when the child is conceived through artificial insemination, unmarried woman, it is considered that the child's father is the man who gave consent to artificial insemination.

#### § 779

(1) If no determination of paternity pursuant to § 776, 777 or 778, it is considered that the father is a man whose paternity was determined by an affirmative statement of the mother and this man. This way you can also determine the paternity of an unborn child even if it is already conceived.

(2) The declaration is made in person before a court or before the Registry Office. A minor who is not fully enjoys the full rights always make a statement before the court.

#### § 780

If the declaration does one who is not fully enjoys the full rights may be made only before the court. Court as the case may consider whether the person who is not fully enjoys the full rights can act alone or whether it will act as his guardian.

§ 781

If the mother is unable to assess the importance of mental disorder and its declaration if its action statements associated with a difficult obstacle overridden, it is not possible to determine the paternity of an affirmative statement.

§ 782

The statement of paternity as a special act will apply the general provisions on legal proceedings, unless otherwise specified. Invalidity, however, may be invoked only in time for denial of paternity.

§ 783

(1) If no determination of paternity pursuant to § 776, 777 or 778, or under § 779, the mother, child and man, who claims to be the father, suggesting that the court determine paternity.

(2) It is understood that the father is a man who had sex with the child's mother at the time of which has not undergone the birth of a child less than one hundred sixty and more than three hundred days, unless his paternity exclude serious circumstances.

(3) If the alleged father alive, given the proposal against the guardian, who shall be appointed to that court.

§ 784

(1) dies during the proceeding if the petitioner may proceed further in the proposal is justified.

(2) the death of a child during the proceedings may, within six months after his death also apply for a descendant of that child if it has an interest in this destination.

(3) dies during the procedure if the alleged father, continuing the proceedings against guardian, to whom shall be appointed by the court.

(4) dies while driving to a man who claimed to be the father, and does not continue to control the child or the mother, the court shall suspend the proceedings.



## Denying Paternity

### § 785

(1) A spouse may, within six months from the date when he learned of the facts constituting a reasonable doubt, the father of a child born to his wife, denied his paternity in court, but not later than six years since the birth of a child. Denies paternity to the child and mother, if both are alive, and alive if one of them, against the other, if not none of them alive, the husband does not have this right.

(2) If the husband's legal capacity before the end of a six-year period popěrné so limited that he can not deny paternity, he can deny his guardian, which for this purpose appointed by the court, and within six months of the appointment by the court.

### § 786

(1) is born if the child is between stošedesátým date of marriage and three hundredth day after its dissolution or annulment, paternity can be denied except as provided in § 777, only if it is impossible that the husband was the father of the child's mother.

(2) if born before the baby stošedesátým day after the marriage, it is sufficient to not consider that the husband is the father of the child's mother denies the paternity of her. This does not apply if the husband had sex with the mother the child's mother at the time of the birth of the child which has undergone less than one hundred sixty and more than three hundred days, or if he knew the marriage was pregnant.

### § 787

Paternity can not be denied to a child born during the period between the date stošedesátým and three hundredth day after artificial insemination with the consent of her husband made the mother, or with the consent of another man, when the mother is not married, no matter what the genetic substance was used. This does not apply if the pregnant mother or child.

### § 788

He denied the paternity of her late husband to the child the mother married again, begins a six-month deadline to contest paternity of the former husband the following day after he learned of the decision.

§ 789

The mother may, within six months of the birth of a child to deny that the child's father is her husband. The provisions on denial of paternity husband shall apply mutatis mutandis.

§ 790

(1) A man whose paternity was determined by an affirmative statement of parents, paternity of a child may be denied only if it is possible that it could be the father of the child. It may do so within six months from the date paternity was determined as follows; the event of a determination of paternity before the birth of a child, period end sooner than six months after his birth.

(2) The provisions of § 785, paragraph 1, second sentence and § 785, paragraph 2 shall apply mutatis mutandis.

§ 791

Mother may deny that the child's father is a man whose paternity was determined by an affirmative statement of parents, and by the deadlines specified in § 790 paragraph 1 second sentence.

§ 792

If the motion for denial of paternity filed after popěrné period, the court may decide to forego a missed period, if required by the child's interest and public policy.

§ 793

If required by the obvious interest of the child and are to be filled with provisions guaranteeing fundamental human rights, the court's own motion to initiate proceedings for the denial of paternity, if paternity has been determined by an affirmative declaration of the parents, but the child's father can not be designated as such by his father. Rule, the court also suspended the exercise of parental responsibility.

Section 2

Adoption

Subsection 1

Adoption, adoptive child and learning

§ 794

Adoption means the acceptance of another person as their own.

§ 795

A prerequisite is the acquisition of such a relationship between the adopter and adoptee, which is between parent and child, or that there are at least the basics of such a relationship. Adoption of a minor must be in accordance with its interests.

§ 796

(1) The adoption of a minor the court on motion of a person who wants to adopt a child. The application for adoption of a child from a foreign country or abroad connected petitioner decision of the competent public authority to consent to adoption.

(2) The adoption of an adult decides upon the motion of the person who wants to acquire an adult, which he joined an adult to be acquired.

§ 797

On the basis of court decision on adoption with adoptive parent or adoptive parents, entered in the register as a parent or parents of the child.

§ 798

The activities associated with the provision of adoption, no person shall gain an unfair profit.

#### § 799

(1) adoptive parent can only adult person enjoys the full rights and guarantees to their personal characteristics and life as well as the reasons and motives that led to her adoption, the child will be for the acquisition of a good parent.

(2) Health status of the adoptive parent or both adoptive parents must not restrict the care of adopted child to a large extent.

#### § 800

(1) may become adoptive parents, spouses and one spouse. Exceptionally, the master and the other person, in which case the court also decides that it is deleted from the register of the second record of the parents.

(2) They learn if married, submit a proposal for adoption jointly as joint adoptive parents.

#### § 801

If a person learns that the parent, the court shall assess if adoption in fundamental conflict with the interests of adoptive children, property interests are not decisive for the assessment.

#### § 802

May adopt a minor child who was not in incapacitation.

#### § 803

Between the adopter and the child must be osvojovaným reasonable age difference, usually not less than sixteen years only with the consent of a guardian representing the child adoption in the proceedings and if the adoption in accordance with the interests of the child, may be the age difference between adopter and child osvojovaným exceptionally less than sixteen years.

## § 804

Acquisition is excluded among those with relatives in a direct line and between siblings. This does not apply in the case of surrogacy.

### Subsection 2

#### Consent to adoption

## § 805

The acquisition can not be decided without the consent of the child, the child's parents or persons authorized to give consent for parents, husband or adoptive parent. This is true even if consent was withdrawn.

#### Consent to adoption of the child

## § 806

(1) It made the children they have learned at least twelve years old, should always be his personal consent, unless it is beyond any doubt that the procedure requiring the personal consent of the adopted child in conflict with the fundamental interests of the child or the child is not able to assess the consequences of consent.

(2) Before a child expresses their acquired, the court properly learn the purpose, content and consequences of consent to adoption.

## § 807

(1) If a child has not reached the age of twelve years at least, gives his consent to the adoption on behalf of his guardian, court appointed guardian, usually the social-legal protection of children. Before a guardian can consent, identify all the relevant facts that lead him to conclude that the adoption will be in accordance with the interests of the child.

(2) If possible, the court shall hear and children being learned and takes account of his observations with regard to the degree of his mental development.

§ 808

The acquired your child may revoke consent to adoption until the adoption order.

Parental consent

§ 809

The adoption requires the consent of parents adopted child.

§ 810

(1) The consent of a parent gives a personal statement to the court. The statement must meet the general requirements of legal proceedings, however, if the agreement made subject to conditions or if it is temporary, not taken to him.

(2) Before a parent expresses, the court properly instruct him about the nature and consequences of the declaration of consent and the fact of adoption.

§ 811

(1) The consent of parents to the adoption of his child to be even regained the full incapacitation. A parent who has not yet reached the age of sixteen can not give consent to the adoption.

(2) Does the consent of a parent who has not acquired full incapacitation can not, for him to act on his guardian, his capacity to give consent examine the court under the general provisions.

§ 812

A parent whose legal capacity was restricted by a court decision may, in matters of adoption, including the granting of consent to adoption, the legal act only to the extent in which its restrictions were legal capacity.

§ 813

(1) Mother of adopted child can give consent to the adoption earlier than six weeks after childbirth. Father of adopted child can give consent to the adoption and before the end of this time, but soon after birth.

(2) If the consent given by father or mother before, disregarded him.

§ 814

It is immaterial whether the consent was given for adoption to the identification of a person to the adoptive parent, or without such a determination.

§ 815

It was the consent to adoption given to the identification of a person as an adoptive parent, and if the acquisition proposal withdrawn or rejected, it loses effectiveness consent.

§ 816

Consent to the adoption expires whenever the absence of adoption within six years from the date on which the consent was given.

§ 817

(1) Consent to adoption may be revoked for three months from the date was set.

(2) Consent to adoption may be revoked after the expiration of three months from the date on which it was given,

- a) it was not being learned in child care have handed over to the adoptive parent before the adoption,
- b) if they have learned to be a child under a court decision issued on the proposal issued by the parents, who were entrusted to the care of because it is consistent with the interests of the child to his parents.

(3) The withdrawal of consent shall apply mutatis mutandis to how, to whom and with what effects are giving consent to the adoption.

§ 818

(1) The consent of parents of adopted child to adoption is not necessary if a parent

- a) has been deprived of parental responsibility and also the right to consent to adoption,
- b) is unable to express their will or recognize the consequences of their actions or to control or
- c) is present in an unknown place and this place is not a court in conjunction with other public authorities to determine by the exercise of due diligence required.

(2) If these facts given by both parents is required for mastering guardian consent or guardian consent, which for this purpose appointed by the court, this applies even if both parents have died or that parenting a child osvojovanému was not intended. Before granting or refusal of consent must be observed all the relevant facts relating to the adopted child and his family, which could affect the decision on adoption, in particular will determine whether the child is being learned and whether close relatives of those interested in child care, and interviews also the person in whose care the child happens to be being learned.

#### § 819

(1) The acquisition also do not need the consent of a parent who apparently has no interest of the child.

(2) A parent of a child apparently has no interest, neither the consistently true interest of the child, thereby permanently culpably breach of its obligation to parents.

#### § 820

(1) It is understood that ignoring the parents of a child is obvious, it takes at least three months from the last manifested a genuine interest. If you can not, however, parents are seen in the behavior of gross violations of its obligations, it is necessary that the body of social and legal protection of children informed of the possible consequences of their behavior and that such an instruction from at least three months have elapsed. The social-legal protection of children, parents must provide the latest guidance for this advice and assistance provided under other legislation.

(2) Lessons in paragraph 1 shall not be required if the parent left the place where formerly resided, without having been told where he now resides, and if not even three months to find a place where the parent resides.

#### § 821



(1) The court shall decide in a special procedure, if it is, or is not necessary to acquire the consent of parents.

(2) If the court decides that the acquisition does not require the consent of both parents is needed to acquire the consent of a guardian by the court appointed for that purpose. Before a guardian can consent to identify all the relevant facts relating to the adopted child and his family, which could affect the decision on adoption, in particular examine if it is being learned baby close relatives who wish to seek them out and hear it, in whose care the child happens to be being learned.

#### § 822

(1) has occurred if the circumstances where the acquisition does not require the consent of parents, but can not positively decide on adoption, if someone close relatives of the child who is willing and able to care for the child and make sense in this proposal by the court.

(2) The court entrusts the child to his close relative, if it is consistent with the interests of the child and if it is clear that this person is able to care for the child.

#### Subsection 3

#### Care before adoption

#### § 823

(1) With the approval of future adoptive parent can give his child to their acquired immediately after both parents have given consent to adoption. With the consent of the parents, the child can give prospective adoptive parents to care before, as soon as the child's medical condition allows. Parents of adopted child are obliged to inform the delivery of the child the social-legal protection of children.

(2) Child care at a time before the expiry of three months from the date on which it was given consent to the adoption, there is no care before adoption. After this time has he to whom the child was handed over to the care of only the right and duty to properly care for the child and protect them, in matters of child care are linked with this, it can act only if it is absolutely necessary.

#### § 824

(1) The delivery of the child into care pursuant to § 823 the court.

(2) If the court considers that given the circumstances, when the acquisition does not require the consent of parents, may use § 823 paragraph 1, mutatis mutandis.

#### § 825

After three months of when it was given consent to the adoption, suspending the exercise of rights and obligations of parental responsibility, the court appoints a guardian of the adopted child the social-legal protection of children, unless the trustee has been appointed earlier. The provisions of § 929 shall apply mutatis mutandis.

#### § 826

After three months of the date on which the consent was given for adoption, they have learned can be passed adoptive child in care before adoption. Any such transfer shall act on a proposal adopters court.

#### § 827

(1) the Court to transfer the child to the care of adoptive parents before the adoption decision until it has carried out investigation on the mutual suitability of the child and adoptive parent, especially with regard to

- a) personality and health of adoptive parents and his social environment, particularly housing and household, as well as the ability to take care of the adoptive child and adoptive motives for adoption,
- b) personality and child health, social environment from which the child comes from, as well as the Family Code,
- c) ethnic, religious and cultural environment of the child and adoptive parent,
- d) the period during which the adoptive child in care.

(2) If a child wants to learn one of the spouses, the court finds the reason for the proposal for a second husband did not join.

#### § 828

If there was a child they have learned previously handed over to the care of the adoptive parent, it is his care for others care before adoption. For care before adoption is not necessary to further public authority's decision.

#### § 829

(1) Before the adoption of a decision must be being learned in child care at the expense of the adoptive parent. Adoptive parent has duties and rights of persons into whose custody is in accordance with § 953 to 957th

(2) the acquisition of adoptive care before adoption takes a child for a period sufficient for a conclusive finding that the adoptive parent and child create such a relationship, what is the meaning and purpose of adoption, this care will not end before the expiry of six months.

(3) During the period in which the adoptive child in care, shall be suspended previously established duty to maintain another person to the child.

#### § 830

(1) Where a man who claims to be the father of the adopted child, a proposal for establishment of paternity can not decide on adoption, on the proposal until the determination of paternity will be decided.

(2) If the child is handed over to their acquired for future adoptive care under § 823 and passed the three-month period within which they can withdraw consent to the adoption, before the proposal was submitted under paragraph 1 shall apply mutatis mutandis § 817.

#### § 831

Where a person who claims to be a close relative of the adopted child, a proposal for custody pursuant to § 953, the adoption can not decide on this proposal until it is decided.

#### Subsection 4

#### Consequences of adoption

§ 832

(1) A child who has been jointly acquiring spouses, husband or his parents, the child has a common position of spouses, otherwise the child's adoptive status.

(2) adoptive parents have parental responsibility.

§ 833

(1) By adopting the family terminates the ratio between the adoptee and the original family, and the rights and obligations arising from this relationship. Extinguished the rights and duties of a guardian or guardian who was appointed to the parents of these rights and duties performed.

(2) If the husband of one of the adoptive parents of the adopted child, paternity, adoption does not affect the relationship between the adopted child and this parent and his relatives, nor the rights and obligations under this contract.

§ 834

It was the adoption of a child who is a parent, subject to the effects of adoption on the child.

§ 835

(1) the surname of the adoptive parent Osvojenec; osvojenec spouse is a common surname, which was intended for their children in marriage.

(2) does not agree to osvojenec who has the right to speak out to his family name, change its name, the court that osvojenec will connect to his surname surname adopters. If you connect osvojenec surname, surname osvojitelovo can only connect to the first surname of the adopted child, if you connect adoptive surname, you can connect to osvojenecovu name only the first surname of the adoptive parent.

§ 836

Adoptive parent is obliged to inform the adoption of the adopted child of the fact, when it appears appropriate, but not later than the start of schooling.

## § 837

### Confidentiality of adoption

(1) or adoptive osvojenec may suggest that the court ruled that the circumstances of his adoption and to be secret from the child's family of origin. This similarly applies to the classification of blood and his parents consent to adoption.

(2) Although the adoption and the circumstances of his blood or his parent, and consent to the adoption secret, the court may decide on its disclosure, if justified by a very serious situation threatening the life of the adopted child or health.

## § 838

Once you become osvojenec incapacitation, he created the right to get acquainted with the contents of the file, which was led by the management of its adoption.

## § 839

### Supervision of learning success

(1) without regard to whether the success of adoption supervision imposed, usually provide the social-legal protection of children and adoptive counseling services related to care for the adopted child.

(2) If justified by the circumstances of the case, court orders and motion of the adopter and adoptee for a period of supervision necessary, which also determines the length, usually carried out through monitoring of the social-legal protection of children.

### Revocation of adoption

## § 840

(1) If there are important reasons for this, trial acquisition proposal to the adopted child or adoptive cancel, submit the proposal only one of them, the other on the proposal to join.

(2) Acquisition can not be canceled after three years of the adoption order. This does not apply if the adoption in violation of the law.

#### § 841

(1) Clear ownership ratio resulting from adoption terminates the obligations and rights arising from this relationship and restores the previous family affair.

(2) Property rights and property of the adopted obligations incurred before the acquisition was canceled, are not affected by the abolition of adoption.

#### § 842

Osvojenec will repeal the adoption of surnames that was before the adoption, unless they declare that they retain the existing name.

#### § 843

##### Re-adoption of the adopted child

Osvojenec can be re-adopted, only

- a) if it was canceled earlier adoption,
- b) if it is to be gained in the later adopters husband after a previous husband, who was a joint adoptive parent, died, or
- c) if he died, who was the only adoptive parent, or those who were joint adoptive parents.

#### § 844

If it is consistent with the interests of the child, the court may decide on a proposal from the adoptive parent even before the expiry of three years from the decision on adoption, the adoption is irrevocable.

#### § 845

Irrevocable adoption precludes osvojenec was re-acquired.

Subsection 5  
Acquisition of an adult

§ 846

An adult can learn, if not contrary to good morals.

§ 847

Adoption, which is similar to the adoption of a minor

(1) an adult can learn if

- a) the adopted sibling was natural, adopted by the same adoptive parent,
- b) at the time the application for adoption was a minor being learned,
- c) the adoptive care of the adopted as his own at the time of his minority or
- d) the adoptive parent intends to adopt a child of her husband.

(2) an adult can not learn if this would be contrary to the legitimate interest of his blood parents.

(3) Provisions on the Adoption of the minor, including provisions on the consequences of adoption, shall apply, with the exception of § 838 and 839, accordingly.

Adoption, which is similar to the adoption of a minor

§ 848

(1) If it is not detrimental to vital interests of adoptive children, or the adopted children, an adult can acquire exceptionally well for reasons worthy of special consideration, if it is beneficial for the adopted child and adoptive parents themselves, or, in justified cases for at least one of them.

(2) Provisions on the Adoption of the minor, including provisions for its consequences, shall apply *mutatis mutandis*.

§ 849

(1) adoptee and his descendants adoption there is no family relationship to the adoptive family members and did not acquire them against any property rights. Adoptive parent adoption does not acquire any ownership rights to the adoptee and his descendants.

(2) Osvojenec and his descendants will survive adoption rights in their own family.

#### Common provisions for adoption of an adult

##### § 850

(1) Unless they have learned fully Every competent, is acting for him a legal representative or guardian, to whom shall be appointed by the court.

(2) If the marriage takes the adopted, may be acquired only with the consent of her husband. If the husband is unable to consent because it is not fully enjoys the full rights or if the consent of measures associated with severe obstacle overridden, the court specifically consider whether adoption is not in conflict with the legitimate interests of the spouse or other family members.

##### § 851

(1) Acquisition of an adult does not affect his surname.

(2) with the consent of the adoptive parent can connect osvojenec osvojitelovo surname to his surname, if the marriage lasts adopters and if husbands shared surname, and requires the consent of the other spouse.

(3) takes the marriage of the adopted child and they have a common surname spouses may join osvojenec osvojitelovo surname to his surname without the consent of her husband.

##### § 852

Ownership has legal consequences for the adopted child and his descendants, if they were born later. For children born before adoption of the adopted child has legal consequences only when they gave consent to adoption.

##### § 853



(1) of the adopted child maintenance obligation to his ancestors or descendants only lasts longer, and only to the extent, if not other people who have a duty to maintain, or unless such person unable to meet their maintenance obligations. Osvojenec has the right to maintenance to their ancestors or descendants only, and only to the extent, if the adoptive parent to meet their maintenance obligations.

(2) inherit from the adoptive Osvojenec first class legal heirs, but not entering the right of inheritance adopters to other persons.

(3) If the acquisition of legal consequences for the descendants of the adopted child, the provisions of paragraphs 1 and 2 accordingly.

#### § 854

For the adoption of a minor who has been granted legal capacity, the provisions on adoption of an adult apply *mutatis mutandis*.

### Section 3

#### Parents and Child

##### Subsection 1

#### General Provisions

#### § 855

(1) Parents and children have towards each other obligations and rights. These mutual obligations and rights can not give up, take to do so, account shall be taken to it.

(2) The purpose of the obligations and rights of the child is to provide moral and material welfare of the child.

#### § 856

Duties and rights of parents associated with the personality of the child and the rights and obligations of a personal nature arise and disappear birth of a child's entry into adulthood.

## § 857

(1) The child is obliged to take care of their parents.

(2) Until the child becomes svéprávným, parents have the right to guide their children educational measures, in keeping with the evolving capacities, including restrictions on pursuing the protection of morals, health and children's rights and the rights of others and public order. The child is required to comply with these measures.

## § 858

Parental responsibility includes obligations and rights of parents who are to care for the child, including in particular the care of his health, his physical, emotional, intellectual and moral development in child protection, in keeping personal contact with the child, ensuring the upbringing and education, in determining the place of his residence, in his representation and management of his fortune, birth of a child arises and ceases when the child comes into full incapacitation. The duration and extent of parental responsibility can only be changed by the court.

## § 859

Maintenance obligation and right to maintenance is not part of parental responsibility, and their duration depend on the acquisition of majority or incapacitation.

### Subsection 2

#### Personal name and surname of the child

## § 860

(1) The child has a name for the marriage of his parents for children in common spouses.

(2) If a child does not have a name pursuant to paragraph 1, chooses parents for the child the surname of one of them, otherwise the court shall determine his surname. The same applies to the personal name of the child.

## § 861

If I know only one parent, the child's surname. The parent will also determine the child's personal name, otherwise it is determined by the court.

#### § 862

(1) In the case of a child whose parents are not married, chooses parents for the child the surname of one of them, otherwise the court shall determine his surname.

(2) If the marriage is entered into by the child's mother, whose father is unknown, can the child's mother and her husband both claim before the Registry Office that the name for their other children will have this baby.

#### § 863

(1) to change the surname of the child under § 862 must be the child's expression under the same conditions as other matters concerning the child, if the child is fifteen years older, it is necessary to change his surname agreed.

(2) The provisions of § 862 can not be used if the child has reached age of majority.

#### § 864

If neither parent is known, the court's own motion a personal name and surname of the child.

### Subsection 3

#### Parental responsibility

#### § 865

(1) Parental responsibility belongs equally to both parents. Does it every parent, unless it was cleared.

(2) If the court decides to reduce incapacitation parents also decide on his or her parental responsibilities.

§ 866

For the court's decision concerning the scope of parental responsibility or the manner or extent to which her parents are to perform are key interests of the child.

§ 867

(1) Before a decision which affects the interests of the child, the court shall give the child the necessary information so that they can create their own opinions and to communicate this.

(2) If the court found to the child able to accept information properly or is not able to create your own opinion or is not able to communicate this view, the court shall inform and listen to him who is able to protect the interests of the child, the fact that must be a person whose interests are contrary to the interests of the child, a child twelve years old, it is considered that it is able to receive information, make your own opinion and to communicate this. Court considers the child pays due attention.

§ 868

(1) The exercise of parental responsibility of a minor parent who incapacitation before granting marriage or regained full incapacitation is until it becomes full legal capacity, suspended, this is not about performance obligations and rights of custody unless the court, having regard to a person decides to parents that the performance of this duty and this right shall be suspended until such time as the parent acquires full legal capacity.

(2) The exercise of parental responsibility parents whose legal capacity was limited in this area is the limit for his incapacitation suspended unless the court decides that the parents in relation to the person retains the duties and rights of custody and access to the child.

§ 869

(1) prevents the parents from exercising their parental responsibility and can be a serious factor to consider is that, in accordance with the interests of the child's need, the court may decide that the exercise of parental responsibility of the parent is suspended.

(2) Suspension of parental responsibility does not affect the performance of maintenance responsibilities to the child.

#### § 870

If he does not parent their parental responsibilities properly and if required by the interests of the child, the court of his parental responsibilities restrict, or limit its power, while the extent of this limitation.

#### § 871

(1) If the parent Exploits their parental responsibility or the exercise thereof, or their parental responsibility or the exercise seriously neglected, the court can dispose of his parental responsibilities.

(2) committed against a parent if your child an intentional criminal act, or if the parent use their child who is not criminally liable for committing an offense committed or if the parent is a criminal offense as an accomplice, instigators, or assistant organizer of the crime committed his child, the court specifically examine if there are grounds for depriving parents of their parental responsibilities.

#### § 872

Before the court decision on the restriction of parental responsibility court always consider whether the interests of the child due to the need to limit the right of parents to personally interact with the child. If the parents waive parental responsibility remains with parents the right to personally interact with the child only if the court chooses to maintain the rights of parents with regard to the interests of the child.

#### § 873

If the court deprive parents of parental responsibility, may well decide that it deprives him of all or some of the obligations and rights set forth in § 856, in particular the right to consent to adoption.

#### § 874

Depriving parents of their parental responsibility or restriction does not affect the maintenance obligation to the child.

#### Special provisions for the exercise of parental responsibility

##### § 875

(1) parental responsibility of parents engaged in accordance with the interests of the child.

(2) Before a decision which affects the interests of the child, notify parents of the child everything necessary so that they can create their own opinion on the matter and communicate it to parents, this does not apply if the child is not able to properly accept or communication is unable to create your own opinion or is unable to communicate this view to parents. Parents view the child and give due attention to take the child's opinion in deciding the question.

##### § 876

(1) parental responsibility of parents engaged in a concerted manner.

(2) Where there is matter in deciding the child's risk of delay, one of the parents to decide or to give consent themselves, but must immediately notify the other parent, what is the status quo.

(3) If one parent in the child's own affairs to a third person who in good faith, it shall be deemed to be acting with the consent of the other parent.

##### § 877

(1) Unless the parents in the matter, which is especially important for a child with respect to its interest, the court will decide on a proposal from parents, this applies even if one excluded the parents from deciding on important matters of the child the other parent.

(2) The important thing to consider in particular not the usual medical and similar procedures, determine the place of residence and choice of education or employment of a child.

##### § 878

(1) does not live if one of the parents or if not known, unless one of the parents' parental responsibility, or if the exercise of his parental responsibilities suspended exercises parental

responsibility other parent, this applies even if the parental responsibility one parent is restricted or limited to its performance.

(2) If no parent parental responsibility in full or if the exercise of parental responsibility of both parents is suspended, or if the parental responsibility of parents affected by any of these ways, but each other, the court appoints a guardian child, which covers obligations and rights of parents or their performance in place of parents.

(3) If the parental responsibility of parents is limited or restricted to its performance, the court appoints a guardian child.

#### § 879

(1) In legal proceedings against a child who is not capable of self-regarding legal action, it is sufficient to act even against one of the parents as representatives of the child.

(2) If the legally significant whether the child is not capable of self-regarding legal act, or not in good faith, it is necessary to assess the good faith of both parents, however, when a child in the care of only one parent , just consider his good faith.

(3) If the legally significant whether the child is not capable of self in the matter legally act on the matter, or actually knew or did not know, it is necessary to assess knowledge of both parents, however, when a child in the care of only one of parents consider only his knowledge.

#### Child care and protection

#### § 880

(1) parental responsibility of the person carrying out the child's parents and in a manner commensurate with the degree of development of the child.

(2) If the parents make decisions about education or work application of the child, taking into account its views, abilities and talents.

#### § 881

Child care and protection, the performance of his upbringing, or some of its pages or supervision over the child, parents may entrust another person, the agreement with her parents, do not touch the duration and extent of parental responsibility.

#### § 882

(1) If a child is held by another person unlawfully, parents have the right to request that their child be handed over, so is the parents themselves. This right has someone who legitimately cares for the child.

(2) A person who unlawfully detains a child, it shall be properly give to the person who has a child in the care of the law.

#### § 883

Parents and child are obliged to help, support and respect for their dignity.

#### § 884

(1) Parents have a crucial role in child care. Parents should be universally example for their children, especially if it is a way of life and behavior in the family.

(2) Educational resources can be used only in the form and extent as is reasonable under the circumstances, does not endanger health or the child's development and affect the human dignity of the child.

#### § 885

Caring for a child only one of the parents involved in child care and education and his spouse or partner, parents of the child is living with a child in the family home. This also applies to those who live with a parent of the child without him married or registered partnership, is living with a child in the family home.

#### § 886

(1) If a child lives with parents or with one of them in the family home and if properly cared for them, and it participates in the care of the household. This obligation also terminates the child's nutrition by providing parents with a child.



(2) The child is involved in the care of family households running their own work, or cash contributions, if their own income, or both. To determine the extent of the proportion of children in the care of running a family household are relevant skills and abilities of the child and reasonable needs of family members.

Personal contact with parents, child

§ 887

Exercise of the right of parents to maintain personal contact with the child parents can entrust another person.

§ 888

A child who is under the care of only one parent has the right to socialize with the other parent to the extent that it is in the interests of the child, as well as the parent has the right to associate with the child, unless the courts would limit or prohibit contact, the court may also determine the conditions contact, especially where it is to occur, as well as to identify persons who may or may not participate in contact. A parent who has custody of the child, the child is required to contact the other parent to properly prepare the child's contact with the other parent properly and allow law enforcement access to the child to the extent needed to cooperate with the other parent.

§ 889

A parent who has custody of the child, and the other parent must refrain from anything that interferes with the child's relationship with both parents or the child's upbringing as difficult. Does the parent who has custody of the child, consistently and repeatedly for no reason other parent contact with the child, such behavior is the reason for the new court decision as to which parent has a child in their care.

§ 890

Parents are required to tell each other everything important in terms of the child and his interests.

§ 891

(1) A parent who has custody of the child, and the other parent to agree together, as a parent who has custody of the child will have contact with the child. Unless the parents, or if required by the interest in the upbringing of the child and family circumstances, the court will contact parents with the child accordingly. In justified cases, the court may determine the place of parents with a child.

(2) If necessary in the interests of the child, the court limited the right of parents to personally interact with the child, or even prohibit such contact.

Representation of child

§ 892

(1) Parents have a duty and right to represent the child in legal proceedings, which is not legally eligible.

(2) represent the child's parents, together, act, however, each of them to the provisions of § 876, paragraph 3 shall apply *mutatis mutandis*.

(3) A parent can not substitute for a child if it could be a conflict of interest between him and the child or children of the same parents. In this case, the court appoints a guardian child.

§ 893

Unless the parents, which one child in the absence of legal proceedings, the court on a proposal from parents to parents of a child will legally act and how.

§ 894

(1) Parents as guardians can settle the matter for the child, unless it is a matter of status or contract on behalf of a person with expertise, as appropriate, other suitable person.

(2) If a child is entered into a contract for representation, does not affect the legal representation of the child's parents.

(3) the absence of legal and contractual agreement to the representative, the court in accordance with the interests of the child.

§ 895

If there has been a denial of paternity, legal actions taken by the father as the legal representative shall remain unaffected.

Caring for the child's property

§ 896

(1) Parents have a duty and right to care for the child's property, especially as the regular managers manage. The funds, which can be assumed that there needed to cover expenses associated with the property of the child, must dispose of safely.

(2) A legal action that relates to each part of the name of the child, parents act as his representative to the provisions of § 892, paragraph 3 shall apply mutatis mutandis.

(3) Should the parents responsibility to care for the child's property managers as full, replace the child from the harm caused jointly and severally.

§ 897

Unless the parents of the essential things in the care of the child's property, parents decide on a proposal from the court.

§ 898

(1) The legal action that relates to existing and future property of the child or individual components of wealth, parents need court approval, unless it is a routine matter or matters, although exceptional, but the minor asset.

- (2) The consent of the court is required, particularly to the legal acts to which the child
- a) acquire real thing or a part and which it treats,
  - b) the burden on property in whole or in part but not insignificant,
  - c) takes a gift, inheritance or reference not negligible assets, or such a gift, inheritance or refusing to link, or a gift or donation not represent a minor portion of its assets provided or
  - d) enters into a contract to re-bind the long-term performance, credit or similar agreement, or contract relating to housing, particularly rental.

(3) The legal parent meetings, which meet the required court approval, shall be disregarded.

#### § 899

What do parents get the child's use of the property, it becomes a child.

#### § 900

(1) Income from property of the child, the parents do not apply to properly manage its assets (profit), apply first to child nutrition. If necessary, the parents can then use the remaining income from the property of the child as his own contribution to the maintenance of parents and siblings of a minor child nutrition as a child living in the family home unless necessary for important reasons to keep the child for a period after the acquisition incapacitation.

(2) The assets of the child, parents can use with the approval of the court to feed their own siblings and the child only if, without fault of people who have a duty to maintain the child was a significant disparity between child ratios and proportions of obligors.

#### § 901

(1) The obligation and right of parents to care for the child's property expires on declaration of bankruptcy assets of parents. If the other parent, who could take care of the child's property, the court appoints a guardian of its own motion for managing the child's property.

(2) After the expiration of three years from the cancellation of bankruptcy upon the motion of a parent or guardian for the child's property management restriction of parental responsibility to cancel, unless the restoration obligations and rights of parents to care for the child's property was contrary to the interests of the child.

#### § 902

(1) When a child comes into full incapacitation, his parents hand over the assets they manage, particularly his forward part of its assets or transferred them to manage their accounts and submit the child trusts without undue delay and no later than six months from the date of child came into full incapacitation. Statement is not required if the child is sought.

(2) If the parents were created to manage the child's property or in connection with costs, may require their replacement.

#### § 903

(1) If the property management very difficult, especially for the vastness and diversity of property file, and parents manage assets properly exercised, may, after casting his fortune managed child to request a reasonable fee, if it can yield a fortune.

(2) If during the duration of trusts obvious from the circumstances that the management is very difficult, and her parents perform properly, the court admits them to design a reasonable annual or otherwise designated time fee for managing assets.

#### § 904

Transmission and receipt of assets does not affect the parents' responsibility for managing the child's property.

#### § 905

(1) The court's own motion appoint a guardian to manage property of the child if the child's interests may be threatened, especially if the joint property rights of parents and the child or the child and his siblings. The extent of the obligations and rights of a guardian for the child trusts the parents are in their duties and rights in relation to the child's property limitations.

(2) The rights and obligations of a guardian to manage property of the child, who was appointed in addition to parents, shall apply mutatis mutandis the provisions of the Trustees, which manages assets poručence or a guardian, who manages the assets of the ward.

#### The exercise of parental responsibility after divorce

#### § 906

(1) To be decided by the child's parents divorce, the court first determines how each of the parents of future child care, taking into account the interest of the child with the view from the consent

of the parents should deviate only requires if the interest of the child. Court takes into account not only the child's relationship with each parent, but also its relationship to siblings, or grandparents also.

(2) The court may also decide to approve the agreement of parents, unless it is clear that an agreed way of parental responsibility is not in accordance with the interests of the child.

#### § 907

(1) The court may place the child in the care of one parent, or to alternate care, or joint custody, the court may also entrust the child to the care of persons other than parents, if necessary in the interest of the child. If the child be entrusted to joint custody, it is necessary that parents agree with it.

(2) In determining custody the Court decides that the decision was consistent with the child. The Court takes into account the child's personality, especially his talents and abilities in relation to development opportunities and life circumstances of the parents, as well as emotional orientation and background of the child and the educational ability of each parent, the actual and the expected stability of the educational environment in which the child is henceforth to live, the child's emotional ties to his siblings, grandparents or other relatives and unrelated persons. Tribunal shall always consider that the parents have the child properly cared for and well looked after his emotional, intellectual and moral education, as well as that with which parent the child has better conditions for successful development.

(3) The court in determining child custody also ensures the right of the child in the care of both parents and maintaining regular contact with them, the right of the other parent, whose child is entrusted to receive information about the child, then the court takes into account also the ability of parents to agree on custody of the child with the other parent.

#### § 908

##### Performance obligations and rights of parents who live apart

They do not live together if the parents of a minor child who is not fully enjoys the full rights and unless the adjustment of care for such child, decide on its own motion the court. In other respects the provisions of § 906 and 907 apply *mutatis mutandis*.

#### § 909

##### Special Provisions

A change in circumstances, the court reverses the decision regarding the performance of obligations and rights arising from the parental responsibility of its own motion.

#### Subsection 4

#### Maintenance obligations

#### § 910

- (1) Ancestors and descendants have a reciprocal duty to maintain.
- (2) Maintenance obligations of parents towards child maintenance prevents grandparents and other ancestors to the child.
- (3) distant relatives have a duty to maintain not only to fulfill her closer relatives.
- (4) Except where the ratio of parent and child maintenance obligation prevents maintenance descendants of ancestors.

#### § 911

Alimony may be granted if permission is not able to feed itself.

#### § 912

Minor child who is not fully enjoys the full rights is entitled to maintenance even has its own property, but income from the property along with earned income is not sufficient to nutrition.

#### § 913

- (1) To determine the extent of the maintenance needs of the relevant legal and justified his property, as well as the skills, capabilities and financial status of the debtor.
- (2) In assessing abilities, possibilities and property situation is mandatory should also consider whether the compulsory surrender without good cause favorable employment or employment or benefit of property or property that is not taking undue risks. It should also be taken into account the

fact that the compulsory care of an authorized person and the extent to which they do so, or be taken into account also the care of a family household.

#### § 914

If more persons liable to the same authority to the position corresponding to the scope of maintenance responsibilities of each of its ratio of assets, capabilities and opportunities for wealth, skills and abilities of others.

#### Nourishing between parents and children, ancestors and descendants

#### § 915

(1) The standard of living of the child shall be substantially identical with living parents. This point precedes the point of view justified needs of the child.

(2) The child is required to ensure good nutrition to their parents.

#### § 916

Unless it is proven in the management of maintenance to the child or parent of another ancestor maintenance of a minor child who was not in incapacitation, mandatory nutrition soudu person properly submitting all your income documents and other materials for the evaluation of assets and not allow the court to find no other facts needed to decide the disclosure of data protected under other legislation, the average monthly income of the person making the subsistence minimum pětadvacetinásobek individual under other legislation.

#### § 917

If the court decides on maintenance obligations to the child's parent or ancestor of maintenance for a minor child who was not in incapacitation, and property circumstances of persons admitted to the mandatory nutrition, can be justified by the needs of the child and consider the creation of savings exclude the special circumstances of the case ; provided nutritious becomes the property of the child. The administration provided the following amounts to the general rules for the child's property.

#### § 918



The maintenance proceedings of parent to child, in cases deserving special consideration by the court to osobě nutrition required to deposit an advance payment of maintenance payable in the future, provided nutritious property passes to the child gradually to the individual days of the due maintenance. The deposit is treated as property of the debtor.

#### § 919

They do not live together if the parents of a minor child who was not in incapacitation, and unless the performance of the obligation to maintain the child, or if the parents are living such a child together, but one of them to the child maintenance obligation is fulfilled, the court under § 915 to 918th This is true even if the court decides on the care of a minor child who was not in incapacitation, if the parents agree on the performance of maintenance to the child.

#### § 920

Nutritional and ensure payment of certain expenses unmarried mother

(1) If the child's mother married the father of the child, the child's father give her food for two years since the birth of her child and contribute to the extent appropriate, the costs associated with pregnancy and childbirth. The obligation to pay costs associated with pregnancy and childbirth arises a man whose paternity is likely even if the child is born alive.

(2) The court may, on application to save a pregnant woman to a man whose paternity is likely to amount required for the maintenance and contribution to the costs associated with pregnancy and childbirth are given in advance.

(3) The court may also, on a proposal to save a pregnant woman to a man whose paternity is likely to provide in advance the amount required to cover maintenance for the child, after which the woman belonged to a worker under another law maternity leave.

Common provisions on maintenance

#### § 921

Nutritional be implemented in regular doses and is always payable one month in advance, unless the court decided otherwise or a person agreed with the nutrition required by the person authorized otherwise.

## § 922

(1) Maintenance may be awarded only after the start of legal proceedings; for maintenance for children and for a maximum period of three years back from that date.

(2) Maintenance for the unmarried mother and the costs associated with pregnancy and childbirth may be granted back, but no longer than two years from the date of birth.

## § 923

(1) a change in circumstances, the court may amend the Agreement and maintenance decisions for a minor child who was not in incapacitation.

(2) If there is a cancellation or reduction of maintenance for the last time for a minor child who was not in incapacitation, consumed nutritious is not refundable. Is returned or maintenance dose, which was to meet a child for a month in advance, but the child died before the end of the month.

## Section 4

### Special measures for child care

#### Preventive, educational and penalties

## § 924

If he becomes a situation of lack of care regardless of whether or not the person who is entitled to seek them out, or if the life of the child's normal development or other important interests seriously endangered or where disturbed, the court shall adjust the child's pre-conditions for a necessary period of time; court decision does not interfere if the child is not properly represented.

## § 925

(1) If required by the interest in the proper upbringing of the child, and failing that the social-legal protection of children, the court may

a) adequately warn the child, parents, the person in whose care the child has been entrusted, or the one who interferes with the proper care of a child,

- b) provide supervision over the child and carry it with the cooperation of schools, social and legal protection of children, or other institutions and individuals that operate mainly in the home or workplace of the child, or
- c) the child or parents impose restrictions that prevent its harmful effects on education, particularly the prohibition of certain activities.

(2) The court shall monitor compliance as educational measures decided on, and evaluate its effectiveness, usually in conjunction with the social-legal protection of children, or others.

#### § 926

Responsibility to care for children and their protection or the care of his assets to a court decision a person other than parents, and parent and that person can not agree on the exercise of care, decide on the proposal of one of the court.

### Section 5

#### Relations between the child and other relatives and others

#### § 927

The right to associate with a child, persons related to the child, whether closely or remotely, and those socially close to the child if the child they have an emotional relationship that is only temporary, and if it is clear that lack of contact with these people for child meant harm. Also, the child has the right to associate with these people unless they agree to contact.

### TITLE III

#### Guardianship and other forms of childcare

#### Part 1

#### Wardship

#### § 928

(1) If there is no parent who has a child to exercise their parental responsibility in its entirety, the court appoints a guardian child.

(2) The trustee has to the child principle, of all obligations and rights as a parent, but not to the child maintenance obligations. With regard to the person or guardian of the child ratios, as well as with regard to the reason parents do not have all the obligations and rights may exceptionally be a range of obligations and rights of a guardian otherwise defined.

#### § 929

If a situation arises referred to in § 928, paragraph 1, the guardianship authority for social and legal protection as a public trustee, and until the court appoints a guardian or the child until the trustee takes up the function.

#### § 930

(1) The court appointed guardian, the child immediately after it detects that it is a child, who must appoint a guardian.

(2) If the trustee dies, loses the ability or the ability to exercise guardianship, or is relieved of his duties or dismissed from office and the other person has not yet been appointed to the position of trustee, the provisions of § 929 by analogy.

(3) The court shall as soon as a situation referred to in § 928, or paragraph 1, determines whether there is a suitable person who could perform guardianship. If they do not find such a person, appointed by the court to the position of trustee body of social and legal protection of children.

#### § 931

(1) If it is not contrary to the interests of the child, the guardian appointed by the court, who suggested parents, unless that person refuses to guardianship. Otherwise, the court appoints a guardian of a person or close relatives of the child or his family, parent unless that person expressly excluded. If such a person, the court appoints a guardian of another suitable person.

(2) An individual appointed by the court, the appointment of his guardian refuse. The court will appoint another person.

## § 932

(1) appoint a guardian can only fully Every competent person who has a way of life ensures that the trustee is able to function properly perform. Before her appointment as guardian, the court finds that the appointment is not contrary to the interests of the child.

(2) The functions of guardian, the court may also appoint two persons, they are usually married.

## § 933

(1) The trustee is responsible for the proper performance of its functions and subject to constant surveillance court.

(2) The trustee takes over the appointment of its functions.

(3) Within ninety days after his appointment, submit an inventory of assets trustee soudu child, the court may this period be extended at the request of a guardian, but not later than sixty days.

## § 934

(1) Any decision of the guardian rather than routine matters concerning the child must be approved by the court. The legal guardian meetings, which meet the required court approval, shall be disregarded.

(2) The trustee gives soudu regularly report on the individual child and its development and management of accounts by his fortune, at least once a year, if the court determines a shorter period. The court may relieve the trustee obligation to submit a detailed statement spravovaného wealth does not exceed the likely costs yields of assets to preserve property and to education and child nutrition.

## § 935

(1) guardianship shall cease to take at least one parent poručence parental responsibility, or acquires the power to do. Guardianship also terminates when the child becomes incapacitation, or if it is acquired.

(2) upon his death Trusteeship function of guardian, or court decision on the discharge of his duties a guardian, trustee or on appeal.

§ 936

Soud relieve trustee functions, if requested to important reasons, or if it becomes a person who performed the function of guardian, the performance of the guardian ineligible.

§ 937

(1) The court shall recall guardian who violates their guardian duties.

(2) The court shall consider the appeal guardian if it finds the reasons for that is not appropriate for the trustee continues to carry out its function.

§ 938

(1) After the end of the performance of the trustee shall refer the person who performed the function, without undue delay and no later than six months, court everything he had because of their function together, and submitted his final report on the exercise the trusteeship functions, including its final account of the child trusts.

(2) the death of a person who served as guardian, his heir shall refer the tribunal any, he had died at each other because of the performance of his trusteeship function. If the heirs have the duty to everyone who has access to what the deceased was due to the performance of his trusteeship functions together.

§ 939

If the guardian is a person who personally cares for the child as if he was a child entrusted to the care of permanently, it has the physical security as foster parents.

§ 940

If the guardian caring for a child in person along with her husband, the provisions of the proportion of parents and his spouse to the child accordingly.

## § 941

(1) If the guardian is a person who personally cares for the child, and care for the child's property is very difficult, especially for the vastness and diversity of property file, the trustee may propose that the court appointed to manage the child's property guardian, the proposal is part of an inventory of assets child on the date of proposal.

(2) If the court appoints a guardian pursuant to paragraph 1, while defining the mutual rights and duties of the guardian and custodian.

## § 942

Unless a guardian appointed to manage assets, the provisions relating to a guardian for property management by analogy to the guardian who cares for the child's property, unless the provisions relating to the trustee provides otherwise.

## Part 2

### Child Custody

#### Section 1

#### Guardian

## § 943

Court shall be appointed guardian child if there is a conflict of interests of the child on one side and another person on the other hand, defend the legal representative of the interests of the child enough, or if it is in the interests of the child's need for another reason, or if so stipulated by law. Appointed guardian has the right to initiate proceedings whenever it is for the interest of the child's need for a court or other public authority in the matter of the child's mind.

## § 944

For guardianship, the guardian and ward, the provisions of the guardianship, guardian and poručenci appropriately.

#### § 945

The decision to appoint a guardian court is to set in particular, why the guardian is appointed, whether and how the limited time frame during which the function to perform, what are his rights and obligations, including in relation to others, whether one needs to conduct a legal agreement court whether and how to report to the court whether entitled to a refund of all or some of the costs and the right to remuneration.

#### § 946

Before proceeding a guardian on behalf of the child to a legal action for the implementation of which was named, finds the opinion of the parents or guardian, if possible, the child's opinion and, where appropriate, also the opinion of others.

#### § 947

Guardian who was appointed only to a certain rule of conduct, the court relieved of his duties even if takes longer needed, which led to his appointment.

### Section 2

#### Guardian for the child's property management

#### § 948

The decision to appoint a guardian to manage property should define the scope of assets that will be the guardian to manage; also usually determines how the individual parts to dispose of assets, or what the treatment he prohibited.

#### § 949

Guardian to manage property shall proceed in the exercise of their functions with due care and not to take excessive risks.



## § 950

(1) guardian for property management is responsible for the proper performance of its functions subject to the court and his constant supervision.

(2) For all acts guardian to manage property, the provisions on how parents manage the child's property perform similarly; court determines, if it considers it necessary that all acts guardian to manage property must be approved by the court.

(3) The guardian to manage property before the Court regularly reports and accounts of trusts, always for a period to be court sets, this time may be longer than one year.

## § 951

(1) guardian for property management has the right to deduct from the proceeds of property of the child the necessary costs associated with the management of property of the child. If proceeds are insufficient, the court may decide that the costs will be covered by assets.

(2) A guardian to manage property is entitled to reasonable remuneration from the proceeds of property of the child; paragraph 1 shall apply mutatis mutandis. The amount of remuneration and the period for which compensation is to be guardian to manage property established, the court shall determine the nature of the yield property of the child. The provisions of § 903, paragraph 2 shall apply mutatis mutandis.

## § 952

Termination of the guardianship for managing assets, the obligations of those who served as guardian of § 938 paragraph 1, mutatis mutandis. He died the guardian shall apply mutatis mutandis the provisions of § 938 paragraph 2

## Part 3

Child custody and foster care of another person

### Section 1

Custody of another person

#### § 953

(1) If he can not personally care for a child of any parent or guardian, the court may place the child in personal care for another person (hereinafter referred to as "caregiver"). The decision on custody shall be consistent with the interests of the child.

(2) placing the child in personal care substitute caregivers foster care, or care předpěstounskou care, which must precede the adoption. Takes precedence over the care of a child in institutional care.

#### § 954

(1) Caregivers must guarantee the proper care, have a residence in the Czech Republic and accept the child in the conferring of personal care.

(2) has taken the personal care of a child or relative of a person close to the child, gives her court over another person, unless it is consistent with the interests of the child.

#### § 955

Duties and rights of carers court shall determine, otherwise shall apply mutatis mutandis the provisions of foster care.

#### § 956

(1) The court determined the extent of maintenance to parents with regard to their capabilities, abilities and financial circumstances and the obligation to pay alimony to the attention of caregivers.

(2) Care has the right to enforce maintenance payments provided to parents to a child who has the care and the right to alimony for the child to manage the interests of the child according to his needs and in accordance with its interests. The court may farming with nourishing the child to adjust, especially to determine what portion will be allocated to consumption and how much will be saving a child.

#### § 957

If it is impossible for parents or other relatives to save the child maintenance obligation, the provisions of § 953 to 956 shall not apply.

## Section 2

### Fostering

#### § 958

(1) If he can not personally care for a child of any parent or guardian, the court may place the child in personal care guardians.

(2) Foster care takes precedence over the care of children in institutional care.

(3) The court may place the child in foster care on a temporary basis. Details of the other law.

#### § 959

(1) The foster care, the court may decide the time it takes impediment to the parents in private child care.

(2) A parent may request the child back to his personal care. The court shall be granted when it is consistent with the interests of the child.

#### § 960

(1) Parents have a duty to the child and the rights arising from parental responsibility, except for the rights and obligations prescribed by law for foster parents unless the court for reasons worthy of special consideration, decides otherwise.

(2) Parents have a right to the child personally and regularly associate and the right to information about the child unless the court for reasons worthy of special consideration, decides otherwise.

#### § 961

(1) placing a child in foster care does not affect the duration of the maintenance obligations of parents to the child. The court determined the extent of maintenance to parents with regard to their capabilities, abilities and financial circumstances and justified needs of the child.

(2) belongs to the child allowance to cover its needs in accordance with another law, the rights of the child to the state. If more nutritious than this post, unlike the child belongs. The court decides on the payment method and nutrient management.

#### § 962

(1) Who is to become a foster parent, must guarantee the proper care, have a residence in the Czech Republic and must match the conferring of a child in foster care.

(2) has taken the personal care of a child or relative of a person close to the child, gives her court over another person, unless it is consistent with the interests of the child.

#### § 963

The court may delegate to those interested in child care, foster care to předpěstounské, its length determined taking into account the circumstances of the case. Over the course of care and the success předpěstounské supervises.

#### § 964

(1) A child may be entrusted to a common joint foster care foster parents if they are married.

(2) The court which decides on divorce, foster common, this marriage not divorce until they have adjusted the duties and rights of foster parents after the divorce. Divorce spouses joint foster care expires.

(3) If the death of one of the common foster parents, child remains in foster care for a surviving spouse.

#### § 965

(1) With the consent of other spouse's child may be entrusted to foster care, only one spouse.

(2) consent of the other spouse to the child in foster care is not necessary if the other spouse is not fully Every competent or if the action associated with his consent overridden difficult obstacle.

(3) The personal care of a child in foster care are involved husband and guardian, if living in family households.

#### § 966

(1) foster-father is entitled and obliged to personally care for the child.

(2) foster-father in the upbringing of the child adequately perform the duties and rights of parents. It is required and authorized to make decisions only on routine matters of the child, the child in these matters represent and manage its assets. It has a duty to inform parents about the child's substantive issues. However, if circumstances so require, down additional responsibilities and rights of foster court.

(3) Paragraphs 1 and 2 shall apply mutatis mutandis to those interested in foster care, which the child was entrusted to the care předpěstounské.

#### § 967

Foster parent has an obligation to maintain, develop and deepen the solidarity of the child with his parents, other relatives and persons close to the child. He has an obligation to allow contact of parents with a child in foster care, unless the court provides otherwise.

#### § 968

A child with foster care helps, according to their capabilities and skills in pěstounově household if their own income, and contributes to cover the common needs of the family.

#### § 969

If a material change in circumstances or there is disagreement between parents and foster parent in substantial matters concerning the child, the child, parent or legal guardian to request the court amendment to the rights and obligations, cancellation of foster care, or other decision.

## § 970

Foster care expires at the latest, if a child comes into full incapacitation, or the age of majority.

## Part 4

### Constitutional Education

## § 971

(1) If the child's education or physical, intellectual or mental condition, or its orderly development seriously threatened or disturbed to the extent that it is contrary to the interests of the child, or if there are serious reasons for which the child's parents unable to secure his education, as the court may also order the measures necessary institutional care. It does so particularly when previously taken corrective measures have not led. The Court always considers that it is not preferable to place the child in the care of individuals.

(2) In the event that parents can not provide serious reasons to raise children on a temporary basis, the court entrusts a child to a facility for children in need of immediate assistance for a period not exceeding six months.

(3) Inadequate housing conditions or financial circumstances the child's parents or persons to whom the child was entrusted to the care, they can not themselves be grounds for a court decision on institutional care, if they are otherwise eligible parents to ensure proper upbringing of the child and the fulfillment of other obligations arising from their parental responsibility.

(4) the court decision ordering the institutional care, identify the equipment in which the child should be placed. Bearing in mind the interests of the child and the expression of the social-legal protection of children. The court shall ensure the placement of the child as close to home parents or other persons close to the child. This applies even if the court decides to transfer the child to another facility for institutional or protective care.

## § 972

(1) Constitutional Education may prescribe a maximum period of three years. Institutional care can be before three years of her extended if, for reasons of institutional care still persist. Duration of institutional care can be extended repeatedly, but always for a maximum period of three years. During

a court decision on the revocation or extension of institutional care, the child remains in institutional care, even though time had elapsed before a court set.

(2) If the reasons for which the institutional education ordered or if it is possible to ensure the child other than institutional care, the court shall revoke institutional care as well as the case may be decided on who will henceforth be entrusted to the care of a child.

(3) Constitutional Education terminated by a court decision on adoption. It was decided to custody future adopters according to § 823 or 829, institutional care is interrupted.

### § 973

It was decided by the court under § 971, the court must at least once every six months to examine whether there are grounds for the enactment of this measure or that it is not possible to provide child foster care. For this purpose, especially

- a) will require the competent authority report to the social and legal protection of children,
- b) to procure a child's expression of opinion, if the child is able to create and tell him, after being court with regard to his age and intellectual maturity, properly instruct and
- c) invite the child's parents to express their views.

### § 974

For important reasons, the court may extend to institutional care for one year after reaching age of majority.

### § 975

If the court decides on the placement of a child in institutional or protective care, adjust the scope of maintenance responsibilities of parents.

## PART THREE ABSOLUTE PROPERTY RIGHTS

### TITLE I

## GENERAL PROVISIONS

### § 976

Absolute property rights in relation to any act, unless otherwise by law.

### § 977

Only the law stipulates that property rights are absolute.

### § 978

The provisions of this agreement may be waived with effect against third persons only if permitted by law.

## TITLE II

### Real rights

#### Part 1

#### General Provisions

### § 979

The provisions of this Title shall apply to the tangible and intangible things, the rights but only to the extent, if permitted by their nature and does not follow the law of something else.

### § 980

(1) If a public list of registered right to the point, ignorance is no excuse for anyone registered data. If this is provided by law shall be entered into the public list of rights in rem in addition to the right of use or consumption, as well as limiting the scope or manner of use or usufruct ownership.



(2) Where the right to the point recorded in the public register shall be deemed to have been written in line with the actual situation. If there was a right to a public list of things cleared, it is considered that there is.

#### § 981

If a public list of registered property right of another person's property has priority over the substantive law that is not apparent from the public list.

#### § 982

(1) In order for property rights to property decides the time the application for registration of the right. The right, recorded on the basis of proposals submitted at the same time have the same order.

(2) An owner of the property right to own things, before this law may dedicate to the public list and write preference to any other right, if a reservation to the public list of registered only after the establishment of substantive law, requires the consent of the person whose law should be affected. The registration rights, which it was reserved for a better order, the consent of the person whose right is subject to the limitations, unless to be right, which shows better retention order entered in the public list to a greater extent than it follows from the reservation.

#### § 983

(1) If a public list of registered pre-emptive right to establish the substantive rights of any other person, and if not, within one year of the entry of an application for registration of rights, which the prior right is concerned, the owner may obtain the cancellation of preferential rights. If the outcome of one who has a prior right, before the expiry of an action for conversion or other establishment of a right in rem, period begins to run from the conclusion of the proceedings, the dismissal of the action will, however, the preferential right deleted at the request of the owner at the time of the decision.

(2) If a public list of registered prior rights as conditional or accompanied by time period begins to run under paragraph 1, the date when the preferential right to become enforceable.

#### § 984

(1) If the condition written in the public list in accordance with the actual legal status, written evidence in favor of the status of the person who acquired the right material for a fee in good faith from a person authorized to do so by the registered state. Good faith is assessed to the time when the practice was legal, but if there is substantive right to public entry in the list, then the time of application for registration.

(2) For the necessary path výměnek and property right arising from the law without regard to the status of entries in the public list, the first sentence of paragraph 1 shall not apply.

#### § 985

If the state enrolled in the public list in accordance with the actual legal position may be the person whose property right is affected, seek the removal of non-compliance, if he proves that it exercised its right, write it at the request of the public list. The judgment given on the right in rem against any act which the law was written in the public list after the person applied for registration.

#### § 986

(1) Who claims to be without prejudice to his right in writing made in a public list without legal reason in favor of another, you may seek the cancellation of such registration and ask that this be noted in the public list. The body, which leads a public list, deletes controversial note the registration if the applicant can demonstrate, or within two months of receipt of the request that his right has been exercised in court.

(2) asked if the applicant for registration of mootness stigmatization within one month from the date of registration is learned, has the right to anyone who denied enrollment or who testifies under it reached on addition, at the end of that period, but only against the , who ascended to write without being in good faith.

(3) Unless the applicant for registration of foreign law properly notified, the period referred to in paragraph 2 to three years period begins to run from the day he was denied entry is made.

#### Part 2

#### Tenure

#### § 987

Holder is the one who exercises the right for himself.

#### § 988

(1) hold, the law, the legal actions that can be transferred to another, which allows continuous or repeated performance.

(2) Personal Law is not subject to tenure or prescription. But who honestly performs personal right, is entitled to his alleged right to pursue and defend.

#### § 989

(1) The right of ownership held by the one who took things that had it as an owner.

(2) any other right held by one who started out as a person to whom such right is entitled under the Act, and other persons who comply with it full.

#### Acquisition of tenure

#### § 990

(1) tenure may be acquired directly by the holder of it takes its power. Immediately take possession of the extent to which it actually took holder.

(2) may take possession derived by prior holders converted their holdings to a new holder, or by the new holder takes possession as the legal successor of the current holder. Derivation is acquired tenure in the extent to which it had the previous holder and in which it transferred to a new holder.

#### § 991

#### Regular tenure

Tenure is proper if it is based on a valid legal reason. Who will take possession immediately, without abolishing foreign possession, or who will take possession of the previous holder or on the statement by a public authority is the proper holder.

#### Fair tenure

#### § 992

(1) Who is the compelling reason for the fact that it has the right to exercise, the holder of the fair. Dishonestly keeps someone who knows or who should be apparent from the circumstances that exercises the right, belonging to someone else.

(2) dishonesty representative on the acquisition or possession in the exercise of agent tenure is unfair. This does not apply if represented by the special order with respect to that held by representatives ordered the possession or assumed to be performed.

(3) belongs honest holder the same rights as holders of ordinary.

### § 993

#### Possession

Unless it is proved that someone is sneaking in the possession of arbitrary or that it crept in secretly or by stealth, or that anyone seeking permanent right turn into what he was only allowed to obtain for, it is a right of possession.

### § 994

It is understood that tenure is a good, honest and true.

### § 995

It upheld the action contesting the possession or her honesty, it is unfair for honest holder no later than when it was delivered to the action. Chance, in which case the owner was not managed, it comes against the holder only if the dispute arbitrarily detained.

#### Tenure of property rights

### § 996

(1) Honest holder may, within a matter of law to hold and enjoy it, even her and destroy her, or otherwise dispose of it and is not accountable to anybody.

(2) hold honest fruits belong to all things, once you separate. It also already selected all the benefits that come for tenure.

#### § 997

(1) honest holder must pay the costs that have been ongoing for maintaining the substance of things needed and the costs incurred by efficiently and increasing the usefulness of the thing or its value. Compensation due to the amount present value, if that does not exceed the actual cost.

(2) Usually the maintenance costs are not reimbursed.

#### § 998

The costs made by the holder of honest preferences for decoration or to pay just as much about how to increase the market value of things, the former holder may to your advantage to remove everything that can be separated from the case without compromising its essence.

#### § 999

Even honest holder can not demand that he be reimbursed the cost, for which a transferred matter.

#### § 1000

Dishonest holder shall make any profit, which came into possession, and replace the one that would get short person and all damages that resulted from his tenure.

#### § 1001

Make the necessary dishonest holder expenses, which were needed to maintain the essence of things belonging to him to replace them. As for other costs shall apply mutatis mutandis to unattached directors.

#### § 1002

Holdings of other rights

For holders of other rights applies § 996 to 1001 as appropriate.

#### Protection of tenure

##### § 1003

No one is entitled to possession of arbitrary disturbed. Who was disturbed in possession may claim that the violator refrain from interference, and everything said in a previous state.

##### § 1004

(1) If the holder of the threatened execution of a project held by real estate property or where it is for this reason to fear the consequences specified in § 1013 and fails if it is against the builder through law may be threatened by the holder to claim the prohibition on the building. Ban the holder can not claim if the administrative proceedings to which the party has not exercised its objections to the application of such structures, although could have done so.

(2) Until a decision on the matter, the court may prohibit the construction is carried out. But if there is a direct danger, or if the defendant give reasonable assurance that the matter stated in the previous state and damages the plaintiff but for sure not the consequences of their ban, the court decided otherwise, that are still in continued execution of the project unless the circumstances of the case warrant a ban .

##### § 1005

In case of removal of construction § 1004 applies mutatis mutandis.

#### Retention of possession

##### § 1006

The holder may be svémocnému resist interference and the things that was taken from him, the offense again rušebním authorize the same time does not exceed the limits of necessary defense.

##### § 1007

(1) If the holder holding expelled, may seek to vypuditeli to refrain from further expulsion and to restore the original state. Against the application for protection of tenure could be argued that the plaintiff against the defendant obtained possession of false or that he was evicted holding.

(2) Expulsion of tenure rights occurs when the other party refuses to comply, as far met when someone prevents the exercise of rights or obligations already oblivious to refrain from any action.

#### § 1008

##### Limitation period

(1) The court shall reject the application for the protection or preservation of tenure, if the action is brought after the expiration of six weeks from the date on which the plaintiff became aware of their rights and the person who threatens or tenure canceled, but no later than one year from the date on which plaintiff could exercise their right the first time.

(2) The expulsion of opposition from holding court disregarded if it is the defendant invokes the time limits specified in paragraph 1

#### § 1009

##### Termination of tenure

(1) Holdings shall cease, abandon it if the holder of, or permanently lose the right to exercise contents that have not yet performed. Tenure also lapse if the holder of the expelled and not store it yourself or by legal action.

(2) If he does the holder of the tenure, the tenure shall not cease. Even the death of the holder or his demise does not cause extinction of tenure.

#### § 1010

##### Spoludržba

Spoludržba is governed by the provisions on the possession of adequate and common rights.

#### Part 3

##### Property

## Section 1

### The nature of property rights and its scope

#### Scope and content of property rights

##### § 1011

Everything that belongs to someone, all of its tangible and intangible things, is his property.

##### § 1012

The owner has the right to their property within the limits of law and any other person to dispose of it excluded. The owner is prohibited in excess of reasonable circumstances seriously interfere with the rights of other persons, and to perform such acts, whose main purpose is to harass another person or damage.

#### Restrictions on ownership

##### § 1013

(1) The owner shall refrain from everything that makes the waste water, smoke, dust, gas, odor, light, shadow, noise, vibrations and other similar effects (air pollution) trespassing on property of another owner (neighbor) to the extent excessive local circumstances and substantially restrict normal use of the land, it applies to animals entering. The direct air pollution lead to another land owner regardless of the extent of such impacts and the degree of neighbor harassment, unless it is based on a specific legal reason.

(2) If the air pollution due to operation of the plant, or similar device, which was officially approved, the neighbor has the right to just compensation for loss of money, even if the injury was caused by circumstances to which the official did not take into consideration. This does not apply if the implementation of traffic exceeds the extent to which it was officially approved.

##### § 1014

(1) When an alien on the property movable thing, it shall be the owner of the land without undue delay to its owner or the person who had it with him, otherwise he will enter his property and the case



and take a look. Likewise, the owner may be prosecuted for trespassing animal is kept or swarm of bees, flies, however, if a swarm of bees in the hive foreign occupied, owner acquires title to the hive swarm, without being obliged to spare.

(2) Does the thing, an animal, a swarm of bees or the exercise of rights under paragraph 1, land damage, land owner has the right to compensation.

#### § 1015

Caused when the movable property damage on private land, the land owner to hold it until it receives a security or other damages.

#### § 1016

(1) Fruit fallen from trees and shrubs on neighboring land belongs to the owner of neighboring land. This does not apply if the neighboring site of a public good.

(2) fails if the owner within a reasonable time after being asked by a neighbor, the neighbor may sound manner and at the appropriate time of year to remove the roots or branches of the tree over on his land if he has a difficulty, or other damage in excess of interest preserving the pristine tree. He also belongs, as removed from the roots and branches of sources.

(3) Parts of other plants on the adjacent property in excess of the neighbor-friendly way to remove without further restrictions.

#### § 1017

(1) If a land owner for reasonable cause, may require the neighbor to refrain from planting trees in close proximity to common boundaries, and if it is planted or left to grow is to be removed. Unless other legislation or does not follow the local custom of something else, pay for the trees usually growing more than 3 m height as the permissible distance from the common land boundary 3 mA for the other trees of 1.5 m

(2) The provisions of paragraph 1 shall not apply if the land adjacent to forest or orchard trees are to rozhradu or if a tree specially protected under other legislation.

#### § 1018

Land must not be modified to neighboring land lost due support, shall be made unless other satisfactory mounting.

#### § 1019

(1) A landowner has the right to require modified construction of a neighbor on the adjacent land so that the building did not fall barking water or snow or ice on his land. If, however, runs the land naturally elevated land from water, especially if it comes or from rain or thaw, a neighbor can not require that the owner of this land their land modified.

(2) If the land lying below the required water supply, the neighbor of the owner of land situated above require that runoff does not restrict the extent to which the water he needs.

#### § 1020

If the land owner for reasonable cause, may require the neighbor to refrain from setting buildings on neighboring land near the common boundary.

#### § 1021

Owner to enter his neighbor's property at the time, extent and manner that are necessary for the maintenance of land adjacent to or loss on it, can not achieve this purpose, otherwise the neighbor but the owner will replace the damage caused by land.

#### § 1022

(1) If he can not build or demolish the building, or can not be repaired or restored except by using the adjacent land owner has the right to request a neighbor to reasonable compensation for suffered what is needed for these works.

(2) Applications can not be accepted where it exceeds a neighbor's interest in the enjoyment of land to carry out the work.

#### § 1023

(1) A landowner must accept the use of space over land or under the land, if an important reason for this happening and if in such a way that the owner can not have good reason to oppose it.

(2) The use of such foreign space no one can derive the law, which could rely on someone because of apostasy, which entitled to use, but if in consequence of such use created an officially approved facility, the owner may claim damages.

#### Rozhrady

#### § 1024

(1) It is understood that fences, walls, boundaries, ditches and other similar natural or artificial rozhrady between adjacent lands are common.

(2) common wall, each taking on their side until the middle of its thickness and to establish in the niches where they are on the other side. But it must not do anything that will jeopardize the wall or what a neighbor interferes with the use of its parts.

#### § 1025

Where are rozhrady double or where ownership is divided, each maintaining his own expense, what is his.

#### § 1026

The owner is not obliged to rebuild the dilapidated wall, fence or other rozhradu restored but has to be kept in good condition if there is a consequence of damage to the neighbor's shame. However, if such a breach rozhrady that threatens the boundary between land becomes noticeable, each neighbor has the right to request the correction or restoration rozhrady.

#### § 1027

On a proposal from a neighbor after finding and opinion of the planning authority, the court may impose landowner duty to fence the site, if necessary to ensure uninterrupted performance of the neighbor's property rights and when it does not purposeful use of other lands.

§ 1028

If the invisible boundary between land or doubtful, each neighbor has the right to require the court to determine the latest peaceful tenure. If you can not be ascertained, the court boundary by a decent choice.

The necessary road

§ 1029

(1) The owner of immovable property on which you can not properly manage or otherwise use it properly because it is not sufficiently connected to the public way, may request that his neighbor allowed as a substitute for the necessary path through your site.

(2) An essential way, the court may allow in the range that corresponds to the need for real estate property owner to use it properly with the lowest possible cost, even as servitude. At the same time care must be taken that the neighbor was setting up the necessary paths or using the least bothered by the plot and the least affected. It must be separately considered, if the applicant authorize the establishment of new routes.

§ 1030

(1) With due consideration is a necessary way of atonement and injury if not already covered by payment. If permitted by the foreign private shared use paths, remuneration shall include the increased cost of maintenance.

(2) The owner of immovable property in whose favor was necessary path is enabled, provide reasonable assurance of any damage caused to the affected land, this does not apply if it is clear that the visible damage to the affected land does not arise.

(3) Implementation of paragraphs 1 and 2, it is primarily the landowner of the permit necessary paths, if not also be without prejudice to property right of another person to the affected land to provide those services within a reasonable range and her. Another person, whom he was to set up the intangible assets other right, entitled to compensation for injury suffered against the owner of the land, it must be taken into consideration in the determination under paragraph 1

§ 1031

If it was allowed to set up on the said land is necessary as an artificial way, it shall establish and maintain the person in whose behalf it was allowed.

#### § 1032

(1) The court shall not authorize the necessary path

- a) If the damage exceeds the neighbor's property so obviously necessary edge path
- b) caused to the lack of access due to gross negligence or intentionally, the person who asks a necessary trip or
- c) asks if the only way necessary for convenient connections.

(2) Not necessary to enable a closed path through space in order to make it to the foreign person did not have access to or through the site where the public interest in preventing such a way to set up.

#### § 1033

(1) surrounds the immovable thing in the absence of several adjacent parcels shall be permitted only necessary journey through one of them. In doing so, consider, through which the land is the most natural approach in the present consideration of the circumstances set out in § 1029 paragraph 2

(2) loses the immovable thing conjunction with a public way so that the land was divided, it can only apply for the necessary travel of a person who participated in the division. In this case, the necessary route permit without payment.

#### § 1034

When removal of the cause for which was granted the necessary way, without the legitimate side of some other cause for maintaining the path, upon the motion of the owner of the land necessary trip is canceled.

#### § 1035

(1) Upon termination rights necessary paths remuneration does not return, made with certainty, however nicely.

(2) If payment for the necessary travel payable in installments or in repeated doses, terminates the obligation to pay installments or benefits that the extinction law are due to the necessary paths.

#### § 1036

When you need to set up an artificial path as necessary, the owner of the land, require the applicant took ownership of the land needed for the necessary path. Then the price is determined not only with respect to the price of ceded land, but also with regard to the depreciation of the remaining property of the owner.

#### Expropriation and restrictions of property rights

#### § 1037

In a state of emergency or urgent public interest may be the time necessary and to the extent necessary to use the owner's thing, if the purpose can not be achieved otherwise.

#### § 1038

In the public interest which can not be met otherwise, and without law can restrict the ownership or expropriate thing.

#### § 1039

(1) The limitation of property rights or things belonging to the owner of expropriation full compensation corresponding to the extent that his property was affected by these measures.

(2) Compensation shall be provided in cash. However it may provide another way, if the Parties ujednají.

#### Protection of property rights

#### § 1040

(1) Whoever wrongfully restrains thing, the owner may be sued to be released.

(2) Sue the issue of things not one thing in his own name who the purchaser disposed of without being its owner, and then to her right to property acquired, acquiring ownership of the transferor to the transferee becomes the owner of things.

#### § 1041

(1) Whoever claims that the matter was issued, it shall describe such characters, which distinguishes from other things of that kind.

(2) Issue of movable property that can not be recognized under paragraph 1, particularly if the money or securities in bearer mixed with other things of that kind may be sought only possible if the circumstances playlist title to persons who law, the lack of good faith and the person to whom it is required of the asset.

#### § 1042

The owner can claim protection against anyone who wrongfully to his ownership affects or is canceled otherwise than by holding the matter.

#### Alleged protection of property rights

#### § 1043

(1) The one who came into possession of property rights fairly, properly and in the right way, are viewed as against the owner, who retains the matter or otherwise cancel it without having to have legal reason, or where a legal reason as well strong or weak.

(2) If someone gained the possession of title without charge and another for a consideration, it is free of charge for the acquisition of weaker legal ground.

#### § 1044

If someone has a thing for himself, without his evidence the presumption under § 1043, may exercise the right belonging to the owner to protect his own name.

Section 2

Acquisition of property rights

Subsection 1

Appropriation and finding

Appropriation

§ 1045

(1) The thing that does not belong to anyone, everyone can steal, if there are any other Act or law for the appropriation of things. Movable thing the owner had left because he wants to keep as his, not anyone.

(2) Abandoned thing seems immovable in state ownership.

§ 1046

(1) Wild animal is without a master, while living in freedom.

(2) The captured animal will become an animal without a master when it has a freedom and its owner is immediately and continuously prosecute or searches in an effort to capture them again. Such an animal but the animal does not happen without a master, it is labeled in such a way that can identify its owner.

§ 1047

(1) The Taming of the animal, which the owner does not manage and which did not itself to the owner within a reasonable time of return, although no one in that it does not, becomes an animal without a master, and allowed them to steal private land owner, the public goods then anyone. It is true that a reasonable time to return the animal to the owner of the period of six weeks.

(2) Paragraph 1 shall not apply if the animal is identified in such a way that can identify its owner.

§ 1048



Pets are considered abandoned if it is obvious in the circumstances the owner's intention to dispose of the animal or expel. This also applies to pet.

#### § 1049

An animal kept in a zoo and fish in the pond or similar device that is not a public good, not without a master.

#### § 1050

(1) If the owner does not exercise ownership of movable property for three years, it is understood that he left. If the movable thing that the owner was probably a very small value left in a place accessible to the public, shall be deemed abandoned automatically.

(2) If the owner does not exercise ownership of immovable property for ten years, it is understood that he left.

#### Finding

#### § 1051

It is understood that everyone wants to keep his property and found that the case is not abandoned. Who finds the thing, it may not automatically be considered abandoned and appropriate it.

#### § 1052

(1) returns the finder of lost the person who lost it, or the owner against payment of necessary expenses and nálezného.

(2) If the circumstances to determine who should be referred back, and unless it is a lonely thing, it shall without undue delay finder finding the municipality in whose territory has been found, usually within three days if it was found, the case in a public building or public vehicle, surrender finder find an operator of such facility, which is maintained under other legislation, and if not them, it shall proceed as if the finder.

#### § 1053

(1) The municipality will announce the finding in the usual manner. If the logs within a reasonable time, the one who lost the case and if it is a matter of considerable value, the municipality should take steps to finding came in a wider audience.

(2) If the owner of the community itself, mainly unmistakable description of the case, shall find him and invite him to the thing took over.

#### § 1054

(1) The municipality decides how it will be found a matter of storage. With the consent of the finder or other person and, if appropriate, the municipality may decide that the matter will be kept by that person. Items of substantial value, particularly a higher amount of money, the municipality submits to judicial custody rule or impose other appropriate means.

(2) Case, which can not be kept without apparent damage or you can save only with unreasonable costs, the municipality will sell at public auction and the proceeds disposed of according to paragraph 1 but before deducting their own expenses with the current administration of things. With the sale of things in any way dispose of the village, this does not apply if it is a matter about which there can be doubt about its uniqueness and value.

#### § 1055

Thing or proceeds shall stripped for her community, including fruits and benefits and less cost and nálezného to those who lost a thing, or owner, if they register within one year from the publication of findings.

#### § 1056

(1) Finds finders belongs, even if the owner can probably tell from the signs of things, or other circumstances.

(2) Finds is a tenth of price discovery. However, if the lost cause value only for those who lost it, or its owner, according to belong finders find a decent fit.

#### § 1057

(1) does not register if no one thing to one year after the publication of the finding the finder, municipality or other person to whom the case was entrusted to handle things like an honest holder. If, however, lies in finding the money, they can just enjoy these people, it is true as a matter of the proceeds withheld.

(2) is logged if the person who lost a thing, or its owner after a period of one year from the publication of the judgment and before the expiry of three years from the publication of the award shall be delivered to him a thing or proceeds as it stripped after paying expenses and nálezného.

(3) expires three years after the publication of the finding, the finder acquires, municipality or other person to whom the case was entrusted ownership of the goods or the proceeds for her strženému.

#### § 1058

(1) If the found animal for which it is obvious that the owner should notify the finder finding the village without undue delay, unless the circumstances to determine who should be returned.

(2) A person who takes care of them found an animal, caring for them as an ordinary farmer, until it takes up the owner.

#### § 1059

(1) If the animal is found apparently intended for hobby farming and logs if one of them within two months of this judgment, it acquires title to the finder.

(2) declares the finder community that the animal does not want to take, and entrusted to the village irrevocably animal to a person who operates a shelter for animals, that person may freely dispose of the animal, if one of them does not register within four months from the date of the animal was entrusted to her. If the finding was announced to the delivery of the animal begins to run from the time this judgment.

#### § 1060

Declares the village finder, found that the thing will not take, pass the right thing or the proceeds for her stripped and used to acquire the municipality in whose territory has been found. Acquisition of property rights arises municipality to pay finder finds.

## § 1061

Finders, finding that notifies it appropriates or otherwise violates its obligations, the payment does not belong, and find or can not find or use it to acquire ownership under the provisions of this Act on the findings. This does not affect its obligation to pay damages.

## § 1062

If it finds any thing while several persons are also entitled to be jointly and severally. Spolunálezcem is the one who saw the thing and tried to attain it, though it took before someone else does.

## Finding hidden things

### § 1063

The finding things buried, hidden or otherwise bricked are the same as finding a lost cause. Finder finds but does not belong, if the owner knew about hiding things.

### § 1064

(1) unless it is clear who is hidden thing, it shall notify the finder to find the owner of the land and the municipality in whose territory has been found; § 1062 shall apply mutatis mutandis.

(2) will accrue if the thing hidden under other laws in the state, county or municipality, the finder of the Agreements with the landowner, one of them leaves the matter and pay half the price of other things. If you disagree, the matter belongs to the landowner and the finder will pay half the price.

### § 1065

Remedial person to find lost or hidden things and the finder does not belong to her just reward for the quest, if it was settled.

Subsection 2

Natural increase

Increase in intangible assets

§ 1066

Fruits that land issues by itself, without cultivation, belongs to the owner of the land. The same applies to the natural fruits of other immovable property.

§ 1067

The tree belongs to it, from whose land growing tribe. If the strain grows on the border lands of different owners, the tree is common.

Silt and ravine

§ 1068

Gradually alluvial soil on the bank belongs to the owner of the coastal land. This also applies to the action of wind increments generated or other natural forces.

§ 1069

Large and recognizable part of the land, the river washes away to another shore, becomes part of the coastal land, if the original owner of the land odplavenému not exercise its right for one year.

§ 1070

(1) separates the river from the site as part of the island, the owner of raw land vlastníkem island.

(2) In other cases, the island belongs to the owner of the water trough.

§ 1071

Water trough or ravine incurred as a result of the island becomes the property owner of the original riverbed.

§ 1072

Increase movable

Natural increase of movable property belongs to its owner.

§ 1073

- (1) Fruit, which gives the animal belongs to the owner of the animal.
- (2) The fertilization of an animal can claim the reward only if it has been settled.

Subsection 3

Artificial increase

Processing "

§ 1074

(1) The new thing resulting from the processing of several movable property owners so that the processed things can not be given to the previous state at all, or only with great expense and with considerable loss, as the owner belongs to those who work or material contributed the most value result.

(2) The owner of new things to pay to those who lost property rights, the value of processed things and those who are involved in the outcome of work, remuneration for work.

§ 1075

(1) The owner of the thing in processor processed the new thing in good faith, is left to the will, if he appropriates a new thing and another will replace what he lost or whether the matter for compensation leave.

(2) The right to choose a more favorable solution to expire, unless exercised within one month from the date when the owner found out things to process.

#### § 1076

(1) If you can not identify a single owner of the new things that belong to the ownership thing vlastníků processed things. The shares are determined by the value of processed goods, if not possible, their shares are the same.

(2) Co-owners to pay jointly and severally pay to the person who prepared the case.

#### § 1077

If a foreign thing just to fix other things, of the owner corrected things, and replace the things vlastníčkovi processed value of any foreign matter.

Mix

#### § 1078

(1) Blend If several movable property owners to restore the previous state is not possible, but without breaking the whole nature can be divided into parts, leaves, each at will, if you separate the proportion of what has been mixing, or whether will claim what lost. Unless the person who mixed things, in good faith, the owner has the right to leave him his share of the mixed case for a full refund.

(2) The provisions of § 1075, paragraph 2 shall apply mutatis mutandis.

#### § 1079

When mixing the same kind of movable property, particularly if it in their custody, to apply § 1078, the owners of things mixed ownership is transferred aliquot of mixed things.

#### § 1080

Who participated in the mixing of foreign affairs and was not in good faith, it will replace the affected owners also lost profits, actual damages, however, paid only to the extent that the owners did not achieve its compensation under the foregoing provisions.

#### § 1081

Who among those who participated in the merger case, the new thing with him, although it has to give is not required to do so until his owner does not pay compensation.

#### § 1082

##### Common provisions

Who is obliged to provide processing or mixing of compensation to another person is not obliged to carry out more than they would be obliged to comply with unjust enrichment.

#### Construction

#### § 1083

(1) If you take a stranger thing to build on his land, the building becomes part of the land. A landowner replace vlastníku things used its value.

(2) Who has been in use for the construction of foreign matter in good faith, things used vlastníku replace the lost income, pay the actual loss but only to the extent that it reached its vlastnik compensation under paragraph 1

#### § 1084

(1) The building established on the land of another case, the owner of the land.

(2) A landowner will replace the person who set up the construction of private land in good faith, reasonably incurred expenses. A person who was not in good faith, has the same rights and duties as executive unattached.

#### § 1085



The court may, on application of the landowner to decide that the person who set up construction on private land, although it does not have the right, at its own expense to remove the building and bring the site to the previous state. The court shall take into account whether the establishment of a building in good faith.

#### § 1086

(1) Who in good faith established on land of another building, has the right to claim after the land owner, who knew and setting up structures without undue delay, it did not prohibit the land transferred to him for the usual price. Also, a landowner has the right, after the founder of construction require that land purchased for the usual price.

(2) upon the motion of a party commanding the land into the ownership structure of the founder and decide on its obligation to pay the landowner compensation.

#### § 1087

##### Breaks

(1) interfere to set up a permanent structure on land owned by only a small part of a small part of a foreign land, it becomes part of the land owned by the founder breaks built building, this does not apply if the founder did not build buildings in good faith.

(2) Who built in good faith, will replace the owner of land, part of which was built up breaks the usual price of acquired land.

#### Subsection 4

##### Mixed growth

#### § 1088

(1) When a foreign land sowing seed or planting foreign plants belong to the owner of the land will be added as follows; plants belong to him, after having become entrenched.

(2) The compensation for seeds and plants apply § 1083 and 1084 similarly.

#### Subsection 5

## Endurance

### The proper prescription

#### § 1089

(1) It keeps the honest title holder for a specified period of time, and the last thing to take ownership.

(2) does not prevent honest dishonesty predecessor successor that began on prescription, which came into possession.

#### § 1090

(1) A prescription is required authenticity to tenure and tenure based on the rule of reason would suffice to the emergence of property rights if they belonged to the transferor or if it was established by an authorized person.

(2) If the testator has gained the wrong tenure, property rights can not endure nor his heir, even if honestly held. This applies mutatis mutandis to the general legal successor legal entity.

#### § 1091

(1) The prescription of ownership of movables is needed uninterrupted tenure for three years.

(2) The prescription of ownership of immovable property is required uninterrupted tenure lasted ten years.

#### § 1092

Until then, vydržecí vydržitele counted in favor of time and the proper and fair tenure of his predecessor.

#### § 1093

Tenure is interrupted, if not carried out by the holder during vydržecí period longer than one year.

#### § 1094

Where required, the person had a legal representative or guardian, begins vydržecí time to run against her on the right until the date on which the legal representative or guardian obtains. Already period started to run again, but will not end before the expiry of one year after the disappearance of obstacles.

#### § 1095

##### The extraordinary endurance

End of the period twice as long than would otherwise be required, last title holder, even if it proves legal grounds on which his tenure is based. This does not apply if he proves dishonest intention.

#### § 1096

##### Netting vydržecí time

(1) came into the possession of someone fairly honest holder, whose tenure is based on a legal ground which would suffice for the establishment of property rights (§ 1090, paragraph 1), he counted vydržecí time of his predecessor.

(2) The successor to the extraordinary endurance counted vydržecí time without honest predecessor.

#### § 1097

##### Prohibition of withstanding

Property rights can not withstand a legal representative to the represented, or represented to his legal representative. This applies mutatis mutandis to the guardian and ward and guardian and poručence.

#### § 1098

##### Stopping time vydržecí

Among husbands nepočne vydržecí time to run or not run as long as the marriage lasts. The same applies to people living in the household, and represented by legal representative, guardian and ward and the guardian and poručence.

#### Subsection 6

#### Transfer of ownership

#### § 1099

The ownership right to the point individually for the transfer agreement itself already at the time of its effectiveness, unless otherwise agreed or provided by law.

#### § 1100

(1) Convert the party gradually closed contracts to various persons ownership of things not registered in a public list, acquires title to the person who issued the transferor first thing. If no such acquires title to the person with whom a contract, which became effective first.

(2) Converts the page title to the things recorded in a public list, by several persons who becomes the owner of a person who in good faith, and whose ownership has been recorded in the public list as the first, even if its right arose later.

#### Transfer of ownership of movables

#### § 1101

The right of ownership to movable type as determined in accordance with the first moment comes when the case may be sufficient to determine the distinction from other things of that kind.

#### § 1102

Converts to the ownership of tangible assets recorded in a public list, the thing becomes the property of such entry in the list, unless another law provides otherwise.

## § 1103

(1) Ownership of a security to bearer is transferred at the time of its contract handover.

(2) Ownership of a security is transferred to the order of endorsement contract and the time of its delivery. The particulars of its adoption and endorsement, as well as who is entitled to endorsement, and how this right demonstrates, the provisions of the rules relating to bills of exchange, the transferor of a security not liable for settlement of rights of security, only if specifically bound to do.

(3) Ownership of a security is transferred in the name of the contract itself was at the time of its effectiveness.

## § 1104

(1) Ownership of book-entry security is acquired by registration book-entry securities to the account owner.

(2) Write to the book-entry securities on behalf of customers to take ownership of him writing on behalf of customers.

(3) The acquisition of ownership of a security imobilizovanému under § 2413, paragraph 1 shall apply mutatis mutandis to the acquisition of ownership of book-entry securities.

## § 1105

### Transfer of ownership of immovable property

Converts to the ownership of immovable property registered in a public list, the thing becomes the property of such entry in the list.

### Common provisions on transfer of ownership

## § 1106

Who takes ownership, acquires the rights and obligations associated with the case.

## § 1107

(1) Whoever acquires ownership of, defects also takes charge on the things that are written in the public list; other defects takes, if he could, and if the circumstances are identified or if this was agreed or determined by the law .

(2) Defects resolved abolished.

#### § 1108

The provisions of § 1106 and 1107 shall apply mutatis mutandis to the acquisition of ownership other than by transfer.

#### Subsection 7

#### Acquisition of property rights from unauthorized

#### § 1109

The owner of that stuff happens, who won the thing that is not registered in a public list, and was given all the circumstances, in good faith in the authority of the other party the right to transfer ownership to the title proper if it took place

a) at public auction

b) from the entrepreneur's business activities in the ordinary course of trade

c) a payment from someone who told the owner of the thing,

d) from unauthorized heirs, which was confirmed by the acquisition of inheritance,

e) when trading with investment instruments, securities or bearer instrument exhibited, or

f) to trade on commodity exchanges.

#### § 1110

If someone has acquired in good faith for consideration movable thing used by businesses, which with its business in the ordinary course of business dealing with such things, it shall be the owner, who proves that the thing lost or loss that the matter was withdrawn from the arbitrary and loss or withdrawal of things have passed more than three years.

## § 1111

If someone got a movable thing under different circumstances than those set forth in § 1109 or 1110, things will become the owner if he can prove good faith in the transferor to transfer ownership of things. This does not apply if the owner proves that the matter lost by loss or willful act of the nature of the offense.

## § 1112

Property rights or good faith of his predecessor, not to your advantage to call the person who acquired movable thing, knowing that the title has been acquired by unauthorized.

## § 1113

The provisions of § 1110 to 1112 shall not apply if it is an investment instrument, security or instrument issued in bearer or things acquired at public auction at auction in execution or during the execution sale of chattels or things acquired in trade on commodity Stock Exchange.

### Subsection 8

Acquisition of ownership by a public authority

## § 1114

Decision of a court or other public authority to take ownership on the date it is intended. If the decision a day intended to take ownership on the decision.

### Part 4

Co-ownership

### Section 1

General Provisions

§ 1115

- (1) Persons who belong to the ownership of things together, co.
- (2) The provisions on joint ownership shall apply mutatis mutandis to other community property rights.

§ 1116

In view of the matter as a whole, with co-owners are treated as a single person and treat things like a single person.

§ 1117

Each venturer is entitled to the whole thing. This right is limited by the law of any other joint owner.

§ 1118

Co-owner belongs bill, as was common cause is treated, the proportion of the fruits and benefits of the common cause.

§ 1119

The statement shall be claimed after expiry of the normal administration of the common nature of things, the dissolution of ownership or termination of participation therein, or for other important reasons.

§ 1120

- (1) Fruits and benefits of a common cause can be divided in proportion to the shares.



(2) How do I do with the fruits and benefits of the common things that can not be divided by shares shall be determined by agreement of the venturers. Unless the co-owners, they sell these fruits and benefits in an appropriate manner and the proceeds shall be distributed according to shares.

## Section 2

### Ownership share

#### § 1121

Each of the joint is full ownership of his share.

#### § 1122

(1) The share is the amount of participation of each co-owner to create a common will and the rights and obligations arising from ownership of things.

(2) size of the share resulting from the legal facts, which is based on joint ownership or participation in the co-owner co-ownership. The joint owners shall prevent the size of shares negotiated otherwise, such an arrangement must meet the requirements set for the transfer of shares.

(3) It is understood that the proportions are the same.

#### § 1123

Co-owner may dispose of its share according to his will. Such treatment shall not be prejudicial to the rights of other co-owners without regard to what the result.

#### § 1124

(1) If the acquisition of ownership based on death or other legal facts so that they could not co-owners of their rights and obligations from the beginning to influence and convert to any of its share ownership, they have other co-owners of the shares for six months from the date of ownership of pre-emption rights unless transferred to another co-owner of share ownership or your spouse, sibling or relative in the direct line. Neujednají If you co-owners to execute pre-emptive right, be entitled to redeem the share in proportion to the size of the shares.

(2) co-owners have a right of first refusal in the event that any transfer of ownership share free of charge, if co-owners have a share buy právo the usual price. This is true in other cases of statutory pre-emption rights.

#### § 1125

(1) If ownership has arisen for the acquisition of agricultural plant in case of death or other legal facts so that they could not co-owners of their rights and obligations from the beginning to influence and convert to any of its share ownership, they have other co-owners to share the right of first refusal, pre-emption law also applies to inheritance share. Neujednají If you co-owners or joint heirs how to execute pre-emptive right to have the right to redeem the share in proportion to the size of the shares.

(2) Converts the venturer has an interest to the person who would be his heir under the provisions on legal succession of heirs, or other co-owners, paragraph 1 shall not apply. This is true even if the co-owner of the subscription rights waived in writing.

### Section 3

#### Management of common cause

#### § 1126

(1) Each of the joint owners is entitled to participate in the management of common things.

(2) When deciding on a common cause co-owners count the votes according to the size of their shares.

#### § 1127

The legal proceedings relating to the common things are all co-owners are entitled and obliged jointly and severally.

#### § 1128

(1) The current management of common co-owners decide things by majority vote.

(2) The decision to have legal effect for all co-owners only if they all were aware of the need to decide, unless it was a matter that required immediate action. Co-owner omissions in deciding on urgent matters may request the court to declare that decisions on urgent matters to him no legal effect, can not be reasonably required to be endured.

(3) If the application is filed pursuant to paragraph 2 within thirty days of the decision, the right to submit it expires, if it is not informed on the management of co-owner, the time limit from the date of the decision knew or could learn.

#### § 1129

(1) The decision on important matters relating to the common cause, in particular on the significant improvement or deterioration, change its purpose or its processing, it should be at least two-thirds majority of the venturers. Failure to achieve the majority co-owner decides on a proposal from the court.

(2) Co-owner umlaut in the decision under paragraph 1 may suggest that the court ruled on the matter, in so doing, may also suggest that the court temporarily prohibited act under the contested decision. The provisions of § 1128, paragraph 3 shall apply mutatis mutandis.

#### § 1130

Umlaut co-owner, whose decision there is severe damage, especially disproportionate restriction on the use of a common cause or apparently incurring disproportionate to the value of his share, the court may propose to annul that decision. The provisions of § 1128, paragraph 3 shall apply mutatis mutandis.

#### § 1131

Decides if the majority ownership of the measures necessary to maintain or improve the common cause and it undertakes to co-owners to přehlasovanému that it will not be required to the costs involved, or that it will replace any loss caused by the measures taken, and provide reasonable assurance does not umlaut right under § co-owner of the 1130th

#### § 1132

The decision on the basis of a common thing to be loaded or the load lifted and to decide on the basis of the privileges of ownership are limited to a period longer than ten years, requires the consent of all co-owners.

#### § 1133

The establishment of a lien or other similar security used to secure monetary claims arising from the improvement of the common cause, or when its decision is sufficient to restore at least two-thirds majority of the venturers.

#### Administrator common cause

#### § 1134

The election and dismissal of administrators as well as co-owners to decide on matters of routine administration.

#### § 1135

The administrator has legal status příkazníka. Management of co-owners must charge; belongs to pay reasonably incurred expenses that you can choose from revenues administered by the case.

#### § 1136

Co-owner, who has made common cause at the expense of other ownership interest without notice and consent, may require

- a) the proportion of the compensation value in the range of things, if it was a cost that was for the benefit of co-owners,
- b) reimbursement of necessary expenses, if it was a cost that were incurred to rescue things.

#### § 1137

If you entrust the administration of several persons, by a majority of votes each has one vote.

## § 1138

Agreement between the co-owners of immovable property or its administration, the agreement requires the form of a public document. The agreement establishes the collection of documents by the authority with which the registered immovable thing in the public list.

## § 1139

The Court will apply the rate co-owners

(1) proposes the co-owners of a court to decide that a majority of the venturers has legal effects with regard to that decision set aside, or to substitute its decision, the court will hold the legal relations of ownership by a decent choice. The court may, in particular to decide whether to change to make unqualified, qualified or against collateral, whether or not made at all.

(2) as indicated in paragraph 1, the court will decide if the claims if his co-owners of a decision because the decision reached on the common things you need most.

## Section 4

Separation of ownership and the abolition of ownership

## § 1140

(1) Nobody may be forced to remain in joint ownership.

(2) Each of the joint owners may at any time apply for its Division of ownership, if the subject can be divided co-ownership or joint ownership of the cancellation. But this must not ask the wrong time or just to the detriment of one of the co-owners.

## § 1141

(1) Joint ownership is deleted by agreement of all co-owners, the agreement must contain provisions on the method of settlement. If this is the ownership of immovable property or business requires agreement in writing.

(2) Co-owners settled the division of common things, the sale of her free hand or by public auction with the proceeds of the division or transfer of ownership of one or more joint owners with the payment of others.

#### § 1142

(1) If it is a common cause, which has as a whole serve a purpose, its distribution is not possible.

(2) Agricultural land can only be divided so that the division originated cultivable land efficiently both in terms of size, as well as the possibility of permanent access. This does not apply if the land be divided for the purpose of establishing or building for such a purpose for which land can be expropriated.

#### § 1143

Unless the joint owners joint ownership of cancellation, it shall decide on the proposal of the joint owners of a court. If the court decides on the abolition of ownership, while a decision on how to settle ownership.

#### § 1144

(1) If possible, the court shall decide on the distribution of common things, but the thing is not to split, cut if it would substantially its value.

(2) The division does not matter, impossible to split the thing in the parts corresponding to the exact ownership shares was equal to the difference in money.

#### § 1145

Upon cancellation of joint distribution of the common cause, the court may establish a servitude or other right in rem, if required by the proper use of the newly established co-owner of former things.

#### § 1146

Common documents can not be split. Unless the co-owners, who will be saved in a common document, stores it in the oldest joint owner, if not anything else at fault. Other co-owners will receive a loading of certified copies or copies.

#### § 1147

If the division of these things may well be the court shall order reasonable compensation for one or more joint owners. He will not matter if none of the co-owners, the court will order things for sale at public auction, in justified cases, the court may decide that the matter will be auctioned only among the venturers.

#### § 1148

(1) Upon cancellation of joint venturers have mutually settled claims and debts that are associated with Co or shared.

(2) Each of the joint owners may request payment of payables and receivables, which fall due for payment within one year after the effective abolition of co-ownership agreement or initiation of proceedings for cancellation of co-ownership.

(3) sell the thing, pay the costs of the sale after demolition all debts under the foregoing paragraphs before the proceeds divided among the venturers.

#### § 1149

(1) Former co-owners to deliver at the request of confirmation from them how to cope if an agreement to abolish the ownership of movable property not concluded in writing.

(2) The settlement of ownership of immovable property registered in the public list created new property rights registration in the public list.

#### Protection of third parties in the distribution of common cause

#### § 1150

Division of these things is not detrimental to a person who has a property right to the common cause.

## § 1151

When the reigning division case is an easement for all the parts usually longer, but must be extended to become even more difficult. It benefits the easement only some parts, disappear due to other works.

## § 1152

Splits When loaded thing and affects the easement only a part, shall expire on the works of others.

## § 1153

(1) Where the right of servitude or other right to load or užitkům fruits may

- a) each of the beneficiaries, if the matter is divided ruling, or
- b) each of the burdened persons, if they divided difficult thing,

propose to perform modified justice.

(2) The Court exercise adjusted to take account of the nature and purpose of the load, as well as with regard to the peculiarities of the individual parts so that the result corresponded to the principles of fairness and so that the load did not increase.

## Postponement of repeal ownership

## § 1154

(1) If you Ujednají co-owners not to seek the annulment of ownership for a period not exceeding ten years, can not be excluded by any subsequent agreement. He was the co-ownership agreement to the suspension of revocation for a period of ten years is considered to be named for ten years. Postponement of repeal can negotiate ownership several times.

(2) In order to delay the abolition of joint arrangements bind the legal successor of the joint owners, the legal succession occurs otherwise than by inheritance or by conversion of a legal entity, it must be expressly agreed.



(3) Arrangements for delay cancellation takes the form of joint ownership of a public document, relates to an arrangement with intangible assets recorded in a public list, postponement of revocation shall be entered into public ownership list.

#### § 1155

(1) The draft joint owner, the court may postpone the abolition of ownership if it is to be prevented by property loss or serious threat to the legitimate interest of any co-owner, and to extend the duration of ownership by a maximum of two years.

(2) Cancellation of ownership may also be deferred acquisition in case of death.

#### § 1156

Postponement of repeal ownership can later be amended by agreement of co-owners, and if it happens to her, a court decision on a proposal issued by the co-owner who proves he can not reasonably be required to co-ownership remained in, or that circumstances have materially changed, the delay for which ownership occurred.

#### § 1157

##### Postponement of separation of ownership

For the separation of ownership apply § 1154 to 1156 accordingly.

#### Section 5

##### Housing ownership

##### Subsection 1

##### General Provisions

#### § 1158

(1) Housing ownership is the ownership of immovable property ownership-based units. Housing ownership can arise when part of intangible assets at least a house with two apartments.

(2) As provided in this section of the apartment, also applies to commercial space, as well as a set of flats or commercial premises.

#### § 1159

The unit includes a flat space as a separate part of the house and share the common parts of immovable property interrelated and inseparable. The unit is immovable thing.

#### Common parts

#### § 1160

(1) shared at least part of those intangible things that by their nature are intended to serve the owners of units together.

(2) The joint is always land on which the house was opened, or property right, which the owners of units based on the property right to have a house, building essential to maintain the house, including its main structures, and its shape and appearance, as well as to maintain a flat another unit owner, and equipment used and the owner of another unit to use the apartment. This is true even if it passes on a proportion of any unit owner for the exclusive use.

#### § 1161

Unless the shares of the common parts with respect to the nature, size and location of the apartment or the same, the sizes are determined by the ratio floor area to total floor area of all apartments in the house.

#### § 1162

(1) If shares of common parts otherwise than the size ratio of floor area to total floor area of all apartments in the house or the same as before, the unit owner has the right to seek changes to this destination, if circumstances have changed so much that the determination its share in the common areas is clearly unfair.

(2) If the proposal to change the owner of the unit declaration (§ 1169), changes the court statement.

## Subsection 2

### Establishment Unit

#### § 1163

##### Construction

If you commit to that party in connection with the construction of the house or its modification, the construction unit occurs when the house is at least in this stage of construction that is already closed on the outside perimeter walls and flat roof construction and external walls is closed.

#### § 1164

##### Entry into the public list

(1) By entering into the public list created unit if the owner or person authorized to substantive law of another declaration of his right to divide the house and land ownership of the units.

(2) The entry into the public list of unit occurs, even if it ujednají co-owners of the separation of ownership or the cancellation and settlement, or that it ujednají spouses to change the scale or the settlement of joint property. The provisions of the declaration to this agreement shall apply mutatis mutandis.

#### § 1165

##### The Court's decision

Unit arise if the court decides that the separation of ownership, the cancellation and settlement of ownership, the narrowing of the joint property or community property settlement.

#### Statement

#### § 1166

(1) The distribution of rights to immovable property in the ownership of the units shall contain at least

a) data on land, home, community and land registry,

b) information about the unit, especially

1) name and identification number of dwellings at least, identifying the location and purpose of use,

2) identification and description of common parts with respect to their construction, engineering or user by specifying the nature and possible, which ones are reserved for the exclusive use of a unit owner,

3) the size of shares of common parts

c) what material and other rights and defects are transferred with the emergence of property rights to the unit owners of units on all or some of them.

(2) If the division created at least five units, of which at least three to be owned by three different owners, bring the statement and particulars statutes owners associations (hereinafter referred to as "owners"). If not arise in connection with the distribution of owners shall be determined by the administrator a statement the rules for managing the house rules for use of common parts and contributions to the costs associated with managing the house and grounds.

(3) The statement shall be accompanied by plans of all floors or their schemes, determining the position of flats and common parts of the house, along with data on floor areas of apartments.

#### § 1167

If the registration of ownership of units in a public list, the statement declared invalid or can not determine the ownership of the unit have been avoided if the property right to the unit acquired by another person.

#### § 1168

#### Removing defects Statement

(1) defines the unit of vague statements or improper manner and does not remove the author's statements without undue delay after the defect pointed it at the person on it has a legal interest may cure the defect of the unit owners of a joint declaration. If there is to decide on the removal of the defect upon the motion of the person on it has a legal interest.

(2) Determine if the declaration is vague or incorrect unit owner to share common parts, to disregard it.

§ 1169

Changes to

(1) Owners of units can change the statement. If the unit is loaded, you can change the statement with the prior consent of the person authorized to substantive law.

(2) to change the statement of the agreement requires the owners to change their rights and obligations concluded in written form. Agreement comes into effect, unless it agrees in writing to the owners of units with a majority or a qualified majority of votes specified in the declaration, even though they are not parties to the agreement.

Subsection 3

Construction of the house with units

§ 1170

Contract for construction

(1) contracts for the construction, the parties agree to jointly participate in the construction, completion or amendment to the House for the purpose of establishing or changing units. The rights and obligations of the parties shall apply mutatis mutandis the provisions of this Act on the company.

(2) The agreement by at least ujednají

- a) data set as an element of the declaration of the distribution rights to the house and land ownership units
- b) the manner of payment of costs of construction, or self-help award of work performed,
- c) the size of co-ownership shares to the house, and if the house be part of the land, the size of co-ownership interests in land for a period before construction to create the first unit; ownership share is determined by the size of the appropriate size unit owner to share common parts and
- d) if the rise building construction with at least five units, the requirements of the statutes of owners, if not already established.

(3) The contract must be in writing.

§ 1171

If the construction contract signed when the house is already under construction, apartments still under construction but are not ujednají to the size of co-ownership of shares of real estate property in size with the size of co-ownership shares in the future owners of common parts.

#### § 1172

(1) If the unit created extensions or construction work for houses and there are no units in the house yet defined, ujednají parties in the contract the definition of units in the house and the owner or person entitled to the rights of other material is converted to those interested in acquiring new unit to co-ownership real estate property in a size appropriate to the size of its ownership share as a unit owner in the common parts.

(2) In order to create a new unit or if the existing unit to be changed extensions or structural adjustment in the house where the units are already defined, ujednají parties to the agreement and co-ownership shares resizing after the establishment of new units or modify existing units and conversions to meet the newly designated sizes of co-ownership shares.

#### § 1173

Unless the contract for the construction of an explicit agreement on deviations from the identification unit, it is proper for the construction, if the difference is only slight and it was part-owner in question and could reasonably expect. Unless otherwise agreed by the parties, the court how the consequences of deviation from the identification of units settled.

#### § 1174

(1) If a construction of the house will remain until the units of unit trusts co-owners of immovable property.

(2) The creation of mutual fund units are real estate property ownership changes in housing ownership.

#### Subsection 4

The rights and obligations of the owner of the unit

#### § 1175

(1) the unit owner has the right to manage, and use exclusively within stavebně edit your apartment and to use common components, but must not impede the performance of another unit owner of the rights or compromise, alter or damage the joint parts.

(2) The owner keeps their apartment units, as required by the safe condition and good appearance of the house, this also applies to common parts, which the owner of the units reserved for the exclusive use.

#### § 1176

The creation of property rights to the unit owner of the unit creates an obligation to follow the rules for the administration building and the use of common parts where he was familiar with these rules or if it should and could know, as well as ensure compliance by persons who allow access to the house or apartment.

#### § 1177

(1) Who came into the ownership of the unit, it shall notify, including their addresses and number of persons who will be in an apartment house, the owners of units by the person responsible for the administration of the House within one month from the date he knew or could learn that the owner . This analogy also applies to changes in the data specified in the notice.

(2) Unit Owner shall, without undue delay, the person responsible for managing the house changes in the number of people who have a home in an apartment and live there for a period which in total amounts to at least three months in one calendar year. This applies even if the owner left the apartment units to use another person, in this case, the name and address of that person.

#### § 1178

If so requested by the owner of the unit, it shall notify the person responsible for managing the house name and address of any unit owner or tenant in the house.

§ 1179

Unit Owner shall be entitled, as the person responsible for managing the farm and house as a house or land it manages. For such a person may inspect the unit owner contracts management matters, as well as in the books and documents.

§ 1180

(1) Unless otherwise specified, the unit owner contributes to the management of house and land in the amount corresponding to its share of the joint parts. It serves some of the common parts of only one unit owner for the exclusive use, the amount of contribution in view of the nature, size and location and extent of this part of the unit owner's obligation to manage this part at their own expense.

(2) Contributions designated to pay the person who manages the house, or members of its organs, bookkeeping and similar activities to their own management costs are apportioned to each unit as well.

§ 1181

(1) The owner of the unit are advance payments related to or associated with the use of the dwelling (service) and has the right to be the person responsible for managing the house on time deposits accounted, usually within four months after the end of the billing period.

(2) If the designated due date underpayment or overpayment of advances are payable on the same date within three months after the deadline specified in paragraph 1

§ 1182

Modifies the owner of your apartment unit of construction, will allow access to the apartment to verify that construction work does not endanger, damage or alter the common parts if it has been asked in advance to the person responsible for managing the house.

§ 1183



(1) The owner of the unit to avoid all that prevents the maintenance, repair, modification, alteration or other change of house or land, which was properly decided, if they are carried inside the apartment or common parts, which is used exclusively for the use of the unit owner, enable them to access, unless it has previously been requested by a person responsible for managing the house. This also applies to the location, maintenance and inspection equipment for measuring water consumption, gas, heat and other energies.

(2) When damage to the unit work being carried out in accordance with paragraph 1, replace the owner of the unit owners' damage, and if not cause, replacing it with a relatively co-owners of the house. However, if carried out these works in their interest only owner of any unit damages alone.

#### § 1184

At the request of the person responsible for the management of the house or unit owner, the court may order the sale of the unit owner who violates the obligation imposed on him by court enforceable manner substantially limiting or preventing the rights of other unit owners.

#### § 1185

##### Co-ownership units

(1) the unit owner may exercise the right to drive divided into shares, unless it was excluded.

(2) Co-owners of common units shall authorize a representative to exercise their rights against the person responsible for managing the house. This also applies to spouses who are jointly owned unit.

##### Special provisions on transfer of units

#### § 1186

(1) The transfer of ownership of the unit there is no person responsible for managing the house duty house management fees to the effective date of the transfer deal.

(2) If the owner converts the title to the unit, the transferee a certificate showing the person responsible for managing the house, what debts related to the administration building and the land will pass to the transferee unit, or that such debts are not. For debts that the unit passed to the transferee, the transferor shall be liable to the person responsible for managing the house.

## § 1187

(1) If the unit was established distribution rights to the land or house title to the units, the tenant an option to purchase the unit at the first transfer. This also applies to lease commercial space, when it was leased in connection with the dwelling in the same house. Pre-emption right shall lapse if the tenant does not accept an offer within six months of its effectiveness.

(2) If the tenant a legal entity, the provisions of paragraph 1 shall not apply.

## § 1188

(1) If a unit in a house owned or jointly owned legal entity and if the tenant is a member or partner of the legal person who participated in the work or venture to acquire immovable property, ownership can be transferred to the unit only to him. This is true even if the acquisition of intangible assets contributed predecessor shareholder or member.

(2) If required by other legislation to determine the value of the transfer of assets transferred to the opinion of experts appointed by the court, its provisions do not apply.

## Subsection 5

### House and Land Management

## § 1189

(1) house and land management includes everything that does not belong to owner of the unit and what is in the interests of all co-necessary or expedient for the proper care of house and land as a functional unit and the maintenance or improvement of common parts. Administration building includes activities associated with the preparation and implementation of changes to the common parts of house extensions, structural alteration or change in use, as well as the establishment, maintenance or improvement of facilities in the house and land used for all joint owners of the house.

(2) It is understood that the administration also covers common components, which are used exclusively for the use of only one co-owners.

## § 1190

The person responsible for managing the house and land owners. None of the owners, the person responsible for managing the house manager.

#### Managing owners without incurring

#### § 1191

None of the owners, shall apply to the management rules defined in the declaration and to decide in matters of administration shall apply mutatis mutandis the provisions of Assembly, the decision, the owners of units administrator.

#### § 1192

(1) If any unit owner for common parts of an interest of more than half, becoming an administrator. If no such unit owner, unit owners shall elect a majority of administrators. At the request of a unit owner appeals court administrator and appoint a new administrator, if for an important reason.

(2) The administrator can individually do what is necessary to maintain assets under management, if something else is determined, account shall be taken to it. This does not apply to decisions on matters under this Act falls within the scope of the Assembly.

#### § 1193

If this is the house where there are fewer than five units be disregarded in determining the votes of unit owners administrator exceeding the sum of votes of all other unit owners.

#### Owners

#### § 1194

(1) owners is a legal person established for the purpose of providing house and land administration, in fulfilling its purpose is eligible to acquire rights and commit to the duties. Business owners may not directly or indirectly involved in the business or business or other activity to be their partner or member.

(2) Membership in a community of owners is inextricably linked to ownership units. Owners for the debts guaranteed by its members in proportion to the size of its share of the joint parts.

§ 1195

(1) Community owners can acquire and dispose of it only for purposes of the administration building and land.

(2) The legal act by which owners' debt of another person shall not be considered.

§ 1196

(1) owners are legally within its purpose with the owners of units with third parties.

(2) If the rights owners of units defective unit owners representing owners of units in the implementation of these rights.

§ 1197

Associate if the other owners of owners to cooperate in fulfilling its purpose or if it becomes a member of the legal entities comprising the owners or owners of units or otherwise involved in housing, do not commit to other equity, before the provision of capital or the provision of membership fees. Undertakes to owners to participate in the loss of another person, to pay its debts or is to be disregarded to it.

§ 1198

(1) Unless owners established earlier, the base unit owners, where at least five units, of which three are at least three different property owners, at the latest after the ownership transferred to the first unit.

(2) The public list shall not be registered ownership transferred to another unit, unless shown to the creation of owners. This is not the acquisition of units in the first property owner.

§ 1199

If the house less than five units, owners can be established, with the agreement of all owners of units.

§ 1200

Founding owners

(1) owners to establish approval of the statutes. Unless owners declaration based on the distribution rights to the house and land ownership of units in the contract or agreement for the construction, is required for approval of an approval of the owners of all units.

(2) The Statutes shall contain at least

- a) the title containing the word "owners" and the designation of the house, for which the owners was created,
- b) the office designated in the house for which the owners created, if not possible, another suitable place,
- c) membership rights and obligations of unit owners, and how they are implemented,
- d) identification of bodies, their scope, the number of members of elected bodies and their term of office, as well as the manner of convening, meetings and quorum,
- e) identification of the first members of the Board,
- f) the rules for managing the house and land and the use of common parts
- g) rules for the creation of the Community budget for management fees and reimbursement of house prices and services for the method of determining the amount paid by individual owners of units.

(3) The statutes require the form of a public document. This does not apply, so far as the community with the declaration of the distribution rights to the house and land ownership of units in the contract agreement for construction.

§ 1201

It was the owners' declaration based on the distribution rights to the house and land ownership of units in the contract or agreement for the construction, account changes to the statutes made before the owners.

§ 1202

(1) Until the founder of a majority of owners, is the manager of the house and grounds. For this purpose the parties to the construction looks like one person.

(2) The management of the rules specified in the declarations and decisions in matters of administration shall apply mutatis mutandis the provisions of congregation. The decision, the owners of units the controller, shall be disregarded in determining the votes more than the sum of the administrator of votes of all other unit owners.

#### § 1203

If the controller loses majority, shall within sixty days as a statutory body of the owners' application for registration of owners in a public register and not later than ninety days shall convene the Assembly. Failure to do so, you may do so by any owner of the unit.

#### § 1204

##### Establishment owners

Owners created on registration in a public register.

#### § 1205

##### Authorities owners

(1) The highest body is the owners' meeting. The statutory authority of the Committee, unless the statutes indicate that a statutory body president owners. If statutes establish other institutions, they can not establish the scope of the reserved Assembly or statutory authority.

(2) eligible to be elected member representative body or legal person as a member of such a body is the one who is completely blameless Every competent and is as defined in other legislation regulating business activities.

#### Assembly

#### § 1206

(1) The Assembly consists of all owners of units. Each has a number of votes equal to the size of its share in the common areas, however, if the owner of the unit owners, to his vote shall be disregarded.

(2) The Assembly shall be eligible in the presence of a quorum of unit owners who have a majority of votes. Decisions shall require approval of a majority of votes of unit owners, unless the statutes or the law require a higher number of votes.

#### § 1207

(1) Statutory authority of the Assembly to convene a meeting to be held at least once a year. Statutory authority shall convene the Assembly initiative from owners who have more than a quarter of all votes, but at least two of them, failing that, they summon the owners meeting to meeting at the expense of owners themselves.

(2) If the invitation attached documents relating to the agenda of the session, convener to each unit owner in time to become acquainted with them.

#### § 1208

The scope includes gathering

- a) change of statutes,
- b) Change the declaration of the distribution rights to the house and land ownership units
- c) election and dismissal of members of elected bodies and deciding the amount of remuneration,
- d) the clearance, settlement results and reports on management and administration of owners of the house, and the total amount of contributions to the administration building for the next period and a decision on billing or settlement of unspent contributions
- e) approval of the type of service and the amount of advances for the payment and billing method of pricing services to units
- f) decision
  - 1) membership in the owners' legal entity operating in the area of housing,
  - 2) change the purpose of use of house or apartment,
  - 3) a change in floor area,
  - 4) the total or partial merging or splitting units
  - 5) change the shares of common parts
  - 6) a change in the determination of the common parts used for the exclusive use of the unit owner,

- 7) the construction or repair of the common treatment if they exceed the amount fixed costs of implementing legislation, this does not apply where the articles determine otherwise,
- g) granting prior approval
- 1) the acquisition or disposal of immovable load or other handling,
  - 2) the acquisition or disposal of movable load, whose value exceeds the amount specified in an implementing regulation, or other handling; this does not apply where the articles determine otherwise,
  - 3) the loan agreement, including approval of owners of the amount and terms of credit,
  - 4) an agreement on the establishment of a lien on the unit, provided that the unit owner in writing to the closure of the pledge contract agreed
- h) determining a person who has some management activities to ensure the house and land, and its decision to change, as well as approval of a contract with that person and the approval of a change in the contract agreement on price or range of operation,
- i) deciding on other matters specified in the statutes or the matters which the Assembly to set aside the decision.

#### § 1209

(1) Where, for an important reason, the unit owner or owners if the owner of the unit, ask the court to decide on the matter, in so doing, may also suggest that the court temporarily prohibited act under the contested decision. If the application is filed within three months from the date of the decision of the unit owner knew or could know, their right ceases.

(2) Where, for an important reason, each unit owner to request the court to rule on the matter was properly submitted to the Assembly for decision, but decided that was not a quorum for a meeting with the disability.

#### Decisions outside the meeting

#### § 1210

(1) If the Assembly convened quorum is eligible, the person who is authorized to convene the Assembly, propose in writing within one month from the date on which the meeting was convened to decide on the owners of units of the same issues out of session.

(2) In other cases it may be outside the meeting to decide if they accept articles.



§ 1211

The proposal must include at least the draft resolution, the documents required for the assessment or data, where available, and indicate the period in which the unit owner comment. Unless the statutes provide a longer period, the period is fifteen days.

§ 1212

The validity of a vote to require signoff owner of the unit with the date, month and year it was taken, signed by his own hand on the document containing the full text of the draft decision.

§ 1213

Statutory authority shall notify the owners of units in writing the result of voting, and if the resolution is adopted, telling them the whole content of the resolution. Failure to do so without undue delay, the announcement made at the expense of the owners, who proposed the resolution.

§ 1214

The decision by a majority vote of all unit owners, unless the articles require a higher number of votes. Changing the units, to all owners of the size of the common areas or change if the ratio of contributions to the management of house and land otherwise than due to changes in shares of common parts, requires the consent of all unit owners.

Cancellation owners

§ 1215

(1) owners shall be repealed on the date of termination of ownership rights to all units in the house.

(2) By the unit owners association of owners can be revoked if it was based on a voluntary basis or if the number of units in the house fell to fewer than five. In this case, the owners of units shall adopt rules to manage the house and land and for contributions to it.

§ 1216

When canceling the owners' disposal is performed. The rights and obligations of owners pass on the disappearance of the owners of units at the rate set by the share of each unit owner for common parts.

Subsection 6

Cancellation of housing ownership

§ 1217

(1) agreement between the owners of units on the conversion of residential property in the ownership of immovable property units, changes in unit residential property ownership registration in the public list. It is considered that the size of each co-owner co-ownership share equals the size of the proportion that had as the owner of units in common areas.

(2) If all units in the house jointly owned and agree to the couple on the conversion of apartment ownership real estate property in the common property, residential property changes in the ownership of immovable property jointly owned by the public record in the list.

(3) The agreement referred to in paragraphs 1 and 2 must be in writing.

§ 1218

(1) If all units in the house ownership right and declares only owner when changing the ownership of units to ownership of real estate property, residential property registration lapse into the public list.

(2) requires a statement in writing.

§ 1219

When the unit load required for the validity of the agreement or statement of cancellation of the housing property of a person authorized in substantive rights granted in writing.

## Subsection 7

### Common provisions

#### § 1220

(1) Whenever the statement, it shall prepare its full text of the person responsible for managing the house and without undue delay is to establish a collection of documents by the authority with which the registered immovable thing in a public list, this applies even if the statement must include the requirements contained in the contract for construction.

(2) If the person responsible for managing the house is registered in a public register, establish without delay a statement in full and the collection of documents by the authority which maintains a public register.

#### § 1221

Unless the provisions of the owners something else, shall apply mutatis mutandis to the league. Not apply, the provisions of the Assembly of Delegates, member meetings or partial replacement of the membership meeting.

#### § 1222

The implementing legislation sets out how to calculate the floor area of dwelling unit, which parts of immovable property shall be deemed to be common, and details on activities related to the management of house and land.

## Section 6

### Additives ownership

### General Provisions

#### § 1223

(1) Case belonging to several owners together of separate things to such use, that these things produce locally and to define a whole, and to serve a common purpose so that it is not without use of separate things may well be additive in the ownership of their respective owners. If a food co-ownership of intangible assets recorded in the public register shall be entered on the public list of additives and co-ownership.

(2) The provisions of the additive co-ownership shall apply mutatis mutandis to equipment purchased or otherwise acquired by the owners referred to in paragraph 1, a common cost to serve them all.

#### § 1224

(1) Case in additive ownership may not be against the will of one of the co-owners deprived of common purpose.

(2) the case may be loaded in additive ownership in ways which do not impede its use of common purpose.

#### § 1225

(1) None of the co-owners can not be prevented from participating in matters in additive use of co-ownership in a way that corresponds to a common purpose and does not prevent it being used by other co-owners.

(2) Waiver of participation in the use case in the ownership of some additive effects of co-owner has his legal successor.

#### § 1226

Used if the matter in additive joint ownership of the land use, determine the shares of ownership in the common cause of land area ratio. The joint owners shall prevent the size of shares negotiated otherwise.

#### § 1227

(1) share things in additive ownership can be transferred only under the current transfer of ownership of things for whose use in a matter of ownership is additive. Converts to the ownership of such things, the transfer is subject to share things in additive ownership.

(2) This applies to the load option to purchase, the right to repurchase or similar process, as well as for the establishment of a lien or equivalent security.

#### § 1228

(1) Extract from adjunctive ownership can be provided that the case, for whose use the thing to have ownership of additive was used, dissolved or changed its purpose and that the case in additive ownership is no longer needed.

(2) For the same reason, any of the other co-owners to request the court to participate in the co-owner co-ownership additive canceled and ordered to pay its share for the remaining co-owners in proportion to their shares.

#### § 1229

Cease to matter in additive ownership of its purpose ceases additives and co-owners co-ownership deal with the general provisions on the abolition of ownership. Until this purpose takes ownership of additives can not be canceled.

#### Governance in additive ownership

#### § 1230

Unless the joint owners otherwise elect to manage things in common additive ownership of one of the joint owners as an administrator. If the administrator is not elected co-owners after three months, is appointed by the proposal co-owner of any court.

#### § 1231

(1) If no other agreement, the administrator selects a majority of co-owners, each co-owner has one vote.

(2) Co-owner, who did not vote for the election administrator may request the court administrator to appeal if they are important reasons for it, and to appoint an administrator of another co-owner. If the application is filed within thirty days of the decision, the right to submit it expires.

#### § 1232

It will take the co-owner of the routine administration matters in additive ownership of their will, and none of the other co-owners for three months does not, or made any proposal under § 1230, looking at him as if he was elected trustee.

#### § 1233

(1) Unless other arrangements are sufficient to appeal the administrator majority ownership, however, if the administrator is appointed by the court, his co-owners can withdraw at least two-thirds vote of the venturers.

(2) Whether the trustee has been called however, revoke it for cause upon the motion brought by shareholders, who have at least a third of the votes.

#### § 1234

From a legal administrator in matters of conduct routine administration manager and co-owners are entitled and obliged jointly and severally.

#### § 1235

(1) The management of the additive in the case of joint venturers contribute proportionately to the size of their shares. The costs associated with managing things in additive lodge co-owned co-owners for the attention of the appropriate backup administrator, unless otherwise agreed, the deposit payable at 31 January.

(2) How many total amount of advances, co-owners decide by majority vote. In the absence of co-owners of such decision by the end of the previous year, the total deposits for the next year to set the amount of the advances in the last year increased by a tenth. If you can not advance this sum to determine the proposal determined by the court administrator.

## Section 7

### Special provisions for community assets

#### § 1236

Where the matter has come into possession of more persons related by contract, law or other legal elements involved in the community, whether they are spouses, persons involved in the family community, a community of heirs or other similar community, the way each of these is entitled to the whole thing.

#### § 1237

The rights and obligations of owners in the community associated with the governing provisions under which the community was established. The provisions of § 1238 and 1239 shall apply unless specified otherwise.

#### § 1238

(1) Unless otherwise agreed, requires the exercise of ownership rights and management of common things a unanimous decision by all concerned.

(2) Unless otherwise agreed, can not claim the division of these things until the community takes to handle even share a common cause.

#### § 1239

Title to the common cause terminates the theft or disappearance of community, to tackle the provisions on co-ownership.

## Part 5

### Rights to strange things

Section 1  
Right to build

Subsection 1  
General Provisions

§ 1240

(1) Land may be encumbered property right of another person (the builder) have on the surface or beneath the surface of plot construction. It does not matter whether the building has already been established or abusive.

(2) The right structure can be established so that it applies to land which is not needed for construction, but it serves to better use.

§ 1241

Right to build can not be established on the land on which seriously právo running counter to the purpose of construction. If land encumbered by a lien, it can be loaded with the right to build only with the consent of the pledgee.

§ 1242

Building right thing is immovable. Construction of buildings complying with the law is a part, but also subject to the provisions of immovable property.

Subsection 2  
Establishment and termination of the right to build

§ 1243

(1) Right to take construction contract usucaption or, if so provided by law, by public authority.



(2) The right of construction established by the treaty creates an entry in the public list. Entry into the public list is subject to the right of construction incurred by public authority.

#### § 1244

(1) The right structure can be established only as a temporary and must not be established on more than 99 years. The last day of the period for which established the right to build, it must be visible from the public list.

(2) If the builder gained the right to build usucaption, take it for 40 years. If just for that reason, the court time for which the right of construction established to draft the parties shortened or extended.

#### § 1245

Duration of construction can be extended with the consent of the persons for whom they are registered on the site load in order for the right building.

#### § 1246

Not restrict the right to build an expiry condition, if it was an expiry terms of the agreement, to disregard it.

#### § 1247

If the law has been established for payment of construction and arranged stating if payment in installments as construction salary benefits, burdens the right to build as a real burden. Disregard the arrangement under which the amounts of construction salary depends on an uncertain future events, this does not apply if the Agreements are dependent on the amount of construction wage rate appreciation and depreciation of money.

#### § 1248

Waives the right to build the builder, the owner may transfer the land burdened by documents proving this fact right to build to a period which has not expired on oneself or another person.

## § 1249

When the right to build before the end of its time, there will be legal consequences of deletion of the substantive right to build právu belonging to the person for whom the building was to the right to a public list of registered property right, to the demise of substantive law. However, if the person consenting to the cancellation, there will be legal consequences of the cancellation right to build its substantive law to have this deletion.

### Subsection 3

#### The legal status of the right to build

## § 1250

As for the satisfactory construction and the building has a builder the same rights as the owner, if there are other use of the land burdened the right to build, has the same rights as beneficiary, unless agreed otherwise.

## § 1251

- (1) A contract may save the builder to carry out the construction within a certain time.
- (2) If nothing else agreed, the builder has an obligation to maintain the building in good condition. The contract may oblige the builder to insure the building.
- (3) The owner of land may be reserved for approval of a factual or legal proceedings of the builder, but even if the owner of the land is reserved, can not withhold consent to a legal action that is not to its detriment.

## § 1252

- (1) Right building can be converted and loaded.
- (2) If you reserve land owner consent to the right to build the load, reservation shall be entered into the public list. In this case, the public can load the list, right to build only with the consent of the landowner.

## § 1253

Building right passes to the heirs and the other general legal successor.

## § 1254

The builder has the option to purchase the land and the land owner has a right of first refusal to the right of the building. Ujednají If the parties otherwise, it writes it into the public list.

## § 1255

If nothing else agreed, can the owner of the building site builder the right to build at the end of the period for which it was established for the construction of a replacement. Compensation shall be half the value of the building at the time the right to build, unless the parties otherwise ujednají.

## § 1256

Lien and other rights encumbering on the law affecting the construction of a replacement.

## Section 2

### Easements

#### Subsection 1

##### General provisions for the ministry

## § 1257

(1) Case may be burdened by the ministry, which affects things like the owner of the property right so that they have something to another to suffer or to abstain from something.

(2) The owner may encumber his property servitude in favor of its other property.

## § 1258

Servitude includes everything required for its performance. If the content or scope of the ministry is intended, be assessed according to local custom, if not even that, it is considered that the size or content of less rather than more.

## § 1259

Who is entitled to the ministry, may seek protection of their rights; § 1040 to 1043 shall apply *mutatis mutandis*.

### Subsection 2

#### Acquisition ministry

## § 1260

(1) servitude is acquired by contract for the acquisition usucaption death or the time necessary for withstanding the ownership of the things to be burdened with servitude. By law or by a public authority to take the ministry in the cases provided by law.

(2) The relevant ministry withstanding public good is *vydržitelkou* municipality in whose territory the thing found.

## § 1261

Land designated for forestry land may be charged to the ministry, grazing or servitude servitude berries just taking contract, purchase, or in case of death by public authority. Such a servitude may be established only as redeemable and conditions of purchase must be at the establishment ministry has identified in advance.

## § 1262

(1) Where an act legal servitude on the matter recorded in a public list, there is a record in such a list. If there is to the point of servitude registered in the public list on the basis of other legal fact shall be entered into the public list in this case.

(2) Where an unregistered servitude to the point in a public list, there is the contract.

### Subsection 3

#### The legal status of servitude

#### § 1263

Authorised Officer shall assume the cost of maintaining and repairing things, which is intended for the ministry. But if he uses things and the one who is burdened servitude, he is obliged to contribute a relatively cost or the use of refrain.

#### § 1264

(1) If the rate determined by the ministry decides reigning need of the land.

(2) servitude is not changed by a change in scope of service or the prevailing case or change the prevailing farming land.

#### § 1265

(1) land servitude can not be combined with any other prevailing land.

(2) Personal servitude can not be transferred to another person.

(3) The space below the surface can be of use to establish property rights as alienable and inheritable.

#### § 1266

The things you can set up several of the ministry, if not later, the right to undermine the rights of elders.

#### Subsection 4

#### Some of the land ministry

#### Servitude utilities

#### § 1267

(1) utilities servitude is a right and at his own expense a suitable and safe way to set up a ministerial land or lead him through the water, sewer, power or other lines, operate and maintain. Landowner to refrain from anything that leads to a threat utilities, and if it is discussed with him beforehand, to allow an authorized person to enter the land as long as necessary and to the extent necessary for inspection or maintenance of utility lines.

(2) If it is expressly stipulated servitude includes the right to establish, maintain and have on a business property also necessary operating equipment and the right to make adjustments to utility network for the purpose of upgrading or improving its performance.

(3) The authorized person shall make the owner of land documentation utilities at the named range, and unless arrangements to the extent necessary to protect its legitimate interests.

#### § 1268

If the matter can not stand the sudden damage to utility lines delay, procure the repair of an authorized person without prior consultation, but the persons concerned shall immediately notify the implementation of repairs, mark her place and secure. After menial work site shall at his own expense to the previous state and damages caused by performing the work.

#### § 1269

#### Pillar of foreign construction

Who is obliged to accept foreign debit building, will also help to maintain relatively walls or supports, but is not obligated to prop the reigning land.

#### § 1270

#### Servitude gutter

(1) Who has a gutter servitude has the right to blame rainwater from your roof to foreign immovable thing, either alone or in the gutter, your roof can increase only to impede the servitude.

(2) Who has a gutter servitude, the conduction channel, if it was set up, maintain in good condition. It must also, when many think of snow, snow in time to eliminate.

#### § 1271

##### Right of gutters

(1) Who has the right to leakage of rainwater from the roof adjacent to his property, he pays the cost of equipment needed to do.

(2) If a gutter downspout needed or similar device shall bear the costs of establishing and maintaining the reigning owner of the land.

#### § 1272

##### The right to water

(1) Who has the right to water in the foreign land also has access to it.

(2) Who has the right to blame the water from a foreign land to his or her land to a stranger, may at his own expense to establish and maintain the equipment needed to do, and their scope shall be directed to the reigning land.

#### § 1273

##### Servitude flooding

(1) flooding servitude based owner of the water works, which enables managed floods overflow, flooding the ministerial right of land water. Servitude includes the right of the dam to have and maintain land for business service facilities, and if it is expressly agreed, be carried out on them at the water treatment works in order to upgrade or improve their performance.

(2) A landowner shall refrain from anything that leads to a threat of water works and service facilities, if discussed in advance with him, to allow an authorized person to enter the land as long as necessary and to the extent necessary.

(3) The provisions of § 1267, paragraph 3 and § 1268 shall apply mutatis mutandis.

## Servitude trails, and paths průhonu

### § 1274

(1) trails servitude is a right to go after her or after transport by human power and the right to others the path came to an authorized person and walked away from it or are transported by human power.

(2) servitude right path does not drive in on a business site, or drag the animals after the ministerial land burdens.

### § 1275

(1) establishes the right of servitude průhonu herding livestock through the ancillary site. The servitude průhonu involves the right to ride other than motor vehicles.

(2) If the land plot servants designated to perform functions of the forest is prohibited to establish a servitude průhonu cattle. If the decision is a public authority that the site is a service designed to fulfill the functions of the forest to establish such a ministry, the ministry expires.

### § 1276

(1) servitude is a right way to ride over any ancillary land vehicles.

(2) The ministry does not set out the right way průhonu.

(3) A person who belongs to the ministry path, rather contributes to the maintenance of routes, including bridges and bridges. Owner služebného land contributes only when the device is used.

### § 1277

Area for the exercise of ministry trails, paths or průhonu must be proportionate to the need and location. When Will the trail, path, or impassable průhonu random effects, one can claim to be recognized alternative area before they are listed in the previous state.

## Right grazing

### § 1278



If not specified the type, number or range cattle grazing and time when the law has established pasture, protects the peaceful ten-year tenure. If in doubt, the provisions of § 1279 to 1282.

#### § 1279

(1) The right of grazing shall apply to any type of livestock, but not to pigs and poultry. Animals excessively dirty, sick or strange are excluded from grazing.

(2) If the land plot with the servants forests is prohibited to establish a servitude of grazing cattle.

#### § 1280

(1) Changing the number of cattle paseného the past decade, the average firm in the first three years of grazing. If this number is not clear, according to the principles of fairness appropriate to the scope and quality of grazing, the person can not land on a business graze more cattle than he can hibernate reigning supplied with forage land.

(2) The number referred to in paragraph 1 shall nevčítají suckling.

#### § 1281

Grazing time is governed by local customs, proper management of the grazing land but not be limited or difficult.

#### § 1282

(1) The right does not include other grazing use. Generally not preclude the owner of the land rights služebného spolupastvy.

(2) If there is damage, it must be guarded cattle.

#### Subsection 5

#### Usufruct

#### § 1283

Servitude right of use provides the user the right to use a foreign thing for its own needs and those of his household. Whenever the need for the establishment of the ministry, does not it right to the user's extension.

§ 1284

The owner of the things belong to all the benefits that can be taken without reducing user rights. However, the Owner shall bear all its defects, and must keep the thing in good condition. If the costs exceed the benefits that the owner left, the user must either bear these increased costs, or refrain from taking.

Usufruct

§ 1285

Servitude usufruct provides the beneficiaries of the right to use a foreign thing and take it from fruits and benefits; beneficiary has the right to income from extraordinary things. In exercising these rights is the beneficiary must save the point.

§ 1286

The hidden thing found at the site has the right recipient.

§ 1287

Beneficiary accepts all the defects that were losing at things at a time when the ministry was established. It bears the costs, without which the fruits and benefits achieved.

§ 1288

Recipient keeps the thing in a state in which it was received, and paid the usual maintenance costs on the matter, including its recovery and customary insurance against damage. Shrinks if you still use the proper thing its value blameless beneficiary is not responsible for the recipient.

#### § 1289

(1) The owner may, after notice to beneficiary at his own expense the works, which led to the need for accident or age of the building, in which case the recipient of the owner pays a fee set by the extent to which consumption has improved.

(2) if unable or unwilling to carry out building work the owner is entitled to make the recipient alone and after consumption to demand the same compensation as an honest holder.

#### § 1290

Beneficiary is obliged to endure the works, although not necessary, unless it is his right to damage or replace it if any damage.

#### § 1291

Owner pays beneficiaries of costs that the matter be improved under the same conditions as would be required to make it nezmocněnému directors. Incurred costs if the recipient of a hobby or for decoration, the recipient of the same rights and obligations as the holder of the fair.

#### § 1292

It is considered that the case when the recipient received it, the middle quality in a state fit for normal use and that when it was all such use is necessary.

#### § 1293

When finished drinking, the fruits belong to the owner still unseparated. Owner not replace what they spent beneficiary under the provisions on fair holder. The other beneficiary is entitled to benefits based on how long it took the enjoyment.

Common provisions

#### § 1294

Establish if the usufruct or enjoyment *zůživatelným* substitutable things, the user or recipient to deal with things according to his will. When his right ends, returns the same number of things the same kind and quality.

#### § 1295

(1) The user or recipient of principal interest is imposed on the right only to that interest. Interest due from users or beneficiaries of the principal, the result of some changes that will replace the previous principal.

(2) The user or beneficiary and the creditor to decide together if the principal what to do. Unless otherwise agreed to the court.

(3) The debtor may only exempt debt principal repayment and the lender together, who is the user or beneficiary. Each of the two, the lender and the recipient or user, can claim only that the principal has passed both the notary or judicial custody.

#### § 1296

The owner may not claim or entitle the user to ensure the substance, unless it is in danger. If security is given, the owner may claim or issue of decent things for surrender.

#### Servitude flat

#### § 1297

If the ministry set up the apartment, shall be deemed to have been established as a servitude of use.

#### § 1298

The owner shall have the right freely to dispose of all parts of the house, which is not flat servitude, and not be impeded by the necessary supervision.

## Subsection 6

### Termination of ministry

#### § 1299

(1) expires servitude lasting change, for which the maid thing can no longer serve the prevailing land or beneficiary.

(2) When causing a permanent change in gross disproportion between the load and the advantage of serving things reigning land or an authorized person, the owner may claim the maid thing reduction or abolition of ministries for reasonable compensation.

#### § 1300

(1) agree to the abolition of the ministry recorded in a public list, disappear from public servitude cancellation list.

(2) The period for which it was established servitude to someone, you can still negotiate the servitude shall cease to reach any other person of a certain age. In this case, it is considered that the earlier death of that person does not have influence on the duration of the ministry.

#### § 1301

The combination of property and servants reigning things in one person servitude extinguished.

#### § 1302

(1) Personal servitude upon his death the beneficiary; the extension of the ministry and to the heirs, it is considered that they are the legal heirs of the first class. It took the personal servitude legal person, takes the ministry as long as it takes this person.

(2) Use the service factory servitude, transfer or assignment shall not cease business or a part thereof, which will be operated as a separate race.

## Subsection 7

## Real burdens

### § 1303

(1) Where a case is registered in the public register can be loaded with real burden so that the temporary owner of the matter is the subject committed against a person authorized to give her something or do something.

(2) For the same weight can be a real burden and a few things.

### § 1304

Unlimited real proof can be established only as redeemable and conditions of purchase must be pre-determined already in the establishment of a real burden.

### § 1305

Where an actual burden of legal conduct, there is a public record in the list.

### § 1306

Does the real burden in the repeated performance may be retained dose or replacement as required of a person for whose benefit property rights came as the present owner, but only things of real burden loaded.

### § 1307

(1) The owner burdened refrain from all things, what would do worse to the detriment of the beneficiaries of a real burden.

(2) Where the matter is not sufficient proof of guilt to the real owner or its absence, which becomes apparent only later, such a degree as it was when it was set up for it, the owner corrects the condition of a security or otherwise that the person entitled to the real burden suffered damage.

## § 1308

The extinction of real burdens are similar provisions for termination of servitude.

### Section 3

#### Lien

##### Subsection 1

##### General Provisions

## § 1309

(1) When a debt secured by a lien creditor is entitled to arise, if the debtor fails to properly and timely debt, satisfaction from the proceeds of liquidation of the collateral named above, and if this arrangement, the amount of the claim with accessories on realizing collateral.

(2) prohibits arrangements to establish a lien shall have effect against a third party only if the ban on the Register of Securities pursuant to other legislation or in the public list, or if it was known.

## § 1310

(1) arrest may be every thing to which can be traded.

(2) The lien may be established as well as things to which the pledgor ownership only arises in the future. If such a thing written in the public list or register of pledges, write to the lien, unless the owner agrees things.

## § 1311

(1) can be pledged to ensure a certain level of debt or debts which amount can be determined at any time during the term of the lien. Can be secured by a lien debt and non-monetary fine, suspension or even one that has yet to arise in the future.

(2) pledged as possible to ensure a certain type of debts arising from the debtor against the pledgee at some time or various debts arising from the pledgee to the same legal grounds.

## Subsection 2

### Stopping

#### § 1312

(1) establishes a lien security agreement. In it the ujednají what's arrest and what the debt is the lien, provided the debt is still immature or more debts, it is sufficient to negotiate, to which the maximum principal amount of the security it provides.

(2) Collateral may be identified individually or by other means so that it can be determined at any time during the term of the lien.

#### § 1313

The lien provided by debt and its accessories, if specifically agreed, then the penalty.

#### § 1314

(1) Where the movable property as collateral delivered to the pledgee or a third person to be cherished for the pledgee, the pledge is required for a contract in writing.

(2) pledge agreement takes the form of public documents,

- a) If a pledge or other plant matter mass,
- b) if a pledge immovable thing that is not subject to registration in a public list, or
- c) if a lien on movable assets created by registration of pledges.

#### § 1315

### Prohibited arrangements

(1) prohibit the arrangements under which the debtor or the pledgor may pledge to pay.

(2) Until the secured debt is reached, shall be prohibited to negotiate the

- a) the mortgage lender will not seek satisfaction of mortgage,



b) the creditor may redeem the pledge in any manner or for any of it, or a predetermined price may maintain or

c) the creditor may take a pledge of fruits or benefits.

(3) If the pledger or lien debtor is a consumer or a person who is a small or medium-sized enterprise, account shall be taken to an arrangement with contents as specified in Paragraph 2. b) whether it occurred before the maturity of securitized debt, or even after secured debt reached.

#### § 1316

Lien on the matter recorded in a public list, there is an entry in this list, unless another law provides otherwise.

#### § 1317

(1) lien on movable assets created submitting the pledgee. If so requested by the pledgor, the creditor shall give him a bond, which describes the arrest so that the other things sufficiently distinguished.

(2) Delivery of movable assets can be replaced with a sign so that the case be marked as stopped. Was created to mark a lien, you can call him to a third party, unless in good faith, otherwise it is considered that the case was not marked.

#### § 1318

Determine if the security agreement, there will be a lien on movable property by the pledgor or pledgee to a third party submits a matter to be cherished for a mortgage lender and mortgage borrower. Unless otherwise agreed, the pledgor pays the associated costs.

#### § 1319

(1) Determine if the security agreement, there will be a lien on movable assets entered in the register of pledges.

(2) A lien on real estate property in the public list nezapisované to race and movable mass arises by registration of pledges.

(3) Registration of Securities performs notary who wrote the pledge agreement, without undue delay after the conclusion of the pledge contract.

#### Stop shares in a corporation

##### § 1320

(1) If you can freely share in a corporation to transfer, it can also establish a lien, where the proportion can be transferred only under certain conditions, is required to meet the same conditions during his suspension. This does not apply if the share of social contract stopping prohibited or restricted.

(2) If a security interest constituted, is only the eligible collateral security.

##### § 1321

The contract, which the corporation adopts to pledge their own interest are taken into account.

##### § 1322

(1) The lien created by the registration of shares in a public register in which the corporation is registered.

(2) the pledgor or the pledgee shall notify the corporation establishing the pledge without undue delay; notification is not required to give the competent authority of the corporation to stop the share agreement.

##### § 1323

If the proportion of voting rights, the pledgee is to perform only if it has been agreed.

##### § 1324

(1) If, claim becomes a lien creditor is entitled to monetary and other contributions in kind arising from participation in the corporation up to the amount of secured debt. This performance is included to cover the debt, unless the parties otherwise ujednají.

(2) denies the individual debtor or lien debtor in court proceedings or the existence of the debt, provided the transactions referred to in paragraph 1 without undue delay after the amount of debt or the existence of the court, by this time not in default the person who has a performance to provide.

#### § 1325

Pledgee shall start execution of the lien to all shareholders. If these companions to share the right of first refusal, right of first refusal shall lapse does not apply if the partners in liquidation of collateral.

#### § 1326

If this was agreed, the pledgee acquires the pledged share the moment when the realization of his attempt to share in the exercise of the lien failed. Unless agreed that the pledgee shall have that time pledged share, the mortgage lender from that time companion to exercise rights attached to shares.

#### § 1327

(1) If the pledgee when you try to share liquidation failed, it may be a lien on the debtor to seek to him on normal commercial terms transferred the pledged share to cover the debt. Does not apply if the pledgee his right within one month from the date of his attempt failed for the realization of the share, the right expires.

(2) does not transfer the mortgage borrower share the pledgee within one month of being asked to do, pledgee may demand that the content of the contract by the court.

Stop securities or book-entry security

#### § 1328

(1) A lien on a security arises handing the pledgee. Determine if the security agreement, there will be a lien on a security by the pledgor or pledgee shall send a copy of a security and pledge agreement to a third party in order to arrest them cherish.

(2) The creation of a lien on a security is required to order and pledge endorsement containing the clause "to stop" or other words with the same meaning and designation of the pledgee.

(3) Ujednají If the parties that a lien on a security to bearer lien created entry in the register of pledges, collateral is required to surrender a person to pledge collateral in the register to record the duration of the lien.

#### § 1329

(1) If the securities already in custody, there will be notifying the lien of the pledgee or the pledgor notified to the custodian along with the copies of the pledge contract. Receipt of the notification is true that the security is kept to a lien creditor and the debtor's pledge together. The provisions of § 1328 paragraph 2 shall not be affected.

(2) Who hid securities business in a way marked the halt in its records so that it was clear who is the pledgee; store it separately, unless it is a mass storage.

#### § 1330

If he is a security no longer stop at a third party under contract with the owner, may be a security for the duration of the lien lien issued by the debtor without the consent of the pledgee.

#### § 1331

(1) The book-entry security creates a lien notation on the account owner in the records. Entry made by the person authorized to keep these records in order of lien debtor to the detriment of his account. Where a statement of lien creditor, debtor or the pledgor personally, shall be recorded lien, when the principal demonstrates the establishment of a lien.

(2) The lien deleted from the records of a person authorized to keep such records. Where a statement of lien debtor, the debtor or the pledgor personally, it clears the lien, if the principal proves that there is a fact that would normally cause extinction of the lien.

## § 1332

(1) For the duration of the lien to a security lien creditor may exercise the rights associated with the pledged security to the extent the named parties.

(2) The income and other monetary payments of securities, the provisions on the implementation of the pledged assets, unless the pledgee waives this right in favor of the lien debtor.

### Stopping the account owner's book-entry securities

## § 1333

The book-entry securities account, there is a lien on the account entry in the register. For registration and deletion of lien § 1331 shall apply mutatis mutandis.

## § 1334

(1) lien on the account owner's book-entry securities shall apply to all securities that are registered on the account of the lien on securities transferred to the account stopped for the duration of the lien. The provisions governing the lien on individual securities are securities listed on the account stopped accordingly.

(2) If the transfer of the pledged securities account with the prior consent of the pledgee, shall lapse and transfer the lien to this valuable paper.

### Stopping claims

## § 1335

(1) Stop can claim that you can transfer it to another. If the claim of lien pledge of the debtor's mortgage lender, debt and debt do not expire fusion persons creditor and the debtor.

(2) A lien on a claim arises effective security agreement, unless a later time is an arrangement, the effects of the pledged assets to the debtor, however, becomes a lien, pledge until he is notified to the debtor or lien creditor proves. This does not apply if the parties have negotiated a lien entry in the register of pledges.

## § 1336

(1) Before maturity of the secured debt, the borrower can meet the pledged claim only integrally pledgee and pledgor. Each has the right to ask the borrower to impose performance for both of them into custody with a third party, unless the mortgage lender and mortgage borrower a custodian, it shall determine the proposal from one party to court. If, secured debt, the pledgee shall Broker everything you need to its satisfaction.

(2) If the secured debt due, the pledgee has the right to claim the mortgaged debtor fulfills his alone; apply to them, shall submit a report to creditors pledged receivables. If you become debt have stalled due, the pledgee has the right to be ceased.

#### § 1337

Where the mortgaged assets of the funds issue a lien creditor lien debtor everything exceeds the secured claims and expenses, including equipment, whose replacement has a lien creditor law. Where the other thing is, becomes a lien on the subject.

#### § 1338

(1) If required by the legal maturity of the pledged receivable creditor negotiations, especially dismissal or withdrawal, it shall not be required consent of the pledgee. The pledgee may demand that the creditor is legally acted, if there is a threat to security.

(2) If the debtor's legal actions, legal proceedings to have such effects when it was announced and the pledgee.

#### § 1339

If there was a lien agreed to a receivable account, a lien creditor is entitled to order the person who leads the account that he paid the account balance to the amount of secured debt, unless he notifies the amount and maturity of the secured debt.

#### § 1340

The provisions of § 1336 and 1338 shall apply if the parties neujednají something else. To negotiate with the lender needs to make a statement or other conduct legal consent of the pledgee, the lender may seek consent if there is a threat to security.

#### § 1341

##### Future lien

(1) If a pledge to become the thing to which the pledgor liens only arise in the future, there will be a lien acquiring ownership mortgage debt.

(2) Where required the registration of the lien in the public list or to register pledges and if there was a future recorded lien, the lien arises acquiring ownership of a mortgage borrower.

#### § 1342

##### The lien of the public authority's decision

Where an lien by a public authority, there is a lien judgment is enforceable unless it is determined later time. If otherwise, the lien of the required registration or collateral to a separate public list, the lien is recorded there.

#### § 1343

##### Stop Foreign Affairs

(1) can give the pledgor as collateral strange thing only with the consent of the owner.

(2) gives the pledgor as collateral pledge foreign matter without the consent of the owner, the lien arises, if the matter is handed over to the pledgee, and he takes it in good faith that the pledgor is entitled to stop the thing.

(3) If a man has pledged to things incompatible with the substantive law, a lien, the provisions of paragraphs 1 and 2 accordingly.

#### § 1344

Stops the pledge pledger foreign matter in the race and pawnshop unless a thing pledger owner told the owner to plant operators zastavárenského right to release things, if he proves that the matter

lost by loss or willful act of the nature of the offense. Zastavárenského plant operator is allowed to require the owner to give him things before paying the amount paid to the pledger or Accrued Interest.

#### § 1345

##### Vespolné lien

For the same debt can stop one another a few things. It provides the same debt several separate pledge, the pledgee may satisfy any of them or all of the collateral.

#### Subsection 3

##### Extent of lien

#### § 1346

(1) The lien applies to the arrest, its growth and accessories, security agreement unless designated otherwise. The fruits and benefits of the lien applies only to those that are not separated.

(2) If the pledged asset belongs to the pledgee and any law that provides asset.

#### § 1347

When things stop mass lien applies to zástavcovy individual things belonging to her arrest and used everywhere. The lien applies to every single thing that things will be added to the public, and terminates on each individual case, which separates from the bulk matter.

#### § 1348

If you negotiate for the duration of the lien to bulk things separate lien on the individual case, which belongs to the pledge, lien arises. Established if certain things lien before the case was added to the bulk or mass than the thing stopped, the provisions of the order of lien.

#### § 1349



The duration and extent of the lien does not affect a security or exchange of securities pledged by the issuer lien debtor for another security, or conversion of securities in book-entry securities or the conversion of book-entry security to security. Emerges from the exchange or conversion of securities to the order, he shall affix a lien prior to endorsement by the issuer of a security person authorized to have security with him.

#### § 1350

(1) Converts to the new thing in pledge, lien and loaded with a new thing.

(2) Connects to the arrest of other things, the pledgee has the right to restore the previous state at the expense of the lien debtor. If possible, the lien shall debit the whole thing, but only to the value of collateral at the time of connection. If the collateral valued, it is considered that the price determines the amount of collateral valuation.

#### § 1351

When the distribution of the pledged thing debit liens arising from the division of all things.

#### § 1352

Put the two banners, staring at it for the purposes of the lien as if the merger, this does not apply if the collateral related to ensuring the fulfillment of that debt.

#### Subsection 4

#### The rights and obligations of the lien

#### § 1353

Lien debtor to refrain from doing anything which worsens with arrest at the expense of the pledgee. If it becomes an act of the debtor sufficient security pledge pledgee or insufficient to reduce the lack of assurance, mortgage borrower be adequately replenished.

#### § 1354

(1) If the arrest occurs and the insured if the insured event, full insurance from the insurance contract pledgee, shown by the pledgee insurance time on things that really his lien, or to notify her in time or lien debtor pledgor .

(2) The pledgee has the right to withhold the benefits of the insurance contract and to obtain satisfaction from him, unless his claim properly and in time, unless otherwise agreed. What exceeds the claim, including accessories and costs on the replacement pledgee has the right issue a lien creditor lien debtor.

#### § 1355

If the arrest relinquished by another without consent of the pledgee does not it against the pledgee legal effect. This does not apply if the parties ujednají that consent is not required.

#### § 1356

(1) The mortgage lender that has been handed over to arrest, it is entitled to carry the entire duration of the lien. Must take care of her as an ordinary farmer and against the pledgor has the right to reimbursement of related expenses, as an honest holder.

(2) The pledgee may use the collateral without the consent of the lien debtor and the debtor's way for the destruction of the lien, if the pledgee in good faith that the lien debtor pledgor, the pledgor is sufficient agreement. Unless other arrangements are credited benefit from the pledge to be reimbursed pursuant to paragraph 1

#### § 1357

If the pledged item delivered to a third party custody, arrest such person shall use or permit the use of another, or to hand it to another person, makes a to do so, and is responsible for the accident, which would arrest was not affected by it.

#### § 1358

Whenever the essential fact of lien registered in the register of liens or in the public and does not list the other enactment to apply for the change registration of another person shall request the change registration without undue delay, the one whom the amendment, can not be him to determine, apply for a mortgage lender enrollment changes. If this duty more than one person, it is sufficient if it meets at least one of them.

#### Subsection 5

#### Performance pledge

#### § 1359

(1) When a secured debt is due, the pledgee can satisfy a way, which they agreed to stop, or a mortgage borrower, in writing, or from the proceeds of liquidation of the collateral at public auction or sale of collateral under another law. If the pledged securities are admitted to trading on a regulated European market, will sell in this market or out of the market price determined at least for European regulated market.

(2) The pledgee to the pledgor has the right to compensation for necessary expenses incurred in the performance of the lien.

#### § 1360

If it was agreed that the pledgee may sell the collateral other than at auction, it also obliges the legal successor of the lien debtor. Lien debtor notifies the transferee in the transfer of collateral to the creditor's right to sell collateral in such a manner.

#### § 1361

If the debtor against the need for specific actions to reach the claim must be differences in these acts in the person of the lien debtor's personal and directed against a pledgor to the pledgee of collateral to satisfy.

#### § 1362

(1) The start of the exercise of a lien by the pledgee shall notify in writing to the lien debtor, the notice shall state how the mortgage satisfied.

(2) If a lien registered in the public register or list of collateral, the pledgee shall begin writing the performance of the lien in the register.

#### § 1363

It was to start execution of the pledge announced pledgor, shall, without the consent of the pledgee to dispose of collateral. Violation of the ban does not affect the rights of the assignee to whom the pledger has transferred ownership of the case in the ordinary course of business in the business, unless the licensee knew or should have known of the circumstances, that the lien with the performance began.

#### § 1364

(1) lien creditor may redeem the pledge after the first thirty days after the commencement of the exercise of a lien lien debtor announced.

(2) If the commencement of the exercise of a lien recorded in the public list or register of collateral after initiating enforcement lien creditor lien pledgor announced time limit of thirty days from the day of registration in a public list or register of pledges.

(3) If the subject of an agreement before the notice period of less, to disregard it.

#### § 1365

(1) to negotiate with the mortgage lender can sell the collateral other than at public auction shall proceed with the sale of professional care in the interest of its lien in the interest of the borrower to pledge sold at a price comparable to a thing that can usually sold under comparable circumstances in a given place and at any given time. Should the pledgee this obligation, it does not affect the rights of third parties acquired in good faith.

(2) negotiate if, as pledgee cashing collateral, the creditor may at any time during the performance of his pledge to change the way that the pledge will sell at public auction or cashing it under another law. Change the way power lien creditor lien debtor timely notifies in writing.

§ 1366

He asks if so interested in acquiring the pledged goods or the auctioneer, he proves the pledgee that start execution of said lien pledgor.

§ 1367

(1) lien debtor suffer performance pledge, the pledgee shall arrest with the instruments needed to take, sale and use and provide it with other necessary assistance. If the collateral instrument or carry a third person has the same obligation.

(2) Who has a pledge to each other, refrain from doing anything which would reduce the value of the collateral; to normal wear and tear is taken into account.

§ 1368

(1) Proceeds from liquidation of collateral to pay the claim, including equipment and costs for which reimbursement has a lien creditor law. He assured the non-monetary debt, it is considered that the creditor entitled to the amount of cash consideration usual price at the time of claim of lien, this applies even if the secured debt-kind accessories.

(2) Payment of claims arising from the liquidation of collateral pledgor same rights as if they fulfilled the debt itself.

§ 1369

Pledgee pledgor shall without undue delay after the liquidation of collateral in the form of a written report which shall contain data on the sale of collateral and its associated costs, as well as other costs for which reimbursement has a lien creditor entitled to the proceeds from the sale and use.

§ 1370

Personal debtor pays what is lacking neutrží if the liquidation of the collateral as much as the amount owing. Pledgor belongs, what is more utrží.

## Subsection 6

### Performance pledge for more pledgees

#### § 1371

(1) Really if to arrest more liens shall be determined by length of the order of lien. To be the creation of a lien registered in the public list, decided to order the instant application for registration.

(2) If the thing pledged, the pledgor to whom the title only arise in the future, determine the order of liens by the time of conclusion of the pledge contract, writes to the future to register a lien or liens in the public list, decide the order in proposals which were submitted to an entry.

(3) Really if the movable multiple liens, to satisfy the right of the pledgee of Securities registered in the register or in the public list in the order of registration priority over the law resulting in another way. Right arose submitting pledges pledgee or a third party to satisfy priority over the law resulting from the designation sign things.

#### § 1372

(1) If there is more to stop the liens, they can mortgage lenders to negotiate in writing the order. The Arrangement is effective against third persons from registration pledge, or in the public list, if required for registration of the lien in such a list. Suggest an entry by all mortgage lenders, who negotiated the order of the liens.

(2) To be agreement reduced the right of lien creditor not a party to the agreement, it has no legal effect against him.

#### § 1373

(1) The pledgee shall start with the exercise of lien creditors *zástavním* to those who enjoy the right to meet in order prior to its order. The provisions of § 1362 shall apply *mutatis mutandis*.

(2) The pledgee can redeem the pledge earlier than thirty days after notice to all creditors *zástavním* under paragraph 1 This does not apply to notify him within this period of lien creditor to whom belongs the right to meet in order prior to its turn himself *započíná* performing his or her lien; not begun when the lender to exercise its lien without undue delay, to his notice shall be disregarded.

§ 1374

(1) Execute the pledgee a lien that is first in line to meet the applicable liens (hereinafter referred to as "priority lien creditor") is transferred to the transferee of pledge unencumbered by other liens.

(2) exceeds the proceeds from the sale of mortgage debt and costs, including equipment, whose replacement has the right to impose a priority lien creditor surplus to judicial custody for the benefit of creditors, other receivables, which suggests a lien and pledge of the debtor, unless it agrees with them otherwise.

(3) The surplus will be other creditors claims, which shows a lien, satisfaction, in turn crucial to satisfy the liens. What is left, he goes lien debtor.

§ 1375

(1) Execute the lien lien creditor other than preferred, transferred to the transferee of pledge pledged pledgee of those whose right to be satisfied prior to its order. The transition load, including the pledge by the pledgee time buyer mortgage learn.

(2) lien creditor who exercises its right of lien, pledge, and the purchaser shall record the change in the person of the debtor's pledge collateral in the register or in a public list, if required for such registration of the lien, or damage caused by this.

(3) Rights of pledgee whose right to satisfy the following order of the creditor holding the lien under paragraph 1 shall apply mutatis mutandis § 1374th

Subsection 7

Termination of lien

§ 1376

Termination of the secured debt and lien expires.

§ 1377

(1) The lien ceases to exist, but claim it takes  
a) termination of the arrest,

- b) renounce a lien creditor lien
- c) returns the pledgee pledger pledge or lien debtor
- d) if an pledgor or pledgee a lien debtor pledged things cost, or
- e) the end of the period to which the lien.

(2) pursuant to paragraph 1 effects occur even if the other person has acquired the mortgaged property right things in the good faith belief that matter is not pledged as security. This does not apply if the lien is registered or collateral in the public list.

(3) If the thing and lien entered in a public list takes effect under paragraph 1 even if the arrest or in part, was transferred

- a) a security agreement specifies that the pledge or part load can be transferred without a lien or
- b) in the ordinary course of business in the transferor's business.

#### § 1378

If the lien is registered or collateral in the public list, even after its demise, it is a failure to stop stalling.

#### § 1379

(1) ceases to have a lien registered in the register pledge, the pledgee shall request without delay and cancellation of the lien is cleared. This is true even if the lien was recorded in the public list, unless the parties agreed that the mortgage lender to cancel the lien or the owner does not request asked for the registration of the lien released.

(2) The mortgage borrower has the right to request cancellation of the lien, if not expired lien expiration of the period will be deleted from the register of pledges from the public list or if it shows mortgage lien debtor demise charter confirmed the lien creditor or a court or other public Charter. A failure by the pledgee to the pledgor's request termination of the lien, damages resulting from it.

#### Subsection 8

Owner's rights to release the collateral

#### § 1380



Whenever the arrest and disappearance of the lien unless the public record on the list yet cleared lien, the lien shall be vacant and the owner can combine things loose with another lien debt, which does not exceed the original debt.

#### § 1381

Asks the owner if so, shall be entered into the public list, the lien released and ensuring that the original debt had passed, is shown by the extinction of the lien receipt confirming the lien creditor or a court or other public document. If the owner fails to loose another lien debt within ten years from registration of a lien release, his right to do so expires.

#### § 1382

If there was a public list of written release of lien, they can before the expiration of ten years together, erase the lien.

#### § 1383

If the owner did not secure a lien released new debt in the liquidation account shall be pledged to the relaxed lien on the distribution of proceeds.

#### § 1384

Undertakes to the owner of the establishment of a lien or later, that a lien registered in the order does not provide advantageous new debt, and if necessary in the public list of registered, can not be relaxed to ensure a new lien debt, while it lasts for a lien creditor in whose favor of the owner committed.

#### Subsection 9

#### Replacement of the lien

#### § 1385

If there was a lien recorded in the public list, the owner may request the matter to a lien in the order of things stagnant and to ensure debt does not exceed the original debt, the lien was registered under the condition that a year after recording a new lien, the old mortgage právo deleted.

#### § 1386

The deletion of the old lien may require the owner of the goods or creditor on whose behalf it is to be a new lien. Failure to do so with the success of a year, a new lien expires end of this time. Competent public authority of the new lien clears its own motion, along with all the entries that relate to it.

#### § 1387

Really if the old lien rights or other restrictions recorded in a public list is full, the lien of the list, provided that the fault is cleared, with the consent of the parties or transferred to the new lien.

#### § 1388

Undertakes to the owner of the establishment of a lien or later, to allow the registration of the new lien instead of the old, and if necessary in the public list of registered, not the old lien in the new convert.

#### § 1389

If a new lien be entered instead of a number of liens listed in the order directly behind him, the provisions of this subsection as appropriate.

#### Subsection 10

#### Podzástavní právo

#### § 1390

Podzástavní right arises stopping claims that suggest lien.

#### § 1391

(1) the lien debtor's consent is not required to stop the claims. Podzástavní right against him shall take effect

a) where he served notice of its occurrence, or

b) if the collateral matter to which the lien arises by registration of collateral or a special public register entry in this list, this entry podzástavní right arises.

(2) Notification pursuant to paragraph 1 may make podzástavce or podzástavní creditor, he must rise podzástavního práva podzástavnímu debtor prove.

#### § 1392

Podzástavce rid of the obligation under § 1353 podzástavnímu to recourse creditors.

#### § 1393

Podzástavní creditor may seek satisfaction from podzástavy podzástavce place once the debt is secured podzástavním právem payable.

#### § 1394

The podzástavní right to reasonably apply the provisions on the right zástavním.

#### Section 4

#### Lien

#### § 1395

(1) Who has the obligation to issue foreign movable thing has it, it can withhold from her will to ensure the maturing debt of the person which would otherwise be required to take.

(2) Ensure detention and the right may be due for debt

a) If the debtor fails or debt, though it by contract or by law to ensure měl,

b) If the debtor declares that the debt is not met or

c) if it becomes apparent otherwise, the debtor fails to comply with debt due to circumstances that occurred with him and was not a creditor could not be known when the debt.

#### § 1396

(1) foreign matter must not seize a person who holds it wrong, especially if seized her by force or deceit.

(2) seize foreign matter not even the one who was instructed to dispose of it in a way incompatible with the exercise of the lien, this does not apply if the matter was with him at the time the insolvency proceedings, which are addressed in the bankruptcy or impending bankruptcy of the debtor.

#### § 1397

(1) who held a foreign thing, it shall inform the debtor of his detention and the reason. If the creditor thing with him under a contract concluded in written form, requires notification in writing.

(2) The creditor must take care of the detained thing as an ordinary farmer and against the debtor has a right to reimbursement as a proper holder. Use the detained thing the creditor without the consent of the debtor and the debtor's way to destruction. Unless other arrangements are credited in favor of things to be reimbursed pursuant to paragraph 1

#### § 1398

Creditors, which ensured its claim detention law, shall be withheld from the proceeds of the liquidation preference satisfaction matters before other creditors, even creditors zástavním. For the realization of things seized by the creditor shall apply mutatis mutandis § 1359th

#### § 1399

The lien expires

- a) the extinction of the debt secured or seized things
- b) renounce a lien creditor unilaterally or arrangement with the owner of seized things
- c) if the matter can permanently from the creditor, or
- d) where the lender with sufficient certainty.

## Section 6

### Management of foreign assets

## Section 1

### General Provisions on the Administration of foreign assets

## Subsection 1

### General Provisions

## § 1400

(1) Any person who is entrusted with property management that he is not in favor of someone else (the "beneficiary"), is the manager of foreign assets.

(2) It is understood that the controller is acting as legal representative of the owner.

## § 1401

(1) The Administrator shall perform his duties personally. The other person may delegate his powers or be otherwise represented only at a particular legal proceedings; while such person is obliged to carefully select and give it sufficient guidance.

(2) It is the administrator improperly represented by another person or authorize another person to unlawfully exercise its jurisdiction, the beneficiary with the person responsible jointly and severally liable for everything done.

## § 1402

(1) It is understood that administrators due to the nature of the usual reward of his services.

(2) A person who manages another's property without a legal reason not entitled to compensation.

## § 1403

Administrative costs and profit distributed to beneficiaries under a statute or other contract, otherwise the fairest view of the nature and scope of government and the circumstances of its origin with respect to general practice. If you can not specify a different ratio for the distribution of profits and costs between the beneficiaries, true that these shares are the same.

## § 1404

If required to conduct certain beneficentūv consent, it may substitute its decision the court if the beneficiary is unknown or if no opinion beneficentovo early detection. This is true even if the beneficiary refuses to consent, for it has no good reason.

## Subsection 2

### Simple management of foreign assets

## § 1405

Who performs the simple management of foreign assets, is all that is necessary for its preservation.

## § 1406

Manager applies the simple management of all rights related to assets under management and managed properly with it. Manager shall, without the consent of the beneficiary to change the purpose of assets under management.

## § 1407

If the administrator manages the funds must be spent prudently. If there was something of assets under management invested in a certain way before, the administrator can later change the selected method.

## § 1408

(1) The administrator can of something to dispose of assets under management, where in order to maintain the value, nature and purpose of managed assets, or if it is necessary to pay debt associated with this property, otherwise the only consideration. For the same purpose, the property manager managed to stop or otherwise used as security. These legal actions administrators must give consent beneficiary.

(2) consent to the alienation of property manager does not need it if there is a perishable or is likely to quickly lose value.

### Subsection 3

#### Full management of foreign assets

## § 1409

Who is entrusted with full administration of another's property, arrange for its reproduction and application in the interest of the beneficiary.

## § 1410

Manager managed assets may be anything that is necessary and useful.

### Section 2

#### Rules for management

## Subsection 1

### Administrator's duties to the beneficiary

#### § 1411

Another's property manager exercises its powers and perform duties with due diligence.

#### § 1412

(1) If multiple beneficiaries, whether simultaneously or subsequently, the administrator shall act impartially to all, taking account of their respective rights.

(2) If the beneficiary controller itself, must take into account their interests the same as the interests of other beneficiaries and exercise their powers in the common interest.

#### § 1413

Except where the interest or right arising from legal proceedings, from which management occurs, the administrator must beneficiary and the person who oversees the management of property or the interest of the beneficiary, without undue delay

- a) any interest in his business or property Pospěch pursuing activities that could find itself in conflict with the interests of the beneficiary, and
- b) any right, which could apply to any beneficiary or in respect of assets under management.

#### § 1414

Controller keeps reliable records of assets and managed not to mix your own property with the property under its administration.

#### § 1415



(1) The administrator may become a party to contracts relating to assets under management, contractual right to acquire such property or rights to the beneficiary without the consent of the beneficiary.

(2) The administrator can use the managed property or information gained in the Administration for their own benefit without the consent of the beneficiary, unless such use to determine the statutes or other agreement or stipulated by law.

#### § 1416

The administrator can transfer the trust property free of charge only if it is in the nature of government, or in the case of negligible value of the property, which deprives the Administrator in the interest of the beneficiary or in concert with the administration.

#### § 1417

Správce not cover damage to property caused by force majeure, or other natural aging and the development of normal wear and tear for ordinary use.

#### § 1418

The court may in determining the compensation administrators to reduce the compensation only with respect to the circumstances in which management was adopted, or if an administrator to administer the free of charge, or if the administrator is a minor or if his legal capacity is limited.

#### Subsection 2

Duties of the administrator and the beneficiary against third parties

#### § 1419

(1) Managers agree that the personal obligation of commitment negotiated a with another person on the account beneficiary. This is true even if it is clear that a trustee acting on behalf of the Trust Fund.

(2) If an administrator in the exercise of its jurisdiction on behalf of the beneficiary's own name, is bound together with the beneficiary, the beneficiary may be applied only from the performance of assets under management. This is true even if the manager acted on behalf of the Trust Fund, although it was not obvious.

#### § 1420

Whenever the Administrator its scope, its conduct of the person obliged. However, when relying third party in good faith on the proper performance of the manager's competence or confirm the beneficiary, even if only implicitly, the legal act administrator, administrator and beneficiary are jointly and severally bound, but the beneficiary can only claim the performance of managed assets.

#### § 1421

Správce exceeds its jurisdiction, if it carries itself, although it must be performed jointly with another person, this does not apply if it was obtained by this procedure for managed assets of more benefit than what is to be released from it.

#### § 1422

Every competent pretends to a third party that the other person is the administrator of his estate, arising from a contract entered into in good faith with the other person party to the same obligations as if the property was předstírajícího under management.

### Subsection 3

#### Inventory, security and insurance

#### § 1423

(1) Report Manager inventory, give security for the proper administration of government or insure the trust property, determine if the statutes or other agreement or stipulated by law.

(2) At the request of the beneficiary or other person having legal interest on it, the court may impose an obligation to in paragraph 1, taking into account the value of assets under management,

the position of the parties and other circumstances of the case. Proposal can not be upheld if it is contrary to the Treaty establishing the Administrations between the controller and beneficiary.

#### § 1424

(1) If the administrator shall prepare an inventory, give it a true and accurate list of assets included in the administration, including a list of important documents.

(2) Personal effects are included in the inventory can be described only in general, unless things between them are not negligible value.

#### § 1425

It is understood that the property described in the inventory is the date of the inventory in good condition.

#### § 1426

Inventory Manager delivers to the person who commissioned him správou, beneficiary and the person whom it has been agreed or provided by law. Beneficiary or other person having legal interest in it has the right to argue any inaccuracy in the inventory item or request a new build inventory.

#### § 1427

(1) The Administrator is authorized to insure managed assets at the expense of the beneficiary against common risks.

(2) The Administrator has the right to insure their property from the management responsibility at the expense of the beneficiary, if the Administration pursues free of charge.

#### Subsection 4

#### The management

#### § 1428

Several administrators responsible for joint management and decision is by majority vote unless the contract or determined by law provides otherwise. It is understood that each of the joint administrators have one vote.

#### § 1429

(1) If they can not co-administrator shall act under § 1411 for a legal impediment caused by the events of systematic failure or systematic resistance of any administrator, or another similar reason, the other administrator to determine and act independently in matters necessary for maintaining the status quo. In other matters may do so with the approval of the court.

(2) If the state takes in accordance with paragraph 1, the court may decide on the proposal of the person on it has a legal interest, administrators can decide and act otherwise than specified in § 1428, that one of the administrators will have the deciding vote or decide the next performance management otherwise appropriate circumstances of the case.

#### § 1430

The joint management administrators are bound jointly and severally, unless otherwise stipulated by law.

#### § 1431

(1) He shall not if any of the joint administrators of other administrators without delay, that disagrees with the decision, and has communicated to the beneficiary without undue delay, it is considered that the decision approved.

(2) have taken a joint decision of the administrator in the absence of any of them, it is considered that the absent approved the decision, if not notified his disapproval of administrators and other beneficiary without undue delay after he learned of the decision.

#### Subsection 5

Prudent investment

#### § 1432

Manager decides to invest with respect to yield and the projected profit; if possible, allocates investment risk to achieve such a balance between fixed income and variable income, which reasonably corresponds to the economic conditions.

#### § 1433

Trustees are prohibited for the beneficiary to acquire more than 5% shares of the same issuer. They will also prohibit the acquisition of the beneficiary share, bond or other security debtor person who has violated the obligation to pay the proceeds of securities and such person or the administrator may not grant the loan.

#### § 1434

The administrator can save the managed funds in the account at a bank, foreign bank or savings and credit cooperatives with their choice on demand or within thirty days.

#### § 1435

Investment expended before they assumed the administration, the administrator can maintain, though not prudent.

#### Subsection 6

##### Bills

#### § 1436

(1) The administrator shall submit accounts beneficiary administrations of at least once a year. If several managers, shall submit a joint statement, unless due to the division of duties determined by contract or law provides otherwise.

(2) The statement must be in sufficient detail to verify its accuracy.

#### § 1437

Manager beneficiary at any time to examine the books and documents relating to the administration and provide it to request the necessary information as rights management.

#### Section 3

#### Termination správy

#### § 1438

Activity of an end with the retirement, withdrawal, incapacitation those restrictions still enjoys the full rights certificate or bankruptcy administrator.

#### § 1439

Správa expires at the end of the period for which it was established, reaching the end or termination of the beneficiary rights to a managed property.

#### § 1440

(1) If the administrator declares that it withdraws from office, ends his duties delivering a statement on the resignation of the person authorized to call a new manager, unless this declaration relates resignation at a later date. Správce the Declaration of withdrawal and other administrators, and the beneficiary, who exercises supervision over the management.

(2) The Administrator shall not withdraw from the administration at the wrong time, resignation or otherwise violate their obligations to good governance, or compensation under Part Four of this Act.

#### § 1441

Who set up the controller, it may revoke a declaration made in writing.

#### § 1442

Practice of law, who acted as manager in good faith that the administration is not over yet, the beneficiary undertakes. Beneficiary undertakes to conduct a legal person who has ceased to be an administrator, if the other party acted in good faith that the administration takes.

#### § 1443

At the end of the administration, the liquidator with the effects of binding on the beneficiary everything that is due to be or what is necessary to avoid losses.

#### § 1444

(1) Where an administrator dies or ceases to exist if the person who is the manager's duty to arrange the matter without undue delay after the death or disappearance managers learn správy disappearance of the person who commissioned the Administrator Správa, as well as beneficiary and other person of whom it has been agreed or specified by law. This applies even if the Administration has ceased because the administrator was limited in incapacitation.

(2) Who has the obligation under paragraph 1, do all what is otherwise authorized or required to make the dissolution of the Manager Administration.

#### § 1445

The administrator shall submit the beneficiary terminates the session billing. Bills submitted by the Trustees, who starts in his place. The provisions of § 1426 and 1427 shall apply mutatis mutandis.

#### § 1446

(1) Managers at the end of messages from the managed estate or beneficiary on incoming administrator at the place where the property is located, unless otherwise stated.

(2) to refer to managed assets include the issue of what the administrator for the beneficiary received during the administration, including compensation, to which the administrator is obliged under the previous provisions.

## § 1447

The property, which is required to issue, the administrator lien to secure their claims of authority. However, if the administrator to issue money, set off his claim against any claim of mutual beneficiary.

## Section 4

### Trust Fund

#### Subsection 1

#### The concept of the Trust Fund and its formation

## § 1448

(1) Trust Fund is created spin-off of property owned by the founder, so that administrators rely on the property for a particular purpose or acquisition contract for death and a trustee of the property shall undertake to hold and manage.

(2) The creation of the Trust Fund created a separate and independent ownership of property and dedicated trustee is obliged to take on the property and its administration.

(3) The ownership of the assets of the Trust Fund shall be vested in its own name on account of the fund trustee, property in the Trust Fund is neither the property manager or property of the founder, or the property of the person to be filled from the trust.

## § 1449

(1) The purpose of the Trust Fund may be beneficial to the public or private.

(2) Trust fund set up for private purposes to the benefit of a person or in her memory. This fund can be established for the purpose of investment and profit for the division among the founders, employees, shareholders or other persons.

(3) The main purpose of beneficial public trust can not be profit or operation of the plant.

## § 1450



(1) Trust fund must have its own label.

(2) Description of the Trust Fund must reflect its purpose and contain the words "Trust Fund".

#### § 1451

Trust Fund created when a trustee adopts the mandate of his administration, if the trust managers more, it is sufficient if the commission adopts at least one of them. Nevertheless, where the Trust Fund established for the acquisition of death, there will be the death of the testator.

#### § 1452

(1) Everyone shall have the Trust Fund Statute. Trust status issues founder. Where an acquisition of the Trust Fund in the event of death, shall apply mutatis mutandis § 311th

(2) The Statute contains at least

a) an indication of the Trust Fund

b) identification of assets that make up the Trust Fund at its inception,

c) defining the purpose of the Trust Fund

d) the conditions for the performance of the Trust Fund

e) the duration of the trust, unless otherwise stated, the fund was established for an indefinite period,  
and

f) if it is to be filled from the Trust Fund as a person, appointed person, the determination of that person, or how the appointed person designated.

(3) The Statute requires the form of a public document.

#### Subsection 2

#### Správa Trust Fund

#### § 1453

(1) the Trustee may be every Every competent person.

(2) A legal person may be the Trustee, if so specified in the law.

#### § 1454

Under the conditions specified in § 1453 may be the Trustee of the founder of a trust or a person to be filled from the trust. In this case, however, must be further Trust Fund trustee, which is the third person, and administrators, the legal act together.

#### § 1455

(1) the trustee is appointed and dismissed by the founder. Founder of the statute may specify a different method of appointment or revocation of the trustee.

(2) At the request of the person on it has a legal interest, the trustee appointed by the court to appoint him to the authorized person within a reasonable time or if it can not establish under paragraph 1

#### § 1456

Svěřenskému managers belong in full property management trust fund. The public list or other record shall be entered as a trustee of the owner of property in a trust fund with the notation "trustee".

### Subsection 3

#### Beneficiary

#### § 1457

(1) The founder has the right to appoint and determine obmyšleného the achievement of the Trust Fund, unless the status of the Trust Fund shall determine otherwise.

(2) if he fails to founder of the rights under paragraph 1, shall appoint and determine obmyšleného the achievement of the Trust Fund trustee. If it is a trust fund set up for private purpose, a trustee may exercise that right if the statute determines the range of persons from which to appoint obmyšleného.

(3) appointed person may be granted the right to the fruits or benefits from the Trust Fund or the right to property from the Trust Fund or the shares in them.

#### § 1458

(1) Who is authorized to designate or identify obmyšleného the achievement of the Trust Fund, it shall proceed according to statute and its own discretion. It can change your mind or cancel the conditions specified herein.

(2) No one is authorized to appoint or designate obmyšleného the achievement of the Trust Fund for their own profit.

#### § 1459

Right obmyšleného the performance of the Trust Fund created under the conditions imposed by the Statute.

#### § 1460

(1) If the Trust Fund established for private purposes, the right obmyšleného the performance by the end of a hundred years since the establishment of the Trust Fund, even though the status determined later. Even after a hundred years, however, may be entitled to performance of the appointed person to whom the statute is to get a share of the property by the dissolution of the last rights to the fruits or benefits, as well as the appointed person the man who was a contemporary of zakladatelovým or child of the founder or his contemporary, where, in the status of employment before the death or disappearance obmyšleného with an earlier order that as the next in the order took on the fruits or benefits; for his life may take with him the fruits or benefits other people.

(2) If a trust fund set up for private purposes, ceases obmyšleného right to the fruits or benefits by the end of a hundred years since the establishment of the Trust Fund; in humans, however, such right may last until his death.

#### § 1461

(1) The duration of the trust appointed person has the right to request in accordance with the Statute of the performance.

(2) Beneficiary Trust fund established for the purpose of private rights under paragraph 1 may give a statement made in the form of a public document.

#### § 1462

It was to the right to the fruits or benefits and if no other appointed person to whom such a law could pass, passes to the Beneficiary, to whom belongs the right to property from the Trust Fund.

#### Subsection 4

#### Supervision of administration of the Trust Fund

#### § 1463

(1) Supervision over the management of the Trust Fund shall be the founder and the person designated as obmyšleného or other persons designated in the Statute.

(2) In cases specified by law supervises the administration of the Trust Fund other person or group of persons or public authority.

#### § 1464

If the Trust Fund established for the benefit obmyšleného that on the day of fond is not yet or that the date that the fund may not be determined, called the founder of a person authorized to supervise the administration of the Trust Fund in order obmyšleného. If this is not possible, or if the founder is idle, such person shall be appointed upon the motion or the administrator of the person having an interest.

#### § 1465

(1) a trustee without delay deliver to the person who has a right of supervision over the management of the Trust Fund under the Act, a notice giving at least the designation, purpose and

duration of the Trust Fund and your name and address. Notification is not necessary, if these facts a person authorized to supervise already known.

(2) At the request of the person who has a right of supervision over the management of the Trust Fund, the trustee will control the trust fund documents and submit it requested the statement, report or other information.

#### § 1466

(1) The founder, appointed person or other person who has legal interest in it, the court may propose to svěřenskému administrators imposed an act, or prohibit, or to the trustee or appoint a new appeal. These persons may also call the legal invalidity of conduct which harms the Trust Fund Administrator or the right obmyšleného, however, if acquired by a third party right in good faith, it must not lead to the injury.

(2) The court shall instruct the person referred to in paragraph 1 to the proposal led to the initiation or control interest in the Trust Fund instead of the trustee on his behalf and, if the trustee is idle without sufficient reason.

#### § 1467

Subscription trustee, founder of the appointed person acts or intentional damage to pursuing the rights of creditors of the founder or damage to the Trust Fund, are bound jointly and severally.

#### Subsection 5

#### Changes to the Trust Fund

#### § 1468

Who will increase the trust property acquisition agreement or in case of death, not its founder. Property so acquired is subject to administration by law and statute.

#### § 1469

(1) The court may, on application of the person on it has a legal interest, decide to revoke the Trust Fund when the achieve the purpose trust is impossible or difficult to achieve, primarily due to unknown circumstances, the founder or the founder of the unpredictable. If it is a trust fund established for public benefit purposes, the court may decide that its original purpose of replacing a similar purpose.

(2) If, in accordance with the original intention of the founder of the Trust Fund to achieve the purpose or benefit from his efforts to change the fund, the court shall adjust status.

#### § 1470

Prior to a decision under § 1469 the court requested the opinion of the founder or his successor, trustee, obmyšleného and the person to whom the administration of the Trust Fund due supervision, unless the applicant.

#### Subsection 6

#### Termination of the Trust Fund

#### § 1471

End of the period for which the Trust Fund was established, if the purposes for which Trust Fund was established, or, where the court administration of the Trust Fund ends. Was the trust fund established for the purpose of private ends of his administration, even if the Beneficiary waive all rights to payments from the Trust Fund.

#### § 1472

Upon termination of the Trust Fund Administration will issue a trustee of property to the person who is entitled to it. It is understood that the appointed person has the right to property, and if not, the founder of a trust, if not none of them seems to property owned by the state.

#### § 1473

(1) termination of the administration of the Trust Fund established for public charitable purposes because it can not fulfill this purpose, the court shall, on application of the trustee that the property will be transferred to another trust or a legal entity owned by aiming to achieve the purpose that it is possible near the original purpose of the Trust Fund. Before deciding to seek the opinion of the court to whom the administration of the Trust Fund due supervision.

(2) The decision under paragraph 1 shall not be issued, determines the status of the Trust Fund, as it should be the property of the dissolution of the Trust Fund loaded.

#### § 1474

Immersion if a trustee of the dissolution of government property under the Statute, or if issued pursuant to § 1472 property or transfer it according to § 1473, the Trust Fund will cease.

### TITLE III

#### Law of inheritance

##### Part 1

#### The right to inheritance

#### § 1475

(1) the right of inheritance, the right of inheritance or a pro rata share of it.

(2) The estate consists of all assets of the deceased, except the rights and responsibilities linked solely to the person, unless such debt has been recognized or applied for a public authority.

(3) To whom belongs the right of inheritance, the heir and the estate in relation to the heir's inheritance.

#### § 1476

Inherited by succession agreements that will or by law. These reasons may also act together.

#### § 1477

(1) The reference to legatee to issue debt up certain things, or one or more specific kinds of things, or to establish certain rights.

(2) legatee is an heir.

#### § 1478

The heir or legatee can call or legal person who has yet to arise. This legal entity is an eligible heir or legatee, if any, within one year after the death of the testator.

#### Heritage idea

#### § 1479

Inheritance law the testator's death occurs. Who dies before the testator, or simultaneous with, not inherited.

#### § 1480

Inheritance law, which has still to be incurred can only be waived, can not transfer or otherwise dispose of.

#### Inheritance disability

#### § 1481

The law of succession is excluded, who commits an act of deliberate nature of the offense against the testator, his ancestor, descendant or spouse or reprehensible act zůstavitelově against his will, in particular by the testator's will to exhibit subtly coerced or seduced, speech defeated the testator's will or its recent acquisition withheld, falsified, or intentionally podvrhl destroyed, unless the testator had expressly pardoned the offense.

#### § 1482



(1) If, at the date of death zůstavitelovy divorce proceedings initiated on the request made by the deceased as a result of the husband commits an act to fulfilling the testator signs of domestic violence, deceased husband is excluded from inheritance rights as the lawful heir.

(2) If a parent has been deprived of parental responsibility because he or she abused her power or the exercise of parental responsibility of his own guilt seriously neglected, is excluded from the inheritance rights of a child under the legal inheritance of succession.

#### § 1483

Descendant of the person who is excluded from the inheritance law, inheritance starts at the legal succession to his place, even if excluded survives the testator. This is not the case provided for in § 1482 paragraph 1

#### § 1484

##### Waiver of inheritance rights

(1) inheritance rights can be waived in advance agreement with a decedent, unless otherwise agreed, a waiver act against posterity. Who renounces probate law, disclaims the rights to the mandatory part, but who only waives the right to a compulsory part, incorporate engagement with the inheritance rights of succession.

(2) relinquished if one law of succession in favor of another, it is considered that the waiver is valid only if it becomes that person's heir.

(3) The contract takes the form of a public document, the rights and obligations it may be canceled, unless the parties comply with the written form.

##### Refusal heritage

#### § 1485

(1) The heir has the right to inheritance after the death of the deceased refuse, heir to the contract but only if it is not excluded by contract inheritance. It rejects the heir to the legacy of public policy, may refuse, subject to the inheritance of compulsory work.

(2) The Trustee may declare the heir to the legacy refuses or rejects or accepts the inheritance, only if to do so under a power of attorney expressly authorized.

§ 1486

If the heir refuses heritage, looking at him as if it never regained heritage.

§ 1487

(1) Refusal heritage requires an explicit statement to the court. Inheritance can be rejected within one month from the date on which the court notified the heirs of his right to refuse heritage and the consequences of refusal, if the only heir of residence abroad, the time limit for non-heritage three months. If there are important reasons for it, the court deadline for non-heirs heritage be extended accordingly.

(2) the expiry of the refusal of the right to refuse heritage legacy lapses.

§ 1488

If an heir dies before the deadline for non-heritage, the right to refuse to pass on the legacy of his heir and extinguished before the heirs limit for rejection of the heritage and previous heir.

§ 1489

(1) refusal of an heir to the legacy of the condition, subject or in part, is the rejection of invalid heritage.

(2) The rejection of inheritance shall be disregarded if he has an heir apparent by his action that he wants to accept the inheritance. Disregard or the expression of will by which the heir to withdraw its statement that it rejects the legacy, or rejects, or accepts that heritage.

§ 1490

Renunciation of inheritance

(1) The heir to reject the inheritance, it may be before the court in probate proceedings to give to the other heirs, to make meaningful and heir, thus surrendering the right to effective mandatory part for their offspring. Agree to a second heir shall apply mutatis mutandis the provisions of § 1714 to 1720; not agree, however, the waiver of inheritance shall be disregarded.

(2) was the heir to the estate surrendered, weighed down order, regulation or other measure of the reference, which, according to the law will can and should only meet in person, does not relieve the obligation to comply with such measures.

## Part 2

### Acquisition in case of death

#### Section 1

##### General Provisions

###### § 1491

Acquisition in case of death is a will, inheritance contract or postscript.

###### § 1492

Acquisition in case of death could not be shortened by the mandatory part of the heir to the right of compulsory part renounced and failing even to disinheritance. If the acquisition is contrary to the case of death, shall be a mandatory part to the heirs.

###### § 1493

(1) He made the deceased to death when he was in the care facility where they provide health or social services, or when otherwise accepted his services, and called the heir or legatee as a person who manages or such equipment is employed or otherwise act in it, these people are calling for an heir or legatee is invalid, unless it happened in the form of wills made by a public document.

(2) Could the testator after the care of such equipment or after the time otherwise accepted his services, without difficulty to get in the form of a public document, paragraph 1 shall not apply in respect of invalidity of a will or postscripts.

#### Section 2

##### Will

Subsection 1  
General Provisions

§ 1494

(1) A will is revocable his wishes by which the testator in the event of his death personally leave with one or more persons at least share of the estate, or a link. Unless it is clear which day, month and year will be taken and made more if the testator wills, conflicting or otherwise dependent effects of legal wills to determine the time of its acquisition, it will be invalid.

(2) A will be interpreted so that the most satisfied will the testator. Words used in the will shall be interpreted according to their ordinary meaning unless it is proved that the testator has grown accustomed to associate with certain particular expressions, each its own sense.

§ 1495

Points if the testator in the will for the contents of another document, it has this other document the same legal effect, if it meets the requirements of a will. Failing is that its contents can only be used to explain zůstavitelovy will.

§ 1496

The right call is a personal right heir deceased. Testator can not delegate to another heir to the profession, or get together with another person.

§ 1497

Testator must express its will and certainly not enough to just said the proposal which had been made.

§ 1498

Postscript

Postscript testator may order link, set legatee or heir condition, or to demonstrate to save time or legatee or heir command. What is said of the will, mutatis mutandis, as well as postscripts.

#### Accrual of the heirs of the estate

##### § 1499

The heirs of a legacy passed on, if called as the only heir. If the heir who is called zůstaven fraction, the rest falls lawful heirs of the estate.

##### § 1500

(1) If several heirs and summoned units are not intended, shall be entitled to the estate equally.

(2) If several heirs called in so that they are intended for all shares, but the estate is exhausted, are entitled to the remainder of the estate of the legal heirs. The right to have legal heirs, he left when called to the heirs of the deceased apparently the estate, even when listing shares overlooked something or things.

##### § 1501

(1) shall be charged if the testator's heirs called in some of the specific interests and not others, called to be passed on to heirs without estate share the rest equally.

(2) If anything is left, collides with the heir, who was called without a share of total assessed fairly shares so much that he received a share of the heir, who was sentenced to a minimum. If shares of the other heirs of the same, collides with them enough to heirs, which was established without share had share with them the same.

##### § 1502

In all cases where the deceased apparently recalculated, division is performed so that it will deliver its best.

##### § 1503

(1) If there are heirs called to the people regarded in the legal succession sequence relative to the others for one person, being regarded as even one person in the division according to his will, this does not apply if the testator's will probably reverse.

(2) If permitted by the heirs of the deceased without qualification, the group of people, it is considered that the heirs are those who belonged to a specified group at a time *zůstavitelovy* death.

(3) If permitted by the heirs of the deceased without qualification, the poor or similarly designated group of people, it is considered that the heir was called to the municipality in whose territory the deceased's last domicile, which uses heritage for the benefit of the group.

#### Loose share

##### § 1504

The share of an heir who has inherited and alternate *přiroste* and is released in proportion to the shares of the other heirs called in only if they are all heirs to the legacy called either equally, or to signify the general expression level divided by.

##### § 1505

(1) Right to increase not the one who was a *zůstaven* inheritance share.

(2) If some heirs are called to share and further without such a determination, *přiroste* loose share to those who are not called to share.

##### § 1506

With a loose succession share shall pass to the person to whom *přiroste*, limitations associated with it, unless the testator has expressed the wish that these restrictions apply only to the person called upon the heir, or if it stems from the nature of things.

#### Substitution

##### § 1507

Testator may, for the case that heritage has become the person you called for an heir, call this person an alternate, also alternates may be called more gradually alternates. If permitted by the

testator so few substitutes, inherits one that is in the list next to the person who did not acquire heritage.

#### § 1508

Establish the substitution for the deceased in case the authorized person did not want to inherit, or event that could not inherit, it is considered that the substitution was established for both cases.

#### § 1509

Limitations imposed by heirs also affect alternate unless the testator has expressed the wish that these restrictions apply only to the person's heir, or if it stems from the nature of things.

#### § 1510

When called as alternate fellow heirs themselves, it is considered that the testator wanted to share alternate in such proportion that they share heir. However, if a sub called out heirs someone else, then no effect if the testator another will, any mobilization of all share equally.

#### § 1511

(1) It shall come when called heir inheritance, substitution disappear.

(2) If the testator has not reflected the will of another, substitution extinguished by the deceased set up your child at a time when children should not, leaves the child to qualify the descendants inherit. This applies even if the testator set up another substitution to his offspring when he has no descendants.

#### Trust succession

#### § 1512

(1) A testator may order that the succession is to go after the death of an heir, or in certain other cases to follow the Trust's successor as heir. Occupation for the Trust is regarded as the successor of the profession as a substitute.

(2) If zůstavitelovo of vague to the extent that it is impossible to determine whether the called alternate or successor to the Trust, it is a profession of his deputy.

#### § 1513

If permitted the deceased to his heirs, heirs, forbids the heir to the fortune left by sourced, summons if the heir of someone who at the time of death is not yet deceased, or summons if the heir or the condition for some time, it is considered a Trust establishment of succession.

#### § 1514

If all successors svěřenští zůstavitelovými contemporaries, is not restricted range in which consecutive svěřenští successors to follow.

#### § 1515

(1) When called to trust more successors, some of whom at the time of death of deceased persons as yet exist, trust succession ceases when assets become the first successor trustee of those who were not zůstavitelovými contemporaries.

(2) Trust succession expire no later than the end of a hundred years since the death of the deceased, even if ordered longer. However, if the successor trustee to acquire by inheritance heirs at death zůstavitelovy living at the time of death, the trust terminates only succession, until the first of the successors of trust becomes the inheritance of the heirs.

#### § 1516

Trust terminates the succession when it is no longer trust any of the successors, or, barring the case for which it was established.

#### § 1517

He called the successor of the deceased Trust your minor child and become unfit to take a child after the acquisition capability, succession trust terminates within the mandatory part.



#### § 1518

If the other will clear the testator, trust terminates succession by the deceased set up your child at a time when a child should not, leaves the child if the child is eligible to inherit. This applies even if the testator establish trust another succession to his offspring when the child does not have.

#### § 1519

He called the deceased person's successor Trust, which does not qualify to take to reduce incapacitation, trust terminates succession forever, take this person to purchase eligibility, unless the testator manifested a different intention.

#### § 1520

(1) If the trustee's successor, heir to establish without delay, for his presence in the form of a written inventory of everything acquired by inheritance, indicating therein the date and issue him build svěřenskému successor. At the request of the Trust shall be the successor, heir to the inventory certified.

(2) Trust successor has the right to require the preparation of the inventory in the form of a public document.

(3) Costs to build inventory charged to inheritance.

#### § 1521

If the deceased did not commit the Trust succession of heirs inherited the right to freely dispose of ownership of an heir to what became by inheritance, as well as what became a substitute for destruction, damage or withdrawal from the legacy of things, restricted the rights and obligations of the beneficiary. This does not apply if the matter is disposed of or encumbered heritage in order to meet zůstavitelových debts.

#### § 1522

(1) If the deceased did not commit the Trust succession of heirs the right to freely dispose of inheritance, the heir may alienate or encumber the matter of what came by inheritance, only with the consent of the Trust's successor; agreement takes the form of a public document.

(2) If given the care and diligence necessary thing encumber or dispose of, upon the motion of the heir successor agreement to replace the Trust. If the court decides that the case will be encumbered or disposed of for consideration, determine how to dispose of the proceeds, while taking into account the legitimate interests of the Trust's successor.

#### § 1523

It belongs to the heritage thing bringing the fruits or benefits, the successor trustee request that the court determine the heirs of the method and extent of management or usufruct of things.

#### § 1524

(1) Write to the matter and its owner into a public list, write to the list of public trust and succession. If the matter of succession and trust in the public list written and maintained by the heir of the things that came from the inheritance, stymieing ways limiting the rights of the Trust or the successor, with no successor trustee has agreed that no successor to svěřenskému legal effect.

(2) If the matter of succession or trust placed in public list and maintained by the heir of the things that came from a heritage in a way stymieing or limits on the right successor to the Trust without the Trust to agree a successor, the successor trustee has the right to claim under the provisions of the relative ineffectiveness of the court to declare that no legal proceedings against him heir legally effective.

#### Acquisition disability

#### § 1525

Not eligible to purchase legally incompetent, unless the cases listed in § 1526 to 1528.

#### § 1526

Who has completed fifteen years of age and has not yet come full incapacitation can take without the consent of legal guardian by a public document.

§ 1527

Who was the incapacitation restricted so that it is eligible to purchase, may still validly acquire in any form, where it recovered to the extent that it is able to express their own will.

§ 1528

(1) Who was the incapacitation restricted within the limits can only take the form of a public document.

(2) Who was the incapacitation limited to the addiction to alcohol, use of psychotropic substances or toxins or similar products or obsessive passion for gambling addiction represents a serious mental disorder can take within the limitations prescribed in any form, of not more than half of the estate. The remainder of the estate or statutory heirs, if he would be a legitimate heir to inherit only the state can take the whole testator's estate.

Effects of error

§ 1529

A significant error caused by the testator invalid provision will, to which it relates.

§ 1530

(1) An error is substantial, where it relates to persons who leave with something, or interest or things that I leave, or the essential characteristics of things. The properties are essential if it is clear that the testator has not designated in the will as if they was not wrong.

(2) The provisions of a will is valid if it appears that a person or thing was just a misrepresentation.

§ 1531

Establishes if the will of the testator's just wrong motive, causes invalid provision will, to which it relates.

## Subsection 2

### The form of wills

#### § 1532

#### Written form of wills

A will must be in writing unless it was taken with relief.

#### Wills made by private charter

#### § 1533

Who wants to capture in written form without witnesses, writing a will with his own hand and signed her own hands.

#### § 1534

The will, written by the testator's own hand, has his own hand and signed before two witnesses present at the same time expressly declare that the document contains his last will.

#### § 1535

(1) If the testator blind, will appear before the last three simultaneously present in the witness list, which must be read aloud witness who will not write. Testator before witnesses confirm that the document contains his last will.

(2) If the deceased person with sensory disabilities and is unable to read or write, will appear before the last three witnesses simultaneously present in the document, whose content must be interpreted in a special way of communication that you choose the testator, a witness who will not write; all witnesses must know the way of communication, which is the contents of the document translated. Chosen way communication testator before witnesses confirm that the document contains his last will.

§ 1536

(1) In wills made by a person with sensory disabilities, who can not read or write, we show that the testator can not read or write, who wrote a will, who read it or interpreted and how the deceased confirmed that the document contains his last will. If the content has been interpreted in a special way of communication, shall be indicated in the document, including data which method of communication chosen by the testator.

(2) the Charter and signed by the testator, can not write, § 563 applies mutatis mutandis.

Wills made a public document

§ 1537

Testator's will can result in a public document. If the shoots will form in this blind person or person with sensory disabilities, who can not read or write, the § 1535 accordingly.

§ 1538

Who schedules a public instrument of the will, make sure the speech will last done with care, seriously and without compulsion.

Witnesses wills

§ 1539

(1) Witnesses will attend wills in such a way that they were able to confirm that the deceased and the customer are one and the same person. Witness his signature on the deed containing a will, usually connected to the signing of a clause referring to his property as a witness and information whereby it can be determined.

(2) a person can not witness legal guardian, or person who is not educated language or mode of communication in which the act is.

§ 1540

(1) The heir or legatee is not qualified to testify about what I leave with him. The same is not eligible to be a witness to a person close to the heir or legatee, or heir or legatee employee.

(2) The provisions of wills made in favor of a person referred to in paragraph 1, requires that the testator wrote his own hand, or to confirm the three witnesses.

#### § 1541

The provisions of § 1540 also apply to those whom he called the deceased executor or who wills to act as a writer, readers, interpreter or public official.

#### Relief in wills

#### § 1542

(1) Who is a sudden event in marked and immediate threat to life, has the right to make a will orally present simultaneously before three witnesses. The same right is also the one who is in a place where ordinary social intercourse is paralyzed due to an emergency and can not reasonably be required after that took a different form.

(2) failing to produce the witnesses zůstavitelově record of a will, inheritance will cause a sequence of protocol on judicial questioning of witnesses.

#### § 1543

If a reasonable concern that the deceased died before he could make a will in the form of a public document, it can record his last will and testament mayor in whose territory the deceased found in the presence of two witnesses. Under the same conditions, a record zůstavitelovu last will and one who is under other legislation is entitled to exercise the powers of the mayor.

#### § 1544

(1) If a testator for good reason, the on board naval vessels flying the national flag of the Czech Republic or an aircraft registered in the aircraft register in the Czech Republic recorded zůstavitelovu last will and testament in the presence of two witnesses, commander of the naval vessels or aircraft,

or his representative, if he does not care about the safety of navigation or flight. The validity of a will can not be denied that the deceased was not of the will to reason.

(2) If the will is taken pursuant to paragraph 1 on board

- a) the owner, the master record in the logbook and will without undue delay forward Embassy of the Czech Republic, which is the closest port in which seagoing vessel arrives, or a public authority with which the seagoing vessel registered in the maritime register,
- b) aircraft, the master record in the logbook and testament shall without undue delay, Embassy of the Czech Republic, which is nearest to where the plane landed abroad, or a public authority in which the aircraft is on the aircraft register.

#### § 1545

(1) When participating in an armed conflict and military operations can record the last will of a soldier or other person belonging to the armed forces military unit commander of the Czech Republic or another soldier with the rank of officer or higher in the presence of two witnesses. If the steps taken will not be denied its validity.

(2) wills made under paragraph 1 shall surrender the master shall without undue delay, the senior commander headquarters, where, without undue delay to the Ministry of Defence of the Czech Republic.

#### § 1546

If the will is taken under § 1543, the municipality shall arrange without delay its deposit in escrow. If the will is taken under § 1544 or 1545, will arrange the same office, which will be forwarded.

#### § 1547

(1) He made the testator under § 1543, 1544 or 1545, required that the person issuing the alert, it also signed with two witnesses and the testator in the presence of two witnesses and read to the testator confirmed that it is a manifestation of his will . Way of the will is considered a public document.

(2) If in the preparation of a will under § 1543, 1544 or 1545 for violation of the necessary formalities, particularly in the absence on the list of signatures of witnesses present, although it is required, but it is nevertheless certain that the instrument reliably recorded zůstavitelovu last will, invalidity does not affect wills such instrument but not a public document.

#### § 1548

(1) When making a will can be a relief to witnesses and persons who have reached fifteen years of age, and persons who were limited in incapacitation, they are capable of credibly describe the facts relevant to the validity of wills.

(2) If taken with relief will not prejudice the validity of her that she did not sign the testator or a witness because he could not write, or another serious obstacle, if it is expressly stated in the document.

#### § 1549

If the deceased alive, will cease to be valid under § 1542 taken within two weeks and under § 1543, 1544, 1545 or within three months from the date of acquisition. This time, however, nepočnou run or not run until the testator can not make a will in the form of a public document.

#### § 1550

##### Secrecy

Who worked on the acquisition of a will or other legal proceedings to which the law requires for such requirements will, as a writer, a witness, readers, interpreter, Broker or public official shall maintain the confidentiality of content zůstavitelovy will, unless the other will clear the testator; violates this obligation, the testator redresses the injury caused by him.

#### Subsection 3

##### Secondary clauses in wills

#### § 1551

(1) A testator may indicate a condition in the will, proof of time or order.

(2) When a by-clause only for the obvious harassment heir or legatee of the apparent arbitrariness zůstavitelovy disregarded her. Disregard for or by endorsement, which is manifestly contrary to public policy or is incomprehensible.



§ 1552

Disregard clause by which the deceased heir or legatee stores to close or not close marriage, or that remained in the marriage or the marriage annulled. Testator may establish a right for someone than get married.

Executor

§ 1553

(1) A testator may call executor of wills and possibly determine what the duties and whether and how it will be rewarded.

(2) If the court when dealing with heritage that has been called an executor, it shall inform him about it. Executor may at any time resign from office, resignation is effective when it comes to court.

§ 1554

(1) an executor to ensure proper compliance with the testator's last will and due diligence. He belongs to all the rights necessary to carry out its task, including the right to defend in court the validity of wills, plead incompetence heir or legatee, and not care about meeting zůstavitelových instructions.

(2) not called if the testator's estate administrator, executor of the estate belongs to the administration of the estate until the court decides on a different measure. Provisions relating to the estate administrator executor shall apply mutatis mutandis, if it was called a public document, otherwise shall apply mutatis mutandis.

§ 1555

In opposition to the position of occupational invalidity executor may exercise their rights and fulfill their obligations to the decision that the speech will zůstavitelovy not valid if the court does not make other arrangements.

Estate manager

§ 1556

(1) A testator may call the estate administrator or any part thereof (hereinafter referred to as "estate manager") and possibly determine what the duties and whether and how it will be rewarded. Occupation estate manager takes the form of a public document.

(2) Speech by the will, the estate manager who was called, may be withdrawn in the same way will be deleted.

#### § 1557

Administrator assume the administration of the estate, if he knows that he was called as soon as they hear about zůstavitelově death. If the court until he was called to the estate administrator shall inform him about it.

#### § 1558

He called the executor, administrator manages the estate of his instructions, and their mutual rights and obligations shall be assessed under the provisions of the order.

#### § 1559

Estate administrator may at any time resign from office, resignation is effective when it comes to court.

#### § 1560

Should the executor or administrator of the estate of his duties seriously, if not able to properly perform his duties or is it for another serious reason, it appeals court's own motion.

#### Conditions

#### § 1561

If the condition is directed to conduct an heir or legatee, that it may be repeated, must be re-executed after the death of the testator, even though it happened already *zústaviteľova* for life, unless other obvious will of the testator.

#### § 1562

The acquisition of what was *zústavěno* with a suspensive condition, it is necessary that the person to whom this was something *zústavěno*, survived the testator and was eligible to inherit.

#### § 1563

(1) is awarded to someone right impossible with an expiry condition, disregarded her.

(2) The provisions of the will, which gives anyone the right to swap an impossible condition is void.

#### Proof time

#### § 1564

Cutting someone deceased, accompanied by the right time and it is not certain whether the time comes, the right for *zústavěné* conditioned.

#### § 1565

If time is determined so that the decisive moment has come, passes *zústavěné* unconditional right like other rights and to the heirs of that person, which was as follows *zústavěno*.

#### § 1566

It is not certain that the time measured in the will can never occur, consider this time as proof of the condition impossible. However, if there be no doubt that the testator in the determination of the time just wrong, decisive moments are determined by its likely will.

## Special Provisions

### § 1567

(1) Until the subsequent right to remain displaced heir, when the condition occurs or until documented time is the right heir to the front, which accounted for Heritage, as the right beneficiary is limited to the provisions of § 1520 to 1524 shall apply mutatis mutandis.

(2) Heir, whose law was postponed regulation conditions or evidence of time, become what he was zůstaveno, with the obligation to contribute fairly to the heirs of the front, he filled the zůstavitelovy nepominutelnému debts or heirs to the mandatory part.

### § 1568

He was summoned to the front and subsequent legatee, the § 1567 accordingly.

## Command

### § 1569

(1) if it remains something to someone deceased connection command, then the command as an expiry condition, so zůstavení frustrate law, unless the command is executed, unless the testator another will appear.

(2) The prohibition of theft or committed obtíženého load only if it is directed at a reasonable time and for reasons of serious concern worthy of legal protection, or upon the motion obtíženého decide to disregard the ban. If the prohibition was written into the public list, laden with the request that the court set aside the ban, the proposal does not comply with the court, unless it is proved that the interest in lifting the ban apparently exceeds its interest in conservation.

### § 1570

If you can not exactly fulfill the command, let him be satisfied at least to some he was satisfied as possible. If you can not it difficult to command a person belongs, what she was zůstaveno, unless the testator manifested a different intention. Who did, however, unable to fulfill the command, knowing that frustrate him by, loses what he was zůstaveno.

### § 1571

The right to enforce the order, in addition to the person to whom the statement is to gain, the executor or other person to do in the will called up.

#### § 1572

(1) if the order is directed to benefit more people, without further specification, click osoba difficult to meet the legal person authorized to protect the interests of such persons. If more of such legal entities and is not an obvious other zůstavitelova will, a person has a difficult choice command, it fails if without undue delay, the court shall determine the person entitled to the proposal of the person on it has a legal interest.

(2) if the order is directed to public benefit, may enforce compliance with the order and the relevant public authority.

#### § 1573

Speaks to the deceased for the purpose for which it leaves something to someone, but not impose an obligation for that purpose left things to use, look at his speech as an option will not legally binding.

#### § 1574

The provisions which the deceased heirs or legatee orders threatening the loss of any benefits that contradicted the will has no legal effect, if only resistance against the authenticity of the will or the interpretation of its meaning.

#### Subsection 4

#### Cancellation of wills

#### § 1575

(1) A testator has the right individual will or its provisions at any time.

(2) A will be deleted reference to acquisition or later will.

§ 1576

Acquisition of new testament

Subsequent acquisition of the earlier wills will be canceled in so far as it can not stand next to the later wills.

Revocation of wills

§ 1577

The explicit appeal to the will requires expression of the will made in the form prescribed for the acquisition of a will.

§ 1578

(1) The appeal shall be subject to the will silently destroy the documents on which the will was written. If the testator destroys only one of several copies of wills, it can not be assumed to have its appeal.

(2) violated the Charter of the deceased in another way, or not renew the will, although he knows that the document was destroyed or lost, it will be canceled, it follows from the circumstances of the deceased undoubtedly the intention of revocation.

§ 1579

(1) If the will is taken in the form of public documents, the testator has the right to request at any time, so it will have been issued, will be issued only testator personally. If you go to the testator will be deemed to be withdrawn; learn about the deceased, who gave his last will and testament of appeals also issued guidance notes on the document in its statement.

(2) If the will is placed in official custody, the testator has the right to demand her release, release the will has no legal consequences under the second sentence of paragraph 1

§ 1580

If the testator revokes a will later, but keep the former, it is considered that the former will remain in force and looking at it as if it was not canceled.

#### § 1581

##### Ineffective revocation clause

If the testator declares to be invalid all his next purchase in the event of his death, or that such acquisition shall be void, which will be set up in some form, to disregard it.

#### Section 3

##### Inheritance Contract

#### § 1582

(1) testate succession agreements calling the other party or third person for an heir or legatee and the other party accepts it.

(2) Inheritance agreement takes the form of a public document.

#### § 1583

What's in this section of the contractual heir, also apply to contract legatee.

#### § 1584

(1) may conclude a contract of inheritance deceased adult who is fully Every competent, if the testator in incapacitation limited inheritance may enter into an agreement and commitment to change it with the consent of a guardian.

(2) inheritance, the parties may enter into an agreement and commitment from the only change personal behavior.

#### § 1585

(1) contract of inheritance can not take the whole estate. A quarter of the estate must remain free to the deceased, it could take a particularly manifested by their will. If the testator wants to leave the Party and the heirs of this quarter may do so wills.

(2) Who was the incapacitation limited to the addiction to alcohol, use of psychotropic substances or toxins or similar products or obsessive passion for gambling addiction represents a serious mental disorder, it may take just a contract inheritance property, which is eligible to make a will. This property is calculated quarter by its acquisition of dedicated specifically manifested will.

#### § 1586

If the inheritance contract with that other heirs renounce their birthright, loses a waiver of inheritance effects, do not inherit the heir called to the inheritance contract.

#### § 1587

The conditions in the agreement of succession applies § 548 and 549th

#### § 1588

(1) Inheritance agreement does not prevent the testator to dispose of his property during his life at will. Unless otherwise agreed, can the heir party called to transfer their right to another person.

(2) Take a However, if the testator in the event of death or close to a deed of gift so that the inheritance contract is not compatible with the contractual heir may call the ineffectiveness of these legal actions.

#### § 1589

(1) agreement between the parties that the testator transfers property to the heirs of the contract already in his lifetime, the property can be written in the form of a public document. In this case, if the testator does not transfer all their property, or obtains a transfer for other property, the inheritance tax treaty applies only to property written as follows, unless stipulated otherwise.



(2) Where there is surrender while still alive, the rights and obligations under the agreement of succession to the heirs of heirs of the contract, unless stipulated otherwise.

#### § 1590

Its obligations of the deceased estate may cancel the contract and the acquisition will. The effectiveness of the abolition of the contract requires the consent of heirs made in the form of a public document.

#### § 1591

Inheritance agreement invalid for lack of form or invalid for failure to fulfill the conditions in § 1584 and 1585, or because it satisfies the provisions of contracts under Part Four of this Act, may yet force the will, if all other requirements of a will.

#### Special provisions on inheritance contract between spouses

#### § 1592

(1) Spouses may enter into a succession agreement under which one calls the other side of the heir or legatee, and the other party accepts the profession, or is this the heir or legatee as calling the other.

(2) Such a contract may be available in case of marriage, spouses and close, but the contract will become effective until after the marriage.

#### § 1593

(1) divorce does not interfere with the rights and obligations of the agreement of succession, inheritance contract unless designated otherwise. After the divorce, each party can claim to inheritance, the court dismissed the contract. The court does not comply with the proposal, if directed against any person who was not caused by disruption of marriage and divorce disagreed.

(2) Statement marriage cancel out the rights and obligations of inheritance contract, unless such marriages already terminated by death of one spouse.

## Part 3

### Link

#### Section 1

#### General Provisions

##### Establishment of reference

##### § 1594

(1) establish a reference to the deceased so that purchase orders for the death of a person that issued the legatee object reference. Legatee can only be qualified to inherit. If permitted by the deceased heir to the determination that he does not inherit a thing, it is considered a reference to the establishment of the legal heirs.

(2) The donation is conditional on the donor survives the donee shall be considered as a reference if the gift giver did not give up the right to appeal.

##### § 1595

The link can take to establish a person capable of wills. Can take incompetent testator of his property only to refer to other items of small value.

##### § 1596

Testator can also leave heirs or spoludědicům preferred link, with respect to this reference will be considered as odkazovníci.

##### Laden reference

##### § 1597

Links seem to be borne by the heirs of all proportion to their share, and even if it has been bequeathed thing belonging to one of the heirs. This does not apply if the testator specifically meet the orders of the reference individual heirs or legatee.

#### § 1598

Each of the heirs of the value must be less than one quarter inheritance links unloaded. When loaded with more deceased heir, the heir has the right to a proportional reduction of the link.

#### § 1599

##### Pododkaz

(1) command if the deceased legatee meet another link, legatee shall not relieve the obligation to meet the next link or the fact that the value exceeds the reference for further reference.

(2) will not hold if the legatee link, another link to meet the one who fell reference. This obligation shall be relieved, passes on a link, which fell to him, the person who was next link zůstaven.

#### § 1600

Deceased, who remembers a reference to a specific group of people such as relatives or particularly poor, or the community, charitable or similar purpose, can leave heirs or someone else to determine how and which of those persons or purposes to be divided by. Save where the testator about it, my choice of heir. If he can not exercise the option heir, legatee determined by the court.

#### § 1601

##### Substitution for references

Testator may order substitution of the reference to trust or succession. In such cases shall apply mutatis mutandis the provisions of § 1507 to 1524.

##### The withdrawal of the reference

#### § 1602

It is considered that the reference was removed when the testator  
a) would destroy the thing, or disposes, and again it has become,

- b) would change the thing in such a way that it is already another story, or
- c) would claim recovered and selects.

## § 1603

It is considered that the reference was withdrawn when the matter came referenced by another person or if it was willed thing altered or destroyed outside the will of the testator. This is true even when compared to the testator if the debtor is referenced claim on its own initiative.

## Section 2

### Special rules for particular kinds of links

#### Subsection 1

#### Link a certain type of things

## § 1604

(1) In the case of a reference type, if such things in the estate, have a difficult person by reference to the matter will be issued legatee. However, they must choose such a thing, you will be able to enjoy the legatee.

(2) Leave the legatee is to think of several things he chose to choose well the best thing.

## § 1605

(1) In the case of a reference type, but the estate is not a valid reference. Refer to the deceased a few things a certain type and if there are no specified amount in the estate, the legatee is satisfied with those in the estate are.

(2) Neodkáže However, if the testator expressly thing certain type of your property and if such a thing in estate, bear it difficult to link a person legatee in quality and reasonable personal circumstances need legatee.

## § 1606

(1) A testator may appoint another person to choose which of several things to get a legatee. Failure to exercise the option if the person, the court shall determine a reference with regard to personal circumstances and the need legatee.

(2) The court shall also link when legatee not exercise an option that was left to him, within the period specified on the application difficult to reference person.

#### § 1607

Reference person of money committed to their heavy with reference to payment, whether cash in the estate are or not.

#### Subsection 2

#### Link certain things

#### § 1608

In a repeated reference to certain things in one or more provisions of the legatee has the right to referenced matter and its price at the same time. Other links, even if they contain the same kind of thing or the same amount of money belonging legatee, are repeated many times.

#### § 1609

The reference case, which at the time belonged to the legatee of the will not be considered. When it came later, he paid the usual price of a thing, if it had not free himself from the deceased,, the reference was removed.

#### § 1610

(1) Disregard the reference to foreign things do not fall either the testator or the heir or legatee, who has to give to someone else. If they are reliant on that person or the right proportion of things, such reference concerns only the interest or rights.

(2) If the testator ordered that foreign thing to be bought and given the legatee, but the owner wants to sell it at market value, it is worth the price legatee.

#### § 1611

Stop loading or other dependent things affect the recipient as a link failure.

#### Subsection 3

#### Link claims

#### § 1612

In reference to claims by the deceased belongs to someone else, forward this reference person burdened with debt and securing it if necessary accessories legatee, he shall issue the necessary documents regarding the claim and tells him everything is the claim against the debtor needed.

#### § 1613

Reference to any debt includes all debts, while the establishment of a lasting legacy, but not claims arising from securities and passbooks or debts encumbering immovable property and debts arising from the right material.

#### § 1614

Link claims that the testator as legatee, heavy with a person committed to legatee issued receipts or IOU returned.

#### § 1615

The waiver does not apply to debts incurred after the establishment of the link. Pardons If the reference security for a debt that still does not follow from that debt was waived. Extended only if the payment period will not generate more interest waiver.

## § 1616

(1) Reference debt that has to pay the deceased legatee, has the legal effect that the person committed heavy with reference to recognize the debt which the deceased expresses definitely prove or legatee, and pay it by the deadline for fulfillment of the other links without regard to the conditions and deadlines, which is laden negotiated a decedent.

(2) He orders the deceased to claim odkazovnikova was arrested, he must be given sufficient certainty.

## § 1617

Refer to the deceased to someone the same amount that they owe it to him alone, it is considered that the reference did not satisfy the debt. Legatee receives a reference debt.

### Subsection 4

#### Other links

## § 1618

### Link to children and relatives

Children means only the sons and daughters if the testator to remember someone else's children. If this is not a testator's own children, this means entering the descendants and their place.

## § 1619

Even if other links than under § 1594 to 1618 shall apply mutatis mutandis § 1503rd

### Section 3

#### Acquisition of the reference

## § 1620

(1) legatee acquires the right to link him and his successor the testator's death.

(2) The right to link, which has still to be incurred, § 1480 applies mutatis mutandis.

#### § 1621

(1) would become a matter of legatee way to take ownership.

(2) If, the right to link, the legatee may claim dependent release things. Write to the thing willed in the public list, replace the declaration of the asset executor, otherwise difficult person with a notarized signature, unless the maturity of the reference postponed, the legatee shall be entered into the public list, right after the testator.

#### § 1622

Before the death of the testator's legatee can not link right to convert or get it on.

#### § 1623

Declares the legatee manner as is provided for non-heritage, that link does not want to look at him as if he never regained the link.

#### § 1624

(1) Reference of individual items from the estate of reference and rights relating to such things may be required immediately. This also applies to link smaller rewards for employees and community links, and similar charities. Other references are payable for the year after the death of the testator.

(2) The provisions of paragraph 1 shall apply, unless other obvious will of the testator.

#### § 1625

When you reference individual case belongs legatee of the due date of the reference fruits and benefits and everything will be added to the point, including the rights associated with the case. From



that day affect legatee and defects in the dependent case, as well as its deterioration or destruction arising from facts for which no one answers.

#### § 1626

(1) In reference to benefits payable yearly, monthly, or otherwise acquires the right to the legatee the amount that falls on all the time, live to see if its beginning, but the installment becomes payable at a specified time to maturity.

(2) The maintenance of the reference shall apply mutatis mutandis § 922nd

#### § 1627

##### Právo legatee to ensure

(1) In reference to refill or link, the performance is still not possible to claim due to the statutory period or due to time or condition for the testator, the legatee to the person difficult to link the right to provide adequate security. This does not apply if it is clear that protection is not needed.

(2) Otherwise, the legatee to the person difficult to reference the same rights as any other creditor.

#### Loose link

#### § 1628

(1) If the legatee can not accept or reject a link if it falls sub link. If the sub and if all reference to a few people remembered either without specifying the shares, or a general term, meaning divided by straight, there will share a relatively relaxed other shareholders.

(2) If the legatee zůstaven a share, is allowed to increase under paragraph 1, unless the testator's apparent intention to leave the link listed odkazovníkům and that determination would not share anything other than restrict legatee.

(3) In other cases, the duty to fulfill the link expires.

#### § 1629

Who benefits from the release of a link or that link to meet the obligation ceases, and this affects the burden associated with the link. This does not apply if it is just a personal reference person acts initially difficult.

#### The rights of the heirs vyhradivšihho list

##### § 1630

(1) If the net estate links so burdened that it is almost exhausted and heir exercised its right under § 1598, the only heir entitled to reimbursement made subject to references and appropriate compensation for their effort. Failing payment of the estate, the cost of the compensation in proportion to the value odkazovníci links and the heir to secure his right to a lien reliant subjects, without adequate protection is not required heir to handle links.

(2) However, if the legatee link already received the rebate is made according to the value to that of the reference at the time of admission, and the benefits already gained from it. Legatee from the obligation of the contribution that issue with the link benefits the heirs or their price. In other respects the legatee to look like an honest holder.

##### § 1631

(1) Failing net estate to cover all debts and other mandatory spending, the references shall be reduced proportionately.

(2) Failing the net estate to carry out all references to satisfy themselves before all other reference provision, education and nutrition, other links are reduced proportionately.

##### § 1632

#### Compliance with a will the estate administrator

Unless an executor and heir does not want to pay last will meet your time and effort, the court on his proposal for that purpose appoint an administrator of the estate, or store managers meeting will last no longer who is called inheritance.

#### Part 4

#### Legal succession

#### § 1633

(1) Where there is no succession by inheritance or contract under a will, there is a sequence of legal heir to the estate or part thereof. If the legal heir, or not take the inheritance, they become heirs according to the proportion odkazovníci value of its links.

(2) Who came heritage because the heir to an inheritance or sub contract drafted wills or inherit not or would not, meet the rest of the testator.

#### § 1634

##### Escheat

(1) does not inherit if no lawful heir by inheritance or succession, the case of actual state and the state is regarded as if it was lawful heir, but the state has no right to refuse the inheritance, or the right on the link under § 1594, paragraph 1, third sentence.

(2) against persons other state has the same status as heir, which suggests reservation inventory.

#### § 1635

##### The first class of heirs

(1) In the first class heirs inherit zůstavitelovy children and husband, each of them equally.

(2) does not inherit some of the child, take his share of the inheritance of his children equally, as does the distant descendants of that ancestor.

#### § 1636

##### The second class of heirs

(1) If the testator does not inherit the offspring inherits the second class husband, the testator parents and those who lived with the deceased for at least one year before his death in the same household and who for this reason, care for common household or were dependent on the deceased.

(2) second class heirs inherit equally, husband always at least half of the estate.

§ 1637

The third class of heirs

(1) If the spouse does not inherit, nor any of the parents, in the third class inherit equally testator siblings and those who lived with the deceased for at least one year before his death in the same household and who for this reason, care for common household or were dependent nutrition for the deceased.

(2) does not inherit any of the siblings of the deceased shall take his share of the inheritance of his children equally.

§ 1638

The fourth class of heirs

Do not inherit if no heir in the third grade, fourth grade inherit equally deceased grandparents.

§ 1639

The fifth class of heirs

(1) does not inherit any of the heirs of the fourth class inherit only in the fifth grade parents deceased grandparents. Grandparents zústavitelova father seems half the inheritance of maternal grandparents zústavitelovy second half. Both pairs of grandparents are divided equally in half, which seems to them.

(2) do not inherit the individual member of the pair, the other falls vacant eighth member. If the couple do not inherit, or that the second quarter of the same pair of parties. If neither inherited a pair of the same party, the case of actual pairs of the other party in the same proportion as they share half the inheritance, which seems to them directly.

§ 1640

The sixth class of heirs

(1) does not inherit any of the heirs of the fifth grade, sixth grade inherits the children of siblings of children deceased grandparents and children of deceased, each equally.

(2) does not inherit any of the children's grandparents deceased, his children inherit.

§ 1641

Several of kinship

If someone is deceased relative from more than one party on each side of the law of succession, which would have belonged to a relative on this side.

Part 5

Compulsory part

Offsetting part of the compulsory share of inheritance and

Section 1

Meaningful heir

§ 1642

Nepominutelnému heirs of the estate belongs to the mandatory part.

§ 1643

(1) public policy, children are heirs of the deceased and to inherit, then they are their descendants.

(2) If a meaningful heir a minor, he must get at least as much is three-quarters of its legitimate share of the inheritance. If a meaningful adult heir, he must get at least as much is quarter of its legal share of inheritance.

§ 1644

(1) Compulsory zůstaven part may be in the form of share of the inheritance or legacy, but it must be completely unloaded nepominutelnému heirs.

(2) C of the deceased, which limit the mandatory part, shall be disregarded. It remains to be heirs nepominutelnému more than a mandatory part, subject to such regulations, made the acquisition of

the deceased in case of death, only the part that exceeds the mandatory part. This does not apply if dies before the testator's heir meaningful, if not inherited or for another reason.

(3) A testator may also save nepominutelnému heirs to decide for what I leave him with restrictions or a mandatory part.

#### § 1645

Who renounced inheritance or compulsory work, who is ineligible or who inherit the deceased was disinherited, the right to a compulsory part does, but in calculating the mandatory parts of the other heirs to him just looks as if the law of succession has not been excluded.

#### Section 2

#### Disinheritance

#### § 1646

(1) For legal reasons can nepominutelného vyděděním heir of his statutory right to exclude part or in its shortened his right. Testator may disinherit nepominutelného heir

a) he has failed to provide needed emergency assistance,

b) the testator does not show real interest in what would be manifest,

c) has been convicted of an offense committed under circumstances which indicate its perverse nature  
or

d) leads a dissolute life permanently.

(2) A testator may disinherit nepominutelného and heir, who is ineligible to inherit, and is therefore excluded from the succession law.

(3) if it survives the testator disinherited offspring, or offspring do not inherit vyděděného child, unless the testator another will appear. Not live to see if the testator disinherited scion of death, his descendants inherited, except those who are self excluded from the right of inheritance.

#### § 1647

Testator may disinherit nepominutelného and heir, who is so indebted, or is acting so lavishly that there is concern that the offspring does not retain its mandatory part. Make it may just so that

everything remains the mandatory part of the children nepominutelného heirs or, failing them, their descendants.

#### § 1648

Save where the testator reason for disinheritance has a meaningful right to compulsory heir part, unless it proves to be legitimate reasons for disinheritance.

#### § 1649

(1) Declaration of disinheritance can be done, or you can modify or cancel the same way that acquires or cancels a will.

(2) In the same way, the testator said of one of the heirs rather than absolute bar, which shows a sequence of legal inheritance that comes into the estate.

### Section 3

#### Protection nepominutelného heir

#### § 1650

Meaningful disinherited heir has the right to invalidly mandatory part, if it was reduced to a net value of the compulsory part, has the right to its completion.

#### § 1651

(1) The right to a compulsory part of public policy and the heir of the testator which was known to be alive, and yet it omitted in the will.

(2) If the guilty person who was not overlooked by mistake, something that fulfills the legitimate reasons for disinheritance, looking at this as an omission made in silence and disinheritance by law.

#### § 1652

Can meaningful if the heir to his omission comes only from the fact that the acquisition of the deceased to death of him did not know such heir is entitled to a compulsory part of what it has under the law.

#### § 1653

He was the heir meaningful shortened or omissions contribute odkazovníci heirs and their rights to settle fairly.

#### Section 4

#### Calculation of compulsory work

#### § 1654

(1) meaningful heir is not entitled to a share of the estate, but only on the amount of money equal to the value of its mandatory part. Where, for the heirs to the particularly serious reasons and if it can be on its own motion heirs reasonably require, the court may authorize the repayment of part or mandatory suspension of his maturity; claim, however, bear interest from the date on which it was originally due.

(2) Paragraph 1 shall not prevent the meaningful heir agreed with the heirs of a will or inheritance contract otherwise reduced if the rights of other creditors, however, the agreement is ineffective against them. If during the probate proceedings agreed that instead of paying nepominutelnému heirs of the estate thing issues registered in the public list, write to the heir to a meaningful public list right after the testator.

#### § 1655

(1) to establish a mandatory part of the assets in the estate and shall prepare estimates, the testator's debts and deficiencies, which were losing the property at the time of death zůstavitelovy is deducted from equity. When calculating the compulsory part of the estate plus what is included in the mandatory part under § 1660 and the 1661st

(2) has a meaningful right to be heir to an estimate, ask questions, and comments apply.



## § 1656

Compulsory part down without regard to links and other defects arising from the acquisition in case of death. Pending the appointment of a compulsory heir meaningful part is quite involved in the profit and loss of inheritance. Who has the right to a compulsory part, has the right to bill pro rata share of the profit and loss from the death of the testator's estate to determine the mandatory part.

## § 1657

If you agree meaningful heir heirs surrender and approved by the court agreement, the provisions of § 1655 and 1656, apply.

## Section 5

Offsetting part of the compulsory share of inheritance and

## § 1658

Offsetting part of the compulsory share of inheritance or the obligation does not release anything unless it is a case under § 2072nd

## § 1659

Taking into account the expected value of what was provided and what is subject to counting, according to the time of submission. In exceptional cases the court may decide otherwise.

Offsetting part of the mandatory

## § 1660

(1) The compulsory part is set against anything meaningful heir of the estate actually came zůstaviteľovým reference or other measures.

(2) The mandatory part is counted and what meaningful heir of the deceased received free of charge in the last three years before his death, unless the testator orders to be carried off for a longer

period; In addition, the offspring counted and what the testator's free received dědicův ancestor. Including but not include the usual donation.

#### § 1661

(1) The compulsory part of the child is counted what the testator gave his life for the relief costs incurred in setting up separate households, with the foundation of marriage or cohabitation, or the like with the advent of the commencement of occupation or business; the mandatory part and it will be counted what the deceased used to pay debts of an adult child. It happened to do so before the last three years before zůstavitelovou death, they shall be included if the testator notice to the contrary.

(2) offspring who enters the place of his ancestor, is set against the mandatory part and what follows from the testator got his parents to enter the site.

Credited against the inheritance share

#### § 1662

Inheritance shares are calculated as a mandatory part.

#### § 1663

In sequence acquisition by the heirs in case of death or legal succession sequence, counting the share of inheritance will only ordered if the testator sign the will made in the form prescribed for the acquisition of a will.

#### § 1664

The court may be offset to the share of inheritance, even if it did not command the testator, if it was meaningful heir would otherwise unreasonably disadvantaged, to the usual donation shall be disregarded.

### Section 6

The right of certain persons on provision

#### § 1665

Who would otherwise be public policy heir, but is not entitled to a compulsory part, has the right to necessary food, if he receives it and is unable to feed himself, so can not get out of the estate more than it did his compulsory part. The right to food, however, not necessary the one to inherit the place of his descendant, or if his descendant on his site called for mandatory work.

#### § 1666

(1) The surviving spouse has the right to good nutrition from the estate for six weeks after the death of her husband. If a pregnant widow, has the right to decent food until the end of the sixth week after birth, has the same right zůstavitelova mother of the child, who was married to the deceased.

(2) If the surviving spouse a statutory share of inheritance denied or reduced, the surviving spouse must be entitled to pension until remarriage, if it otherwise lacks such a provision and is unable to feed himself, so can not get out of the estate more than what would amount to half of its legal share of inheritance. The right to necessary provision, however, does not belong to her husband, who did not share the good reasons for the deceased family household, spouse or unfit to be the heir husband, who renounced his heritage or refused.

(3) If it were right to decent food under paragraph 1 shall be reduced right to food required by § 1665, to shorten all of those rights so that all eligible received well. Necessary provision in paragraph 2 can not be provided to shorten it would be right for the necessary maintenance in accordance with § 1665th

#### § 1667

The surviving spouse takes ownership of chattels which are an essential family household equipment, although not an heir. This does not apply if the surviving spouse without good reason did not share a household with the deceased family.

#### § 1668

(1) If the surviving parents share legal inheritance denied or reduced, the surviving parent is entitled to necessary provision, if it otherwise lacks such a provision and is unable to feed himself, so can not get out of the estate more than they would be at third of its legal share of inheritance. The right

to be unfit parents belong provision be heir, parents who renounced inheritance or is refused, or a parent who committed the act of founding reason for disinheritance.

(2) Necessary provision can provide parents, contracted to be the right to necessary maintenance according to § 1665th

#### § 1669

Persons who have enjoyed until the death of the testator's free provision in his household, for the same provision for three more weeks after the death of the testator.

#### Part 7

#### The transition to the heirs of the estate

#### Section 1

#### Acquisition of heritage

#### § 1670

The acquisition confirms Heritage Court. Soud confirms acquisition of inheritance to the person whose right of inheritance was demonstrated.

#### § 1671

(1) has not taken the heir to the inheritance law before the court within a period determined by the court, the heirs of inheritance law does not expire, but when going through the estate is taken into consideration. This also applies to inheritance law an unknown heir or heirs of residence unknown, who was informed of his right to a decree for a period of trial and made themselves known.

(2) If an unknown heir or heir residence unknown guardian, the guardian can not make a statement that the heir to the legacy of refusing or that rejects or accepts.

#### § 1672

When applying the law of inheritance and more people disagree if you refer the court is of the heirs, the legal reason is weaker, exercised its right to action. Absence of the heir to the action within the time specified by the court, although not extinguished his right of inheritance, but when going through the estate is taken into consideration.

#### § 1673

(1) against the heirs, which is based on the undisputed inheritance contract in terms of authenticity, an action to refer any testamentary heir or legal heir. Against the heirs, who will be based on the undisputed terms of authenticity, the reference to bringing any legal heir.

(2) Indicate if the testator reason disinheritance, refer to the descendant of an action, who claims he was unjustly disinherited. If the reason for disinheritance listed, refer to bringing one who has inherited in its place.

#### Reservation list

#### § 1674

(1) A testator can not revoke the right of heirs to the estate inventory reservation. If you give up that right by inheritance contracts, account shall be taken to it.

(2) The right to a reservation list can be applied declaration made orally before the court, or a declaration addressed to the court in writing. If you set aside the heir to the list of reservations or conditions, disregarded. This statement also applies to the heir to the reservation list does not apply.

#### § 1675

The heir has the right to reserve inventory of the estate, if it is applied within one month from the date of his court to notify the law. If there are important reasons for it, the court extended the deadline heirs.

#### § 1676

(1) The Every competent, well-known and the present heir, who is not her husband, a descendant, ancestor or testator and the time limit under § 1675 does not respond, the reservation

does not apply inventory. From the other heirs, the court will require for their attendance and learning explicit expression, unless svéprávnému against her husband, ancestor or descendant heir effect occurred under § 1681st

(2) Who does not reserve inventory of the estate, and declared that the law does not apply the reservation list, you can reserve list later.

## Section 2

### Administration of the estate and its inventory

#### Managing the estate

##### § 1677

(1) Called if the testator's estate administrator or executor, the estate managed to confirm the acquisition of inheritance estate administrator, or executor. If the deceased did not call any of them, administers the estate of the heir, if the heirs neujudnají more and if you anything else, all heirs to manage the estate.

(2) If a good reason for it, other measures ordered by a court.

##### § 1678

(1) Who manages the estate, performs its simple administration.

(2) Who manages the estate, it will provide pension payments to persons who are entitled to them, and delivers a report on the links odkazovníkům allocated to them. Adult legacy, if agreed by the court.

##### § 1679

(1) The administration of the estate can steal or use something as security, if required by the interest in preserving the nature or value of assets under management, or for consideration. This is true even if the purpose is to be changed assets under management.

(2) The administrator or executor of the estate inheritance can make the simple act beyond the scope of government, with the consent of the heirs. Unless the heirs or the heirs of a person under the special protection of the approval of the court.

## § 1680

(1) heirs, the inheritance law is already clearly established, the court may allow even before the end of the probate proceedings to probate in certain subjects freely dispose of, if the testator's will meet secured or consent of the other fellow heirs, heirs and odkazovníci own motion.

(2) When applying the law of inheritance more people that you disagree, you can not measure taken pursuant to paragraph 1. Got But if the heirs of the benefits of earlier, he can withdraw it.

## § 1681

(1) It will take if the heir, without having the necessary powers, the full estate administration, cancels the effects of reservations from the beginning inventory, or if it did. This is true even if it is proved that the survivor heir property intentionally concealed mix if the heir to the estate of his fortune, can be distinguished without whom it belongs, unless it were already before the death of the testator. The same effect due to a reservation list comes from and against the heirs in the direct or indirect representation of someone else managing the estate as follows. Administers the estate of a person so close to the heirs, it shall be deemed to be acting as his deputy.

(2) The effect does not occur under paragraph 1 shall be distributed to heirs before the confirmation of the acquisition only legacy documents, records and portraits or family or other things commemorative nature.

## Conclusions estate

## § 1682

- (1) The court shall without delay measures to ensure the estate (the end), if
- a) is one of the heirs enjoys the full rights
  - b) any of the heirs is unknown residence
  - c) is the fear that the estate is insolvent,
  - d) the creditor suggested separation of the estate, or
  - e) if there's another important reason for special caution.

(2) If only one heir is legally incompetent, absent or unknown, can be content with such a seal of the estate, which is sufficient to satisfy the law of succession. This applies even if the person who has a right to the mandatory part.

#### § 1683

Conclusions do not need, if the estate immovable thing with adequate security.

#### Inventory of the estate

#### § 1684

(1) The purpose is to inventory the estate of the survivor's assets and determine the net value of assets at the time of death of the testator.

(2) jeopardize the timely implementation of this serious inventory, the inventory may be present and ask questions and make comments

a) an executor,

b) the controller heritage

c) any person who claims and proves his right of inheritance or the right to a compulsory share, or about whom it is known that he had such a right seems to belong

d) a creditor who has caused separation of the estate,

e) If the court agrees, and another person who demonstrates an interest in it; legatee but only if there is to be obliged to contribute fairly to the mandatory part.

#### § 1685

(1) The court shall order the estate inventory, apply the right heir to the reservation list, or if it is necessary to calculate the mandatory part.

(2) The court shall also list the estate,

a) If the heirs of a person who is not fully enjoys the full rights or which is unknown or absent, or a legal entity or public utility, established in the public interest (hereinafter referred to as "the person under special protection")

b) if the uncertainty about whether someone is or who is heir to heir,



c) requires that if a creditor under § 1709, or

d) If a creditor proves the deceased, that there is to perform an inventory of other serious reason.

#### § 1686

(1) The cost of inventory shall be paid from the estate and go rather to the detriment of those portions of inheritance of the heirs, which is a list of benefits. If the well can pay for an inventory of the estate, the court imposed these heirs to the costs quite a contribution.

(2) If the court ordered an inventory for the calculation of the mandatory part, expenses shall be paid from the estate and go rather to the detriment of all the heirs and the person who is entitled to the mandatory part. If the well can pay for an inventory of the estate, the court imposed the following persons to the costs rather contribute.

(3) Where the inventory of someone without it for a serious reason, the court will impose on that inventory carrying costs on its own.

#### § 1687

(1) If justified by the circumstances of the case, the court may decide to replace the inventory list of the estate of the survivor's estate property manager prepared and validated by all the heirs. Unless the administrator has set up the estate, he may appoint for that purpose court.

(2) In simple cases, the court may decide not contrary to the heirs of the estate inventory of replacement joint statement of the heirs of probate assets.

#### § 1688

(1) If it is proved that the statement or list under § 1687 do not reflect reality in the not inconsiderable extent,

a) by repealing the heirs of the early effects of the reservations list, or if it did,

b) a person referred to in § 1685, paragraph 2 has a right to demand that the court ordered a new inventory of the estate, if he proves that the legal interest.

(2) The effect pursuant to paragraph 1. a) does not occur to a person under special protection, unless it is proved that the survivor intentionally concealed property. This effect does not occur even to the heirs, who proves that he did not cause incomplete statement or list.

(3) caused an administrator, that the list under § 1687 is not complete, compensation came of that.

#### § 1689

If a known creditor, the court shall notify him that he was made an inventory of the estate and allow him to comment on the inventory.

### Section 3

#### Heritage Acknowledgement

#### § 1690

(1) The court confirms that heritage, and who reject the heritage of the proceedings is the best inheritance law of succession, after it is ensured that the will of the deceased will be adequately met.

(2) If called an executor, confirm compliance soudu zůstavitelových Regulation if it is not called to prove the court's heirs. If you agree or disagree heirs to what confirmed the executor, the court as proof cap.

#### § 1691

(1) In cases directed links, the court confirms the heritage after it is established that

a) odkazovníkům were reported link

b) due to references to persons who are not fully enjoys the full rights to legal persons established by public utility or public interest or for the references made to charitable and community service order have been met and that compliance with the non-mature links to ensure

c) ensure compliance with references and absent or unknown persons.

(2) The court may waive the security, if apparently useless.

#### § 1692

(1) heirs to the only court confirms that heritage came. Indicate who is the heir, whose estate becomes, why and whether this is done, subject to inventory, or without it.

(2) Several heirs and the court confirms the shares of inheritance, possibly offsetting the share of inheritance, and adding any links. When the distribution of the estate court also confirms what became heir to the legacy of each and why the distribution of the estate occurs.

(3) If the ordered sequence of inheritance succession by establishing trust, inclusion of time or otherwise, the court confirmed that it was enacted, who succeeds as heir to follow and what condition. Determine if the testator that the leading heir may freely dispose of the legacy, the court also confirmed it.

#### § 1693

(1) The heirs can before the court in probate proceedings agree on what will be the amount of their inheritance shares. Approved by the court by agreement, not inconsistent with the interests of the person under special protection.

(2) Inherits is made to the acquisition in case of death, your heirs may agree a different amount of inheritance shares than what they assessed the testator if the testator expressly admitted.

(3) Inherits the inheritance, according to legal succession, the heir has the right to require other heirs of the settlement, if cared for the deceased for a long time or contributed significantly to maintain or increase property *zústavitelova* work, monetary support or the like, without being considered rewarded. Settlement shall be provided at a reasonable duration and extent of what filled, and the value of the estate; of this amount will increase its share of inheritance. This is true even if the heir who is not a surviving spouse, the testator to perform maintenance or similar obligations.

#### Section 4

#### Distribution of estate

#### § 1694

(1) He made the deceased to death, the estate is distributed according to his will. Heirs court may agree that the estate wholly or partly divided or otherwise, unless the testator expressly admitted.

(2) assigned to the heirs of the deceased individual case on its assets, without explicitly ordered that the estate should be divided, as ordered, or that may be called the heir to accept only what has

been allocated, or that a thing is to remain in the ownership of the heirs , looking at his speech as an option will not legally binding.

#### § 1695

(1) If the deceased did not issue in case of death, the heirs may agree before the court on the distribution of any estate.

(2) If the deceased did not issue in some parts of the estate, or if not commanded, as it should be part of the estate or divided, or if the distribution of the estate under the will zůstavitelovoy not possible, the provisions of paragraph 1, mutatis mutandis.

#### § 1696

(1) The court agreement approved by the heirs of the division, if not contrary to the will of the testator and the limits of even the interests of its people under special protection. If the court does not approve the agreement confirms the acquisition of inheritance to the heirs according to their inheritance shares.

(2) The validity of a settlement of the estate are required to result in its closure was divided into a well-known estate. Agreement can be established as an easement or lien or other property right, even though it did not issue the testator.

#### § 1697

(1) The court divided the estate of the deceased under Regulation. If the testator has commissioned a third party determination of how the estate should be divided, the court that person shall set a reasonable period of at least two months to determine the court has disregarded if it is manifestly unjust or if there is to it after the deadline.

(2) if there are zůstavitelovo regulation, the court approved the agreement divided the estate heirs, failing agreement, the court divided the estate, if requested by all the heirs, and if the dispute is not between what belongs to the estate. The Court shall ensure that interests of the person under special protection.

(3) In other cases, the court confirms the estate and heirs do not share acquisition by inheritance inheritance shares.

#### § 1698

When the distribution of the estate can be settled right to compensation from the ratios between the heirs, the inheritance to set off and netting share links.

#### § 1699

(1) Under the circumstances may also be receivable or debt assigned to a single heir. Assigns if any debt heirs, without prejudice to the rights of creditors.

(2) The heir to his part-share allocation has bad things to spoludědicům entitled to reimbursement of what the fault is truncated.

#### § 1700

(1) divides the estate court at the request of heirs, shall establish a statement, which is based on an inventory of the estate or heirs of all the confirmed list. If there was something out of the estate sold by the will of the heir to the law, the estate shall be included in the price achieved at the alienation of the will of another heir to the market value at the date of inheritance law. The proportion of each of the heirs expressed in money shall be allocated to each subject according to the price specified in the statement.

(2) If the price of a subject is obvious, the court provides an estimate if the subject does not allocate all the heirs of their shares.

### Section 5

#### Debts involving the heir

#### § 1701

(1) the testator's debts are transferred to heirs, unless otherwise stipulated by law.

(2) The heir is bound to pay for burial costs and measures zůstavitelova zůstavitelova grave sites, unless these costs were paid from the estate pursuant to § 114 paragraph 2

#### § 1702

The heir can not dispense with his acquisition based on death from this heritage by refusing to purchase by exercising his right as heir at law. It may be the heir of acquisition in case of death or reject the inheritance.

#### § 1703

##### The rights of creditors prior to confirmation of heritage

Until the court does not confirm the acquisition of inheritance heirs, creditors may recover only a fulfillment to the person who manages the estate, and seek satisfaction only from the assets belonging to the estate.

##### Legal effects of non-application of the reservation list

#### § 1704

If the heir has not taken a reservation list, the testator's debts paid in full. Did not apply if the reservation list several heirs, the testator's debts paid jointly and severally.

#### § 1705

Performing an inventory of no legal effect for the scope of the obligation for payment of debts of an heir who does not take a reservation list.

##### Legal effects of reservations list

#### § 1706

Exercised if the heir to the reservation list, the testator's debts paid to the price of acquired inheritance. This is true even if the court ordered an inventory of the estate in the interests of the person under special protection.

#### § 1707

Each of the heirs, claiming the reservation list, the testator's debts paid jointly and severally with the other heirs, a creditor may each heir vyhradivšimu require a list of performance only in an amount equal share of his inheritance.

#### § 1708

Claims between the heirs shall be governed by general provisions on the joint debt.

#### Separation of the estate

#### § 1709

(1) The lender certifies that the fear of over-indebtedness heir, may before the court confirmed the acquisition of inheritance, suggesting that the estate has remained divorced from heir property and was managed as separate property. The court shall be denied if it is clear that there is no reason to fear.

(2) The proposal to prevent separation of the estate, the court upheld the acquisition of inheritance.

#### § 1710

Separated from the estate to satisfy a creditor who requested separation. The lender loses the right to satisfaction from the other heirs of the property, even if the heir does not take a reservation inventory.

#### Finding debt deceased

#### § 1711

Heir to reserving inventory, or whoever manages the estate, the court before the decision to confirm inheritance suggest that the court find the deceased debts creditors urged to make a reasonable period reported and substantiated their claims. Until the conclusion of the proceedings, which shall be so introduced, no heir or the person who manages the estate, the obligation to satisfy creditors.

## § 1712

(1) A creditor who does not register in time, is not entitled to the payment to the heirs if the estate is exhausted paying claims reported.

(2) The provisions of paragraph 1 shall not apply

a) If a creditor proves that the heir was aware of the claim or

b) if a creditor's claim of lien or other property right of things belonging to the estate.

## § 1713

Unless requested an invitation to creditors to satisfy or to any heir from claiming to be creditors without regard to the rights of others, and therefore does not reach the full payment of any creditor claims from the estate, the heir to the creditors bound beyond that described in § 1692, and to the extent a creditor in satisfaction of reaching cleanup under other legislation.

## Part 8

### Heritage Disposal

## § 1714

(1) legacy can be disposed of after the death of the testator, if the contract is concluded before, disregarded her. Theft heritage purchaser enters into the rights and duties belonging to the estate.

(2) disposes of the courageous legacy of the contract, if the theft was not a heritage basis of a contract taken to a list of rights and obligations. If such a list taken as a basis, depending on the content of the contract depends on the arrangements between the parties, how to apply the § 1716 and the 1717th

(3) The contract takes the form of a public document.

## § 1715

Parties shall report without delay the court proceedings leading heritage, that legacy has been stolen.



#### § 1716

(1) The transferee has the right thing belonging to the transferor, not as heir, but on another legal cause, or to written records of family portraits and nature.

(2) The licensee, however, belongs all that will be added to the heritage of the fact that fewer coheir or legatee, or in any other way would be if the alienator's right.

#### § 1717

Acquirer belongs and everything alienator has received the law of succession. However, the acquirer replaces the transferor, what the expended from its accession to inheritance or estate, and if the parties neujednaly something else, the cost zůstavitelova funeral and burial arrangements.

#### § 1718

Administer the estate if the alienator before the acquirer issued to the transferee is bound as příkazník.

#### § 1719

Transferor to the transferee is responsible heritage authenticity of his inheritance rights as specified. Where the licensee suffers damage, the alienator will replace it under Part Four of this Act.

#### § 1720

Alienator and acquirer heritage are creditors for the debts of the testator jointly and severally bound.

### PART FOUR

#### RELATIVE property rights

TITLE I  
GENERAL PROVISIONS FOR LIABILITIES

Part 1

The emergence of commitments and their contents

§ 1721

Commitment of the creditor against the debtor the right to certain transactions as the claim and the debtor has an obligation to the fulfillment of this right to satisfy the debt.

§ 1722

Transactions subject to an undertaking must be a property interest in nature and correspond to the creditor, even if that interest is not just property.

§ 1723

(1) The obligation arises from contract, wrongful act or from another legal fact, to do so by law eligible.

(2) Provisions for liabilities that arise from contracts, shall apply mutatis mutandis to liabilities arising under any other legal matters.

Part 2

Smlouva

Section 1

General Provisions

§ 1724

(1) Treaty reflected strany will establish between themselves and the commitment to follow the content of the contract.

(2) The provisions of the contract shall apply mutatis mutandis to his wishes by which one person addresses to those other, unless it eliminates the nature of the expression of the will or the law.

#### § 1725

The contract is concluded when the parties negotiated the content. Within the legal order is left to the parties free to negotiate out a contract and determine its content.

#### § 1726

Consider if the parties entered into a contract, although he actually neujednaly requirement, already had to negotiate the contract, he shall be regarded as a manifestation of their will to a contract if it can be, especially with regard to their subsequent behavior, reasonably assume that the contract entered into this agreement without the essentials. If, however, gave one of the parties when concluding a contract already clear that achieving consensus on some elements is a prerequisite for the contract, it is understood that the contract had been concluded, if all other respects the arrangement strany binds nor if it was made out of them write .

#### § 1727

Each of the several contracts at the same meeting or included in the same instrument is assessed separately. Does the nature of several contracts or purpose of their famous parties in the contract that are interdependent, the execution of each condition of other contracts. Termination of commitment from some of them without satisfaction of the creditor repeals other dependent contracts with similar legal effects.

#### § 1728

(1) Any person may hold a hearing on the contract freely and is not responsible for the fact that it does not close unless contract negotiations begin or continue doing it without the intention to conclude the contract.

(2) During the negotiations on the contract, the Contracting Parties shall submit all factual and legal circumstances which he knows or should know, so that each side could convince the possibility to conclude a valid contract and that each party's obvious interest smlouvu closed.

#### § 1729

(1) If, parties in contract negotiations so far, the conclusion seems highly likely, the party is dishonest, which despite the reasonable expectations of the other Party in contract negotiations for the contract terminates without it for a good reason.

(2) A party who acts dishonestly, it replaces the other hand, damage to, at most, however, to the extent that corresponds to the loss of the pending contract in similar cases.

#### § 1730

(1) shall provide to the parties during contract negotiation and communication of data, each party has the right to keep records about them, even if agreement is not concluded.

(2) Where a party receives in negotiations on a treaty on the other hand, confidential information or communications, ensure that they are not abused, or to prevent its disclosure without lawful reason. Violates this obligation and to enrich himself by the other party that what they were enriched.

### Section 2

#### Conclusion of Contract

##### A contract

#### § 1731

The draft contract (the "Offer") must be clear that whoever makes it, the intention to conclude a contract with the person against whom an offer is made.

#### § 1732

(1) Legal negotiations for a contract is an offer if it contains the essential terms of the contract so that contract could be entered into his simple and unconditional acceptance, and if it follows from the petitioner will be a contract is bound, if tender is accepted.

(2) It is considered that the proposal to deliver goods or provide service at a specified price made in the advertising business, in the catalog or by issuing a range of goods is subject to inventory depletion or loss of ability to perform business.

#### § 1733

Expression of the will, which does not § 1732, not supply and therefore can not be accepted. It contains the promise of fulfillment of his wishes for a performance or outcome, it is a public promise, or a mere invitation to tender. The same applies to speech that is directed against an unspecified group of persons or to the nature of advertising, provided that it clearly does not imply anything else.

#### § 1734

Offer made orally must be taken immediately, unless something else follows of its content or the circumstances under which it occurred. This applies even if the present party to make an offer made in writing.

#### § 1735

Offer made in writing to the absent party must be taken within the period specified in the tender. Where the time limit specified, you can accept the offer at the time appropriate to the nature of the proposed contract and speed means that the petitioner used to send offers.

#### § 1736

The offer is irrevocable, if it is explicitly expressed in it, or if agreed between the parties. The offer is also irrevocable, follows the behavior of the parties to the contract, from their previous trade, or from custom.

#### § 1737

## Cancellation of tender

Even if the offer is irrevocable, it can be revoked if revocation occurs the other hand, speech before the arrival of supply or at least simultaneously.

### § 1738

#### The withdrawal offer

(1) Even if the offer is revocable, it can not appeal within the time specified for its receipt, unless a reserve on the menu. Revocable offer may be revoked only if the revocation reaches the other side before she sent the offer is accepted.

(2) The offer may not be withdrawn if it is expressed in finality.

### § 1739

(1) Where an offer is rejected, the rejection efficiency expires.

(2) dies If either Party loses or incapacitation to conclude a contract, offer expires if it is obvious from the menu itself or the nature and purpose of the proposed contract.

## Acceptance of offer

### § 1740

(1) A person who is the offeree accepts the offer, if the show with her early acceptance to the appellant. Silence or inaction by themselves are not taking.

(2) Speech by the will, which contains amendments, reservations, restrictions or other changes, is rejecting the offer and is considered a new offer. Acceptance of the offer is an answer that defines the content of the proposed contract in other words.

(3) A with the addition or deviation to substantially change the terms of the offer, the acceptance of the offer if the applicant without undue delay the adoption of such refuse. An applicant may accept the offer with the addition or deviation has previously ruled out in the offer or otherwise, does not raise that question.

### § 1741

When more than one person offer for a contract is concluded, if they take a range of all such persons, unless the content indicates its intention to the petitioner to become a party to the treaty all persons to whom the offer is made, or if it can be reasonably assumed that intention from the circumstances under which the offer was made. The same applies if the petitioner's apparent intention to become a party to the treaty a number of these people.

#### § 1742

Acceptance of the offer may be withdrawn if the withdrawal reaches the adoption by the petitioner.

#### § 1743

(1) Even the late acceptance has the effect of early adoption if the petitioner without undue delay, at least verbally inform the person who made the offer, the acceptance is considered timely, or starts to behave in accordance with the offer.

(2) This follows from the document which expresses acceptance of the offer that was sent in such circumstances that the petitioner has come on time, if the transport proceeded normally, the late effects of early admission acceptance, unless the petitioner promptly inform the person at least verbally, which the offeree that it considers the offer as terminated.

#### § 1744

With regard to the content menu, or to practice the parties have established between themselves, or is it common for a person, the offeree, to accept the offer so that it claims to maintain, especially if provided, or accepts the transaction. However, the acceptance is effective when the conduct occurred, if it has it in time.

#### § 1745

The contract is concluded at the moment when the acceptance becomes effective.

### Section 3

#### Content of the contract

##### § 1746

(1) The statutory provisions governing the various types of contracts apply to contracts whose content includes essential provisions specified in the basic provisions for each of these contracts.

(2) Parties may enter into such a contract and not specifically regulated as a type of contract.

##### § 1747

Where a contract is gratuitous, it is considered that the borrower would commit less rather than more.

##### § 1748

It is understood that an arrangement that some of the content of the contract will be agreed by the Parties in addition, is a condition of effectiveness of the contract.

##### § 1749

(1) Ujednají If the parties to the contract, designate a third party or the court, such determination of the condition of the contract. Unless the third party element of the contract within a reasonable time or refuses to be ascertained, either Party may propose that this requirement by the court.

(2) In determining the requirements to account for the purpose of the treaty follows obviously, the circumstances under which the contract was concluded, and to ensure that the rights and obligations of the parties fairly organized.

##### § 1750

Does not propose the addition of authorized party named in the content of the contract period, or within one year of the contract, it is considered that since the beginning of the contract canceled.



#### § 1751

(1) Part of the content of the contract can be determined by reference to the terms and conditions, which the petitioner attached to the offer or that the parties are known. Different provisions of the contract before the business terms shall prevail.

(2) Links to parties in the offer and acceptance on the terms and conditions which you disagree, but the contract is concluded with the content specified in the extent to which conditions are not inconsistent, this applies even if the conditions excluded. Eliminated if one of the parties without undue delay by the exchange of expressions of the will, contract no.

(3) The contract between the entrepreneur can often determine the content of the contract simply by reference to the terms and conditions established professional or special interest organizations.

#### § 1752

(1) If a party concludes in the ordinary course of trade with a larger number of agreements which bind the people long been re-performance of the same species with reference to the conditions and results from the nature of the commitment of the negotiations on the conclusion of a reasonable need for subsequent changes, can we negotiate that the party can conditions change within a reasonable range. The Agreement is valid unless agreed in advance at least to the change and notify the other hand, if this party establishes the right to change and a commitment to refuse for this reason be terminated by giving sufficient time to procure similar supplies from another supplier's account, however, the arrangement that connects with a special notice requirement burdensome denouncing Party.

(2) Unless the agreement to the extent of changing business conditions, account for the changes brought about by a change in circumstances such that the conclusion of the contract by the parties related to business conditions had to assume or to changes brought about by changing its personal or financial circumstances.

#### § 1753

The provisions of business conditions that the other party could reasonably expect, is ineffective if not taken this party explicitly, the opposite arrangement is disregarded. Whether such a provision shall be assessed not only for its content but also the manner of its expression.

#### § 1754

(1) shall apply where the parties to the contract clause used in a modified rule of interpretation, it is considered that this clause was intended to produce legal effects specified unloading rules, which are invoked in the contract or unloading those rules that, taking into account the nature contracts normally used.

(2) If one of the parties to the contract an entrepreneur, it is possible to get through to this side of the meaning of the clause only if it is proved that its importance had to be this side of the unknown.

#### § 1755

Waive its right to the party general objections to the contract, to disregard it.

#### Section 4

##### Form of the contract

#### § 1756

If the contract words, must be obvious from the circumstances of the parties' intention to negotiate its requirements, taking into account not only the conduct of the parties, but also issued price lists, menus and other public documents.

#### § 1757

(1) Upon conclusion of the contract between the parties in a form other than in writing is left to the parties, whether the content of the agreement confirmed in writing.

(2) shall do so if the business side of one of them against the other in the belief that her confirmation faithfully captures the content of the contract, the contract has concluded with contents as specified in the certificate, although showing deviations from the actual content of a negotiated contract. This applies only if the exemptions in the certificate indeed named as content of the contract are irrelevant manner such that a reasonable businessman would have approved, and provided that the other party does not reject these deviations.

(3) Paragraph 2 shall apply even if the contract was entered into in the business of either party and its contents confirm the other party.

#### § 1758

Agreement between the parties that in order to enjoy some form of closure, it is considered that they do not want to be bound, if not complied with this form. This is true even if one effect of the parties will, if the contract was concluded in written form.

### Section 5

#### Effects of the contract

#### General Provisions

#### § 1759

Contract by the parties committed. It can be amended or repealed only with the consent of all parties, or for other legitimate reasons. Against other parties to the Treaty cause only in cases specified by law.

#### § 1760

The fact that the party was not entitled to a contract deal with what is allowable under the contract filled, by itself does not void the contract.

#### § 1761

Prohibition of loading or transfer case operates only between the parties unless it has been established as a right in rem. Such a prohibition is valid if it has been established for the duration of the Trust Fund, the Trust succession, agency or other specific and reasonable time in which the interests of the party, which is worthy of legal protection.

#### § 1762

(1) If a law is that the effectiveness of the contract should be a decision of an authority, the contract is effective in this Decision.

(2) Unless the proposal for a decision made within one year of the contract, it is considered that since the beginning of the contract canceled. This is true even if the proposal was rejected.

#### § 1763

Where a party gradually concluded agreements to various persons the right to use or enjoy the same thing at the same time, take a right person who gave the case to the transferor's use or enjoyment possible. If no such right belongs to the person with whom a contract, which became effective first.

#### Change in circumstances

#### § 1764

A change in circumstances after the contract to the extent that the supply of contract happens to any of the parties more difficult, nevertheless fulfill its obligation debt. This does not apply in cases specified in § 1765 and the 1766th

#### § 1765

(1) If a change in circumstances so substantial that the amendment establishes the rights and obligations gross disparity disadvantage either one of them a disproportionate increase in cost of performance or disproportionate reduction in the value of the transaction, the party has the right to pursue recovery against another party contract negotiation, if he proves that the change could not reasonably foresee or control and that the fact occurred after the conclusion of the contract, or the party concerned to become familiar conclusion. The application of this right does not entitle the party to postpone implementation.

(2) The right referred to in paragraph 1 arises the question, took on himself the risk of changes in circumstances.

#### § 1766

(1) Unless otherwise agreed by the parties within a reasonable time, the court to draft any of them decide that the obligation of a contract renewal changes the balance of rights and obligations of the parties, or that it cancels the date and under the conditions specified in the decision. The parties' court is not bound.

(2) The court shall reject the commitment to change, that the party has not exercised the right to resume negotiations on a treaty within a reasonable time, you had to find a change of circumstances, it is considered that this period is two months.

#### The Treaty, in favor of a third person

##### § 1767

(1) Where the debtor to perform under the contract to a third party, the creditor may request that the debtor is discharged.

(2) The content, nature and purpose to assess whether and when the third party has acquired a direct right to demand fulfillment. It is understood that a third person has acquired such a right has to be mainly for the benefit performance to her.

(3) Objections to the debtor under the contract against the third party.

##### § 1768

The refusal of the third party acquired the right to contract, looking at her as if it had acquired rights to a claim. If it does not contradict the content and purpose of the agreement, the creditor may seek fulfillment for themselves.

##### § 1769

#### Contract for the implementation of third party

Undertakes to provide one for the other parties to a third party, to have been committed by a third party intercession, agreed to provide plnění. Undertakes to anyone but the fact that the third party has executed what was agreed, damages suffered by the creditor if the meeting occurs.

## Special methods of concluding the contract

### § 1770

The provisions of the offer and acceptance shall apply mutatis mutandis to cases where the parties to a contract ujednají otherwise.

### § 1771

#### Auction

(1) When the contract is the auction hammer.

(2) For the bid shall be withdrawn if a higher bid is made, or if the auction ends otherwise than hammering.

#### Public competition for the best offer

### § 1772

Who will announce a competition for indeterminate persons best offer, does this call for tender.

### § 1773

The organizers shall determine in writing at least a general way the subject of the other principles and content of the agreement, which takes on, and determine how tender and the deadline by which tenders can be submitted, as well as the deadline for the announcement of the tender. The content of competition policy adequately to the public.

### § 1774

The promoter can not change the published conditions of competition or cancel the competition, unless it was in terms of competition reserved. Amendment or repeal shall publish in the same way that the conditions of competition published.

#### § 1775

(1) The promoter includes an offer to the competition, is responsible if its contents published by the competition rules. From them the offer may be adjusted only to the extent that conditions allow for competition.

(2) The competition is not included in the offer submitted after the deadline specified in the tender.

(3) petitioner is entitled to reimbursement of costs associated with participation in the competition, admit when he's playing field.

#### § 1776

(1) Unless the conditions of competition something else, can not withdraw an offer after the deadline specified in the tender for submission of tenders.

(2) Conditions of competition may determine that an offer may be amended or supplemented, changed or to supplement the supply made after the deadline specified in the tender for submission of tenders shall be disregarded. The correction of errors arising from the original offer can be made at any time if conditions do not exclude competition.

#### § 1777

(1) The organizer will select the most suitable offers and notifies its acceptance of the manner and within such period as identified in the tender notice.

(2) Unless specified in the tender process for selecting menu organizer is entitled to choose the offer that suits him best.

#### § 1778

(1) The promoter accepts an offer choice under § 1777th Notify the requesting party the offer is accepted after the deadline specified in the tender, the contract does not arise if the selected applicant without undue delay notify the promoter that refuses to accept the offer as of late.

(2) The promoter may reject all tenders submitted, if you reserve it in terms of competition.

§ 1779

The promoter shall notify without undue delay after the competition petitioner who failed in the competition that their bid rejected.

Public Offering

§ 1780

(1) The public offer is the manifestation of the will of the petitioner, which is aimed at people with a vague proposal for the contract.

(2) The initiative for concluding a contract, which entails the intention to conclude a contract or who does not have requirements under § 1732, paragraph 1, shall be considered as an invitation to tender.

§ 1781

The public offer may be revoked if the applicant published an appeal before a public offering in a way which was published a public tender.

§ 1782

(1) On the basis of a public supply contract is concluded with the one time and in accordance with her first notify the applicant that the public accepts the offer. Adopt a public offering at the same time several persons, the contract concluded with the one chosen by the applicant.

(2) Unless the public offer period for acceptance, it pays for the period appropriate to the nature of a public bid.

§ 1783

(1) Claimant notified to the beneficiary contract without undue delay after the public offering. Other reports that failed.



(2) If the petitioner confirm příjemci contract later than specified in paragraph 1, the contract shall not arise if the recipient refuses the contract without undue delay after the petitioner had been confirmation of the contract.

#### § 1784

(1) Determine if a public offer specifically, the contract concluded with a number of persons, or to all those who accept the public offer within the period under § 1782nd

(2) If the petitioner fails to comply with the notification obligation shall be bound by all admissions public offering, the agents did not report the result.

#### Section 7

#### Future agreement

#### § 1785

#### Basic Provisions

Contract on future contract with at least one party undertakes to conclude after ringing in the agreed period, or within one year, future contract, whose content is an arrangement of at least a general way.

#### § 1786

Obligated parties a duty to contract without undue delay after being authorized to do so party in accordance with the contract on future contract.

#### § 1787

(1) fails to bound the parties shall enter into a contract, the authorized party may request that the contents of a future contract by the court or person designated in the contract. Unless the person the contents of a future contract within a reasonable time or refuses to be identified, the authorized party propose to him by the court.

(2) Index future contract is determined by the purpose that closure is likely to pursue a future contract. It is based on proposals by the parties and taking into consideration the circumstances under which the future agreement concluded, as well as the fact that the rights and obligations of the parties were fairly organized.

#### § 1788

(1) does not prompt if the authorized party bandaged party to the contract on time, the obligation to conclude a future contract expires.

(2) a change in circumstances from which the parties in the undertaking of preliminary contract apparently based, to the extent that the bound, we can not reasonably demand that concluded the contract, the obligation to conclude a future contract expires. Failure by a Party has committed among changes in circumstances without undue delay, replace the rightful party that caused the damage.

### Part 3

#### Content of the commitments

#### General Provisions

#### § 1789

Commitment of the debtor is obliged to give something, do something, anything to delay or to tolerate something and the creditor is entitled to require from him.

#### § 1790

Commitment can not be changed without the agreement the creditor and the debtor, unless otherwise stipulated by law.

#### § 1791

(1) The occurrence and duration of the commitment to prevent, if not the reason why, under which the debtor has an obligation to fulfill, but the lender is required to establish the reason for commitment.

(2) If it is a security liability, lender liability does not prove cause, unless the law specifically provides.

#### § 1792

#### Remuneration for the performance

(1) Does the obligation of a contract parties to provide and accept claims for payment, without the above is an arrangement, or how this amount will be determined, it shall apply that payment was reached at the usual time and place of the contract. Unless steps are to determine the amount of payment shall be determined by the court with regard to the content of the contract, the nature of performance and practices.

(2) If the amount of the fee negotiated in violation of the law on prices, are agreed for that which is permissible under these regulations.

#### Disproportionate shortening

#### § 1793

(1) undertakes to the parties to the mutual fulfillment and where the performance of either party in gross disproportion to it, after giving the other party, the Party may request a shortened termination of the contract and return everything to its original state, unless it will complement the other side, what was reduced, taking into account the usual price at the time and place of the contract. This does not apply when the mutual conformity constitutes a discrepancy on the fact that the other party knew or did not know.

(2) Paragraph 1 shall not apply in case of acquisition of the commodity exchange, to trade in an investment instrument under another Act, by auction or public auction method built on the same footing, even in case of bets or games, or the settlement or novation, if they were honestly made.

#### § 1794

(1) The right does not arise under § 1793, if the ground of mutual plnění disparity results from the special relationship between the parties, especially if the party had reduced commitment to fulfill in part, for a fee and partly free of charge, or, if you can not determine the amount of shortening.

(2) The right under § 1793 does not arise even if waived if it is shorter and has expressly stated if that meeting receives an extra special price of popularity, or agreed with the disproportionate cost, although her actual price performance has been or should have be known.

#### § 1795

Right under § 1793 shall expire unless exercised within one year of the contract.

#### § 1796

##### Usury

Illegal is a contract which someone misuses the closure constraints, inexperience, mental weakness, upset or recklessness of the other party and give each other promise or provide indemnity or whose property value is to the mutual benefit in gross disproportion.

#### § 1797

A contractor who has contracted in the business has no right to demand cancellation of the contract under § 1793, paragraph 1, nor can invoke nullity of the contract pursuant to § 1796th

#### Contracts bonding method

#### § 1798

(1) Contracts bonding method applies to each contract, the basic conditions were determined by a Contracting Party or its instructions, the weaker party had no real opportunity of basic content of these conditions affect.

(2) If a contract for the weaker party to the contract form used in trade or other similar means, it is understood that the contract was concluded bonding way.

#### § 1799

Clause in a contract bonding method, which refers to the conditions set outside the terms of the agreement is valid if it was the weaker party with the clause and its significance it or if it is proved that the meaning of the clause had to know.

#### § 1800

(1) Where an adhesive contract clause means, which can be read only with special difficulties, or clause is for the average person incomprehensible reason, this clause is valid, if not cause damage or weaker party is shown by the other party that weaker side was the meaning of the clause is sufficiently explained.

(2) Where an adhesive contract clause means, which is particularly disadvantageous for the weaker party, without reasonable cause for it, especially diverges if the contract seriously and without special reason, the usual conditions ujednávaných in similar cases, the clause is invalid. If required by equitable arrangement of rights and obligations of the parties, the court will decide by analogy with § 577th

#### § 1801

If you deviate from the § 1799 or 1800, or to exclude some of these provisions to be disregarded. This does not apply to contracts concluded between businesses, unless the party shows that out clause in the contract and the text proposed by the other party grossly contradicts the principle of business practices and fair trading.

#### Interest

#### § 1802

If they are to be filled with interest and if the above arrangement, the borrower pays interest at the rate prescribed by the law. If the interest thus established, the debtor interest charged for loans provided by banks in the place of residence of the debtor at the time of contract.

#### § 1803

It is understood that the agreed upon amount of interest relates to the season.

§ 1804

Interest shall be payable in the same currency as the main debt (principal).

§ 1805

(1) If the period of interest payment arrangements to pay interest on the principal sum, and if the principal is payable later than one year, interest paid annually behind.

(2) A creditor who, without good reason hesitates to exercising the right to pay the debt so that interest is as much as a principal, shall lose the right to request additional interest. The date on which the right asserted in court, but his other interest belongs.

§ 1806

Interest on interest may be required if this was agreed. If it is a claim of wrongful act, interest may be of interest to request the date on which the claim was raised in court.

§ 1807

Advance

It is considered that, having given one party to another before concluding the contract, the advance.

Earnest

§ 1808

(1) If the agreement to the earnest, is required to be handed over by the contract. Pledge confirming the conclusion of the contract and the party that gave it provides assurance that the debt will be fulfilled.

(2) fails if the causes of the debt on the part of those who gave earnest, he can keep the earnest of the other party. She gave the earnest of that party has the right to require that either she was released twice as much debt or the debtor has met, or, if the debt is no longer possible damages.

#### § 1809

She gave the earnest side and if it was also agreed the right to withdraw from the contract without compensation negotiated separately, it is earnest for compensation. Withdraws from the contract if the party who gave earnest, loses his right to return; resign if the party who accepted the earnest, issue the second twice as much.

#### Part 4

The provisions on the obligations of contracts with the consumer

#### Section 1

#### General Provisions

#### § 1810

The provisions of this Part shall apply to contracts concluded with the consumer business (hereinafter referred to as "consumer contract") and liabilities arising from them.

#### § 1811

(1) All communications to the consumer, the entrepreneur to make a clear and understandable language, in which a contract.

(2) When a meeting of the parties to the contract and these facts are not obvious from the context, shall communicate to consumers in advance of the conclusion of the contract or before the consumer makes a binding offer

- a) his identity or phone number or address for service of electronic mail or other contact information,
- b) description of the goods or services and describe their main characteristics,
- c) the price of goods or services or its method of calculation, including all taxes and fees

- d) the method of payment and method of delivery or performance,
- e) the cost of delivery, and if these costs can not be determined in advance, a statement that can be additionally charged,
- f) information on rights arising from defective performance, as well as warranty rights and other conditions for exercising those rights,
- g) an indication of duration of contracts and conditions of termination of the commitment, if a contract concluded for an indefinite period,
- h) information about the functionality of digital content, including technical conservation measures, and
- i) details of interaction with digital content, hardware and software that businesses are known or can reasonably expect that he might be known.

(3) The provisions of paragraph 2 shall not apply to the contract

- a) concluded for the purpose of dealing with matters of everyday life, if it be to the mutual fulfillment immediately thereafter, and
- b) the delivery of digital content if it was delivered to the medium.

#### § 1812

(1) If you can interpret the content of the contract in different ways, the interpretation most favorable to the consumer.

(2) The agreement of derogations by the provisions of the Act provided for the protection of consumers is taken into account. This is true even if the consumer gives up a special law that gives him the law.

#### § 1813

It is understood that arrangements are forbidden, giving rise to a conflict with the requirement of significant imbalance of rights or obligations of the parties to the detriment of consumers. This arrangement does not apply to the subject of performance or price, if the consumer a clear and understandable manner.

#### § 1814

In particular, it prohibits arrangements that



- a) exclude or limit the rights of the consumer's defective performance or compensation for injury
- b) undertake to fulfill the consumer, while the business becomes liable to comply with requirement to depend on his will,
- c) allow the consumer business did not deliver what he has issued a consumer, even if the consumer smlouvu not close or cancel it,
- d) based entrepreneurs the right to withdraw from the contract without reason, not as consumers,
- e) establish a business without the right to terminate the commitment worthy of special consideration because without adequate notice,
- f) consumer irrevocably undertake to fulfill the conditions with which they had no opportunity of becoming acquainted before the conclusion of the contract,
- g) allow entrepreneurs to make his will changed the rights and obligations of the parties,
- h) delay to determine the price for performance,
- i) allow businesses to increase the price without the consumer will have a significant increase in the price of the right to cancel the contract,
- j) depriving the consumer's right to sue or exercise any other remedy or him from exercising such rights prevent or require a consumer to exercise the sole judge of the court or arbitrator is not bound by legal rules established to protect consumers
- a) delegate to the consumer required to prove compliance with the obligation entrepreneurs to it by the provisions of the contract for financial service, or
- l) depriving the consumer of his right to determine who has the obligation to be paid preferably the services provided.

#### § 1815

Inadequate arrangements to be disregarded, unless the consumer will allow.

#### § 1816

(1) To be paid if the price is at least partly through a loan or loans provided by the entrepreneur and use a consumer right to withdraw from the contract, subject to the effects of withdrawal on the loan agreement, or borrow, this applies even if the loan or lease by a third party under contract with the entrepreneur. In this case, the lender or loan, or other prohibited person to apply any sanctions to the consumer.

(2) The provisions of paragraph 1 shall apply if the consumer contract was concluded or distance means that it is a consumer contract for timeshare and other holiday services. In other cases, the provisions of paragraph 1 shall apply unless the party from him in the contract of loan or borrow or deviate is ruled out.

#### § 1817

Entrepreneur of the consumer may request additional payment before the consumer is obliged to pay under the main contractual obligation, if the consumer did not pay for this additional explicit consent.

#### § 1818

If the consumer has the right to withdraw from the contract under this part, shall not be required to state the reason and the right to withdraw from the contract can not be combined penalty. Taking advantage of the consumer right to withdraw from the contract under this part shall be considered a withdrawal period preserved if the consumer sends in its business during the announcement that withdrawal from the contract.

#### § 1819

Text appearance is maintained, if the data are provided in such a way that they can keep and re-appear.

### Section 2

Contracts concluded by distance means and commitments  
of contracts concluded away from business premises

#### Subsection 1

#### General Provisions

#### § 1820

Communication from the pre-contractual

(1) When a meeting of the parties to the contract and when used by him exclusively for at least one business communication tool that allows you to enter into a contract without the simultaneous physical presence of the parties (the "means of distance communication") or if directed to such behavior contract outside the usual business for entrepreneurs, shall communicate to consumers in advance of the conclusion of the contract or before the consumer makes a binding offer also

- a) costs of means of distance communication, if different from the standard rate
- b) an indication of any obligation to pay a deposit or similar payment, if required,
- c) if it is a contract whose object is the refilling, the shortest period of time during which the contract will bind the parties,
- d) In the case of contracts of indefinite duration or purpose of which is repeated the performance, an indication of the price or method of determining for a billing period, which is always one month if the price is fixed,
- e) For contracts of indefinite duration or purpose of which is repeated the performance, details of any taxes, fees and costs of goods or services identified by way of point b)
- f) if it can exercise the right of withdrawal, conditions, deadlines and procedures for exercising this right, as well as the form of withdrawal, the requirements of the implementing legislation,
- g) a statement that in case of withdrawal the consumer bear the cost of returning the goods, and the case of a contract concluded by means of distance communication costs for the return of goods if the goods can not be returned to its usual character postal route
- h) an indication of the obligation to pay a proportional part of the price in the event of cancellation of the contract for the provision of services and the performance has begun,
- i) if it is a contract under § 1837 point. I), an indication that the consumer can not withdraw from the contract, or under what conditions his right of withdrawal shall lapse and
- j) an indication of the existence, nature and conditions of extra-judicial handling of consumer complaints, including information that can lodge a complaint to the supervisor or state supervision.

(2) Information pursuant to paragraph 1. f) g) h), the entrepreneur may also disclose to the consumer through the standard instructions on how to withdraw from the contract, the requirements of the implementing regulation.

(3) If an entrepreneur has provided consumers completed sample information on the possibility of withdrawal, it is considered that told consumers the information referred to in paragraph 1 letter. f), g) and h).

If an entrepreneur has not communicated to the consumer data on other taxes and fees shall be borne by the consumer § 1811, paragraph 2, point. c) or costs under § 1811, paragraph 2, point. e) or § 1820, paragraph 1, point. g) the consumer is not obligated to such taxes, fees or costs borne by entrepreneurs.

## § 1822

### Content of the contract

(1) The contract must also contain information that is disclosed to consumers prior to its closure. These data can be changed, if the Parties expressly ujednají. The contract must be consistent with the data, which were communicated to the consumer before the contract is concluded. These data can be changed, if the Parties expressly ujednají, as otherwise the information content of the contract more favorable to consumers.

(2) entrepreneur consumer spending immediately after the conclusion of the at least one copy.

## § 1823

### Liabilities for service contracts

If the contract services, will begin business with the fulfillment of its obligations within the period for withdrawal only at the express request made by the consumer in text form.

### Specific provisions on the obligations of contracts

#### concluded by distance means

## § 1824

(1) shall be negotiated if the contract by means of distance communication shall communicate to the consumer the information specified in § 1811, paragraph 2 and § 1820 paragraph 1

(2) As a means of distance communication does not provide the consumer with all the information consumers receive at least the information under § 1811, paragraph 2, point. a) b) c) g) and data according to § 1820, paragraph 1, point. b), c) and h). Other information shall communicate to the consumer in text form by the time of performance.

## § 1825

Arranged if the contract over the phone, shall communicate to the consumer at the beginning of a call, basic information about yourself and the purpose of the call.

## § 1826

(1) When the electronic state business and data

- a) whether the concluded contract will be deposited by him and whether it will allow consumers to access,
- b) the languages in which the contract can be concluded
- c) the individual technical steps leading to the conclusion of the contract,
- d) the possibilities of finding and correcting errors caused by data entry before submitting the order and
- e) codes of conduct that are binding for business or voluntary compliance and accessibility by electronic means.

(2) Paragraph 1 shall not apply if the contract is concluded only with the use of electronic mail or similar means allowing separate connections and data storage.

(3) Prior to submitting orders must be in the electronic consumer to check and change the input data entered into the order.

## § 1827

(1) Where a consumer orders through any means of distance communication, the entrepreneur is obliged by any means of distance communication shall acknowledge its receipt, it does not apply when the contract is concluded exclusively by exchange of electronic mail or by equivalent individual communications.

(2) is concluded if the contract using electronic means, providing business consumers in text form, except as amended by contract and general business conditions.

## § 1828

Specific provisions on the obligations of contracts

off-premises

(1) shall be negotiated when the contract is outside the normal business for businesses, consumers shall communicate in writing the information specified in § 1811, paragraph 2 and § 1820, paragraph 1, in another text form only if agreed to by the consumer.

(2) A contract made outside the normal business for entrepreneurs is also considered a contract

- a) in the usual space for business entrepreneurs, if it has been concluded immediately after the entrepreneur spoke to consumers outside of these areas, and
- b) during an excursion organized by an entrepreneur in the promotion and sale of goods or services.

#### Withdrawal from the contract

#### § 1829

(1) The consumer has the right to withdraw from the contract within fourteen days. The period under the first sentence runs from the date of the contract and if the

- a) the purchase contract, the date of receipt of goods,
- b) contract, which is the subject of several kinds of goods or delivery of several parts, from receipt of final delivery of goods or
- c) a contract, which is the subject of repeated regular delivery of goods, from receipt of first delivery of the goods.

(2) If the consumer was not informed of the right to withdraw from the contract in accordance with § 1820, paragraph 1, point. f), the consumer may cancel the contract within one year and fourteen days of the beginning of the period for withdrawal under paragraph 1. However, if the consumer has been informed of the right to cancel the contract within this period, runs fortnightly withdrawal period from the date on which the consumer has received instruction.

#### § 1830

If an entrepreneur allows the consumer to withdraw by completing and sending a standard form for withdrawal on the website, confirms the consumer without undue delay in text form was adopted.

#### § 1831

(1) If the consumer withdraws from the contract, send or transmit business without undue delay, within fourteen days after the withdrawal of goods received from him. If the consumer has already provided a service business that is not obligated to anything except as provided in § 1834th

(2) the consumer entrepreneur can charge only costs imposed by this Act.

#### § 1832

(1) If the consumer withdraws from the contract, the entrepreneur returns him without delay, no later than fourteen days after the withdrawal, all funds, including cost of delivery, which from him received under the contract, the same way. Businessman returns to the consumer purse funds received by other means only if agreed to by the consumer, and if he shall not bear the additional costs.

(2) If the consumer has chosen other than the least expensive method of delivery, which offers the entrepreneur, the entrepreneur returns to consumers the cost of delivery of the corresponding offered the cheapest way of delivery.

(3) Business consumers will pay the cost of returning the goods, if they did not warn consumers of the obligation to bear these costs in accordance with § 1820, paragraph 1, point. g).

(4) If the consumer withdraws from the contract, the entrepreneur is not obliged to return the funds received by consumers before it passes the consumer goods or demonstrate that the goods sent by entrepreneurs.

#### § 1833

The consumer business is responsible only for the reduction in value that arises due to the handling other than as necessary to deal with him with regard to its nature and properties. This does not apply if the entrepreneur did not communicate information to the consumer under § 1820, paragraph 1, point. f).

#### § 1834

If the consumer withdraws from the contract for the provision of services and entrepreneur with a performance at the express request of consumers began before the deadline for withdrawal, businesses pay a proportion of the agreed price for the implementation provided by the moment of

withdrawal. If agreed price unreasonably high, entrepreneurs will pay a proportion of the consumer price corresponding to market value of the service provided.

#### § 1835

The entrepreneur accepts the goods from the consumer's home at his own expense, if the consumer withdraws from the contract outside the usual business for businesses, goods were delivered to the home consumer at the time of signing and the nature of the goods it does not send the usual postal route.

#### § 1836

If the consumer withdraws from the contract bears no costs if the treaty

- a) whose object is to provide services to consumers and business failed to provide information pursuant to § 1820, paragraph 1, point. d) and f), or if the entrepreneur began with meeting the deadline for withdrawal, even though the consumer has expressly asked for, or
- b) the delivery of digital content, unless it was delivered to the carrier material and entrepreneur said it before the deadline for withdrawal, even though the consumer has expressly asked, or did not explicitly acknowledge that his right of withdrawal expires or contractor did not submit copy of the contract to the consumer.

#### § 1837

The consumer can withdraw from the contract

- a) service have been fulfilled with the prior express consent before the deadline for withdrawal and businessman before entering into a contract told a consumer that in this case is allowed to withdraw from the contract,
- b) the supply of goods or services whose price depends on fluctuations of financial market independently of the will and business that may occur during the period for withdrawal
- c) the supply of alcoholic beverages, which can be delivered after the expiry of thirty days and the price depends on fluctuations of financial market beyond the control of entrepreneurs
- d) the supply of goods that has been modified as desired by the consumer or to his person,



- e) the supply of goods subject to rapid deterioration, as well as goods delivery irretrievably mixed with other goods,
- f) the repair or maintenance conducted at the place designated by the consumer at his request, but not for subsequent implementation, other than the requested repairs or supplies other than those requested spare parts,
- g) the supply of goods in a sealed container, which the consumer has removed from its packaging and hygiene reasons it is not possible to return
- h) the supply of audio or video recordings or computer program, if violated their original packaging,
- i) the supply of newspapers, periodicals or magazines,
- j) on accommodation, transport, catering or leisure, if a trader provides those services in a timely fashion,
- k) concluded on the basis of public auction in accordance with the law regulating public auction or
- l) the delivery of digital content, unless it was delivered to the carrier material and were supplied with prior explicit consent of consumers before the deadline for withdrawal and businessman before entering into a contract told a consumer that in this case is allowed to withdraw from the contract.

#### § 1838

#### Unordered performance

He said if the entrepreneur consumer something without order and took the possession of the consumer, the consumer looks like an honest holder. The consumer does not bear the cost entrepreneurs nothing back, nor inform him about it.

#### Common provisions

#### § 1839

In case of doubt, the trader to prove that said consumer data that is required to disclose under this subsection.

#### § 1840

The provisions of this subsection shall not apply to the contract

- a) whose object is the provision of social services, social housing, childcare and support for persons who are permanently or temporarily in an emergency situation,
- b) whose object is the provision of health care
- c) the object is a bet or a game ticket,
- d) which concerns the creation, transfer or extinction of rights to immovable property and rent an apartment,
- e) which concerns the construction of new buildings and substantial redevelopment of the building,
- f) on tour
- g) the supply of foodstuffs, beverages or other goods for everyday consumption supplied to the consumer's home or other place designated by the consumer,
- h) the transport of persons
- i) closed at automatic vending machines or automated commercial premises, or
- j) with the publicly available electronic communications services through payphones for its use or enclosed in a single connection to consumers by phone, fax or Internet.

## Subsection 2

### Financial Services

#### § 1841

Contract for financial service for the adjustment of consumer contracts in this Act means any contract relating to consumer banking, credit, payment or insurance services contract relating to pension insurance, currency exchange, issuing electronic money and the contract for the provision of investment services or trade market in investment instruments.

#### § 1842

(1) The provisions of this subsection shall apply to a contract for financial services and the rights and obligations arising from it, if a contract was solely a means of distance communication.

(2) if we close, however, under a contract referred to in paragraph 1 of the same or another contract of similar nature, which in themselves over time, the provisions of this subsection only on the first contract, this does not apply if after the conclusion of recent contract expired more than one year.

If a contract referred to in paragraph 1 to any other expression of will like or similar nature, the procedure is similar.

## § 1843

### Communication from the pre-contractual

(1) An entrepreneur in advance of the conclusion of the contract or before the consumer makes a binding offer, shall inform the consumer in text form at least

- a) the information specified in § 1811, paragraph 2, point. a), b), d) and § 1820, paragraph 1, point. a) and c)
- b) their core business,
- c) the name and address of the authority responsible for the supervision or state supervision over the activities of entrepreneurs, in the case of business under a license,
- d) the total price including all services charges, as well as taxes paid by businesses and other related costs; not possible to determine the exact total price in advance, then all the information on how to calculate the final price enabling the consumer to verify this award,
- e) information on taxes or other costs that are not paid by entrepreneurs or entrepreneur does not choose,
- f) the potential risks beyond the control of business associated with the financial service provided, including any warnings that past returns do not guarantee future returns,
- g) information on the possibility or impossibility to withdraw from the contract under § 1846, including instructions on deadline for exercising the right to withdraw from the contract on the conditions under which it may be applied, the amount which may be made to the consumer under § 1849, as well as lessons about the consequences of failure to apply the right of withdrawal,
- h) practical instructions for exercising the right to withdraw from the contract, including the address space, which requires a notice of withdrawal sent,
- i) to the right of each party unilaterally terminate prematurely or obligation of contracts based on contract terms, including advice on possible sanctions
- j) the designation of a Member State or Member States of the European Union whose legislation takes an entrepreneur as a basis for the establishment of relations with the consumer before the conclusion of the contract,
- k) A statement of the contract clause on applicable law and jurisdiction in the event of a dispute under the contract,

- l) information about the language or languages in which the entrepreneur with the consumer to act on behalf of the commitment, and which provide a consumer contract terms and other data
- m) an indication of the existence, nature and conditions of extra-judicial handling of consumer complaints, including information that can lodge a complaint to the supervisor or official control,
- n) indicate the existence of a guarantee fund, and
- a) the period during which information should remain, including information on the price in force.

(2) If the entrepreneur through a representative or if the consumer agent, shall, together with the data referred to in paragraph 1, the information specified in § 1811, paragraph 2, point. a) the agent or agents, as well as legal grounds on which the agent is legally.

(3) From information supplied to consumers must be recognizable to their business purpose.

#### § 1844

(1) The contract must be consistent with the data, which were communicated to the consumer before the contract is concluded. If the content of the agreement but differ from these data, it must be communicated to the consumer before the conclusion of the contract and changes must be expressly identified in the contract, otherwise valid as the data content of the agreement more favorable to consumers.

(2) Data which have been communicated to the consumer before the conclusion of the contract must be consistent with the data to be communicated to the consumer under the law applicable to the contract.

#### § 1845

(1) If the contract is concluded at the consumer's request using the means of distance communication that do not disclose contract terms and other information in accordance with § 1843, the entrepreneur fulfills this obligation immediately after the conclusion of the contract.

(2) If so requested by the consumer at any time throughout the duration of the arrangement, has the right to receive the contractual terms in printed form, and the right to change the way remote communication, if not in the nature of services provided or the contract.

#### Withdrawal from the contract

#### § 1846

(1) The consumer has the right to withdraw from the contract within fourteen days after the conclusion of the contract, if it were data under § 1843 to 1845 communicated to the contract, then within fourteen days from the date on which they were communicated. The contract for life insurance or pension insurance the consumer has the right to cancel within thirty days from the date on which the entrepreneur is informed that the contract was concluded at a distance.

(2) If the entrepreneur has provided consumers misleading information, the consumer has the right to cancel the contract within three months from the date on which it learned of this, or should and could learn.

#### § 1847

The provisions of § 1846 does not apply in case

- a) the price of financial services depends on price movements in financial markets, the entrepreneur's control, such as services to foreign exchange values and investment instruments, or
- b) a contract of insurance or travel insurance for baggage or a similar short-term insurance with an insurance period shorter than one month.

#### § 1848

If the contract is linked to other financial service contract concluded manner and also distance related to the services it provides the entrepreneur, then withdrawing from the contract since the beginning of the financial service canceled and liability arising from the related contract. This is true even if carried out by a third party under contract with the entrepreneur.

#### § 1849

If the consumer withdraws from the contract after the entrepreneur require immediate payment of the cost for the service by this time has actually provided, the price must not be disproportionate to the extent the services provided. The right to payment of business rates but does not arise when he began to fulfill before the deadline for withdrawal under § 1846, without having agreed to by the consumer or entrepreneur proves that consumers learned about their right to request a price or a reasonable part of the consumer's withdrawal from the contract in accordance with § 1843, paragraph 1, point. g).

## § 1850

If the consumer withdraws from the contract, it will return all funds business, which from him received under the contract, immediately but not later than thirty days from the date of withdrawal. The consumer business return all funds or other property from which it received under the contract, within thirty days from the date on which notice of cancellation was sent.

## § 1851

### Unordered performance

Fulfilled if the consumer financial services business without an explicit order, there is no obligation for the implementation of the consumer to pay him or of which there are no other obligations.

## Section 3

### Timeshare and other recreational services

## § 1852

(1) The provisions of this section shall apply to a consumer contract, the consumer has under consideration

- a) the right to use overnight accommodation for more than one time period or the right to the benefit associated with accommodation, including any transportation or other services if such contract for a period longer than one year
- b) participation in an exchange system for the right to performance under a) in exchange for providing the possibility of another person to use their rights of similar contracts referred to in subparagraph a);
- c) the right to help entrepreneurs in the consideration paid transfer or acquisition of rights under point a).

(2) The provisions of this section shall apply mutatis mutandis to the contract on future contract pursuant to paragraph 1

## § 1853

If for use provisions of this section applicable commitment period, taking into account all the arrangements for the renew or extend the commitment of speech without the express will of the parties.

#### § 1854

##### Communication from the pre-contractual

(1) The supply or sales business in the invitation clearly indicating the business purpose and nature of action. Throughout its duration, consumers must have access to data under paragraph 2

(2) Before a consumer enters into or agrees to its conclusion, shall communicate to the consumer in free text format in the form in advance of data, which together form the essentials of implementing legislation to make them available to the consumer easy access. Businessman warns consumers to express their right to withdraw from the contract, the length of the withdrawal period and the ban on advance payments and other payments or collateral during the withdrawal period.

(3) The entrepreneur shall communicate information to the consumer in his choice in the official language of the EU Member State in which the consumer is resident or whose nationality is the consumer.

#### § 1855

##### Form of the contract

The Treaty requires the written form, but the entrepreneur is allowed to argue to the consumer void the contract for lack of form.

##### Content of the contract

#### § 1856

(1) The contract shall state the names of the parties and their place of residence, data communicated to the consumer before the conclusion of the contract and the date of contract and place where the contract was concluded.

(2) shall include a form for withdrawal; data in the form fills entrepreneur. Forms and Requirements list data in an implementing regulation.

## § 1857

(1) The contract must also contain information that is disclosed to consumers prior to its closure. These data can be changed, if the Parties expressly ujednají or if their discrepancy with the data specified in the contract caused unpredictable and ultimate cause of independent entrepreneurs will.

(2) If the entrepreneur does not tell the consumer before the conclusion of these changes in text form in a manner that allows easy access, and nevyznačí if the contract is explicit, the content of the agreement as an indication to the consumer better.

## § 1858

Arrangements on the right of withdrawal, the withdrawal period and arrangements for the prohibition of advance payments and other payments or collateral during this period, the consumer shall be signed by each separately.

## § 1859

Entrepreneur consumer spending immediately after the conclusion of the at least one copy.

## § 1860

### Language of the contract

The entrepreneur enters into a contract with the consumer in his choice in the official language of the European Union, the consumer's residence or the consumer is a national. If different from language to language that EU Member State in whose territory the immovable object or part thereof, subject to agreement by which the consumer has the right to use accommodations under § 1852, paragraph 1, point. a) consumer and business issues official translation of the text of the treaty in that language.

### Withdrawal from the contract

## § 1861



(1) A consumer may cancel the contract in writing within fourteen days after the conclusion of the contract.

(2) If the consumer was offered a contract that he will establish a fee for the right to use overnight accommodation for more than one period, for a period longer than one year and also the agreement is to establish his participation in an exchange system under § 1852, paragraph 1, point. b) withdrawing from running for a single period of both agreements. To run this contract period is determined by the consumer establishes a right to use the accommodation.

#### § 1862

(1) Unless the consumer after the contract is issued the execution, set the deadline for withdrawal, depending on the day the consumer received a copy of the contract.

(2) Unless the consumer issued a completed form of withdrawal, the consumer may cancel the contract within one year and fourteen days. Nevertheless, where this form is issued to the consumer within one year from the date the contract was signed or the date on which the consumer has received its copy, occurred at a later time, a deadline for withdrawal from the fourteenth day of receiving the form.

(3), where not specified in the contract data that must be communicated to the consumer before the contract is concluded, the consumer may cancel the contract within three months and fourteen days. However, where this information communicated to the consumer within three months from the date when the contract was signed or the date on which the consumer has received its copy, occurred at a later time, a deadline for withdrawal from the fourteenth day following the transmission of data.

#### § 1863

If the consumer withdraws from the contract, entrepreneurs may not return at their expense. If the service already provided to him, not from anything that entrepreneurs must.

#### § 1864

(1) If the consumer to conclude a contract referred to in § 1852, paragraph 1, point. a) or b), after not one based on this contract require advance payment or other consideration or ensure the consumer runs until the deadline for withdrawal from such agreement. If it please the consumer debt at this time of the contract is invalid acknowledgment of debt.

(2) If the consumer to conclude a contract referred to in § 1852, paragraph 1, point. c) shall not after anyone under the contract require advance payment or other consideration or security until the úplatnému úplatnému acquisition or transfer of a right or duty until the facility on the basis of this contract does not expire for other legal reasons. If it please the consumer debt at this time of the contract is invalid acknowledgment of debt.

#### § 1865

If the consumer withdraws from the agreement referred to in § 1852, paragraph 1, point. a) subject to the effects of withdrawal from the contract and the contract entered into by the consumer participation in an exchange system referred to in § 1852, paragraph 1, point. b) as well as to each other by contract or arrangement under which the consumer has acquired the right to a service associated with the main contract, whether such service is to provide the other side of the main contract or any other person pursuant to arrangements with that party. Prohibited to combine the effects of such withdrawal with the duty of consumers to pay for any costs or other claims.

#### Special Provisions

#### § 1866

(1) He concluded by a consumer for a period longer than one year contract that came into consideration for the rights to the benefits associated with accommodation or transport or other services to the account agreement, which obliges him to pay payments under this contract, including Member fee, otherwise than in equal payments, divided into annual installments in the same amount. This does not apply if the parties ujednají change in the amount of annual installments after the first year, according to price developments.

(2) entrepreneur in text form asks consumers to always pay at least fourteen days in advance, otherwise the debt is due within fourteen days after the businessman called on consumers to pay.

#### § 1867

He concluded by a consumer for a period longer than one year agreement, which came for consideration the right to the benefit associated with accommodation or transport or other services, and paid the second installment has the right at any time thereafter and without giving any reason the contract in writing resign within fourteen days from the date of business called him to pay any further payments or installments.

## Part 5

### Joint debts and receivables

#### § 1868

##### General provisions

(1) undertakes to several debtors to the same performance, or undertakes to several creditors of the debtor to the same performance, manage the common debt of the joint claim under the principles of co-ownership.

(2) If on one side of several persons, the other party the right to demand of a common representative for service. Failing to designate representatives to draft this court.

##### Indivisible performance

#### § 1869

Indivisible, the creditor may require performance of any one of several debtors, unless the nature of commitment implies that debt can be met only by the activities of borrowers.

#### § 1870

If the borrower is obliged to several creditors indivisible transaction is not obliged to fulfill any of the creditors, unless he gives him a reasonable certainty, or to agree to all the creditors. Whether spoluvěřitel who got the whole performance, something to the other must depend on the ratio between spoluvěřiteli, otherwise it is considered that it is not obligated to anything.

#### § 1871

##### Divisible performance

(1) Any of several joint debtors dělitelného performance is owed only their part and each of the several creditors dělitelného performance is the only creditor of his work unless the contract, law or court decision provides otherwise.

(2) If agreed, that any of the creditors may ask the entire transaction, the borrower meets all debt to those who asked to meet first. If the debtor has met all debt to one of spoluvěřitelů, others can no longer demand anything for him.

Debtors be jointly and severally

§ 1872

(1) If the borrower is obliged to fulfill several jointly and severally, are bound to one for all and all for one. The creditor may require performance of the whole or any part at all co-debtors, only some, or any of the joint debtors.

(2) Special arrangements and joint debtor creditor does not act against other spoludlužníkům.

§ 1873

Delay creditors against one of his co-borrowers default occurs and to the other spoludlužníkům.

§ 1874

When bound to carry out jointly by several enterprises, it is considered that they are bound jointly and severally.

§ 1875

It is considered that the share of debt for all co-borrowers are in the same ratio to one another.

§ 1876

(1) Applies to the lender against any co-borrowers of more than corresponds to his share, it shall inform the other co-debtor and giving them the opportunity to put their objections against the claim. He has the right to request to meet debt by shares that accrue to them or to him in this range otherwise get rid of debt.

(2) Compared to co-debtor more than its share is a matter for the other joint debtors to pay. Unable to fulfill one of the co-borrowers, allocates its pro rata share of all others.

Lenders authorized jointly and severally

§ 1877

If the borrower is obliged to fulfill a number of creditors entitled to it jointly and severally, any of them may claim the entire performance. The debtor completed in its entirety to anyone who asked about the performance first.

§ 1878

(1) a delay of spoluvěřitelů find themselves in arrears as well as other spoluvěřitelé.

(2) Collect the receivables and debts in the person of one of spoluvěřitelů be abolished and the other spoluvěřitelů claims against the debtor.

Section 6

Changes in liabilities

Section 1

Change in the person of the creditor or debtor

Subsection 1

Change of the creditor

Assignment

§ 1879

The creditor can claim the whole or part to move the treaty as the assignor and the debtor without the consent of another person (the assignee).

§ 1880

(1) assignment of the claim shall become the assignee of the rights and accessories associated with the claim, including its security.

(2) the assignor shall deliver all necessary documents assignee of the claim and tells him everything that is needed for the claim.

#### § 1881

(1) A transfer may be a claim that can be disposed of if the debtor and creditor arrangements excluded.

(2) can not assign a claim that upon his death or the contents of which would change the creditor to the detriment of the debtor changed.

#### § 1882

(1) Until the debtor fails to notify the assignor or the assignee of the assignment unless the debtor proves that the debtor may exempt from its obligations by meeting the assignor, or otherwise offset.

(2) stepped to the same assignee of a claim more than one person, is effective against the debtor's assignment, which they first learned of the debtor.

#### § 1883

Assignment has no effect against the person who ensured lien debt, liability or otherwise, until her assignment by the assignor or not so long as it proves the assignee of the assignment.

#### § 1884

(1) The debtor still maintained even after the assignment of a claim against the objections which he had at the time of referral. Of its counterclaims against the assignor and the debtor may plead against the assignee, even though at the time of the assignment were not yet due and must, however, his assignee claims without undue delay after he learned of the assignment.

(2) However, if the debtor against the assignee acknowledged honest claim as true, he is obliged to satisfy it as your lender.

## § 1885

(1) If the claim has been referred for consideration corresponds to the assignee of the assignee to the above consideration received with interest on that debt at the time of the assignment lasted, and is responsible for its recoverability. This does not apply if the assignee knew that the claim is the future, uncertain or recoverable.

(2) the transferor is not responsible for the collection of the assigned receivable has become uncollectible if a referral to either accidentally or inadvertently assignee. Oversight can be attributed mainly transferee if the claim recover without undue delay after having become due or to postpone the maturity of debt.

(3) Otherwise, concerning the rights and obligations of the assignor and assignee appropriate provisions of § 1914 to 1925; defect claims must, however, the assignee of the assignor criticize without undue delay after it could and should find out.

## § 1886

(1) At the request of the assignee, the assignor may enforce the assigned claim his name on behalf of the assignee, the assignment of a claim if the debtor has already announced or shown to the assignee of a claim to recover if he proves when consent of the assignee, the assignee of the claim and recover itself.

(2) enforced the assignee of a claim, the debtor may object to it their mutual claims to have against the assignor, but not claim to have against the assignee.

## § 1887

### Referral to file claims

A transfer can also file claims, whether present or future, if such a set of claims sufficiently addressed, particularly with regard to claims arising from a particular type of lender within a certain time or on different legal claims for the same reason.

### Subsection 2

A change in the person of the debtor

## Assumption of debt

### § 1888

(1) Who the Agreements with the debtor, that takes its debt as the borrower will take his place, gives the lender permission to the debtor or the transferee the original debt.

(2) Go to the transferee if the transfer of property to the point in a public list of registered and recorded lien or other charge on security matters, it is considered that the secured debt and moved confidently. After the transfer of ownership may invite alienator creditor in writing, to take him instead of the transferee as the new debtor. Deny the creditor to give consent, the consent given, if this result was specifically advised in the call.

### § 1889

Would not attract the creditor to take over the debt or refuses to give consent to it, there is no lender direct debt to the transferee the right; transferee has a debt against the debtor to arrange for the borrower to the lender did not perform. Such duty is to the debtor and the person he undertakes to bear the performance of its creditors.

### § 1890

(1) The content of the takeover of the debt obligation does not change. Transferee of the debt belongs to all the objections that could apply the original borrower. Assumption of debt side does not affect the rights attached to the claim.

(2) Provision of debt provided by a third party, however, lasts only agree to third party with a change in the person of the debtor.

### § 1891

An arrangement by which, instead of the current debtor whose debt is canceled, enter the new debtor to the debt of an independent legal duty or obligation to meet with a different subject, does not the consequences of debt assumption and consider as a novation.



## § 1892

### Accession to the debt

(1) Whoever without the consent of the Agreements of the debtor with the creditor that the debtor fulfills his debt, the debtor becomes a new addition to the original debtor is liable with him jointly and severally.

(2) If the debt has delivered the original debtor third party, not against it for failure to join the new debt by the debtor, unless to give consent.

## § 1893

### Acquisition of property

(1) If one assumes the transferor of the property or any designated part of his rather, it becomes jointly and severally with the transferor debtor from debts which have taken over the property on which the transferee is related to the contract knew or should have known. However, the acquirer is obliged to perform more than, the value of property, which thus acquired.

(2) assumes the property if such a person close to the transferor, it becomes jointly and severally with the transferor debtor from debts which have taken over the property related to, but not limited to the value of property, which thus acquired. This does not apply where it is demonstrated that a certain debt did not know or did not know.

(3) The opposite arrangement between the transferor and the transferee is ineffective against the creditor.

## § 1894

When converting a legal entity or the transfer of a branch or § 1893 does not apply.

### Subsection 3

### Assignment

## § 1895

(1) not excluded by the nature of the contract, either party may convert as assignee of the rights and obligations under the contract or part thereof to a third party, provided that the party transferred agrees, and if not yet fulfilled.

(2) If the performance of the contract be continued or periodic, the contract can be to proceed with the effects of what has not yet been fulfilled.

#### § 1896

For partial contract assignment or contract assignment assigns a number is not assigned the right to shorten the side of the clauses in the contract, such as particular arrangements of the condition, advance, pledge, contract penalty, withdrawal and termination payments, or the arbitration clause.

#### § 1897

(1) Assignment of the contract is assigned to the effective after its approval. If agreed in advance, contract assignment is assigned to the effective time when the transferor shall notify the contract assignment or the assignee of the contract assignment it proves.

(2) Where an agreement concluded in a written agreement that is entered into the ranks of a party or other arrangement having the same meaning, then that party shall refer the endorsement contract documents. The particulars of endorsement, as well as who is entitled to endorsement, and how their right to demonstrate, the law on bills. For them, it will also assess, from whom the instrument may require the person who came to her.

#### § 1898

The effective date of contract assignment to the assignee of the assigned side to exempt from its obligations to the extent assignment.

#### § 1899

(1) the consequences under § 1898 může ceded strana assignor to prevent a declaration that rejects his release. In that case, the transferred party after the transferor required to fulfill, if the assignee fails to fulfill the obligations assumed.

(2) A declaration may be made within fifteen days from the date of the transfer strana had or ever had to find that the assignee fails to. Delays with the statement, although not relieve the effects referred to in paragraph 1, the assigned party, however, damages caused by delay.

## § 1900

Transferred straně retained all the objections of the contract against the assignee. Other objections that the party had against the assignor, it will remain, if you reserve it in the contract or agreement with the assignment of the contract.

## Section 2

### Changes in the content of obligations

## § 1901

The parties will negotiate on the change of their rights and obligations.

## § 1902

### Novation

Agreement to change the content of the commitment, the current commitment canceled and replaced by a new commitment. If he can not present a commitment to stand next to the new obligation, it is considered that it was not canceled.

## Settlement

## § 1903

(1) The existing liability is replaced by a new commitment and by agreement of the parties shall adjust the rights and obligations between them, yet disputed or doubtful. If a settlement to the point right in rem recorded in a public list, the effects of settlement entry in this list.

(2) The settlement can not resist just because it was a mismatch between the performance of mutual parties.

## § 1904

Not affect the validity of the settlement by mistake in what was between the parties disputed or doubtful, unless the error caused by any party to deceit. Settlement agreed in good faith even if not invalidate, where it is based on the reality show outgoing post, that a party did not claim.

## § 1905

Settlement, which are to be adjusted between the parties any rights not apply to such rights, which was excluded, or the rights which the parties probably could not have in mind.

## Common provisions

### § 1906

Arrangements for novation or settlement must be in writing, if it was the original commitment established in writing, or amounts to a law already barred.

### § 1907

Ensuring the rights that are subject to novation or settlement, shall apply to the rights arising from them. If, however, provided a third person to ensure that the novation or settlement did not, is bound up in the range of the original undertaking and it still retained all the objections that could be applied against the claim, if the novation or settlement not occurred.

## Part 7

### Extinction of obligations

#### Section 1

#### Fulfillment

### General Provisions

#### § 1908

- (1) meeting the debt obligation expires.
- (2) The debtor must meet the debt at its own expense and risk properly and on time.

#### § 1909

Used when the borrower is in compliance with the contract as a means of paying the bill has no effect on the exposure drafts of monetary debt, but the creditor may require performance of the debtor of the debt, not only to achieve compliance with the bill, but if the creditor has achieved compliance, it shall be a debt exposure drafts have been met. This is true even if it was opened letters of credit, issued a check or in other similar cases.

#### § 1910

Against his will, the creditor can not be forced to accept something other than what pertains to his claim and the debtor may be compelled to give something other than what is owed. The same is true of the place, time and method of compliance.

#### § 1911

In order to meet the parties together at the same time, it can only be demanded by the party itself that debt has been fulfilled, or is willing and able to meet the debt together with the other party.

#### § 1912

(1) Who should play in the mutual performance ahead, it may withhold its performance until such time that it will be mutual benefits are provided or secured, but only where the performance of the other party threatened by circumstances which have occurred to her that he and should not be known when the contract was concluded.

(2) In the case referred to in paragraph 1 may also grant additional reasonable time to comply or to ensure the performance and after the lapse of withdrawal.

## § 1913

One side can not deny plnění or withdraw from the contract because the other side of the debt arising from a legal reason not fulfilled properly and on time.

## Proper performance

### § 1914

(1) Whoever performs for a fee to another, is bound to comply with those without defects vymíněnými or usual so that you can use the subject of performance under the contract, and if the party know, even according to the purpose of the contract.

(2) is satisfied if defective, the recipient has the right of the defective performance.

### § 1915

The debtor is required to fulfill the medium quality, unless the other party to the Arrangement quality.

### § 1916

(1) The debtor performs incorrectly, especially

- a) provide the characteristic performance, which has no set or agreed properties
- b) to warn of defects, which is the subject of performance, although in this subject is usually absent
- c) If the lender is satisfied in contradiction with the fact that the subject implementation has no defect or that the case fit for a particular use, or
- d) disposes, if foreign matter such as illegally married.

(2) The expression of the will, which the alienator is a limit in advance the scope of its statutory duties of defective performance shall be disregarded. Waive its right to the purchaser in advance of their right of defective performance, requires the expression of his will in writing.

### § 1917

If the defect is obvious and apparent even at the conclusion of the contract or if the defect can be ascertained from the public list, is payable by the transferee. This does not apply if the alienator defect slyly blurred or transferee expressly assured that such a thing has no defect or that it is not without defects.

#### § 1918

Handed over to the thing as it stands (úhrnkem), go to the detriment of the defects of the acquirer. This does not apply if the matter does not have a property on which the alienator said that it has, or has insisted the acquirer.

#### § 1919

(1) assumed by the alienator is a guarantee of quality, ensuring that claims will be subject for some time after the meeting eligible to be used for that purpose and ujednanému retain the named properties, failing agreement, the warranty covers the purpose and characteristics of normal.

(2) If the warranty provisions of the contract, it can take over the alienator is a statement in the warranty or the warranty period or indication of shelf life and durability of things on the label. If the subject of an agreement in the contract warranty period different from the warranty period stated on the label, the, what was agreed. Indicate if the warranty card warranty period longer than the time agreed upon or affixed to a container, the longer the warranty.

#### § 1920

(1) Subject to fulfillment of the legal defect, if it asserts a claim by a third party, unless such a limitation on the transferee knew or should have known. In this case, the purchaser shall without undue delay transferor.

(2) Who is assigned the right to itself to the subject about which he knows or not the transferor is not entitled to the alienator to establish such a right has no right of this defect.

#### § 1921

(1) the right of the licensee may apply defective performance in court, he criticized the transferor defect without undue delay after the thing had the opportunity to inspect and identify defects and defects of either sign or notice, how it manifests itself. Defect can be criticized within six months from the acceptance of the performance.

(2) Vadu covered under warranty, the purchaser must criticize transferor without undue delay after he had the opportunity to see the subject of the defect and determine the complaint no later than the period specified warranty period. Without prejudice to paragraph 1

(3) Where the licensee had not alleged defect in a timely and rejoining the alienator blamed delayed, the court shall admit the right of the purchaser. This does not apply if the defect is due to the fact that the alienator on delivery have known.

#### § 1922

(1) When the purchaser finds a defect, it shall notify without undue delay transferor and the transferor shall forward the subject of performance, or retain in accordance with his instructions or otherwise disposed of properly so that defect could be reviewed. If it is a perishable item, it can alert the transferee after the transferor immediately sell.

(2) Moses said to the transferor the transferee legally defective, do not run the deadline for exercising the rights of defective performance or warranty for the period during which the purchaser can not use the faulty item.

#### § 1923

If a correctable defect, the purchaser may demand either repair or supplement what is missing, or a reasonable discount prices. If you can not cure the defect and can not subject it to properly use, the licensee may either withdraw from the contract or to claim a reasonable discount prices.

#### § 1924

Who has the right under § 1923, belongs to him as compensation for expenses incurred in exercising this right. If, however, does not claim a right to compensation within one month after expiry of the period in which it is necessary to criticize a defect, a court of law admit if alienator will say that the right to compensation was not applied in time.



## § 1925

Rights under the defective performance does not preclude the right to compensation, but what can be achieved using the right of the defective performance, it can not claim for other legal reasons.

## The performance of

## § 1926

(1) If the debt can be met in several ways, then it is considered that the choice of method performance belongs to the debtor. If the lender the right to choose, choose the way of fulfilling the agreed time, otherwise without undue delay so as to enable the debtor to fulfill according to his choice.

(2) failure to carry out if the party election time comes to choose the right way of fulfilling the other side permanently.

(3) Who chose the manner of performance, it can not without the consent of the other party change.

## § 1927

(1) If the borrower to fulfill one of the more optional benefits, not entitled to fulfill part one and part of another transaction, or to not be forced.

(2) If it happens one of the more optional performance impossible, merely to fulfill the remaining obligation. However, if the inability of the transaction caused the one who did not have the right to choose, the other party may withdraw from the contract.

## § 1928

Who had the right to choose, to cancel the contract, if the choice was thwarted by force majeure or other party.

## § 1929

If the debtor intended to perform the type of thing is bound to provide the lender thing that is suitable for the purpose for which the same kind of thing usually used under similar contracts.

§ 1930

(1) Debt fills whole.

(2) If the debtor offers partial performance, the creditor must accept, if not contrary to the nature of the undertaking or purpose of the contract, if this purpose had to be the debtor at least obvious. Creditors that there are no other obligations. The debtor will replace the lenders increased costs due to his partial performance.

§ 1931

It was agreed if performance in installments and if the debtor has not fulfilled any of the repayments, the creditor is entitled to compensation to the claim, if the Parties have negotiated. This right lender can be done within the next installment due date.

§ 1932

(1) If a debtor to meet principal, interest and costs associated with application of the claim, set off the first performance at the expense of already identified, then the default interest, then interest and finally to the principal, unless the debtor is reflected in the performance of another's will.

(2) Determine if the debtor that fulfills the first principal, interest, costs and interest.

§ 1933

(1) If the debtor owes a number of obligations to perform the same type and determines if the performance to meet the debt, initially credited to the implementation of the commitment to meet the lender the borrower has upomenul, or at least secured the commitment. In the same way to ensure commitment to implementation of several credited first to the first obligation is due.

(2) The compensation payment is credited to the fulfillment of the obligation, the breach of the obligation to pay damages occurred, if the debtor has not designated otherwise.

§ 1934

If the debtor fulfills that is not fully enjoys the full rights its maturing debt obligations is exempt. However, if filled to the debt due for payment or uncertain, you can request that it be returned to performance, this does not apply to become a debt is due in the meantime.

#### § 1935

Where the debtor by other persons responsible so as to fulfill itself.

#### § 1936

(1) The creditor must take the performance to him with the consent of the debtor to offer a third party. This does not apply if it is tied to the performance of the debtor's personal property.

(2) Whoever performs other debt without guarantees for the debt and debt not provide or otherwise, may require the lender before or at the meeting, he moved to his claim.

#### § 1937

(1) the debtor's consent is not necessary if the third party fulfills his debt to the creditor because it is liable for the debt or obligation otherwise provides.

(2) meeting the debt, the person enters into the creditor's rights and is entitled to her debtor compared to what for him to fulfill. The lender passes on it, including accessories, security and other rights associated with the claim. The creditor shall deliver to the person who fulfills the debtor, the necessary documents regarding the claim and tells him everything that is needed for the claim.

#### § 1938

(1) Where the third party only as part of the debt the debtor may claim compensation only what the debtor to fulfill. The original creditor has the right to demand settlement of the balance of their claims in preference to a new lender, unless a new lender to guarantee that he will be replaced by what the debtor gave.

(2) Where the debtor for more persons, each entitled to compensation as the relative proportion in which the debtor to fulfill.

## Vouchers

### § 1939

(1) The voucher entitles poukazníka choose their own name for the remitted performance and poukázanému voucher is commanded to perform on behalf poukazníkovi poukazatele. Direct right arises against poukazníkovi poukázanému only take the voucher remitted.

(2) voucher can be issued to order or bearer.

### § 1940

If the poukazatelem poukázaným and other legal reason applies to the rights and obligations of both the provisions of the order contract, voucher, however, extinguished or remitted poukazatele death.

### § 1941

Poukazník without undue delay poukazateli does not want to use the voucher, or refuses to accept a voucher or remitted by it to perform.

### § 1942

Until the voucher has not yet remitted to poukazníkovi, it can poukazatel appeal. The legal relationship between poukazatelem poukazníkem and determines whether an appeal against the orders has also poukazníkovi.

### § 1943

Pointed out, received a voucher that can be applied only to poukazníkovi objections concerning the validity of adoption, annulment of her bills or defects or objections which are based on an explicit provision or vouchers that are remitted to the person entitled to make poukazníkovi.

### § 1944

(1) owe if already remitted poukazateli what he has to perform, it is obliged to comply with the voucher and its debt is extinguished only by poukazníkovi true. If the voucher to be met at debt poukazatele poukazníka which to consenting, is remitted poukazník obliged to invite to fulfill.

(2) remitted shall perform only against the issue of receipted bills.

#### § 1945

When conceived in the relationship between poukazatelem and poukazníkem limitation period regarding the obligation whose performance is the subject of vouchers, before the time when there poukazníkovi notice of acceptance of bills, hence the running of the limitation period in the relationship between poukázaným and poukazníkem.

#### § 1946

##### A voucher for a series

(1) sounds when a voucher to order, may be transferred by endorsement.

(2) all rights are transferred by endorsement of vouchers to the beneficiaries of endorsement.

(3) The particulars of endorsement, as well as who is entitled to endorsement, and how their right to demonstrate, the law on bills. For them, it will also assess, from whom he may request a voucher, who came to her.

#### § 1947

##### The voucher bearer

If the voucher issued to bearer debt pay remitted to anyone who had it before.

#### § 1948

Provisions relating to the order voucher and voucher bearer shall apply mutatis mutandis to the case of transfer of claim confirmed by the charter, which the debtor has to order or bearer.

#### Receipts

#### § 1949

(1) If a creditor receives benefits, the debtor shall, at his request proof that the debt (receipts). The receipts show the name of the debtor and creditors, and subject of the place and time where and when the debt was satisfied. If the receipts issued to the principal, shall be deemed to have been offset by the accessory claim.

(2) The debtor may withhold performance, unless the creditor also had receipts.

#### § 1950

When repeated the same claim on legal grounds, it is considered that those who submit receipts due to meet later, also fulfilled that which was payable in advance.

#### § 1951

Debtor the debt even if it meets one to confirm it by the creditor that is entitled to receive performance, or if he will issue receipts, issued by the creditor unless the debtor knew that the person who submitted the certificate is not entitled to accept performance.

#### § 1952

##### IOU

(1) A creditor who has the debtor's statement of acknowledgment of debt or other promissory note, the borrower must meet in return for promissory notes or mark that has been partially fulfilled. If possible, the debtor may require that the lender has issued a confirmation that an IOU was no longer valid to the extent to which the debt has been paid. The provision of receipts are not affected.

(2) If the debtor receives a promissory note without receipts, it is considered that the debt has been satisfied.

#### § 1953

##### Spare meet

(1) If you can not meet debt because the creditor is unknown or absent, the creditor unreasonably refused to accept plnění that the borrower is no fault of their own in the dark, who is the creditor, or other important reasons for the lender, the borrower is entitled to pass performance subject to judicial custody. Reasonably incurred costs related to compliance with the replacement shall be borne by the lender.

(2) The composition of the subject of the custody of the court or tribunal, to whom the composition happened, and if necessary arrange for its representation.

#### Place of Performance

##### § 1954

The proper fulfillment requires that the debt has been paid at a specified place. If you can not find the place of performance of the contract, the nature of the undertaking or purpose of meeting, meet in a place specified by law.

##### § 1955

(1) Non-monetary debt of the debtor performs at his place of residence. A financial debt the borrower performs at the residence of the latter.

(2) If the obligation was created during operation of the plant, meet the debt at the plant. This applies, if the liability arose in the operation of the facility.

##### § 1956

To be filled by the creditor and the creditor has changed after the contract domiciled or location of the facility or establishment, the lender bears the additional costs and an increased risk that the debtor incurred.

##### § 1957

(1) Where the debtor is a financial debt through a payment service provider, the debt has been paid a sum of money credited to the account of the creditor's payment service provider.

(2) Where the debtor postal order a monetary debt, the debt has been paid

- a) the amounts credited to the account of the creditor's payment service provider, if the debt transaction on behalf of, or
- b) the payment of money lenders in cash.

#### Filling time

#### § 1958

(1) If the exact time performance agreement or otherwise provided, the borrower is obliged to perform without being asked and the lender.

(2) If the parties Neujednají when the borrower to meet debt, the creditor may require plnění immediately and the borrower is then obliged to comply without undue delay.

#### § 1959

Does not follow the established past practice of the parties or usage of something else, it is considered that the parties negotiated a filling time expression

- a) "early period" the first ten days of this period,
- b) "fortnight" means the period from 10 to 20 day of the month
- c) "the quarter, "the second month of the quarter
- d) "the end" of the last ten days period,
- e) "immediately" for up to five days, but when the food supply or raw materials up to two days and the delivery of engineering products for up to ten days.

#### § 1960

If the debtor is entitled under the contract to determine the filling time, and if it determines within a reasonable time determined by the court on application by the creditor under the circumstances of the case.

#### § 1961



Neujednají If the parties, whether the filling time determined in favor of them both or just one of them, are being designed in favor of both parties. This does not rule out if the nature of performance.

#### § 1962

(1) If the filling time for both parties, the lender can not require plnění prematurely, or the borrower to meet debt prematurely.

(2) If the filling time to the debtor, the lender can not demand early performance, but the borrower can meet the debt early.

(3) If the filling time determined in favor of a creditor, the creditor may require performance early, but the debtor can not meet debt prematurely.

#### § 1963

(1) If the content of mutual commitment to business obligation to deliver goods or services for a fee, the price payable without the need to call for payment within thirty days from the date on which the debtor received an invoice or other challenge of a similar nature, or the date of receipt goods or services, whichever of these days occurred later. It was agreed, however, if receipt of the goods or services, or verify duly fulfilled, the price is due within thirty days of receipt or verification. This also applies to the commitment and podnikatele public corporation or legal entity that corporation based, even though they are not entrepreneurs.

(2) Contracting Parties may negotiate a longer repayment period of sixty days only, unless it is grossly unfair to the creditor. However, if the content of the obligation to deliver goods business duty or public service corporation, the parties may negotiate a longer repayment only if it is justified by the nature of commitment and maturity shall not exceed sixty days.

#### § 1964

(1) The contractor shall be entitled to rely on ineffective arrangements for timing of derogating from the provisions of § 1963 or arrangements derogating from the statutory interest on late payment, if such arrangements are grossly unfair to the creditor.

(2) allows the ineffectiveness of the conditions specified in paragraph 1 has a legal entity established to protect the interests of small and medium enterprises, if these agreements are included in business conditions.

(3) If the court declares the agreement unenforceable, it shall apply instead of provisions of the Act, unless the court decides in the interest of a fair solution otherwise.

#### § 1965

If agreed between entrepreneurs receipt of goods or services, or verifying that have been properly fulfilled, shall not exceed the period of such acceptance or verification of thirty days. The period of acceptance or verification may exceed thirty days only, unless it grossly unfair to the creditor.

#### § 1966

The provisions of § 1963 does not affect the right of the Parties to negotiate a performance in the form of installments.

#### § 1967

Where the debtor is a fine time before the debt is not entitled without the consent of the lender to deduct from the amount due interest at the appropriate time by which filled earlier.

#### Default of debtor

#### § 1968

A debtor that the debt does not meet properly and on time is late. Borrower is responsible for the delay, unable to fulfill due to delay a creditor.

#### § 1969

After a debtor who is in default, the creditor may enforce the debt, or to cancel the contract under ujednaných in the contract or provided by law.

#### § 1970

After a debtor who is in arrears in repaying monetary debt, the creditor who has duly fulfilled its contractual and legal obligations require payment of default interest, unless the debtor is not responsible for the delay. The amount of default interest stipulated by the government; neujednají If the amount of interest shall be deemed to be agreed amount thus determined.

#### § 1971

The creditor is entitled to damages resulting from failure to meet the monetary debt only if not covered by default interest.

#### § 1972

(1) The creditor is entitled to rely on ineffective arrangements with interest, which deviates from the law so that, with regard to all circumstances and conditions případu worsens his position without such a waiver for good reason. If the court declares the agreement unenforceable, it shall apply instead of provisions of the Act, unless the court decides in the interest of a fair solution otherwise.

(2) The right to rely on ineffective business conditions to the extent contrary to paragraph 1 has a legal entity established to protect the interests of small and medium-sized businesses.

#### § 1973

If there is agreement that the debt is already due in installments will be fulfilled, and if the lender wants the borrower to pay in installments and interest on late payment, it must be expressly agreed.

#### § 1974

The debtor bears during their default risk of damage to things, whether the damage occurred from any cause, unless the company proves that the damage occurred and the proper performance of his duties or that the damage caused by the creditor or owner of the thing. This applies even if the debtor is dealt with things in conflict with other obligations of their commitment.

#### Delay creditors

#### § 1975

The creditor is in default, has not offered if properly filling or if the debtor failed to provide any assistance necessary to meet the debt.

#### § 1976

If the subject of the matter bears the creditor for its risk of damage to delay things, whether damage occurs from any cause. This does not apply if the damage causes the borrower.

#### Common provisions

#### § 1977

If a party breaches its contractual obligation to delay significantly, the other party may withdraw from the contract if prodlévajícímu shall without undue delay after the learned delay.

#### § 1978

(1) If the delay is based one of the parties minor breach of its contractual obligations, the other party may withdraw from the contract after lingering Party of its obligation to fulfill even the additional reasonable period specified by the other party expressly or impliedly granted.

(2) If the lender notifies the borrower that he determines additional time for compliance and that it had already extend their rule, futile end of this period of the contract resigned.

#### § 1979

If the creditor gave the debtor unreasonably short additional time for fulfillment and withdraws from the contract after its expiry, withdrawal becomes effective only after the lapse of time that the debtor should be provided as appropriate. This applies even if the creditor withdrew from the contract without the debtor additional time for fulfillment has provided.

#### § 1980

#### Fixed commitment

(1) If the subject of an agreement in a contract period of performance and accurate results if the contract or the nature of the commitment, the lender may not have delayed the implementation of the interest, commitment expires early default of the debtor, the creditor unless the debtor without undue delay, that the contract lasts.

(2) Termination of obligation occur the same effect as if the creditor has resigned from the contract.

## Section 2

### Other ways of extinguishing obligations

#### § 1981

#### Agreement

The parties will negotiate on the extinguishment of debt without a new commitment will be established.

#### Netting

#### § 1982

(1) owe to the parties mutual performance of the same species, each of them to declare the other hand, that its claim included a claim against the other party. The offset may be made once the claim has the right to meet his own debts and meet its own debt.

(2) setting off both debts canceled to the extent that they overlap each other, if not coincide completely, counted the same as the claim subject. These effects occur at the time when both become eligible to claim set-off.

#### § 1983

The declaration of set-off or made subject accompanied by time shall be disregarded.

#### § 1984

(1) If the debtor is owed jointly and severally with others, the creditor may offset the claim against his joint debtor only to the share of joint debtor on a joint debt.

(2) The debtor legitimate lenders may be jointly and severally against one of spoluvěřitelů set off what he owes spoluvěřitel, to the extent of his share in the joint claim.

#### § 1985

Whoever leads the other hand, the account may set off the funds saved on it to cover the mutual claims arising under a contract for the account.

#### § 1986

If the claim has been gradually transferred to several persons, the debtor may only be used to offset debt he had at the time of transfer to the first lender, and the claim by the creditor to the last.

#### § 1987

(1) are eligible to claim set-off, which can be claimed before the court.

(2) The claim is uncertain or indeterminate is not eligible for inclusion.

#### § 1988

(1) prohibits offsetting against the maintenance claim for a minor who is not fully Every competent.

(2) prohibits offsetting against a claim for compensation for damage caused to health, unless it is a common claim for compensation for the same kind, and to claim wages, salary, remuneration of contract dependent on the performance of work between the founding employee and employer, and a similar commitment to compensation for wages or salary in excess of half of them.

#### § 1989

(1) The period of limitation does not claim set-off, if there was a time when the debts become eligible for counting.

(2) pushed the creditor to the debtor's request fulfillment time free of charge, may still set off his claim after the time when the debtor to perform initially.

#### § 1990

In order to meet any claim in another place, does not prevent the counting, but the party against whom it was so credited shall be entitled to compensation for damages caused by it, that the performance gain at a designated place, or at a designated location that can not perform.

#### § 1991

Prohibition of offsetting claims declaration of a party shall not preclude parties to a negotiated set-off, netting arrangement to the maintenance claim against the minor who is not fully enjoys the full rights shall be disregarded.

#### § 1992

##### Severance

Ujednají If the parties that one of them can cancel the payment of severance pay liability, cancels the commitment of paying compensation the same as the withdrawal. Right to cancel the obligation by paying compensation, however, does not party that already, even if only partially, filling the other side or take the other side to fulfill itself.

#### Fusion

#### § 1993

(1) merges the law in any way with the duties in one person, the right to terminate the obligation, unless otherwise provided by law.

(2) If the law merges with the obligation of the lender who provides the commitment, the principal debt extinguished.

## § 1994

Fusion of creditors' rights and obligations of one of the debtors jointly and severally bound by the debt extinguished in an amount equal share of the joint debtor. Fusion of the debtor's obligations and rights of one of the creditors entitled jointly and severally expire receivable in an amount equal share of this spoluvěřitele.

## Remission of debt

### § 1995

(1) Pardons debtor if the creditor debt, it is considered that the borrower agrees to debt forgiveness, if not reflected without undue delay or express disapproval of the fulfillment of the debt.

(2) The waiver occurs even if the debtor that the creditor will issue receipts or IOU returning without debt is fulfilled, if the creditor will issue receipts or returns if an IOU for the entire debt to one of the co-borrowers, it is considered that the lender forgive all debt spoludlužníkům.

### § 1996

(1) Pardons debt if the creditor is bound by one of the debtors jointly and severally, the effects of debt forgiveness to others spoludlužníkům to the extent of the joint debtor who was released from liability.

(2) Pardons debt if the debtor is one of the creditors entitled jointly and severally, it deprives the debtor of the debt to the extent of this spoluvěřitele.

### § 1997

If a creditor has waived the obligation to the person who provides debt, no main effects for remission of debt. However, when released from the obligation of a creditor of spoluručitelů remain preserved spoluručitelům other objections that could be applied spoluručitel, whose duty was waived.

## Statement

### § 1998



(1) The obligation may be terminated, if you ujednají the parties or determined by the law.

(2) If the commitment is terminated, the notice period expires. If you can not terminate without obligation of notice period expires commitment to effective testimony.

#### § 1999

(1) commits to the contract agreed upon for an indefinite period of at least one side of a continuous or repetitive activity, or committed to one side at least tolerate such activity, it can cancel the obligation at the end of the calendar quarter by giving notice at least three months in advance.

(2) committed the party to refrain from certain activities and if the nature of the commitment clear that the obligation is not limited in time, the provisions of paragraph 1 shall not apply.

#### § 2000

(1) If the contract without good reason, limited in time so that the person committed for a period of his life, or that anyone committed for more than ten years, it may be after ten years of commitment to seek its repeal. Court cancels the commitment even if the circumstances of which the parties apparently were based on the undertaking has changed to such an extent that the bound, we can not reasonably claim that the contract also bound.

(2) waive its right to the party over the rights to demand the abolition of the obligation, to disregard it. This does not apply if the party tied a legal person.

#### Withdrawal from the contract

#### § 2001

Can withdraw from the contract, if you ujednají's party, or if so stipulated by law.

#### § 2002

(1) Where a party breaches a contract substantially, the other party without delay rescind the contract. It is essential to such infringement, violation of which side of the contract already in the contract knew or should have known that it would have concluded the other party if such breach foresaw, in other cases it is considered that the breach is not substantial.

(2) A party may withdraw from the contract without undue delay after the behavior of the other party clearly shows that substantially breach the contract, and if not to challenge the party a reasonable certainty.

#### § 2003

(1) When the party authorized to withdraw shall notify the other Party that withdraws from the contract or that the contract remains, not the choice itself has changed.

(2) If a party could withdraw from the contract for material breach of contractual obligations and did not exercise its right to prevent her to withdraw from the contract later with reference to a similar hearing the other side.

#### § 2004

(1) withdrawal from the contract, the liability shall be deleted from the beginning.

(2) If the debtor is fulfilled in part, the creditor may cancel the contract only on the rest of uncompleted transactions. If it does not, however partial fulfillment of importance for the creditor, the creditor may withdraw from the agreement on the entire performance.

(3) If the contract commits the borrower to continuous or repeated action or a progressive partial performance, the creditor may cancel the contract only with the effects of the future. This does not apply, unless they have already received a partial fulfillment in itself important for creditors.

#### § 2005

(1) withdrawal from the expiry of its effects in the range of rights and obligations of the parties. This does not affect the rights of third parties acquired in good faith.

(2) The withdrawal does not affect the right to payment of penalty or default interest, if not already reached, the right to damages resulting from breach of contractual obligations or arrangement that is their nature to bind the parties even after the withdrawal, in particular the arrangements on how to resolve disputes. If the debt was secured, it does not withdraw from the contract or security.

The subsequent impossibility of performance

#### § 2006

(1) If it happens a debt obligation of an impossible, undertaking ceases to impossibility of performance. Performance is impossible, if the debt can be met under difficult conditions, with higher costs, with the help of another person or after a specified time.

(2) Inability to demonstrate performance of the borrower.

#### § 2007

When a mere impossibility of performance commitment expires in their entirety, it follows from the nature of the obligation or purpose of the treaty, which was the conclusion of the contract parties know that the performance of the rest of the creditors has meaning. If so, the commitment expires only in terms of this section.

#### § 2008

Failure by a debtor to the creditor that the debt became impossible to meet, without undue delay after he heard about it or had to learn, it will replace the loss suffered by the lender that the lender was not the impossibility of performing a time delay.

#### § 2009

##### Death of debtor or creditor

(1) death of the debtor's obligation extinguished, unless the content of the performance that should be done personally by the debtor.

(2) death of the lender the right expires, if the performance is limited only to his person.

#### Part 8

##### Providing relief and affirmation

#### Section 1

##### General Provisions

## § 2010

(1) Debt can be secured, it undertakes to third party creditors or the creditor for the debtor's performance, or if someone gives the creditor or the creditor a security property that the debtor fulfills his debt. Strengthen debt arrangement is a contractual penalty or acknowledgment of debt.

(2) Manages the security in favor of a creditor by another person, that person may exercise against the debtor or the providers of the same security rights and fulfill the same obligations to them as a creditor.

## § 2011

The creditor shall inform the person who gave the assurance at his request at any time and without undue delay, what is the amount of secured debt.

## Certainty

### § 2012

(1) Who is required to make sure justice to take its obligations lien.

(2) If someone in a position to give security a lien, security can be an eligible guarantor. It is understood that an eligible guarantor is a person who may be sued in this country and which has a suitable property.

### § 2013

Nobody is obliged to accept a thing as security in an amount higher than what is two thirds the usual price.

### § 2014

(1) It is understood that the construction site or immovable thing serving business purposes are sufficient certainty to half the usual price. It is understood that the right of the building is sufficient certainty to half the usual rates, unless agreed upon remuneration as salary building will be repaid no later than five years before the right to build.

(2) It is understood that security to ensure safe return is sufficient certainty to three quarters of the normal price.

(3) Deposits in banks or savings and credit cooperatives are eligible to the amount of security assurance.

#### § 2015

(1) ensures the security interest on a monetary debt to a maximum amount of statutory interest rate, this does not apply if it was the one who makes sure, aware of the provision of security interest which the creditor and debtor have negotiated.

(2) If the debt has already secured interest-bearing and interest are secured by nepřirostly yet.

#### § 2016

Establishes if the security is different creditors on different rights to the same things, satisfy to the extent of these rights in order to ensure formation gradually in the first group of lenders to ensure a property right registered in a public register or list of collateral and in the second group of creditors not on real securities in public a list or register of pledges. Then in the third group to satisfy creditors závazkovým security law.

#### § 2017

(1) loses the certainty of the price so that the collateral becomes insufficient, the creditor is entitled to require the debtor to ensure that no undue delay added and if the debtor fails to do so becomes due the part of the claim which is not assured.

(2) The provisions of paragraph 1 shall apply even if the security was taken lawfully.

### Section 2

#### Securing debt

#### Liability

#### § 2018

(1) a creditor who claims that he was satisfied, the lender if the borrower fails to fulfill its debt, the debtor becomes a guarantor. Unless the creditor is a guarantor, it can not ask anything.

(2) Statement of the Guarantor must be in writing.

#### § 2019

(1) Liability assumed valid debt of the debtor; insurance can provide for future or contingent debts and file for a certain type of debts arising from the debtor at some time or set different debt of the same legal grounds.

(2) The liability does not, if the debtor's obligation is invalid for lack of its ability to bind to the duties, if the guarantor to take over a guarantee obligation was or had to know.

#### § 2020

If only part of the liability secured debt, reduce the scope of liability partial fulfillment, if it remains unfulfilled in the amount of debt in which liability is secured.

#### § 2021

(1) The creditor has the right to require the guarantor, if the debtor has not complied with within a reasonable period of debt, although it to the lender in writing called. Waiting is not necessary if it can not make or creditor is no doubt if the debtor fails to comply with debt.

(2) If the guarantee was agreed for some time, the creditor is entitled to retain even if the creditor at that time called the guarantor for the performance.

#### § 2022

The guarantor may withhold performance if the creditor has caused that the claim can not be met by the debtor.

#### § 2023

(1) The guarantor may apply to the creditor all the objections which the creditor against the debtor.

(2) If the guarantor exercises objections communicated by the borrower, the borrower's guarantor will replace the costs incurred, if the opposition were unsuccessful.

#### § 2024

Satisfy the creditor without the guarantor of the debtor, the debtor may apply to the guarantor all the objections that he was entitled to assert against the creditor if the creditor meet him recover. The debtor can not raise complaints against the guarantor, the guarantor that the debtor did not inform without undue delay after he announced the guarantor, the lender has exercised a right of insurance.

#### § 2025

(1) The right of the creditor against the guarantor nepromlčí the law of limitation against the debtor.

(2) Recognition of debt by a debtor is effective against the guarantor, where a guarantor of the agreement.

#### § 2026

(1) The guarantee expires extinction debt that ensures.

(2) The liability, however, is not extinguished debt is extinguished if the impossibility of fulfillment of the debtor and the guarantor can be met, or liquidation of the legal person who is the debtor.

#### § 2027

If the guarantee for the same debt more than one guarantor, guarantees each creditor for the debt. The guarantor has against the other guarantors the same rights as co-debtor.

#### § 2028

The legal liability for non-monetary debt is secured by cash asset to a creditor for the breach of the secured debt.

#### The financial guarantee

##### § 2029

(1) The financial guarantee is a statement in the guarantee document issuer to satisfy the creditors according to the amount of guarantee a sum of money, if the debtor fails to comply with certain creditors, debt, or they comply with other conditions specified in the guarantee document. If the issuer bank, foreign bank or savings and loan association, it is a bank guarantee.

(2) The warranty deed must be in writing.

##### § 2030

In ensuring the non-monetary assets is considered that it is up to the warranty deed for secured debt in cash, which belongs to the creditor in violation of the secured obligations to fulfill.

##### § 2031

(1) confirmed a financial guarantee of another issuer, the creditor may exercise the right of a financial guarantee against any of the issuer.

(2) The issuer, which confirmed the financial security and to fulfill this basis shall be entitled to compensation to the issuer, which makes confirmation of financial guarantees requested.

##### § 2032

If the issuer gave a financial guarantee at the request of another issuer, the issuer, which has provided a guarantee against the applicant issuer the right to compensation if filled from the guarantee and fulfill the conditions specified in the application.

##### § 2033



If the issuer notifies the other person that the issuer provide other financial assurance arises from the obligation of notifying issuer of a financial guarantee, however, causes the incorrect notice damage, replace it.

#### § 2034

(1) The issuer is liable for the fulfillment of secured debt to the amount and under the conditions specified in the guarantee document. The drawer can be applied only to the creditor objections, the application allows the guarantee.

(2) provides financial guarantee to meet the debt, the debt has a partial effect on the performance range of financial guarantees, if the amount of uncompleted debt at least equal to the amount added to the warranty deed.

#### § 2035

(1) If the conditions specified in the letter of guarantee are met, the issuer fulfills the obligation of financial guarantees, if so ask the lender in writing. Determines if the issuer of the guarantee fulfillment of the presentation of a document must be presented when prompted, or without undue delay after her, but always for the duration of the financial guarantee.

(2) Unless a warranty deed otherwise, the issuer may not apply to the creditor objections that it was entitled to exercise the borrower. Previous Call the creditor to the debtor has met the debt is required, if so specified in the warranty deed.

#### § 2036

The right to the guarantee, the creditor may assign. If it accepts the guarantee, the creditor may assign the right to apply a financial guarantee, such a referral is transferred the right to the guarantee.

#### § 2037

If the issuer is obliged to perform according to a letter of guarantee in favor of the other issuer is required to perform on behalf of the authorized issuer.

## § 2038

The financial guarantee may be limited for some time. If a creditor does not apply to the issuer in its right time for the warranty deed, financial guarantee expires.

## § 2039

(1) The Borrower will replace the drawer what filled by a letter of guarantee issued in accordance with the contract. Concluded the contract with the issuer of a financial guarantee by a third party, that person will replace the drawer, as fulfilled by a letter of guarantee issued in accordance with the contract.

(2) The debtor can apply to the issuer objections that could be applied against the creditor, if neujednal with him that the issuer to the creditor objections, the application of such reserve in the guarantee document.

## Securing the transfer of the

## § 2040

(1) a contract to transfer the law, the debtor or a third party debt by creditors to temporarily delegate its law.

(2) It is considered that the hedge is the transfer of the transfer with an expiry, provided that the debt will be fulfilled.

## § 2041

If a security transfer of the right things recorded in a public list, there is a security entry in this list, in the public list is entered and the temporary nature of the hedging of transfer.

## § 2042

If the transferred property to ensure law and if the matter was handed over to the creditor, the creditor is entitled to have her with me throughout the duration of the hedging and transfer of rights is

required to perform simple administrative matter. If the thing in his power he transferred to the creditor who has established certain rights, he performs a simple administrative matter.

#### § 2043

If the reason for securing the transfer of rights, the lender will allow a person who has provided security and law enforcement in the previous range. At the same time, it shall provide all that transferred the rights acquired or what added to it, against reimbursement of costs in connection with hedging of transfer reasonably expended.

#### § 2044

(1) If the secured debt has been paid, it becomes unconditional transfer of the debtor and the creditor shall do everything necessary to the full performance of the transferred rights.

(2) exceeds the market value of securities of apparently secured debt, the lender pays the person who provided the guarantee, an amount equal to the difference, while he counted the costs in connection with hedging of transfer reasonably expended. The absence of a contract to transfer the right indicate the amount of debt and credible rewarded transferred to ensure it is on the creditor to prove that the market value of securities of secured debt does not exceed apparently.

#### Agreement on deductions from wages or other income

#### § 2045

(1) The debt agreement can be secured lender and the borrower to deductions from wages or salary, the remuneration of contract dependent on the performance of work between the founding employee and the employer or a similar commitment to compensation for wages or salary of no more than half of them. Unless the deductions under the first sentence to satisfy the rights of the employer, it is necessary to conclude an agreement prior consent of the employer.

(2) A taxpayer shall pay wages or to pay the lender the right chance at the moment when the agreement was submitted to payers.

#### § 2046

Costs associated with paying taxpayer bears the precipitation of wages or salary, if a payer of wages or salary to perform simultaneously on several agreements on deductions from wages or salary, paying the expenses of precipitation according to the second and other agreements to the detriment of the debtor.

#### § 2047

The provisions of § 2045 and 2046 shall also apply to other income, which is the enforcement of decisions are treated as wages or salary.

### Section 3

#### Affirmation of the debt

#### The contractual penalty

#### § 2048

Ujednají If the parties for breaches of the contractual obligations of a contractual penalty in the amount or a certain way to determine the penalty amount, the creditor may require a penalty without regard to whether his assertion of breach of duty the damage occurred. The contractual penalty may be stipulated in a different performance than monetary.

#### § 2049

Payment of penalty does not relieve the borrower to meet debt obligations of the contractual penalty affirmation.

#### § 2050

If understandings fine, no creditor is entitled to damages resulting from breach of the duty to which the penalty applies.

#### § 2051

Disproportionately high penalty the court may reduce the debtor's proposal with regard to the value and importance of the obligation secured up to the damage caused by the time the decision a violation of obligations covered by a penalty. The compensation, where a right to it later, the victim is entitled to the amount of penalty.

#### § 2052

The provisions of the penalty shall apply to the penalty laid down for breach of contractual obligations law (penalty).

#### Acknowledgment of debt

#### § 2053

If anyone recognizes its debt terms and amount due to a declaration made in writing, it is considered that the debt to the extent recognized in recognition takes time.

#### § 2054

(1) Payment of interest shall be deemed acknowledgment of debt to the amount of interest which they apply.

(2) Where the debtor debt in part, a recognition of the effects of partial fulfillment of the rest of the debt, if it can be inferred from the circumstances that this execution debtor acknowledged the debt and the rest.

(3) The provisions of paragraphs 1 and 2 shall not apply if the lender has already lapsed.

### TITLE II

### OBLIGATIONS OF THE

#### Part 1

#### Transferring ownership of other things

Section 1

Donation

Subsection 1

General Provisions

§ 2055

Basic Provisions

(1) deed of gift the donor charge transfer ownership of things or donee agrees to transfer the matter to the property free and donee accepts a gift or offer.

(2) Implementation of social favors not only donate if the conduct of the parties clearly do not want to bind.

§ 2056

Who just another gift promise is not obliged to donate, but the one who received the promise, has the right to replace him, promising costs reasonably incurred in anticipation of the gift.

§ 2057

(1) When things donation recorded in a public list, required by the contract in writing.

(2) A written form of contract also requires time, failing to surrender things at the same time will give a speech and accept the gift. The donor is bound to surrender to the present, but is not obliged to pay interest on arrears.

§ 2058

(1) donor can donate even all of their current property. The agreement by which someone donates their future property, applies only as long as does not exceed half of the property.

(2) Donation of thing is not the donor is valid only if it undertakes the donor acquired the contract thing.

#### § 2059

Committed to the gift giver to hand over the contract may rescind the contract and delivery of the gift deny, a change in the circumstances of the contract to the extent that performance under the contract would seriously jeopardize the fulfillment of donors or donor nutritional maintenance. He gave you already have a donor of the gift, to cancel the contract only on what has failed.

#### § 2060

If there was something given by someone from or in relation to the recognition of his merits or as a special reward, it is a donation, if the recipient is not already law.

#### § 2061

It was agreed to that and other donors will be gifted, it is the only gift given how much value the performance of one party exceeds the performance of the other party.

#### § 2062

##### Donation Support

It undertakes to promote regular donor recipient, passes law to support an obligation to support the heir of the donor and recipient, only if it has been explicitly agreed.

#### § 2063

##### The donation for death

The donation is conditional on the donor survives the donee, is usually considered as a reference. Pursuant to the provisions governing the donation, the donee accepts a gift and give up if the donor explicitly present appeal rights and issues a donee list. § This does not affect the 2057th

## § 2064

(1) has been donated to the command, the donor may require the order only if he no longer fulfilled.

(2) If the fulfillment of the public interest, it can fulfill the command after the death of donors also require the competent public authority or legal entity authorized to defend such an interest.

## § 2065

If someone donates a strange thing, and knowingly conceal the donee to replace the damage that arises from it. Giver of damage replace the donee, even if the damage resulted from defects donated a case if the donor knew of the defect and the recipient did not warn her. In these cases, the donee may also cancel the contract and return the gift.

### Subsection 2

#### Specific provisions on the donation of

## § 2066

A person is limited in incapacitation is eligible to donate and accept a gift or a gift of small value due to the usual circumstances.

## § 2067

(1) donation to the person who operates a facility where they provide health or social services, or the person who manages or such equipment is employed in it is invalid, it happened to be at a time when the donor was in the care of such equipment or otherwise accepted his services.

(2) Paragraph 1 shall not apply if the donee is a person close to the donors.

### Subsection 3

#### Appeals gift



Appeals donation to needy

§ 2068

(1) if they fall, after the donor's donation to such an emergency that does not have the necessary maintenance or emergency maintenance own people, whose nutrition is obliged by law, the present appeal and request for gifted that he gave the gift back or pay the usual price, but most in the extent to which donors lack the resources to nutrition. Beneficiary may waive this requirement by providing what is needed on this diet.

(2) The recipient has no obligation under paragraph 1, when alone in similar distress as a donor.

§ 2069

If there was presented with more than one person is the one that was gifted before, required to perform only to the extent that it is not enough food for gifted post later.

§ 2070

The right to invoke the gift does not pass the donor's heirs. But if the donor does not apply its law, has one donor who is obliged by law to nutrition, the right to request under the same conditions that the donee had completed what he can not provide the donor.

§ 2071

Has the right to revoke the gift giver who Emergency inflicted intentionally or through gross negligence.

An appeal for donation ingratitude

§ 2072

(1) hurt if donors donee intentionally or through gross negligence, so that obviously violated good morals, the donors did not forgive if donee, by deed of gift for his ingratitude to resign. If the gift was already handed over, the donor has the right to demand the gift, and if possible, paying the usual price.

(2) If justified by the circumstances, it is considered ingratitude towards donors also manifest breach of good manners to a person close to donee.

#### § 2073

Donee is ungrateful to his people as dishonest holder.

#### § 2074

Right to revoke the gift passes to the donor's heirs, to prevent the donee if the donor or prevent withdrawal of the gift if the donor a higher power.

#### § 2075

(1) The donor may revoke the gift of ingratitude to one year from the day he gifted donors hurt, but if it knows about the donor later, within one year from the date of knowledge gained about the reason for the present appeal. Heir to the gift giver may appeal within one year after the death of the donor.

(2) If the gift and recalled later rejoins the donee belated appeal present, the court of appeals disregarded.

#### Common provisions

#### § 2076

Waive its right to the donor, the donation inter vivos gift to advance the right of appeal for emergency or ingratitude, to disregard it.

#### § 2077

Is associated with the gift recipient an obligation binding under a deed of gift, repealing the gift of reference for the future.

## § 2078

If it does not already present or donee of its full value, commits him to appeal the present issue of enrichment of what he has left. This does not apply to deprive the present, frustrate to issue or withdraw the gift giver for ingratitude alone.

### Section 2

#### Purchase

##### Subsection 1

##### General Provisions

## § 2079

#### Basic Provisions

(1) Purchase agreement with the seller agrees to surrender the thing to the buyer, which is the subject of purchase, and allow him to acquire title to it, and the buyer agrees to take over the matter and pay the seller the purchase price.

(2) does not follow the practice of contract or otherwise, the seller and buyer are committed to meet its obligations at a time.

## § 2080

The purchase price is an arrangement sure enough, it is at least agreement to the method of its determination.

## § 2081

The costs associated with surrendering possession, the place of performance shall be borne by the seller. The costs associated with taking things borne by the purchaser.

## § 2082

(1) The buyer bears the risk of damage to things simultaneously with the acquisition of property rights. If the buyer acquires ownership before surrendering possession, the seller has to surrender the rights and obligations of the things custodian.

(2) A contract with a suspensive condition bears the risk of damage to an item to the buyer at the earliest on the condition.

## § 2083

He who buys things in hope for an uncertain future benefits, all benefits are properly extracted. It bears the loss, however, if his expectations are thwarted.

## § 2084

The seller notifies the buyer in the purchase contract of defects in things which he knows.

### Subsection 2

#### Purchase of tangible assets

#### Basic Provisions

## § 2085

(1) The purchase of movable property shall be assessed each purchase, the object is immovable thing, as well as parts purchase immovable property, if the purchaser under the contract to acquire part of the department as a movable thing. Under the purchase contract is always considered a contract for the supply of consumer goods to be manufactured or produced.

(2) If the parties will conclude a contract, without determining the purchase price paid for the agreed purchase price at which the same or comparable item at the time of closing, and under similar terms and conditions usually sells.

§ 2086

(1) Contract for supply of things still to be made, shall be considered as a purchase agreement, unless the person to whom the matter is to be delivered, pledged to pass the other hand, a substantial part of what is needed to manufacture things.

(2) The purchase agreement shall not contract in which the majority of vendor performance lies in the conduct of business.

Seller's Obligations

§ 2087

Seller to the buyer submits the matter as well as documents that relate to things, and allow the purchaser to acquire ownership rights to the matter in accordance with the contract.

§ 2088

Seller fulfills obligation to submit the matter to the buyer, will allow him to dispose of things in the place of performance and notify him in time.

§ 2089

(1) To determine if the buyer subsequently purchase the subject property and failing to make timely is determined by the seller and the purchaser shall, determine what features. Bearing in mind the needs of the buyer, who knows.

(2) The purchaser has the right to disclose to the seller identify the characteristics of aberrant object of purchase than those designated by the seller; fails if without undue delay after notification the seller shall be bound thereby, as designated by the seller.

§ 2090

(1) If the seller send the matter, the buyer submits a matter of passing the first carrier to transport to the buyer and the buyer will exercise the right contract of carriage against the carrier.

(2) If the purchaser consumer, paragraph 1 shall apply only if the carrier stipulated by the purchaser unless a seller has offered. Otherwise, the case is handed over to the buyer until he passes it to the carrier.

#### § 2091

(1) takes effect when you send things to the buyer submitting her transfer carriers, identify the seller and the thing clearly enough as a shipment to the buyer.

(2) Failing any indication by the Seller thing surrender takes effect, notify the seller to the buyer without any delay, he sent the matter and determine if it adequately in the notification. Without this notification is delivered to the purchaser thing, and if he passes it to the carrier.

#### § 2092

The time in which the seller has to perform, run from the date of the contract. However, if the buyer meet certain requirements before submitting the case, the period in which the seller has to perform, on the date of fulfillment of this obligation.

#### § 2093

If the Seller delivers more goods than was agreed, the purchase contract on the excess amount unless the buyer refused without undue delay.

#### § 2094

(1) Buyer Seller shall forward the documents necessary for the acceptance and use things. If the transfer to occur upon payment of the purchase price, the seller shall forward the documents in the place of payment.

(2) Documents relating to transport and are required to take the case and the free use of it, the seller shall without undue delay after their release. Other documents specified in the contract, the seller shall, with the delivery point.

Subject of purchase

#### § 2095

Seller shall surrender to the buyer at the named object of purchase quantity, quality and design. If the quality and performance arrangements, meet sellers in quality and design appropriate to the apparent purpose of the contract, otherwise the usual purpose.

#### § 2096

In determining the quality or design according to the agreed sample or thing to the original design specification or sample or draft reply. If different quality or performance specified in the contract or template and sample, decides contract. Determine if the contract and the sample quality or design things differently, but not contradictory, it has to conform to the contract and a sample or draft.

#### § 2097

If agreed, as a matter to be wrapped, packaged selling thing by custom, if not, then the way things necessary for the preservation and protection. Acquiring the same thing the seller for carriage.

#### § 2098

If it appears from the contract or the nature of the object of purchase, that amount is determined only approximately, the exact amount determined by the seller. It is considered that the deviation shall not exceed five percent of the amount specified in the contract.

#### Rights from defective performance

#### § 2099

(1) Case is defective, unless the characteristics specified in § 2095 and the 2096th Is considered a fault and performance on other things. Shall be considered a fault and defects in the documents required for the use of the item.

(2) Does the statement from the seller or proof of delivery, the seller added a smaller number of things, not the lack of respect of the provisions of defects.

#### § 2100

(1) The right buyer from defective performance based defect that is the case when the risk of damage to the buyer, even if they show up later. Buyer's right to establish and later the defect caused by the seller breach its obligations.

(2) Obligations of the seller guarantees the quality is not affected.

#### § 2101

(1) In the early fulfillment of the seller to remove the defects within the time specified for submission of the case. Exercising their rights must not cause the buyer unreasonable inconvenience or expense. Buyer's right to compensation shall remain unaffected.

(2) Paragraph 1 shall apply mutatis mutandis to the defects documents.

#### § 2102

(1) The rights of the purchaser of unsatisfactory performance are not affected, causing the defect using things that the buyer gave the seller. This does not apply if the seller proves that the inappropriateness of referral to the buyer's attention in time and the buyer insisted on its use, or if he proves that the inappropriateness of things passed by the exercise could not find adequate care.

(2) the defect caused things procedure designed by the seller, specimens or documents that he procured the buyer, paragraph 1 shall apply mutatis mutandis.

#### § 2103

The buyer has no rights of defective performance if it is a defect which had the usual expenditure of attention to know the conclusion of the contract. This does not apply, make sure the seller if it explicitly, that the case is free from defects or defect to shoot slyly.

#### § 2104

Buyer inspects thing as possible as soon as possible after the risk of damage to things and make sure its properties and quantity.



## § 2105

(1) If the seller sends the case, the buyer may postpone the tour until the matter is conveyed to their destination.

(2) Where a case is routed in transit to another destination or buyer then sent to without having the opportunity to see the thing, and the seller at the time the contract knew or should have known of the possibility of a change of destination or such further shipment, the buyer can visit postponed until the matter is conveyed to a new destination.

## § 2106

(1) If the defective performance of a substantial breach of contract, the buyer has the right

- a) to remove defects supplying new things without defects or supply the missing things
- b) the removal of the defect repair things
- c) at a reasonable discount on the purchase price or
- d) withdrawal.

(2) Buyer shall notify Seller, he chose the law, the notification of the defect, or without undue delay after notification of the defect. A setting can not be changed without the consent of the buyer the seller, this does not apply if the buyer requested repair defect which proves irreparable. If the seller fails to defects within a reasonable time or notify the buyer that does not remove the defects, the buyer may require the removal of defects instead of a reasonable discount on the purchase price or to cancel the contract.

(3) If the purchaser not elect its right time, the rights under § 2107th

## § 2107

(1) If the faulty performance insignificant breach of contract, the buyer has the right to remove defects, or at a reasonable discount on the purchase price.

(2) Until the buyer the right to apply for a discount on the purchase price or withdraws from the contract, the seller can deliver what is missing, or eliminate the legal defect. Other defects may be removed by the seller at its option repair things or delivery of new things; option buyer must not cause unreasonable costs.

(3) If the seller fails to defect things on time or refuses to remove the defect case, the buyer may reduce the purchase price or to cancel the contract. A setting can not be changed without the consent of the buyer the seller.

#### § 2108

The elimination of defects the buyer may pay the purchase price corresponding to reasonably estimate its right to a discount.

#### § 2109

On delivery of new things will return to the buyer's expense thing originally delivered.

#### § 2110

The buyer can not withdraw from the contract or require delivery of new things he can not return the thing in the state in which they are received. This does not apply

- a) there is a change in status due to inspections to detect defects to
- b) If the buyer used the thing before the discovery of defects
- c) If the buyer did not cause the inability to remit the case to act in good condition or omission, or
- d) If the buyer sold the thing before the discovery of defects when consumed by, or altered if the matter in normal use; happened if only partially so, it returns the buyer, what else can go back and give the seller to pay up, which should benefit from the use of things.

#### § 2111

If the buyer has not reported the defect things in time, loses the right to withdraw from the contract.

#### § 2112

(1) If the buyer has not reported the defect without undue delay after her visit to the timely and adequate care to find out, the court had the right to admit of defective performance. If it is a hidden defect, the same applies, unless notified of the defect without undue delay after the buyer could care enough to find out no later than two years after submission of the case.

(2) The effects of the court under paragraph 1 shall take into account only objection to the Seller that the defect was not notified in time. However, the seller has no right to object, if the defect is due to the fact that the seller at the time of submitting the case to have known.

#### Guarantee for quality

##### § 2113

Guarantee for the quality of the seller agrees that the case will be eligible for a certain period to be used for the usual purpose or it can maintain its normal properties. These effects have an indication of the warranty period or useful things on the packaging or in advertising. Guarantee can be given to an individual component things.

##### § 2114

If the contract specifies a different warranty warranty period, the period of the longest of them. Ujednaji However, if the warranty period different than what is stated on the packaging as shelf life, takes precedence arrangements between the parties.

##### § 2115

The warranty period runs from submitting the matter to the buyer, if the matter has been sent under the contract, running from the reception of the matter to the destination. He bought the thing to put into operation by someone other than the seller, the warranty period runs from the day putting things into operation if the buyer ordered put into operation no later than three weeks from receipt of the matter and properly and timely provided to implement the necessary assistance services.

##### § 2116

The buyer has no right under the guarantee, if a defect caused by the risk of damage to an item to the buyer outside the event. This does not apply if the defect caused by the seller.

## § 2117

To report defects covered by warranty, and for exercising the right of the defective performance shall apply mutatis mutandis the provisions of § 2172 and the 2173rd

## Duties of buyer

### § 2118

The buyer pays the purchase price and take thing.

### § 2119

(1) buyer need pay the purchase price until he has a chance to see the thing. This does not apply if the agreement to the referral to a method that excludes the possibility of inspections.

(2) When determining the price according to weight, it is considered that decides the net weight of the object of purchase.

### § 2120

(1) If the buyer is in delay in taking over the case or to pay the purchase price, the seller retains thing if he can deal with it, for the buyer in a manner appropriate to the circumstances.

(2) If the buyer took over the thing he intends to refuse to keep it in a manner appropriate to the circumstances.

(3) Who holds the thing for the other hand, may be detained until he fails to pay the other party reasonably incurred costs associated with preservation of things.

## Risk of damage to property

### § 2121

(1) Risk of loss passes to the buyer taking over things.

(2) The same result has not taken the matter to the purchaser, although he allowed her to dispose of the seller.

#### § 2122

If the buyer to take over the case from a third party, pass on the risk of damage at the moment to deal with things, but not earlier than the time specified as the time of performance.

#### § 2123

(1) Prior to selling thing carriers for transport to the buyer at the place designated by the purchase agreement, pass to the buyer's risk of damage to recourse carriers at this point, and it was agreed to place, passing the first carrier for transportation to the destination.

(2) If the contract thing has transported the risk of damage to an item to the buyer to recourse to the first carrier. However, the seller bears the damage that occurred before the conclusion of the contract and the seller knew about her or about her in the circumstances should know.

#### § 2124

Risk of damage to property for the type will not pass to the buyer, who assumed the matter before the matter will be for the purpose of the contract adequately separated and distinguished from other things of that kind.

#### § 2125

(1) damage to property, arising after the risk of damage to an item to the buyer does not affect its obligation to pay the purchase price, unless the seller has caused damage to a violation of its obligations.

(2) Paragraph 1 shall not apply if the buyer has exercised the right to demand delivery of substitute things or to resign from the contract.

Self-help sale

#### § 2126

(1) the delay in taking things the other hand there is the right thing after prior notice to the appropriate account lingering sell after reasonable prodlévajícímu allow extra time for delivery.

(2) This is true even if the party lingers in payment, which is the referral to the subject.

#### § 2127

Where there is a perishable thing and if the warning time, no notice required.

#### Subsection 3

#### Purchase of intangible assets

#### § 2128

(1) In a sale and purchase of real estate property purchase agreement form required under § 560th Arrangements for the reservation of rights, the right to repurchase, or prohibiting the alienation of the load on the reservation option to purchase or improve a buyer, as well as arrangements to purchase, however, sufficient to test other form, unless such agreement to be immovable property established substantive law.

(2) Where an agreement on reservation of rights, the right to repurchase, the prohibition of theft or load on the reservation option to purchase or improve a buyer or arrangements to purchase the property right to test things recorded in a public list, there is such a right to entry into public list.

#### § 2129

(1) The purchaser shall be entitled to a reasonable discount on the purchase price, unless the land acreage designated in the purchase contract. If it does not, however, land acreage registered in a public list, the buyer has the right to a reasonable discount on the purchase price, but if this was agreed.

(2) has not reported to the buyer a hidden defect structures associated with the country a solid foundation within five years of purchase, buyers the right of the court defective performance does not confess, the seller will say that the defect was not notified in time. However, the seller has no right to object, if the defect is due to the fact that the seller at the time of submitting the case to have known.

## § 2130

Ujednají If the parties where a buyer to take over an immovable thing, belongs to the buyer from the time of receipt of named fruits and benefits of intangible assets. At the same time passes the risk of damage to an item to the buyer.

## § 2131

In the rest of the contract for the purchase of immovable property shall apply mutatis mutandis to the sale of goods.

### Subsection 4

#### Supporting arrangements for a purchase contract

#### Ownership

## § 2132

Reserve if the seller has ownership rights to the point, it is considered that the buyer becomes the owner until full payment of the purchase price. Risk of damage to the goods passes to the buyer, however, has its takeover.

## § 2133

If the acquisition of ownership by the buyer subject to payment of the purchase price in installments, the buyer does not delay exceeding one tenth installment of the purchase price itself Seller's right to cancel the contract and demand return of the case, if the buyer pays the latest installment in the next installment due date, and together with her .

## § 2134

Ownership has to creditors buyer only if the agreement was procured as a public document, or if it was acquired in writing and authenticated signatures of the parties, but only if the date of the official

verification of signatures. However, if the retention of title arrangements for things recorded in a public list, works against third persons only if it was entered in this list.

#### Retention of repurchasing

##### § 2135

(1) The arrangements for the retention of such repurchase obligation arises to transfer to the buyer upon request, the matter back to the seller for consideration. Buyer returns to Seller thing in deteriorating condition of the buyer and the seller will return purchase price, are offset by the money and benefits and fruits of the things perhaps extracted.

(2) Retention of an heir agrees to repurchase and the right to repurchase may be disposed of only if expressly agreed.

##### § 2136

If the buyer has made the matter of cost to improve it, or extra costs for its conservation, it has the same compensation as the honest holders, but if you return things frustrate or worsen the value of the reasons for which the purchaser is responsible, the seller will replace the damage.

##### § 2137

Unless the subject of an agreement period in which the seller has the right to demand return of the case, the movable due to the agreed three-year period and because of the intangible assets ten-year period.

##### § 2138

If the reservation is re-purchase arrangement to hold things in public list as the right kind, the case may be loaded only with the consent of the person for whom the right to repurchase the public list of registered.

##### § 2139

#### Retention of re-sale



Repurchase provisions shall apply mutatis mutandis to an arrangement by which the buyer needs replacement, that thing will sell back to the seller.

#### § 2140

##### Option

(1) If you negotiate předkupník to the point of pre-emption right, there is a debtor to offer předkupníkovi thing to buy if it wanted to sell to a third party (koupěchtivému).

(2) Pre-emption right may be a special arrangement extended to other forms of theft. Pre-emption right can also negotiate and the absence of a purchase agreement.

#### § 2141

Belong to the right of first refusal to several people together, it can be claimed only as a whole. Termination of the right of first refusal, however, some of them, or does not apply if it can předkupníci remaining pre-emptive right to apply in its entirety.

#### § 2142

Reservation of right of first refusal and committed heirs can dispose of right of first refusal, if it is expressly agreed.

#### § 2143

Seller's obligation to offer to buy the thing předkupníkovi reaches contracting with koupěchtivým.

#### § 2144

(1) If a right of first refusal established as the right material, entitles předkupníka seek a successor to the other side of that thing acquired by purchase or agreement on a way built first refusal option to purchase at par to the matter for the appropriate transfer fee.

(2) It shall come into the ownership of the successor to the point another way, it passes to the obligation to offer předkupníkovi thing to buy on terms which it was bound by his predecessor.

(3) does not buy if offered předkupník thing to him right of first refusal remains unchanged.

#### § 2145

He knew if koupěchtivý of pre-emption right or had to know about it, true that the contract is concluded with an expiry to exercise the option to buy.

#### § 2146

Negotiate with the seller koupěchtivým that the contract with him resign if předkupník exercises its right, or that the commitment to amend or cancel if předkupník his right does not apply to such arrangements are předkupníkovi ineffective. The opposite arrangement is disregarded.

#### § 2147

(1) offer the seller will make the announcement předkupníkovi all conditions. In the menu, notification is required content of the contract concluded with koupěchtivým. Offer to purchase immovable property must be in writing.

(2) adopt a předkupník offer to purchase made between the seller and předkupníkem under the same conditions as those agreed with the seller koupěchtivým.

#### § 2148

(1) Předkupník pay the purchase price agreed deadline, or within eight days after an offer of movable and immovable assets within three months after the offer. Failure to do so, pre-emptive right expires.

(2) If the seller Suspended koupěchtivému payment of the purchase price at a later time or allowed to pay him in installments, you may claim the same benefits předkupník ensure the deferred payment sufficient certainty.

#### § 2149

(1) Předkupník pay the purchase price of offered koupěchtivým and fulfill the conditions offered koupěchtivým addition to the purchase price. Committed to the implementation of second koupěchtivý that předkupník not provide, pay the seller's value. If you can not even ancillary or appraised value, purchase option expires, this does not apply if it was a contract in accordance with reasonable expectations koupěchtivým closed even without a commitment to the secondary supply.

(2) If the pledged koupěchtivý buy a thing with the other at an inclusive price, předkupník pay a proportion of aggregate prices. Seller may require předkupník bought things with everything from her can not be separated without damage.

#### Purchase on trial

##### § 2150

(1) Who buys a thing in the test purchases, provided that the case in the trial period be approved.

(2) If the parties Neujednají trial period is for three days movable and immovable assets from one year contract. If, however, stems from contractual negotiations, the matter is to be inspected or tested after submission, the grace period from the date of submission.

##### § 2151

(1) If the buyer did not take over the matter, the nature of the condition of storage conditions. This condition is considered to be wasted if the Buyer notifies Seller in the time trial that the case approves.

(2) If the buyer took over the matter, the nature of the condition has an expiry conditions. It is true that the buyer has approved the matter, refused to be on probation.

(3) The buyer has the right to decline, unable to return it in the condition in which it took. The changes brought about by trying things considered.

#### Retention of a better buyer

##### § 2152

(1) concluding the purchase contract, subject to a better buyer acquires the seller the right to give preference to a better buyer logs in the specified time limits. This period is for three days movable and immovable assets from one year contract.

(2) Whether the new buyer is better decided by the seller and may give preference to particular buyers, although the first to offer a higher price.

#### § 2153

As with the purchase of the test shall be considered in cases where the buyer has a better nature reserve storage conditions and conditions where the nature of an expiry.

#### Price clause

#### § 2154

If the price clause subject of an agreement, adjust the purchase price of a thing with regard to the additional production costs. Unless if that cost is determined, the price varies in proportion to the price changes of the main raw material needed to manufacture things.

#### § 2155

(1) Unless the parties decide that the time for the assessment of price changes, taking into consideration the prices at the time of the contract and when the seller had a thing to say. In order to make delivery of goods within a specified period, it shall timely implementation of real time, otherwise the end of this period.

(2) If the seller delivers thing by default and if prices are decisive components of production costs lower than those determined pursuant to paragraph 1, account shall be taken to lower prices.

#### § 2156

The rights and obligations of price escalation clauses terminate if the beneficiary can not exercise their rights party from another party without undue delay after delivery.

#### § 2157

#### Other ancillary agreements

Ujednají if the other reservations or conditions which allow for modification or termination of the rights and obligations under the purchase contract expires reservation or condition within one year from the effective date of the purchase contract, if it has not exercised within this period the person who is entitled to reservations or conditions.

#### Subsection 5

#### Special provisions for the sale of goods in trade

#### § 2158

(1) If the seller entrepreneur applies to the sale of its business activities in addition to the general provisions on the purchase agreement and the provisions of this subsection, unless the purchaser is an entrepreneur and also the conclusion is obvious from the circumstances that also applies to the purchase of its business.

(2) Performance of the sale when things usually do not, you must specifically negotiate.

#### § 2159

(1) If the seller delivers thing in the place designated by the purchaser, the purchaser takes delivery of the thing, in other cases, the buyer assumes the thing in the sale.

(2) If the buyer does not take the case in the time specified in paragraph 1, belongs to the seller payment for storage. Neujednají If the amount the parties agreed the amount paid per usual.

#### § 2160

(1) By taking the buyer acquires bought things to the point of ownership.

(2) A self-service sale of the purchaser acquires title to the matter by paying the purchase price. In the meantime, the buyer may return the matter to its original location. If a case for damage before payment of the purchase price, to replace the general instructions.

#### § 2161

#### The quality of the takeover

(1) The seller is liable to the buyer that the thing to take over no defects. In particular, the seller is liable to the purchaser, at the time when the buyer took the thing,

- a) the properties of matter, the parties negotiated, and the absence of agreement, such characteristics are described by the manufacturer or seller or buyer expected given the nature of goods and the advertising they carry,
- b) a case is suitable for the purpose for which the seller says its use or to which this kind of thing would normally
- c) it complies with the agreed quality or design sample or draft, if it was quality or performance determined in accordance with the agreed sample or template,
- d) a thing in the right quantity, measure or weight and
- e) the case meets the requirements of legislation.

(2) manifestation of the defect within six months of receipt, it is considered that the case has been damaged during delivery.

#### § 2162

If it accepts the nature of purchase, the buyer has the right to refer the matter before him checked or that its function was demonstrated.

#### § 2163

In the case of fungible things marked the shortest period of life, or, for perishable foods, the time during which the case may be used.

#### § 2164

If the matter defect that does not use the thing for its intended purpose, it can only sell at a lower price than the market value of the flaws. The seller notifies the buyer that the thing was defective and such defect is, if not obvious from the nature of the sale.

### Rights from defective performance

#### § 2165

(1) The purchaser is entitled to exercise the right of defects occurring in consumer goods at twenty four months from receipt.

(2) If the sold item on the packaging, the instructions attached to things in advertising or in accordance with other laws and regulations specify the period during which the case may be used, the provisions of the guarantee for quality.

#### § 2166

(1) If so requested by the buyer, the seller shall confirm in writing, to what extent and how long his last duties in the event of defective performance. The seller has the obligation of defective performance in at least such an extent that the obligation of the manufacturer's defective performance. The acknowledgment shall state as your name, address and identifying information, or other information necessary to determine his identity.

(2) If necessary, explain to seller confirmation understandable content, scope, conditions and duration of their responsibilities and how you can exercise the rights arising from it. In confirmation of the seller also indicate that further rights of the purchaser, which bind to buy things, are not affected. Failure to comply with those obligations to the detriment of the certificate.

(3) If this does not prevent the nature of things, a certificate, under paragraph 1 of the proof of purchase to replace the case containing the following information.

#### § 2167

The provisions of § 2165 does not apply

- a) for things sold at a lower price on the defect for which a lower price arrangements
- b) caused by the wear of its usual use,
- c) used in the case of a defect by use or wear that thing was to take over the buyer, or
- d) if the nature of things.

#### § 2168

Ujednají If the seller and the buyer shorten the time for exercising the rights of defective performance to account for such arrangements. This does not apply if the parties to shorten this period

to half of the statutory period when buying second-hand consumer goods; If you have negotiated a reduction in larger, half pay for the agreed statutory age.

#### § 2169

(1) Where the matter has the properties specified in § 2161, the buyer may require the supply of new things without defects, unless the nature of defects unreasonable, but if the defect concerns only part of the case, the buyer may require only replacement parts, not If possible, it may withdraw from the contract. If, because of the disproportionate nature of the defect, especially if the defect can be removed without undue delay, the buyer has the right to free repair of the defect.

(2) The right to delivery of new things, or replace components of the buyer, even if the defect is removable if it can not properly use the thing for recurrent defects after repair or for a larger number of defects. In this case, the buyer has the right to cancel the contract.

(3) If the buyer withdraws from the contract or apply the law to supply new things without defects, the replacement of its parts or to fix things, you may request a reasonable discount. The buyer is entitled to a reasonable discount, even if the seller can not deliver a new thing free of defects, replace the part or thing to fix, and even if the seller has not remedied within a reasonable time or that there were consumer redress serious problems.

#### § 2170

Right from defective performance does not belong to the buyer if the buyer knew that the thing has a defect or defects if the buyer he has caused.

#### § 2171

If the defect thing from which Seller is bound, and if it is a matter of selling at a lower price or a thing used, the buyer has the right place to exchange things right to an adequate discount.

#### § 2172

The rights of the defects are applied to the seller at which the matter has been purchased. However, if in confirmation under § 2166 is given other person designated for repair, which is located



in the seller or buyer in place for closer inspection, the purchaser exercises the right to correct for those who are determined to complete the repair. Person so designated for repair will repair within a period agreed between the seller and the buyer when purchasing things.

#### § 2173

If the buyer exercises the right of the defective performance confirmed him the other party in writing when the right asserted, as well as repair and its duration.

#### § 2174

Ujednají If the parties before the buyer can exercise the right of the defects of the things that his right to limit or cease to be disregarded.

#### Subsection 6

#### Special provisions for the purchase of plant

#### § 2175

(1) the purchaser acquires the plant buys everything for the race as a whole belongs. The purchase of the race is even if the purchase of single item eliminated without losing the whole property of the race.

(2) Purchase of plant is considered as transfer of employer activity.

#### § 2176

It is understood that the purchase price arrangements on the basis of the transferred assets in the accounting records of the plant and sold in the contract on the date of closing, if the contract has come into force later, the price varies depending on the increase or decrease in assets, occurred in the meantime.

#### § 2177

(1) buying the plant, the buyer becomes a debtor and creditor claims of debts, which belongs to a race, but the buyer out of debt takes only those whose existence he knew, or at least have reasonably expected. If a creditor has granted permission to take over the debt buyer, the seller is liable for the fulfillment of the debt. Acquisition buyer claims otherwise governed by the provisions on assignment of receivables.

(2) The seller shall, without undue delay his creditors and debtors, whose debts and claims buyer purchases the plant came into the race and to whom sold.

#### § 2178

Prohibits the sale of the plant to transfer to the buyer the right resulting from industrial or other intellectual property, for which it secretes a contract which has been granted the right of the seller, or excreted by the nature of such rights.

#### § 2179

(1) The record of the parties shall transfer the plant list of everything included and what race is passed to the buyer, as well as everything that is missing, although according to the contract or accounting records helps to create the race. Seller by Buyer in the minutes of highlights of the sale of defects subject about which he knows or which should and could know.

(2) Unless the matter is in the minutes pertaining to race, take it to the buyer together with the factory. Unless the debt is on the record, the purchaser shall be had to the existence of at least reasonably foreseeable.

#### § 2180

(1) If the buyer is registered in the public register, shall take title to the publication of race as a whole, that it has imposed a proof of purchase documents in the collection of works by other legislation.

(2) If the buyer is registered in the register, takes ownership of the plant as a whole of the contract.

(3) The provisions of paragraphs 1 and 2 are without prejudice to the rights to write things under other laws or restrictions resulting from the licensing or similar agreements.

#### § 2181

Worsen if the sale of the plant collection of the debt, the creditor is the seller who disagreed with the sale, the right to claim that the court ruled that the sale of the plant is ineffective against him. This right expires, apply to the lender within one month from the date of the sale learned within three years from the date of the contract.

#### § 2182

(1) If one withdraws from the agreement of the parties to be transferred to the seller's assets and debts, which belongs to a race, but the seller of the debt becomes only those whose existence he knew, or at least have reasonably expected. If a creditor has granted permission to take over the debt seller, buyer is responsible for its fulfillment. Acquisition seller claims otherwise governed by the provisions on assignment of receivables.

(2) Buyer shall notify its creditors and debtors, whose debts and selling assets acquired, without undue delay, that the withdrawn withdrawal.

#### § 2183

The provisions of this subsection shall apply mutatis mutandis to other transfers of ownership of the plant and the sale or other transfer of the plant forming a separate organizational unit.

### Section 3

#### Shift

#### § 2184

#### Basic Provisions

(1) exchange contract, each party agrees to transfer title to the other side of things in exchange for a commitment by the other party to transfer ownership of other things.

(2) The parties shall transfer the case in the state they were when the agreement.

#### § 2185

(1) If the accidental destruction of the case before the risk of damage to things, looking at the contract, as would be closed. If, before surrendering possession to her accidental deterioration to the extent that the value drops below half the things, the other party the right to withdraw from the contract.

(2) Other random things deterioration or disability loads shall be payable by the transferor, a slight decrease in value shall be disregarded.

(3) The shift affects things úhrnkem accidental destruction or accidental deterioration of the individual items of the transferee, if not the whole otherwise degraded below half price.

#### § 2186

When you send things the risk of damage to things on the transferee taking over things. He determined, however, or if approved, how the matter should be sent, transferred to the transferee the risk of damage to things already sending.

#### § 2187

Fruits and benefits of the exchanged things belong transferor until the matter is under contract to hand, from this period belong the fruits and benefits of the transferee, even though the matter has not yet been delivered.

#### § 2188

In the rest of the exchange contract provisions shall apply mutatis mutandis to the purchase agreement by either party considered on a case by giving in exchange for the seller side, and on things that accepts the buyer side.

#### Part 2

#### Assignment of other things to use

## Section 1

### Obtain for

#### § 2189

### Basic Provisions

If the lender passes on to someone free of charge to use the thing without the Agreements period for which the thing to use, or purpose to which the matter has taken, there is obtain for.

#### § 2190

- (1) Who left the thing výprosníkovi may request its return at will.
- (2) Výprosník thing can not go back in time would cause difficulties lender, unless the lender agrees.

#### § 2191

- (1) damage to property výprosník lender replaces, unless the company proves that the case used in a manner appropriate to its nature.
- (2) Let the výprosník without the consent of the lender, used to refer someone else will replace the Lender any resulting damage unless the damage occurred otherwise.

#### § 2192

If it finds the lost cause, for which he has výprosník compensation, will not hold the right thing to keep the lender against the will, but the case against the lender repayment of a refund back.

## Section 2

### Borrowing

#### § 2193

## Basic Provisions

Treaty on the loan the borrower leaves lender nezužívateľnou thing, and he agrees to allow the free temporary use.

### § 2194

The borrower acquires the right thing to use the stipulated manner, and if no agreement, a manner appropriate to the nature of things. The borrower is not entitled to leave the matter to another person without the consent of the lender.

### § 2195

(1) borrower lender passes on the case as fit for use. If the damage causes a defect thing lender concealed damage replace Lender of the Borrower incurred.

(2) The lender shall advise the borrower to use the thing, unless the rules are generally known, or does not follow from the fact that it is not necessary. If it fails, replace the borrower of the damage caused.

### § 2196

He was the only agreement to the purpose for which it has a thing to use, arrange for the borrower to begin taking the matter without undue delay and to fulfill her purpose without delay returned.

### § 2197

The borrower has the right to refer the case prematurely, however, if the lender originated difficulties can refer the case back without his consent.

### § 2198

(1) The lender can not demand early repayment of things, this does not apply if the borrower uses the case in conformity with the contract.

(2) If the lender needs inevitably a matter before the ground that he could not predict when a contract may demand its return early, but if this was agreed.

#### § 2199

(1) The costs associated with the use of borrower carries things from her.

(2) The need for extra costs may matter to the lender the borrower that is spent alone. He does not want to or can not do so and the lender incurs extra costs to the extent necessary, the borrower itself, belongs to him as compensation nepřikázanému directors.

#### § 2200

Práva Lender and the Borrower must be claimed within three months from the return of the case, otherwise, the court admits he will say if the other party delayed enforcement.

### Section 3

#### Lease

#### Subsection 1

#### General Provisions

#### § 2201

#### Basic Provisions

The lease contract the lessor undertakes to leave the matter to the lessee temporary use, and the lessee agrees to pay the landlord for rent.

#### § 2202

## Subject of Lease

(1) Rent the case may be immovable and movable nezužitelnou thing. Rent can also be part of the immovable property: what is the matter further provides, the lease for its part.

(2) Rent can also be something that arises in the future only if it can be sufficiently accurately determined at the conclusion of the lease.

### § 2203

If the thing leased is registered in the public list, write to the public list and rental law, as it suggests the owner of the thing or with the consent of the tenant.

### § 2204

(1) If the parties Neujednají duration or date of termination of the lease, the lease is for an indefinite period.

(2) If the parties Ujednají lease for a term of more than fifty years, it is considered that the agreement to the lease for an indefinite period, with the first fifty years of the lease can be terminated only on notice ujednaných reasons and agreed period of notice.

Lessor

### § 2205

The lease obliges the landlord

- a) the tenant to leave the matter so that it could be used to ujednanému or usual purpose
- b) keep the thing in this state to serve the use for which it was rented,
- c) provide the tenant undisturbed use of the item for rent.

### § 2206

(1) Landlord Tenant shall surrender the thing agreed time, otherwise the next day, after being a tenant's request.



(2) landlord tenant submits thing with all that is necessary for the proper use of the item.

#### § 2207

(1) For Lease performs routine maintenance things the tenant unless the landlord committed to it. Other things and the maintenance of the necessary repairs are performed by the landlord, unless the manner or to any kind of maintenance and repair some faults committed tenants.

(2) The lessor is not liable for defects, which at the time of the lease that does not know and use things.

#### § 2208

(1) notifies the tenant properly and on time defect thing is to remove the landlord and the landlord does not remove the defect without undue delay, so that tenants can use only a matter of difficulty, the lessee has the right to an adequate discount on the rent or make a correction the claim itself and efficiently incurred costs. If, however, makes it difficult to fault the use of substantially or completely impossible to use, the lessee has the right to remission of rent or lease may be terminated without notice.

(2) The lessee has the right to set off what may be referred to in paragraph 1, claim from the landlord until the rent for one month if the lease time shorter, until the rent.

(3) If the tenant does not claim right under paragraph 1 within six months from the date of the defect found or could find out, the court shall admit him, the landlord will say if its delayed implementation.

#### § 2209

During the lease allowed the landlord of its intention to change the thing leased.

#### § 2210

(1) If during the lease need to take the necessary repair things that can not be postponed until after the end of the lease, the lessee must tolerate it, even if it causes problems for rectification or restrict the use of the item.

(2) takes the correction due to the time the lease period of excessively long or difficult to use fix things than usual, the lessee has the right to discount the rent according to the repair time and scope.

(3) If it is a fix for that at the time of its implementation is not possible to use the thing at all, the lessee has the right to be provided by the landlord to temporarily use a different thing, or it may terminate the lease without notice.

#### § 2211

Threaten to third party tenants in his rental rights or any breach of the tenant tenancies injury may seek the protection of the tenant himself.

#### § 2212

(1) When applying the third party ownership or other right to the point and asks if the issue or matter eviction, the tenant notifies the landlord that, if requested by it, the landlord must provide it with protection.

(2) If the landlord does not provide sufficient protection to the tenant, the tenant may terminate the lease without notice.

(3) If the tenant in occupation of the property disturbed or otherwise affected by conduct of a third party shall be entitled to a reasonable discount on the rent if such acts of a third party lessor reported in time.

#### Tenant

#### § 2213

The lessee is not obliged to use a special arrangement as a proper thing to ujednanému economic purpose, or if the arrangements for the purpose of normal, and pay rent.

#### § 2214

The lessee shall notify the landlord that the case has a defect which is to remove the landlord, immediately after he or she finds it in the careful use of the item to find.

Digs

§ 2215

(1) Does the landlord, the tenant may establish a third party to the point of interest; was if the lease contract is concluded in written form, requires consent of the landlord in writing.

(2) Establish if the lessee to a third party the right to use things without the consent of the landlord, it is considered a gross violation of the obligations of the lessee to the lessor causing serious injury.

(3) Use a third party right can be set up just for letting things; to diverging arrangement shall be disregarded.

§ 2216

It will allow the tenant to use the motor third party, the lessor is responsible for the conduct of that person as if they had used the thing itself.

Rent

§ 2217

(1) The rent is paid in the agreed amount, unless agreed, to be paid at the usual time of conclusion of the lease with regard to the rent for the lease of similar things under similar conditions.

(2) If the rent be filled in accordance with arrangements between the parties otherwise than in cash, property value is determined in terms of the service provided in cash.

§ 2218

Rent is paid monthly arrears.

Other rights and obligations of the parties

§ 2219

(1) notifies the landlord in advance if this is a reasonable time, allow him tenant to the extent necessary the items as well as access to her or her to perform necessary repairs or maintenance things. Prior notification is required if necessary to prevent damage or if there is a danger of delay.

(2) If the landlord tenant actions under paragraph 1 of the difficulties which are not only irrelevant, the lessee has the right to a discount on rent.

#### § 2220

(1) The lessee has the right to change things only with the prior consent of the lessor, if the lease contract is concluded in written form, requires consent of the landlord in writing. Change things done lessee at his own expense, if there is a change to its assessment of the case, the lessor to the lessee at the end of the lease balances according to the rate of appreciation.

(2) is carried out things change if the tenant without the consent of the landlord, indicating the matter to its original state as soon as the landlord's request, no later than the end of the lease of things. If the tenant fails to request the landlord thing to its original condition, the landlord may terminate the lease without notice.

#### Change of ownership

#### § 2221

(1) Whenever the owner of the rights and responsibilities pass from the lease to a new owner.

(2) If the landlord has transferred the ownership of things for the new owner are not binding arrangements pronajímatelových duties which the law provides. This does not apply if the new owner knew about these arrangements.

#### § 2222

(1) party has the right to terminate the lease because the owner has changed things. In the other arrangement the landlord has the right to terminate the lease within three months after he knew or should have known who the tenant and the tenant within three months after the change of owner learned.

(2) Should the new owner good reason to doubt that buying something that is not leased, the right to terminate the lease within three months after he knew or should have known that it is a matter of

who is leased and the tenant. Tenant's rights against the person with whom a lease contract, are not affected.

(3) If it is an immovable thing is the three-month notice period. If it is a movable thing, the one-month notice period.

#### § 2223

A party who terminates the lease, provide the other with reasonable compensation.

#### § 2224

He rented the apartment in which the tenant lives, the landlord has the right to terminate the lease due to a change of ownership. The opposite arrangement is disregarded.

#### Termination of lease

#### § 2225

(1) Upon termination of the landlord tenant lease surrender the thing in a place where it is assumed, in which state it was when it took over, taking into account normal wear and tear when properly used, unless the thing is wiped out or destroyed, surrender means and transfer of immovable property vacated. He was to surrender the things enrollment tenants purchased containing description of things taken into account when submitting the lessor things to him.

(2) When submitting a tenant separating things and take everything to put things or brought her own expense, if possible and if not impair the substance of things impede or if it's excessive use.

#### § 2226

(1) lapses if the matter during the term of the lease, the lease is terminated.

(2) lapses if the matter during the term of the lease in part, the lessee has the right either to a reasonable discount on the rent, or lease may be terminated without notice.

#### § 2227

If it becomes useless thing to ujednanému purpose, or if the arrangements for the purpose of the usual, for reasons that are not on the lessee, the lessee has the right to terminate the lease without notice.

#### § 2228

(1) If the tenant uses a thing in such a way that excess wear or appropriate in the circumstances that threaten the destruction of things, it asks the landlord to refer the matter properly used, will give him a reasonable time to rectify, pointing out the possible consequences of disobeying the call. The challenge must be in writing and must be delivered to tenants.

(2) obey not the tenant notice under paragraph 1, the landlord has the right to terminate the lease without notice.

(3) If there is, however, in the case referred to in paragraph 1 of urgent serious danger of default, the landlord has the right to terminate the lease without notice, without calling for tenant remedy.

(4) The lessor has the right to do the same as described in paragraphs 1 and 2, the tenant does not pay the rent or the rent due the next.

#### § 2229

Hire named for a fixed period either party may terminate only if the contract were also reasons for the termination agreement and notice period.

#### § 2230

(1) When used as a matter of tenant after the lease term and the lessor within one month, it does not prompt you to give him a matter of a submission, the lease was resealed under conditions ujednaných originally. If the original lease period is more than one year rule, has now been concluded for one year if it was less than one year, the now closed for this period.

(2) The provisions of paragraph 1 shall apply even though the lessee uses the thing away, gave the party a reasonable time in advance indicated that the lease is terminated or canceled the lease earlier.

## § 2231

(1) Rent named for an indefinite period ends notice by either party. If it is a movable thing, the one-month notice period, the case of an immovable thing, is three months.

(2) cancellation may not be justified, this does not apply if the party has the right to terminate the lease without notice.

## § 2232

If a party violates a particularly serious nature of their duties, causing considerable harm the other hand, the party has the right to terminate the lease without notice.

## § 2233

(1) During the three months before the end of the lease if the lease termination date of the parties known to the tenant the matter to be re-hired, prospective approach to the subject lease to the extent necessary for inspection in the presence of the lessee and the lessor, the lessor shall visit tenants within a reasonable time in advance.

(2) The provisions of § 2219, paragraph 2 applies here as well.

## § 2234

The lessor is entitled to reimbursement claims against the tenant to withhold chattels by the tenant or the things in it.

## Subsection 2

Special provisions for the lease and rent an apartment house

## Basic Provisions

## § 2235

(1) undertakes to lease the landlord let the tenant to ensure the housing needs of tenants and where appropriate, members of his household or apartment house, which is the subject of the lease agreement to disregard the shrinking tenant's rights under the provisions of this subsection.

(2) The provisions of this subsection shall not apply if the landlord leaves tenants apartment or house for recreation or other obviously short-term purpose.

#### § 2236

(1) Dwelling means a room or set of rooms that are part of the house consists of living space and are designed and used for the purpose of housing. If Ujednají the lessor to the lessee that the occupancy will be leased to other than residential premises, the parties are bound as if it was leased residential premises.

(2) The fact that the leased space is not suitable for living, it can be to the detriment of tenants.

(3) If the housing needs to ensure the tenant rented house, the provisions of the tenancy accordingly.

#### § 2237

The contract must be in writing, but the landlord has no right to argue against the tenant void the contract for lack of form.

#### § 2238

If the tenant uses the apartment for three years in the good faith belief that the rent is right, it is the lease to be duly sealed.

#### § 2239

##### Prohibited arrangements

Disregard any agreement awarding the tenant to pay the landlord a penalty, or to the tenant agreement imposes an obligation which is due to the circumstances manifestly excessive.

#### § 2240



## Special provisions for the lease of the flat

The lease contract for the lease of the flat can be closed as provided otherwise by law or provided for in the statutes of the housing cooperative. The same applies to the rights and obligations of the lessee and lessor.

### § 2241

If it is a flat, which is owned by a legal person, inhabited by reason of membership of a member or member of the legal person, shall govern the rights and obligations of the parties above statutes or articles of association.

## Submission of an apartment

### § 2242

(1) Unless agreed time when the landlord make the tenant be eligible for use and occupancy, the landlord make the tenant an apartment on the first day of the month following the date on which the contract became effective. The apartment is accessed, the tenant has received the keys and if it does not prevent anything from entering the apartment.

(2) The Landlord and the Tenant may agree that the occupation will be passed that is not fit for habitation. Such an agreement is valid only if they are also subject of an agreement specific rights and obligations arising from the specific nature of the apartment, including the amount and method of cost recovery to make necessary adjustments.

### § 2243

The apartment is fit for use and occupancy, conforms to the agreement in the contract, and if not agreed, is to be fit for use and occupancy, if it is clean and in a state that is usually considered good, and if it is necessary to ensure the provision performance associated with the use of flat or associated with him.

### § 2244

(1) Unless stipulated time to be fit for use and occupancy, or if the apartment is in a state that communication is not the lessor, the lessee has the right to refuse to move. Moves if it has the right to require the landlord the contract, if he fails to do so without undue delay, the right expires.

(2) If the tenant knew the condition of the flat the conclusion of the contract, the provisions of paragraph 1 shall not apply. This is true even if the lessee becomes flat when the contract did not know, because it does not discover, though the landlord timely and properly called the tenant for inspection.

#### § 2245

The use of the tenant right nenastěhovat into an apartment, it is not obliged to pay rent for what the fault persists. Moves if it is entitled to a reasonable discount on the rent until the landlord does not remove the defect, this applies even if a substantial defect in the transactions associated with the use or souvisícího apartment.

#### Rent and other payments

#### § 2246

(1) Parties ujednají rent a fixed amount. It is understood that the agreed rent for one month.

(2) If the parties Neujednají the rent, there will be the landlord the right to rent at a level which is the date of contract in the usual place for a new rental apartment like in similar terms.

#### § 2247

(1) Parties ujednají that the performance associated with the use of flat or related services shall ensure the landlord; to meet such an arrangement, the provisions of paragraph 2

(2) The lessor leases provide for necessary services. It is understood that necessary services are water supply, refuse collection and sewerage services including cleaning tanks, heat, municipal waste disposal, lighting and cleaning of common parts of the house, providing radio and television broadcasts, operation and cleaning of chimneys, or operation of the lift .

(3) Method of billing and payment services, prices set by other legislation.

(4) The parties ujednají method of billing and reimbursement prices of any services, unless otherwise provided by law or by the price authority. Method of allocation must be determined before the service.

§ 2248

The Parties may negotiate annual rent increases.

§ 2249

(1) Neujednají if you increase the rent exclude or to rent increases explicitly, the landlord may propose in writing to the tenant rent increases of up to comparable rents in the usual place, if the proposed increase along with it, which has already occurred in the past three years, not more than twenty percent. The proposal učiněnému before the expiration of twelve months in which the rent was raised, or which does not show the amount of rent and the conditions under this provision shall be disregarded.

(2) The implementing regulations shall specify the details and procedure for finding a comparable rent in the usual place.

(3) If the tenant agrees with the proposal to increase the rent, pay from the third calendar month after receipt of the proposal for increased rent as proposed. Do not notify the lessee to the lessor in writing within two months of reception of the proposition that an increase in the rent agreement, the landlord has the right to propose within the next three months to the amount of rent by the court; application submitted after this deadline, the court denied the tenant rejoins that the petition was filed late. Court to decide on a proposal from the landlord rents to the amount that is in place and time with the usual effects of the date of the court.

(4) If the proposed reduction in tenant rent, the provisions of paragraphs 1 to 3 accordingly.

§ 2250

(1) If the landlord Performs structural modifications that permanently improves the usefulness of the rented apartment or general housing conditions in the house, or have resulted in permanent savings in energy or water, you may agree with tenants on rent increases, but less than ten percent of efficiently cost per year. Agrees with the proposal for a rent increase at least two-thirds of the tenants of apartments in the house, the increased rent to other tenants.

(2) If no agreement is reached pursuant to paragraph 1, the landlord may propose a rent increase for the following reasons per year for three and a half percent of the cost, it is considered that the

costs were incurred efficiently. The proposal does not show the amount of rent or the conditions under this provision shall be disregarded.

§ 2251

(1) The lessee pays rent in advance on a monthly or other agreed credit period, no later than the fifth day of the payment period, if no agreement to the day later. Along with the advance rent paid by the tenant or the cost of services supplied by the landlord; about these advances and expenses paid § 2253 accordingly.

(2) The lessor shall not require the tenant transactions other than those referred to in paragraph 1, whether in the form of deposit or otherwise, or payment of rent later dated check or other similar means.

§ 2252

(1) If so requested by the tenant, the landlord usually allow him within four months after the end of the billing period to see the bill of costs for services provided for the previous calendar year, as well as get a bill statements, copies or copy, the same is true of documents regarding the costs charged.

(2) Outstanding balance of advances and overpayment of the services rendered are due on the same day, unless agreed other period shall be due within three months after the deadline specified in paragraph 1

§ 2253

(1) Unless the parties of the rent owed, you can not terminate the lease for failure to pay rent if the tenant has deposited rent owed, or the disputed portion in escrow and notary shall notify the landlord.

(2) It seeks the fulfillment of the tenant and the landlord refuses the contract comply with the objection of non-payment of rent, the tenant deposited rent owed, or the disputed portion in escrow and notary shall notify the landlord.

§ 2254

Certainty

(1) Ujednají If the parties that the tenant gives the landlord a financial guarantee to pay rent and meet other obligations under the lease, the security must not be higher than six times the monthly rent.

(2) Upon termination of the lease the landlord returns the tenant security, while he counted as his tenant if the rent owed. The lessee is entitled to interest on the security of its provision of at least at the statutory rate.

#### The rights and obligations of the parties

##### § 2255

(1) The lessee be used properly in accordance with the lease agreement.

(2) If it does not cause increased load on a flat or house, a tenant in an apartment and work or business.

##### § 2256

(1) The lessor keeps the lease for the house in proper order according to usual local conditions.

(2) The lessee for the lease complies with the usual rules for behavior in the house and the landlord reasonable guidelines for maintaining proper order according to usual local conditions.

##### § 2257

(1) The lessor maintained for rental flats and houses in a condition fit for use.

(2) The lessee pays and performs only routine maintenance and minor repairs associated with the use of the apartment.

##### § 2258

The lessee has the right to behave in an apartment pet, does not breed if the landlord or other residents to disproportionate difficulties ratios in the house. Occurs when the animal husbandry need for increased costs for maintenance of common parts of the house, the tenant will replace these costs to the landlord.

## Modifications and other changes to the apartment or house

### § 2259

The lessee is obliged to tolerate treatment apartment or house, or the alteration or other change, just reduce the value of housing and if it can be carried out without much inconvenience to the tenant, or, if her landlord to order a public authority, or if there is a particularly serious harm directly. In other cases, you can change it only with the consent of the tenant.

### § 2260

(1) Unless required to nájemcův consent to an adjustment, alteration or other changes that require a flat or house vacation apartment, the landlord has the right to start the work being carried out after the tenant undertakes to provide meaningful reasonable compensation costs incurred by the lessee clearing of the apartment and the tenant pays for these costs reasonable backup.

(2) Where not prohibited by the circumstances of the tenant notify the landlord at least three months before starting work at least the nature of these works, the expected date of commencement, an estimate of their duration, the time necessary for the apartment must be vacated and lessons about the consequences of refusal of clearance, while the landlord agrees to reimburse pursuant to paragraph 1 and shall, as an advance on compensation offers.

(3) does not classify the lessee to the lessor within ten days after the announcement that the required time to be cleaned out, it is considered that removing flat refused.

### § 2261

If necessary clearance for up to an apartment for one week is sufficient to notify tenants at least ten days before commencement of work. The deadline for declaring the tenant shall be reduced to five days.

### § 2262

(1) If the tenant refuses to vacate the apartment, the landlord may request the court to decide on the evacuation of an apartment, but if he submits a proposal within ten days after the tenant's refusal, the right to seek eviction of apartment expires.

(2) If the landlord proves the effectiveness of modifications, alterations or other changes to the apartment or house and the necessity of removing the apartment, the proposal complies with the court, while parties may impose reasonable restrictions on them may reasonably require. Before deciding on an apartment eviction can not perform work unless the court allows execution of works.

#### § 2263

(1) with the consent of the landlord, the tenant may make an adjustment, alteration or other change in an apartment or house. If the landlord does not agree with the change that is necessary due to disability, the tenant, a member of his household or other person who lives in an apartment without the consent of the rejection of a serious and fair reason to replace the draft agreement pronajímatelův tenant court.

(2) Upon termination of the lease the tenant removes the apartment or house change you made, unless the landlord a return to the previous state sought.

#### § 2264

(1) If the tenant in the apartment of damage or defect to be removed without delay, notify the landlord immediately, another defect or damage, preventing normal living, it shall notify the lessor without undue delay.

(2) The lessee shall to the extent possible, what can be expected to damage or defect to be removed immediately, suffered further damage. The lessee is entitled to reimbursement for expenses incurred in the prevention of further damage, unless damage or defect caused by circumstances for which the tenant is responsible.

#### § 2265

(1) The lessor will remove the defect or damage within a reasonable time after his tenant damage or defect reported.

(2) If the landlord fails to damage or defect without undue delay and properly, can damage or cure the defect and the tenant to claim compensation reasonable cost, or reduction of rent, unless the damage or defect is not essential.

(3) Failure by a landlord tenant damage or defect without undue delay after it had and could find the proper care is not entitled to reimbursement; removes the damage or defect itself, has no right to a discount on rent.

#### § 2266

If the landlord fails to damage or defect, or the additional time and damage or defect caused by circumstances for which the tenant does not respond, the lessee has the right to terminate the lease without notice, a landlord if the delay in the removal, damage or self damage or defect in gross violation obligations of the landlord.

#### § 2267

If the tenant fails to damage or defect caused by the circumstances in which it is responsible, is removed at the expense of the lessee by the lessor.

#### § 2268

(1) The provisions of the damage or defect shall apply mutatis mutandis flat, preventing the use of a flat third party's right.

(2) The provisions of the defect or damage to the apartment shall apply mutatis mutandis also be an obstacle to use of the dwelling provisions of law or public authority's decision issued pursuant to the Act.

#### § 2269

(1) Does the tenant in advance of their absence from the apartment to be longer than two months, also that it will be during this difficult time available, it shall notify the landlord on time. At the same time marks a person who during his absence, the possibility of entering the apartment where it will be absolutely necessary, if the tenant does not have such a person at hand, such a person is a landlord.

(2) If the tenant fails to fulfill its obligation under paragraph 1 shall be considered as meeting the tenant for breach of obligations seriously, this does not apply, barring the reason for this serious injury.



## Joint tenancy

### § 2270

(1) If more people become joint tenants in an apartment, a joint tenant becomes the person who, with the consent of the parties, accedes to the lease.

(2) The provisions of the law concerning joint tenants shall apply *mutatis mutandis* to joint tenants, unless stated otherwise.

### § 2271

Joint tenants have equal rights and obligations. The provisions of the law shall apply *mutatis mutandis*.

## Members of the tenant's household

### § 2272

(1) The lessee has the right to take anyone into their household. If the tenant accepts a new member of their household, the number of people living in an apartment shall increase without undue delay to the lessor. If the lessee fails to do so within two months of the change occurring, it shall be deemed to be in serious breach of their duty.

(2) The lessor has the right to stipulate in the contract agreement with the adoption of a new member to the tenant's household. This is not the case with the next of kin or other cases worthy of special consideration. For approval of the landlord with the adoption of a person other than a close member of the tenant's household must be in writing.

(3) The lessor has the right to require that the tenant's household live only such number of persons, which is appropriate to the size of the flat and does not ensure that all could live in an apartment in the usual comfortable and satisfactory hygiene conditions.

### § 2273

If the number of members of the tenant's household is reduced, the tenant shall notify the lessor without undue delay.

Digs

§ 2274

The tenant may give the third party to sublease part of the apartment, the apartment where he permanently resides, without the consent of the lessor. The provisions of § 2272 shall apply mutatis mutandis.

§ 2275

(1) In the event that the tenant in the apartment itself does not live permanently, it can give a third party to sublease an apartment or in part without the consent of the landlord.

(2) An application for consent to sublet and sublease agreement to require a written form. Except where the landlord to the application within one month constitutes consent for that, this does not apply if the sublease agreement to the ban.

§ 2276

Gives the tenant an apartment or sublet part of the third party in conflict with § 2274 and 2275, roughly in breach of his duty.

§ 2277

Sublease ends together with the lease. If the lease ends, Subtenant shall so notify the tenant stating the relevant facts, they are primarily lease termination date and, if the length of notice period and the beginning of the run.

§ 2278

Sublease shall expire with the lease.

The consequences of the death of tenant

§ 2279

(1) death of a tenant, and unless a joint tenancy of a flat, rent goes to a member of the tenant's household, who lived in an apartment on the tenant's death and has his own apartment. If this person nájemcův someone other than spouse, partner, parent, sibling, son, daughter, child or grandchild, go rent it only if the landlord agreed to lease the transition to that person.

(2) Rent an apartment after his transfer under paragraph 1 shall expire no later than the expiration of two years from the date on which the lease passed. This does not apply if the person to whom rent went, reached the crossing at the age of seventy years of the lease. Likewise, this does not apply if the person to whom rent passed, the date of transition reached the age of eighteen years lease, in this example, the rent by the day when the person reaches the age of twenty years if the tenant and the landlord agree otherwise.

(3) If the tenant's household members more conditions for transition lease, pass the rights and obligations of the lease to all jointly and severally.

(4) Any person meeting the conditions for transition lease may, within one month after the death of the tenant written notice to the landlord that the tenant does not intend to continue; reception of the notice on the landlord's lease expires.

(5) death of a cooperative apartment and the tenant unless the lease of an apartment in the common spouse, death of the tenant moving his membership in a cooperative apartment and rent to the heirs, who fell to the Member share.

#### § 2280

If a member of the tenant's household nájemcův descendant, having a prior right to order him transferred rights and obligations under the lease. If more such persons will migrate the rights and obligations of the lease to all jointly and severally, each of them may claim for itself that a tenant wants to continue.

#### § 2281

(1) Go to the rights and obligations under the lease to a member of the tenant's household, the landlord has the right to require security for him, if the deceased tenant security failed. This is true even if the landlord becomes liable to deal with security nájemcovým heir.

(2) If you browse to the rights and obligations of the tenant's lease to a member of the household and the tenant paid the rent in advance, the tenant's household expenses of heirs, such as payment, or what became saved.

## § 2282

Resolved where the rights and obligations of the tenant's lease to a member of the household will migrate to the tenant's heirs. Persons who lived with the tenant in the household until his death, the heir to nájemcovým bound jointly and severally from debts that arose before the lease of the tenant's death.

## § 2283

(1) The lessor may terminate the lease without cause with a two-month notice period of three months after he learned that the tenant has died, that the rights and obligations of the tenant's lease to a member of the household and who is passed over nájemcovým or heir who manages the estate.

(2) Nájemcův heir may terminate the lease with two months' notice within three months after he learned of the death of the tenant, of his inheritance law and that rights and obligations of the lease did not go to a member of the tenant's household, but not later than six months after the tenant of death. Right to terminate the lease has a person who manages the estate.

## § 2284

If nájemcův known heir or within six months from the date of death of the tenant, the landlord may vacate the apartment, the lease expires. Things from the apartment landlord tenant stores at the expense of an heir in a public warehouse or other depository, if not taken nájemcův heir things without undue delay, the landlord may on his behalf in an appropriate manner to sell.

## Termination of lease

## § 2285

If the tenant continues in the use of the dwelling for at least three months after the date on which it was renting a flat finish, and the landlord does not prompt the tenant at this time to be abandoned, the lease is re-arrangements at the same time, what was the agreement to the earlier but a maximum of two years; this does not apply if you ujednájí by something else. The challenge must be in writing.

§ 2286

(1) Lease Termination must be in writing and must reach the other side. The notice period runs from the first day of the calendar month after the notice reached the other side.

(2) If the lease is terminated by the landlord, the tenant learns of his right to raise objections against dismissal and eligibility to design review by the court testimony, or testimony is not valid.

§ 2287

The tenant may terminate the lease for a fixed period, a change in the circumstances of the parties in which an obligation of the lease apparently based, to the extent that the tenant can not reasonably require that the lease continued.

§ 2288

- (1) The lessor may terminate the lease for a specified or indefinite period of three months' time
- a) If the tenant violates grossly its obligation under the lease,
  - b) If the tenant is convicted for an intentional criminal act committed by the lessor or a member of his household or a person who lives in a house where the apartment nájemcův or against property of another, which in this house is located,
  - c) In order to be evacuated because it is in the public interest or necessary to the apartment house where the apartment is located, loaded, so that no-one can be used, or
  - d) if there is another similarly compelling reason for the termination of the lease.

- (2) The landlord may terminate a lease for an indefinite period of three months' time, even if
- a) Must be used by the lessor or his spouse, who intends to leave the family home and has filed for divorce or marriage was already divorced,
  - b) the landlord needs the apartment for a relative or a relative of her husband in a straight line or a side line in the second degree.

(3) If the landlord terminates lease of the grounds referred to in paragraphs 1 and 2, the notice shall state the reason in the notice.

§ 2289

If the landlord gave the tenant notice of one of the reasons listed in § 2288, paragraph 2, the tenant is obliged to re-rent the apartment or compensate him, if not exercised within one month from the tenant's eviction for the purpose stated as a reason for dismissal. This period does not run longer than necessary to modify the flat, if the treatment started within two weeks after the evacuation of the apartment and if it properly continued.

#### § 2290

The lessee has the right to seek court to consider whether the dismissal is justified, within two months from the date on which the notice came.

#### § 2291

(1) If the tenant breaches his duty particularly serious, the landlord has the right to terminate the lease without notice and require that the tenant without unnecessary delay be surrendered no later than one month after the end of the lease.

(2) Lessee breaches its obligation particularly serious, especially if the rent paid and the cost of service for at least three months, damaging the house or apartment has a serious or irreversible manner, causing otherwise serious damage or inconvenience to the lessor, or those who lives in the house or used to be illegal in any way or for any other purpose than was agreed.

(3) Unless the landlord in the notice what feels particularly serious breach of the tenant's obligations, or does not prompt the tenant notice before delivery, within a reasonable time to remove their harmful behavior, or remove the unlawful situation, the notice shall be disregarded.

#### § 2292

Tenant shall surrender apartment landlord on the day on which the lease ends. The apartment is handed over to receive the keys to the landlord, and otherwise it is nothing to prevent access to the apartment and its use. If the tenant leaves the apartment in such a way that the lease can be no doubt considered discontinued, it shall be a cast away.

#### § 2293

(1) The lessee be cast in the state in which he took it, regardless of normal wear and tear during normal use and defects that the landlord is obliged to remove.

(2) remove the tenant in the apartment changes made with the consent of the landlord, if the parties agreed that upon termination of the lease the lessee shall be in original condition.

(3) remove the tenant in the apartment changes made without the consent of the landlord unless the landlord notify the tenant that the removal does not require changes, but the tenant can ask for compensation, even if the changes increase the value of a dwelling. The landlord may claim compensation in the amount of impairment of the apartment, which was due to changes made by the lessee without the consent of the lessor.

#### § 2294

Equipment and items mounted in the walls, floor and ceiling flat, which can not be removed without undue impairment or no damage to apartment or house, moving or placing in the fixing property owner of immovable property. The lessee has the right to demand that the landlord with it without undue delay, offset, this is not what the tenant made without the consent of the lessor. Compensation shall be payable not later than the end of the lease.

#### § 2295

The lessor is entitled to compensation in the amount of rent negotiated, if the lessee fails to return to the lessor in the flat end of the day until the day of the lease, the landlord when the tenant actually cast.

#### § 2296

(1) If the flat thing that can be said that one tenant or member of his household, the landlord will take care of the matter in favor of the tenant and on his behalf. If the tenant does not take the case without undue delay, there is a landlord the right thing after prior notice to the tenant's account in an appropriate manner to sell after having given an additional reasonable time limit for acceptance.

(2) The provisions of paragraph 1 shall not apply if it is a thing that the tenant or a member of his household apparently abandoned.

## Rent an apartment service

### § 2297

If the apartment lease arrangements in connection with the performance of employment duties or other work, and if according to the express determination of contract staff hired apartment, tenant rights may be limited service flat. This is true even if it is in this context, the lease agreement to the house.

### § 2298

(1) Rent an apartment service ends the last day of the calendar month following the month in which the tenant ceased to perform work under § 2297 without having to have a serious reason.

(2) If the tenant ceases to work reasons, resulting in his age or health status, due to the landlord or another serious reason, results in the tenant rent service apartment within two years from the date on which it ceased to work.

### § 2299

Death of a tenant, rent service flat ends. A person who lived in an apartment with the tenant has the right to live in an apartment, ask if her landlord, however, to be vacated, it shall do so within three months from the date of the call is received.

## Renting a flat special purpose

### § 2300

(1) If the subject of the lease be designed to accommodate people with disabilities in the house or apartment with a device intended for these people or be in a nursing home, this is a special purpose lease an apartment.

(2) of the tenancy the landlord can special-purpose close only upon written recommendation of one such apartment set up its cargo or its legal successor.

### § 2301



(1) The provisions of § 2279 in a flat special purpose does not apply. Death of a tenant, rent a flat end and special purpose lessor invite people who lived in an apartment with the tenant to be evacuated within three months from the date of receiving the call, unless such person in the apartment, the landlord asks the tenant's heirs similarly .

(2) Tenancy special purpose lessor can vypořádět only with the prior consent of the person such are set up his own expense, or its legal successor.

### Subsection 3

#### Special provisions for the lease of space serving business

#### Basic Provisions

#### § 2302

(1) The provisions of this subsection shall apply to the lease area or room if the lease to conducting business in this area or in this room and use the space or room, then at least mostly business, regardless of whether it is the purpose of the lease expressed in the lease agreement (hereinafter referred to as "space serving business"). Unless specified otherwise, shall be used for space rental business serving the general provisions of the lease.

(2) If it is to rent space or room is not the purpose of housing, or conducting business within the meaning of paragraph 1, the general provisions of the lease.

#### § 2303

If the rental business serving the area associated with the provision of services, the provisions on the provision of services related to renting a flat analogy.

#### § 2304

(1) The lessee has the right to engage in other activities or change the method or conditions of its exercise, than it follows from the purpose of lease or other arrangements between the parties, or of what could be reasonably expected in the contract if the change worked worsening conditions in

immovable property or the reasonable rate would damage the landlord or other users of real estate property.

(2) Paragraph 1 shall not apply when a change in conditions on the tenant in any of its activities changed only insignificantly ohledu.

#### § 2305

The tenant may immovable thing, where space is found serving business, with the consent of the landlord to provide an adequate level peaks, signals and similar signs, the landlord may refuse consent if it is for this reason. If the tenant asked for consent in writing except where the landlord within one month constitutes consent for the landlord.

#### § 2306

Upon termination of the lease the tenant removes the sign, which provided the immovable thing, and give the affected part real estate property to its original condition.

#### § 2307

##### Transfer of lease space serving business

(1) The lessee may with the prior consent of the lessor to transfer lease in connection with the transfer of business activity in which the space is used; consent of the lessor and the transfer of the lease agreement require written form.

(2) The provisions of § 2306 shall apply mutatis mutandis.

##### Termination of lease

#### § 2308

Rent for a tenant may be terminated even before the agreed time

- a) lose the capacity for action, for whose performance is determined by space serving business,
- b) ceases to be leased space for objective reasons, qualified for the job, which has been designated, the tenant and the landlord does not provide adequate replacement space or
- c) If the landlord roughly their obligations to tenants.

#### § 2309

If it is a fixed term lease, the landlord has the right to terminate the lease even before the agreed time

- a) is to be immovable thing in which the serving area of business is located, removed, or reconstructed so that it prevents further use of space, and the landlord that the contract did not anticipate or could not, or
- b) If the tenant roughly their obligations to the landlord, in particular that, although it called the landlord to remedy, the tenant behaves in conflict with § 2305, or for longer than one month in arrears of rent or services associated with use space serving business.

#### § 2310

(1) The notice shall specify the grounds of denunciation, which is not mentioned her reason is invalid.

(2) The notice period is three months.

#### § 2311

Provisions relating to termination of tenancy for a fixed period shall apply mutatis mutandis.

#### § 2312

If it is a lease for an indefinite period, the party has the right to terminate it in six months' time, however, when party testimony to the serious reason, the three-month notice period, if the lease lasts for more than five years and given the circumstances page could assume that the other party terminates the lease, the notice period of six months each.

#### § 2313

If the tenant vacate the space serving business in accordance with the notice, notice shall be deemed to be valid and accepted without objection by the lessee.

#### § 2314

(1) terminated party has the right within one month from the date on which the notice was served notice to object to the objection objections in writing require.

(2) Unless terminated early party objected, the right to request review of the validity of the notice expires.

(3) raises objections to the terminated party time, but denouncing Party within one month from the date on which the objections were received, does not take back his statement, the exiting party the right to ask court to review the validity of the notice, within two months of in vain when the deadline for withdrawal of testimony.

#### § 2315

##### Compensation for taking the customer base

If the lease is terminated by notice served by the landlord, the tenant has a right to compensation for the benefit of the lessor, or a new tenant, obtained by taking the customer base built vypovězeným tenant. The lessee has the right, if it was the lease terminated for gross violation of their duties.

#### Subsection 4

##### Specific provisions on business lease of movables

#### § 2316

##### Basic Provisions

(1) lease agreement with the landlord, who is an entrepreneur, whose business consists in letting things obliges the tenant to leave some time to use movable property and the tenant agrees to pay the landlord for rent.

(2) Unless otherwise provided, shall be used for business leasing of movables general provisions of the lease.

§ 2317

Landlord and tenant in the matter being satisfied that the matter is in good condition, the lessee demonstrates that the thing works when it is customary for the tenant and familiar with the rules for dealing with things or transmit it to him for guidance in writing.

§ 2318

(1) If the matter of a defect for which it can not properly use or for which it can be used only with considerable difficulty, the lessee has the right to the landlord gave him another thing serving the same purpose.

(2) The period during which the tenant could not properly use the thing at all or only with considerable difficulty, the lessee has the right to remission of rent or the rent for a discount or reduction of rent, your tenant must exercise the right of the lessor by the end of agreed lease period, or disappear.

§ 2319

(1) The lessee shall notify the landlord of damage, loss or destruction of matter without undue delay.

(2) The lessee pays the rent until the landlord notifies the damage to property, for that matter can not properly use or loss or destruction of things, as well as pay rent until it is late in returning the item.

(3) The lessee is not liable for ordinary wear and tear caused by use of things.

§ 2320

(1) The lessee has the right to terminate the lease at any time. Ten-day notice period.

(2) Provisions for renewal of lease after the lease period, provided that the landlord does not ask for a refund is not applicable.

Subsection 5

## Special provisions for the lease of means of transport

### § 2321

#### Basic Provisions

The lease agreement with Lessor undertakes to tenants for a certain period of use of the vehicle and the lessee agrees to pay rent for the landlord.

### § 2322

(1) landlord tenant surrender the vehicle along with the necessary documents in the agreed time, otherwise without undue delay after the conclusion of the contract.

(2) means of transport shall be eligible to operate ujednanému and method of use, or the use to which the vehicle is typically used.

(3) If the vehicle is eligible to operate pursuant to paragraph 2, the tenant has the right to refuse transport to take them, and if it finds additional disability has the right to return it and ask for removal of defects or other delivery vehicle, or cancellation of the contract.

### § 2323

Tenant vehicle covers, only if this was agreed.

### § 2324

The lessee pays rent after stopping the transport vehicle; however, if the lease arrangements at a period longer than three months, the tenant pays rent to the end of each calendar month.

### § 2325

(1) The lessee keeps the vehicle in the state in which he took it, taking into account normal wear and tear.

(2) Landlord Tenant replace the costs incurred by the lessee to maintain, does not apply if the tenant has the right to the lessor within three months of incurring the cost, the right expires.

#### Subsection 6

#### Accommodation

#### § 2326

#### Basic Provisions

Treaty accommodation (rental of temporary), the landlord agrees to provide temporary accommodation for the Resident agreed period or for the purpose of accommodation resulting in a designated facility and the client agrees to pay the owners for accommodation and accommodation related services within the period specified house rules, or within normal.

#### § 2327

(1) The resident has the right to use the space reserved for accommodation as well as collective accommodation facilities (accommodation space) and use the services associated with accommodation.

(2) If so requested by the Tenant, the Landlord will take over from him for safekeeping money, jewelry or other valuables, unless things are dangerous or value or range for accommodation disproportionate. The landlord may require that it be handed over the custody matter in a closed or sealed container.

#### § 2328

Resident landlord submits accommodation in a condition suitable for the proper use and provide the undisturbed exercise of its rights associated with accommodation.

#### § 2329

Resident uses the accommodation space and receiving the services associated with accommodation properly, without the consent of accommodation in an accommodation space shall not make substantial changes.

#### § 2330

(1) The resident may terminate the contract before the agreed time.

(2) If the landlord proves that he could not prevent the damage which he suffered early termination of accommodation by the Tenant may request that the resident had damage replaced.

#### § 2331

The landlord, before the time agreed to terminate the contract without notice in breach of the Tenant despite grossly its obligations under the contract, or good manners.

### Section 4

#### Leasing

##### Subsection 1

#### General Provisions

#### § 2332

#### Basic Provisions

(1) rent agreement with propachtovatel committed tenants to leave the matter to the temporary use and consumption and the lessee agrees to pay for it propachtovатели rent or provide a proportion of revenue from things.

(2) passes on the side of the other party once the contract more things, some of which are for the use and enjoyment of others, consider the contract to the nature of the main things.

#### § 2333



If leasing the thing entered in a public list, write to the public list and rent law, if it suggests things the owner or lessee with his consent. This is true even if it is a public list of registered single thing belonging to the leasing of public things.

#### § 2334

Leases if the lessee leasing the case to another, it passes on to another to use or modify the determination of the matter or manner of its use or enjoyment propachtovatelova without prior approval, may terminate the leasing propachtovatel without notice.

#### § 2335

(1) When the leasing propachtovatel on the matter, which is under the contract or any other means authorized or required to replace the tenants within a reasonable range of costs and loss of income that tenants as a result of such action arose, if requested by the lessee provide reasonable advance propachtovatel him. Pachtýřovo entitled to a discount of rents or the waiver does not prejudice.

(2) Improve the propachtovatel leasing the matter to the extent that the lessee may, at the proper management to achieve higher yield, you may claim reasonable propachtovatel increase rents.

#### § 2336

Lessee takes care of leasing the proper thing as landlord.

#### § 2337

(1) fails if the flaw propachtovatel thing is obliged to remove, without delay, and therefore decreases the income from leasing out things under half the normal yield, the lessee is entitled to a discount on rents, removing the defect itself, has the right to reimbursement of costs incurred.

(2) If it is a defect that substantially more difficult or even impossible to leasing the enjoyment of things so that it can reach at most only a small yield, the lessee the right to remission of rents, or to terminate the lease without notice.

#### § 2338

If the leasing agreement to the at least three years, a party may call at the time of not less than six months before the agreed time the other party to state whether it intends to continue leasing, with the fact that if the other by a party within three months delivery challenges of their consent to extend the leasing period for which it was originally arrangements; otherwise end up leasing the originally agreed time.

#### § 2339

(1) leasing named for an indefinite period may be terminated on six months' time, so that ended pachtovního end of the year. If the contract is concluded in written form, requires notice in writing.

(2) It is considered that the agricultural lease rents for the period from 1 October to 30 September the following year, other leasing terms of the calendar year.

#### § 2340

If the lessee does not return the thing at the end of the leasing the leasing propachtovateli belongs propachtovateli rents, as if letting lasted, harvested fruits and benefits tenants at the time are counted as benefits for the entire year.

#### § 2341

Unless the provisions of this section otherwise provided, shall apply mutatis mutandis for the leasing of the lease.

#### Inventory

#### § 2342

(1) leases to the matter together with the inventory, lessee retains the individual pieces of inventory. Belong to the animals in the inventory, the lessee renews the state with due diligence.

(2) to destroy anything in your inventory or to wear to such an extent that it can no longer use, restores propachtovatel inventory, unless the damage attributed to tenants, it also applies to defects in leasing matters.

#### § 2343

(1) leases to the matter together with the inventory in the agreed price and undertakes to return propachtovateli lessee at the end of lease inventory in the same price, the lessee of inventory as an ordinary farmer to dispose of freely, but it brings the risk of damage, even though created by accident. Lessee maintains inventory and replace it with due diligence, if the matter is recorded in the inventory comes to her propachtovatel ownership.

(2) expires when leasing lessee returns propachtovateli inventory. Propachtovatel may refuse to take a piece of inventory procured tenants if it is due to leasing matters and proper management of the excessive cost or for leasing out excess matter, refusing to take ownership of a piece odmítnutému lessee.

(3) If the value of acquired inventory and reimbursed the difference in cash balances.

#### § 2344

For claims against tenants propachtovateli seriously on matters pertaining to inventory lien. It can however, if other tenants propachtovatel sure pledge to apply the security.

#### Subsection 2

#### Farm leasing

#### § 2345

#### Basic Provisions

(1) If rented it out agricultural or forest land, agricultural leasing is an arrangement.

(2) If a leasing arrangement to a period longer than two years and unless the contract is concluded in written form, it is considered that the leasing arrangement to an indefinite period.

#### § 2346

Rents are paid a year behind and is payable on 1 October.

#### § 2347

Leasing named for an indefinite period may be terminated in twelve months time.

#### § 2348

(1) If it happens lessee for medical reasons unfit to manage the land, has the right to terminate the leasing of three months' time, even if the leasing arrangements on a temporary basis.

(2) If the lessee dies, the heir pachtýřův leasing the right to terminate the three-month notice period, even though leasing arrangements at a time, notice must be filed within six months from the date on which the lessee has died.

#### Subsection 3

#### Leasing plant

#### § 2349

(1) If the race rented it out, it is also used lessee enjoys the manner and extent that is necessary for the proper operation of the plant. Activities run in the race lessee may change only if it has been explicitly agreed.

(2) letting the plant is considered as transfer activities of the employer.

#### § 2350

(1) If the lessee is enrolled in a public register, acquires the right to race the publication of information that saved document on leasing plant to the collection of documents under other legislation.

(2) If the lessee entered into a register for the race takes the right of the contract.

(3) The provisions of paragraphs 1 and 2 are without prejudice to the rights to things written by other legislation.

#### § 2351

Prohibits the transfer of the rights to tenants of industrial or other intellectual property for which this agreement excludes, by the law of industrial or other intellectual property propachtovately provided or excluded by the nature of such rights.

#### § 2352

(1) Propachtováním race lessee becomes the creditor and debtor debts debt that is related to the operation of the plant, the lessee assumes the debts, however, only those whose existence he knew, or at least have reasonably expected. If a creditor has granted approval for debt assumption tenants, propachtovatel liable for its fulfillment. Acquisition tenants claims otherwise governed by the provisions on assignment of receivables.

(2) Propachtovatel shall without undue delay his creditors and debtors, whose debts and claims lessee leasing the plant came into the leased facility.

#### § 2353

(1) Takes to the transfer of race entry, bring a list of everything that involves leasing the facility's tenants and what passes and what is missing, although this contract or otherwise in accordance with the accounting records helps to create the race. Propachtovatel by tenants in the minutes of highlights defects leasing subject about which he knows or which should and could know.

(2) Unless the matter is in the minutes pertaining to race, take it to the lessee, together with the usufruct right požívacím to race. Unless the debt is on the record, lessee shall be had to the existence of at least reasonably foreseeable.

#### § 2354

Deteriorate if leasing recoverability of claims, the creditor is propachtovatele who disagreed with leasing, the right to claim that the court ruled that the leasing is ineffective against him. Entitled to rely

on ineffective expires, apply to the lender within one month from the date of the lease learned within three months from the effective date of the contract.

#### § 2355

(1) The date of termination of tenancy passes to propachtovatele assets and debts, which belongs to the plant, the debt becomes propachtovatel but only those whose existence he knew, or at least have reasonably expected. If a creditor has granted permission to take over the debt propachtovatelem, lessee is responsible for its fulfillment. Acquisition propachtovatelem claims otherwise governed by the provisions on assignment of receivables.

(2) lessee shall notify its creditors and debtors, whose debts and debts acquired lessee leasing the plant, without undue delay, letting it disappeared.

#### § 2356

If the parties have demonstrated that the appearance and disappearance of letting a third person was known before, are these facts to the effective date on which notice of the occurrence or termination of tenancy notice.

#### § 2357

The provisions of this subsection shall apply mutatis mutandis to the leasing of the plant forming a separate organizational unit.

### Section 5

#### License

#### Subsection 1

#### General Provisions

#### § 2358

## Basic Provisions

(1) The license agreement provides the licensee to exercise the right of intellectual property rights (license) at the named limited or unlimited in scope and the licensee agrees, unless otherwise agreed, give the provider fee.

(2) The contract must be in writing,

a) where a license is exclusive or

b) if the licenses to be entered into the public list.

(3) Licence to the subject of industrial property registered in the public list is effective against third persons entry in this list.

### § 2359

(1) The licensee is not obliged to use the license, unless the duration of the right depends on its performance.

(2) The provider maintains for the duration of the license law, if required by its nature.

### § 2360

#### Exclusive or nonexclusive license

(1) If the subject of an agreement exclusive license, the provider is allowed to provide the same license to a third party as long as it takes an exclusive license. Unless expressly agreed otherwise, shall refrain from provider and law enforcement, which grants exclusive license.

(2) Where a provider for the duration of the exclusive license of the licensee without the consent in writing given to a third party license, the license does not arise. However, if the non-exclusive license granted before granting an exclusive license, remains unchanged.

### § 2361

If the subject of an agreement non-exclusive license, the provider is entitled to exercise the right, which granted a nonexclusive license, and grant licenses to third parties.

### § 2362

Unless expressly agreed an exclusive license is valid, it is a non-exclusive license.

§ 2363

Sublicense

Licensee may license forming part of the license to a third party in whole or in part, only if this was stipulated in the license agreement.

§ 2364

(1) The licensee may license to a third party in whole or in part without the consent of the provider. Consent must be in writing.

(2) The licensee shall notify the provider without undue delay, a license assigned, the assignee and the person.

§ 2365

He was transferred to the plant or in part, representing a separate component, the agreement of providers to transfer the license shall be required only if this was specifically agreed.

§ 2366

Reward

(1) Unless agreed amount of remuneration or the method of determining the contract is still valid if

a) the behavior of the parties on the conclusion of the treaty will enter into a contract for pecuniary interest without determining the amount of remuneration, in which case the purchaser will pay the provider fee in the amount that is customary at the time of contract under similar terms and for such a right, or

b) the parties in the contract ujednají that the license free of charge.

(2) If the amount of remuneration negotiated in dependence on revenues from the use of license, the transferee provider to check the accounting records or other documentation to determine the



actual amount of remuneration. Where a purchaser provides following information identified by the licensee as confidential, the provider may disclose to third parties nor use it for their needs conflict with the purpose for which it was provided.

(3) The licensee shall submit regular billing provider remuneration referred to in paragraph 2 ujednanych times, if not stated otherwise, it shall do so at least once a year.

#### § 2367

Provider shall provide the licensee without unreasonable delay after the conclusion of any document or information necessary to exercise license.

#### § 2368

(1) The transferee concealing documents from third parties, and communications which he received from the provider, unless the contract or the nature of documents and messages that the provider has no interest in their concealment. Third person is not an employee or one who participates in the business of business, if an entrepreneur was bound to secrecy.

(2) Upon termination of the license granted to the purchaser returns the documents, communications conceal until they become generally known.

#### § 2369

If there is a threat to or breach of license acquirer, the acquirer shall advise the provider without undue delay as soon as it learns. Provider will provide assistance to the assignee the legal protection of his license.

#### § 2370

##### Statement

If the contract is concluded for an indefinite period, the denunciation shall take effect one year after the end of the calendar month in which the notice reached the other side.

#### Subsection 2

Special provisions for the license to the subjects  
protected by copyright law

§ 2371

Basic Provisions

Agreement, the author gives the purchaser to exercise the right to use copyright work in its original or processed or otherwise modified, and a certain way or use all means to the extent restricted or unrestricted.

§ 2372

(1) The author may grant authorization to exercise the right to use copyright works in ways which at the time the contract is known, the opposite arrangement is disregarded.

(2) The license of the copyright owner is required to use the acquirer, unless otherwise agreed.

§ 2373

(1) The application for contract terms even if the speech is directed also against the will of an unspecified number of people. The content of the contract or part thereof can be determined by reference to the license terms that are parties known or publicly available.

(2) With regard to the content or design practice, the parties have established between themselves or usage, a person who intends to accept the proposal, in agreement with a proposal to contract execution an act without informing the petitioner, notably through the adoption or implementation. In this case, the adoption of effective when the act was done.

(3) If the proposal addressed to an unspecified group of persons that may be taken without informing the petitioner under paragraph 2, the deadline for acceptance, the proposal can not be revoked during this period.

§ 2374

(1) If the fee for granting licenses negotiated in dependence on revenues from the use of license and if so low that it is clearly disproportionate to the profits from the use of licenses and the importance of the subject license to achieve a profit, the author has the right to adequate additional reward, this right can not give up.

(2) The amount of additional remuneration determined by the court which shall have particular regard to the amount of original bonuses, gains realized from the use of license, the importance of such work for profit, and the usual amount of remuneration in comparable cases where provision is made according to yield, is not excluded by agreement of the parties out of court the amount of additional fees.

#### § 2375

##### Restrictions on the licensee

(1) identification of the author acquirer may modify or otherwise change, but if this was agreed.

(2) The transferee may work or his name to modify or otherwise change, but if this was agreed, unless it is a modification or other change that may reasonably be expected that the author would use under the circumstances consented, even in this case, the licensee may not work or his name to edit or otherwise alter, set aside the permission of the author and if such objection known to the purchaser.

(3) Paragraph 2 shall apply mutatis mutandis in connection with the works of another work or works for inclusion in a collection.

#### § 2376

(1) A license may be limited to individual ways of use of the work, exploitation of the work may be limited scope, especially in quantity, location or time.

(2) It is understood that the license was granted to use such methods and to the extent as would be necessary to achieve the purpose of the contract.

(3) Unless the purpose of the treaty otherwise, it is considered that

a) the territorial scope of the license is limited to the Czech Republic,

b) the time scope of the license is limited to the usual time for a given type of work and method of use, but not for longer than one year from licensing, and the work to be handed over to the licensing, and from such a submission, and

c) the tonnage range of the license is limited to the amount that is usual for the type of work and method of use.

(4) The license for the reproduction of the work includes the right to purchase copies of the direct and indirect, permanent or temporary, in whole or in part, by any means and in any form.

(5) licenses for the reproduction of the work includes expansion of licensed copies made as follows.

#### § 2377

##### Copy for the author

If it can be on the licensee to reproduce copyright works reasonably be required and, if normal, the author provides the purchaser at their expense, at least one copy of author's copies of copyright works under taken by the license.

##### Withdrawal from the contract purchaser for inaction

#### § 2378

(1) Where the licensee of an exclusive license to use or even if it insufficient and thereby significantly adversely affect the legitimate interests of the author, the author may rescind the contract. This does not apply if the non-use or insufficient use of the license is due to circumstances resting mainly on the author.

(2) The author may, for reasons mentioned in paragraph 1 to cancel the contract only after the buyer asks for a reasonable period of time from delivery of the invitation enough to take a license, and the transferee may not use enough, despite this challenge. The possibility of withdrawal as a result of lapse of reasonable time, the author must notify the purchaser in the call. Waiting is not necessary if the use of license by the licensee is not possible or if the purchaser states that he does not use license.

#### § 2379

(1) The author is not entitled to withdraw from the contract purchaser for failure to apply before the expiry of two years from the granting of a license or surrender of copyright works, if it was handed over to the transferee to grant a license; for contributions to the periodical press with a daily frequency this period shall be three months and other periodicals one year.

(2) If required by the call to the transferee, within a reasonable time enough to take a license, not before the expiry of the periods referred to in paragraph 1 shall not make such a challenge.

## § 2380

Where, for the reasons worthy of special consideration, the author of the acquirer replaces damage that he was withdrawing from the contract. Taking into account the particular reasons for which the licensee has not used enough.

## § 2381

(1) If there is no use of the license, the purchaser returns the author reward which from him received under the agreement from which he resigned, when there is a use license only inadequately, the author returns odměnu less of that with regard to the relationship between made by and between the stipulated extent provided by law or usage license falls to the underlying application.

(2) Where the licensee was required to use the license and if breached this obligation, the author's right to compensation for termination of the contract purchaser inaction intact. If the fee negotiated in dependence on the proceeds from the copyright owner, it is considered that the author of a right to remuneration in the amount, which would arise if the purchaser at the time of the termination of the license agreement is sufficiently utilized.

## § 2382

### Withdrawal from the contract to change the author's conviction

(1) The author may terminate the contract if not already the author's work, which has not yet been published, his beliefs, and publication of copyright works would be significantly adversely affected by his legitimate personal interests.

(2) By replacing the purchaser for damage suffered withdrawal from the contract pursuant to paragraph 1 came into being. Effects of withdrawal or loss incurred by replacing the provision of adequate security.

(3) expresses the author of the withdrawal in accordance with paragraph 1 of renewed interest in the copyright owner, will offer the transferee a license priority conditions comparable to the stipulated previously.

(4) The provisions of § 2381, paragraph 2 shall apply mutatis mutandis.

## § 2383

## Termination of License

Death of a natural person or dissolution of legal persons which the license was granted, the rights and obligations of the license agreement to its legal successor. Licensing agreement may transfer such rights and obligations to the legal successor avoided.

### Subsection 3

#### Special provisions for publishing license agreement

#### § 2384

#### Basic Provisions

(1) License Agreement publishing author gives the licensee a license to reproduce and distribute copyright works of literary, musical dramatic or musical, visual, photographic, or expressed in a way similar to photography, unless a copyright work in a performance artist.

(2) Unless the contract concluded in writing expressly agreed non-exclusive license, it shall be regarded as an exclusive license, this does not apply in the case of reproduction and distribution of copyright works in a periodical publication.

#### § 2385

(1) The licensee shall provide the author before the author's work a reasonable time to make minor changes to its creative work that will not cause the transferee to use disproportionate cost and which will not change the nature of the work (author's correction).

(2) Where the licensee does not allow the author to make author's corrections, the author may rescind the contract, if it occurred as a result of a copyright work in a way detracting from its value.

#### § 2386

If the quantitative scope of the license restricted to the number of copies and those copies have been sold out before the expiry of the period for which the license was granted, the license expires,

unless the parties to increase the quantitative range within six months from the date of the licensee to the author of such change contract requests.

#### Subsection 4

Special provisions for rights related to copyright  
and for the right customer database

#### § 2387

For the artistic achievements of § 2371 to 2383 shall apply mutatis mutandis, but the performer is allowed to set out in § 2377th

#### § 2388

For sound recordings, audiovisual recordings and radio and television broadcasts from 2371 to 2376 § § 2383 and shall apply mutatis mutandis; phonogram or audiovisual recording or radio or television broadcaster, however, no right provided for in § 2374th

#### § 2389

For databases that are the subject of a special law creating a database, apply § 2371 to 2376 and § 2383 adequately, maker of the database but has no right under § 2374th

#### Section 6

Loan

#### § 2390

#### Basic Provisions

Handed over to the lender vydlužiteli fungible thing to be enjoyed at will over time and returned the same kind of thing, there will be agreement to borrow.

#### § 2391

(1) If the loan back in cash in a currency other than what was given to repay the lease vydlužitel so that what returns a value equal to what was given. Loan is repaid in the currency of the place of performance.

(2) In-kind Borrow returns the same kind of thing that was given to loaning, it does not matter whether its price has risen or fallen in the meantime.

#### § 2392

(1) When you can borrow cash negotiate interest. The same applies to the loan provided in the Securities Act.

(2) In-kind Borrow instead of interest can negotiate a reasonable performance of more or better quality goods, but the same kind.

#### § 2393

(1) Unless the contract when the loan is to be returned is dependent on the maturity of the termination of the contract. Unless agreed to terminate anything, notice period is six weeks.

(2) If the interest arrangements may vydlužitel repay the lease without notice.

#### § 2394

It was agreed to loan repayment in installments, the lender may cancel the contract and require that the debt with interest at vydlužitele delay in returning more than two installments or in one installment for more than three months.

#### Section 7

#### Credit

#### § 2395



## Basic Provisions

Credit agreement with the lending undertakes to provide úvěrovanému on his request and for the benefit funds, to a certain amount, and committed to lending the funds to go back and pay interest.

### § 2396

Lending returns úvěrujícímu funds in the currency in which it was provided. In the same currency and interest paid.

### § 2397

Lending may exercise the right to receive money within the time specified in the contract. If time arrangements, the right to apply until the obligation of the contract lasts.

### § 2398

(1) provide úvěrovanému Lending money at his request at the time specified in the request, unless you are credited for performance in the application, give the the lending without undue delay.

(2) If the contract binds the loan application to a particular purpose, may restrict the lending of money to provide only the úvěrovaného obligations incurred for this purpose.

### § 2399

(1) Lending úvěrujícímu return the funds within the agreed time or within a month from the day when he was asked for a refund.

(2) may return úvěrujícímu lending money before the agreed time. Interest paid only for the period from the granting and reimbursement of funds.

### § 2400

To be used for funds under the contract only for a particular purpose and lending is used for another purpose, crediting may cancel the contract and require the mortgaged without undue delay, returned as received from him, plus interest. This applies even if the use of money for the agreed purpose impossible.

### Part 3

#### Employment

##### § 2401

(1) The employment and the rights and obligations of employees and employers of employment governed by another law. The same applies to the extent provided by another law on contracts for the performance of dependent work founding between the employee and the employer a similar commitment.

(2) The rights and obligations of employers and employees do not apply the provisions of the Consumer Protection Act.

### Part 4

#### Liabilities for contracts schovacích

##### Section 1

##### Custody

##### Subsection 1

##### General Provisions

##### § 2402

##### Basic Provisions

Contract on the safekeeping of the Broker undertakes to accept the thing to be cherished for a custodian. The contract can negotiate that Broker may refer the matter to surrender into custody the next custodian.

#### § 2403

(1) a cover safekeeper care of them, as agreed, otherwise so carefully, as it reflects the nature of things and the possibility that things is not damaged, and the time custodians custody thing back together with what was added.

(2) If a custodian of it, return it to him safekeeper thing even before the agreed period of custody. Alone but not to refer the case earlier, unless it can not for the unforeseeable event safely and without damage to cherish their own.

#### § 2404

If the circumstances clear how long the thing in custody, the custodian at any time demand the return of things and the Broker may, at any time to return.

#### § 2405

Broker If you take a cover for themselves, allowing the use of other things or if it can be deposited into a custodian to another without permission or without the necessary supplies, custodians will replace any damage, even random. This does not apply if it shows the Broker that the damage suffered thing otherwise.

#### § 2406

(1) The client will replace the custodian necessary costs that the matter in its custody has made, custodian substitute for other costs due, unless otherwise agreed, as nepřikázanému directors.

(2) The charges for storage due depositors only if this was agreed, or if it stems from the practice of previous contact with the parties or subject matter of the custodian.

#### § 2407

If the custodian does not claim a right to compensation or apply the law to pay Broker a fee or cost within three months from the return of the case, the court shall admit it right he will say if the other party delayed implementation.

#### § 2408

The provisions on custody shall apply mutatis mutandis to cases where someone has under contract or under other provisions of the Act cherish thing for another.

#### Subsection 2

#### Safekeeping of securities

#### § 2409

(1) safekeeper securities held in custody separately from its own securities or securities of other clients, this is not the case for mass storage or if the custodian agreed differently.

(2) keep records of safekeeper security placed into custody, the content of which is also the custodian of identification and the location of the security.

#### § 2410

#### Mass storage

When public security deposit is required to retain the securities, together with other clients separately from the securities custodian. Securities in bulk safekeeping custodians all belong together, but each custodian may assert his rights against self-depositors, especially the right to return the same security that custodian for safekeeping.

#### § 2411

(1) share of each custodians of the ratio of the sum of the nominal value of securities put into custody, the sum of the nominal values of all securities in the custody of the same mass, the absence of a nominal value of securities, depositary share determined by the number of securities .

(2) The transfer of shares shall apply mutatis mutandis to joint ownership, joint ownership of the other provisions of the securities in bulk safekeeping.

#### § 2412

(1) A security taken into custody may put forward other custodian for safekeeping (secondary storage), its rights and obligations are not affected.

(2) In the case of bulk storage of immobilized securities, governed by its terms the rules of keeping separate records of investment instruments under the law governing business in the capital market to the emergence of a secondary deposit is required secondary transfer of the securities custodian.

#### Immobilization of securities

#### § 2413

(1) retain the securities in bulk safekeeping of the issuer, the security is issued on the date on which the issuer shall list custodian for the benefit of its owner as the first purchaser (immobilized securities). If you pass it into the custody of a registered security, a security or to order, not applicable to securities in the deposit of the name of the owner of the security.

(2) The owner of a security repository has the right to demand that he was a security issued only under the terms of the issue conditions of security. Safekeeper before issuing the securities from escrow will complement the securities are registered or to order his name owner.

(3) immobilized custodian of securities may only be a person authorized to keep a separate register of investment instruments under the law governing business in the capital market, a secondary custodian may only be a person authorized to keep records linked to a separate register of investment instruments in accordance with the law governing business in the capital market.

#### § 2414

The securities in custody in cases where an individual can not demand the release of a security, shall apply mutatis mutandis the provisions of another law of uncertificated securities.

#### Section 2

## Storage

### § 2415

#### Basic Provisions

(1) of the storage storer undertakes to accept the thing to be cherished and saved, and the depositor agrees to pay him for that storage.

(2) If the custody case of business stockholder, it is considered that the parties entered into a contract for storage.

### § 2416

Passes if the depositor thing storekeeper, storekeeper thing takes over and take it the depositor in writing confirm.

### § 2417

(1) Confirmation of receipt can be replaced with things Stock warrants. Stock warrants are securities to which the right to demand the release of stored things, it can give a name, to order, or bearer.

(2) Stock warrants contain at least

- a) the name of the storekeeper and his place of residence,
- b) the name of the depositor and his place of residence,
- c) the description, quantity, weight or volume of stored goods,
- d) Depot form of sheet, if it was issued in the name or to order, and the designation of the person in whose name or series has been issued
- e) an indication of where the case is stored and
- f) the place and date of issue and certificate Depot skladovatelův signature.

(3) Unless the warehouse sheet name of the person in whose series is issued, shall be considered to have been issued to the order of the depositor.

#### § 2418

If the third person is entitled to demand the release of stored items on the sheet Depot, storekeeper, upon request, confirm the item was on the Stock warrants. Storage shall not pay, but if not paid, the storer may not goods issue, apply the retention of the goods stored in the warehouse.

#### § 2419

Commitment expires, unless the matter is handed over to the storekeeper, storage in agreed time or within six months of the contract.

#### § 2420

Storer thing saves stored separately from other things indicating that it is a matter depositor. The depositor has the right to check the status of things stored and take samples from it.

#### § 2421

Storer covers thing, if it corresponds to the arrangement, or if customs.

#### § 2422

(1) if the storage lasts longer than six months, payable semiannually storage behind.

(2) Storage charge for incomplete half-year storage in a shorter period of storage shall be paid upon collection stored things.

(3) Even after the termination of the arrangement has a storekeeper on the right storage for the period during which the matter was deposited with him because it was not collected in time depositor.

#### § 2423

Storage charge covers all costs associated with the storage in addition to insurance costs. The replacement cost of insurance storekeeper has the right, if it was obliged to insure the thing.

#### § 2424

(1) If the agreed storage for an indefinite period, the storer may request release at any time with things that will pay storage charges for real time storage. Things pick up storage expires.

(2) storage může Storer agreed to terminate an indefinite period, the notice period is one month and begins on the first day of the month following receipt of notice.

#### § 2425

Although storage is agreed for a fixed period, the depositor can pick up a thing even before the agreed time, but must pay storage charges accruing prior to the agreed time. Before the end of the depositor agreed time can reapply for taking things for storage by the end of this time, replace the storekeeper, the associated costs.

#### § 2426

(1) Storage replace depositor damage resulting from taking matters into its release, unless he proves that he could prevent it.

(2) Storage does not cover damage caused by the depositor or the owner of the matter or defect or inherent saved stuff. Cover damage caused by the storekeeper refund to the defect in the professional care and attention to know if her confirmation in accordance with § 2416th

(3) if the damage arose from the causes referred to in paragraph 2, the storekeeper will make professional care that damage is minimized.

#### § 2427

Storer může storage terminate without notice,

- a) If the depositor has concealed a dangerous nature of things and there is a storekeeper from it considerable damage,
- b) If the depositor owes storage for at least three months, or
- c) if there is a creation of substantial damage to stored things that can distract the storekeeper.



## § 2428

### Self-help sale

If not collected by the depositor after the end of the matter, after which the matter shall be stored storer, the storer may specify a reasonable period the depositor to collect things. Warns if it while the other thing is sold, the storer may matter after the lapse of time to sell on behalf of the depositor in an appropriate manner; mining depositor shall without undue delay, he can not deduct storage and reasonably incurred costs associated with the sale.

## § 2429

Storer has to store things until it is at, the lien securing the debts arising from the contract.

## Part 5

### Contractual obligations příkazního type

#### Section 1

#### Command

## § 2430

### Basic Provisions

Order contract to procure příkazník matter committed payer.

## § 2431

If someone performs certain business issues as it must, if it was for the supply of such matters required to give the other side without delay explicitly indicate whether each provision to take the matter or not, otherwise damages it caused.

#### § 2432

(1) command Příkazník perform honestly and carefully according to their abilities, while use of each device, which requires procured nature of matter, as well as one that is consistent with the will of the principal. From příkazcových příkazník guidelines may be adjusted, if necessary in the interest and principal on time if it can not obtain his consent.

(2) Příkazník Client passes on the full benefits of the provisions of the matter.

#### § 2433

Receives an instruction from the principal příkazník obviously wrong, warns him about it and meet such an instruction only when the principal takes it.

#### § 2434

Příkazník executes personally. Entrust the execution to another, responds as if he carried out the command, but if allowed the Client to appoint an alternate, or if this was strictly necessary, replace the damage caused by wrong choice of substitute.

#### § 2435

Příkazník Client shall at its request, reports on the progress of execution, and transfer to the principal benefit of the command executed, the execution shall bill payer.

#### § 2436

The payer shall establish příkazníkovi request advance payment of cash expenses and pay him the costs reasonably incurred in carrying out the order, although the result failed.

#### § 2437

(1) replace the Payer příkazníkovi even the damage incurred in connection with the execution command.

(2) If the pledged příkazník command to charge, replacing him by the damage it suffered during příkazník command performance by chance. However Příkazníkovi belong more than he belonged as usual remuneration that was reached.

#### § 2438

(1) officer shall příkazníkovi reward was the arrangement, or when the normal, mainly due to příkazcovu business.

(2) The Client is offering a reward, although the result did not occur, unless the failure was caused by příkazník fulfill its obligations. This is true even if the order fulfillment thwarted by chance, which does not raise příkazník.

#### § 2439

If required by the provision of the matter to the principal legal příkazník acted příkazníkovi principal issue power of attorney time. If the power of attorney contained in the contract, not replace it agreed takeover of the principal obligation to act on behalf příkazníka, this applies even if the third party with whom you are legally příkazník, knows of this obligation.

#### § 2440

(1) command can Příkazník terminate before the end of the month following the month in which notice was served.

(2) terminates the command příkazník before obtaining a matter which has been specially commissioned, or the provision of which began under the general mandate for damages from this is usually under the general provisions.

#### § 2441

The commitment of the principal command upon his death and death příkazníka. This applies even if the termination of the legal person without a legal successor.

#### § 2442

Upon termination order removal from office, dismissal or death příkazník arrange everything can not be delayed until the principal or his successor will not affect another.

#### § 2443

Command officer may withdraw at will, however, replace příkazníkovi costs, which until then had, and damage if it is sustained, as well as a reasonable part of the remuneration of effort příkazníka.

#### § 2444

The provisions of the order shall apply mutatis mutandis to cases where someone has under contract or under other provisions of law to arrange the matter on behalf of others.

### Section 2

#### Mediation

#### § 2445

#### Basic Provisions

(1) of the mediation agent agrees that applicants arrange concluding a contract with a third party and the candidate agrees to pay commission to intermediaries.

(2) If the conclusion of the contract by which one party undertakes to procure the other hand, the opportunity to contract with a third party, obvious from the circumstances that the provision will be required to pay, it is understood that the contract for mediation.

#### § 2446

(1) The mediator shall interested parties without undue delay, everything that is relevant to its decision on the conclusion of mediated agreements.

(2) Applicants shall notify the agent everything for him, has a decisive importance for this contract.

#### § 2447

(1) The commission is payable on conclusion of the mediated agreement; where that contract with a suspensive condition, the commission payable to the fulfillment of conditions.

(2) If agreed, the broker procures an opportunity for interested parties to conclude a contract with a third person with a certain content, the commission payable in obtaining opportunities.

#### § 2448

If it was agreed that the agent has the right to commission a third party to fulfill the obligation of the mediated agreement, applicants will pay a commission even if delayed or nullified if the fulfillment of this obligation for reasons for which the candidate responds. If the commission amount to be determined according to the extent performance of third parties to set off the base and the performance of the unrealized reasons for the responsibility of the candidate.

#### § 2449

The mediator shall be entitled to compensation for costs associated with the mediation, unless the subject of an agreement commission. If the commission arrangement, it is considered that the commission includes these costs.

#### § 2450

The mediator does not have the right to commission and to cover the costs, if it was in breach of contract operates for the other side also mediated agreement.

#### § 2451

Mediator applicants retain the documents obtained in connection with the brokering activities as long as they can be important to protect the interests of the candidate.

#### § 2452

Broker candidates must not contract with a person that has a reasonable doubt as to whether the obligations of mediated smlouvy duly and timely fulfilled or for which the circumstances have had a doubt. If so requested by the candidate, his agent shall communicate the information necessary to assess the credibility of the person it proposes to contract.

#### § 2453

Commitment expires, unless mediated by the agreed contract period. If time arrangements, either party may cancel the obligation by notifying the other party.

#### § 2454

Law to the commission agent is not detrimental, if the contract to which the activity covered by an intermediary conclusion or performance to extinguish the obligation of the agency contract.

### Section 3

#### Commission

#### § 2455

#### Basic Provisions

Commission contract with the broker agrees to obtain the principal on his own account a name issue, and the principal agrees to pay him a reward.

#### § 2456

From a legal action by an agent against the third party rights or obligations arise the principal, but the commission itself.

#### § 2457

Instructions from the principal broker may depart if it is in the interest and principal is unable to timely request his consent, or else the principal may not recognize the act performed on its behalf, refuses to act when the effects for themselves without undue delay after negotiations on the content learned.

#### § 2458

Procures the commission principal issue under more favorable conditions than those it has designated the principal, principal, belongs only benefit.

#### § 2459

(1) If the broker sold the matter at a lower price than the designated principal shall reimburse him the difference in price. This does not apply where it is demonstrated that the sale at a specified price could not be implemented and that the sale of principal, things turned imminent harm.

(2) If a broker bought the thing at a higher price than the designated principal, the principal may refuse to purchase as if it was not on his account if his commission at the same time as the report pledged to pay the purchase price difference. Refuse to purchase the principal without delay upon receipt of a purchase is deemed to have approved it.

#### § 2460

(1) The commission protects komitentovy interests that he knows and notify him of every circumstance which may affect the change komitentova command.

(2) The commission shall advise the principal on the performance of his command. After the provision of billing issues will be passed principal, rights acquired in connection with the provision of the matter and issue everything when it won.

#### § 2461

Unless the commission in a report on execution person with whom the account of the principal entered into a contract, the principal exercise their rights against the commission itself as zavázanému from this contract.

#### § 2462

If he can not broker an obligation to fulfill the contract itself, the fulfillment of the contract to another person.

#### § 2463

If the commission violated the order on the principal person with whom contract should be concluded, is responsible for fulfilling the obligations of the person with whom contracts.

#### § 2464

(1) Case entrusted to a commission to sell the property remains the principal until the property right acquired by a third person.

(2) The claim that the contract for the commission concluded the principal, the principal in relation to the commission or its creditors viewed as komitentovu claim.

#### § 2465

(1) During the period when the commission has taken the matter with him from principal or the principal, has duties as a storekeeper. If there is damage to things or if the principal fails to dispose of things, although he was obliged to do, the commission may sell the item pursuant to § 2428th

(2) The commission is to the point, until you are with him or her until you can otherwise dispose of lien to secure debts arising from the contract.

#### § 2466



Fails to fulfill the obligation of a third party agreement which it concluded the commission, the commission recovered on behalf of the principal to fulfill this obligation. The law, which it corresponds, the commission principal, assign, unless the principal agrees.

#### § 2467

Consignor may require a third party performance, which for him provided the commission unless the commission of the causes on its side with it myself to arrange a third party principal, filled.

#### § 2468

Unless the amount of remuneration arrangements belong to commission adequate reward work done and results achieved.

#### § 2469

(1) Along with the reward, if not already included in it, replace the principal commission costs that the provision in its affairs effectively spent, and the commission shall release the obligations assumed under contracts.

(2) It is considered that the costs referred to in paragraph 1 are included in remuneration.

#### § 2470

Consignor has the right to revoke the order only until the commission incurs a liability to a third party.

### Section 4

#### Forwarding

#### § 2471

## Basic Provisions

(1) Freight Forwarding Contract with the Client undertakes to procure his own behalf and on behalf of transportation of the consignment from a particular location to another location, possibly to procure or perform tasks associated with the carriage, and the Client undertakes to pay compensation to the Freight Forwarder.

(2) If agreed, the consignor procure the sending of the consignee receipt of funds or other place that the recovery operation before shipment or consignee issues a certificate allowing dispose of the consignment shall apply mutatis mutandis to the provisions of the documentary collection.

### § 2472

If the contract is concluded in writing, the Freight Forwarder has the right to demand that delivered him by the order for providing transport (forwarding command).

### § 2473

The Sender may use for carriage further freight forwarder (intermediate forwarder).

### § 2474

If it does not contract or not prohibited by the principal before the start of implementation of transport, the freight forwarder to transport himself, he has to arrange.

### § 2475

The method and conditions of the Agreements Freight transport exerting the necessary care to best suit the interests of the principal which the Freight Forwarder knows. The obligation to insure the shipment freight forwarder, but if this was agreed.

### § 2476

If the Client fails to provide correct information to the Freight Forwarder on the content of the consignment and all facts necessary to conclude the contract of carriage, damages to the Freight Forwarder arising from the violation of that obligation.

#### § 2477

(1) Freight Forwarder shall inform the Client of the damage that threatens consignment or already established as soon as it learns otherwise replace the damage caused to the Client by sending this nezpravil.

(2) Where there is substantial damage to the shipment immediately, and if no time to ask for guidance or principal if the principal lingers with them, the Freight Forwarder has the right to sell the consignment under § 2126 and the 2127th

#### § 2478

If a consignment is taken on the provision of transport damage, consignor will replace it, unless it is proven that the damage could not prevent.

#### § 2479

He knew if the consignee to claim freight forwarder contract of forwarding to the principal, or had to know about it, it becomes a guarantor taking consignments for this claim.

#### § 2480

Unless the amount of remuneration arrangements belong to the Freight Forwarder reasonable fee, which at the time of closing, and under similar terms and conditions usually provides. In addition, due to the Sender and compensation for expenses incurred in the performance of the contract.

#### § 2481

(1) Freight Forwarder has the shipment until the consignment is in him, or until the instrument, permitting it to dispose of the consignment, the lien securing the debt principal under the contract. This

is true even if the consignment or documents are for someone who has them in his zasílatelovým name.

(2) an intermediate forwarder applies to the earlier request of shippers all the rights they are entitled to their lien, and the right and duty to satisfy their rights. To satisfy them, pass to him with a lien that is provided.

#### § 2482

In other forwarding to apply mutatis mutandis to committee.

### Section 5

#### Dealership

#### Basic Provisions

#### § 2483

(1) an agency contract with a sales representative as an independent business undertakes to develop dlouhodobě represented action to conclude a certain type of business represented by the arrangements or transactions on behalf of the represented and represented his account and promised to pay the agent commission.

(2) The contract requires the agency in writing.

#### § 2484

Commercial representative of the legal person can be a person who can bind the represented person, or with which the transaction is concluded to be, as a member of the authority or legal entity trustee or bankruptcy administrator. The opposite arrangement is disregarded.

#### § 2485

#### Governing the

If agreed, where a commercial agent to carry out activities, are named for the Czech Republic, is a sales representative if a foreign person pays the agreed territory, where a dealer is located in the time of contract.

#### § 2486

A commercial agent is allowed to enter into transactions on behalf of the represented, anything for him to receive on its behalf or otherwise legally act. In the opposite arrangement with the rights and obligations of the parties that it would entail, the provisions of the order.

#### § 2487

##### Exclusive dealerships

(1) It was agreed to exclusive dealerships, has represented law applicable to the territory or class of persons intended to benefit another sales representative, sales representative has the right to exercise the same extent dealership for another person or enter into transactions for own account or for account another person.

(2) Represented the right to conclude transactions, subject to exclusive dealerships, even without the cooperation of the agent. In this case, the agent shall be entitled to a commission, as if these transactions were concluded with its synergies.

#### § 2488

##### Non-exclusive dealership

Unless the contract, the exclusive sales agency may delegate represented by another person in the same proportion of the business, with which negotiated a sales representative, sales representative and may practice, which is committed to the represented, and for other persons, or transact business covered by the dealership, even for its own account or the account of another person.

##### Duties of the agent

#### § 2489

(1) The agent shall work with professional care. It caters for the interests represented, the procedure in accordance with the mandate and budget guidelines represented and communicated to him the necessary information learned in connection with the performance of their duties and which is related to that transaction.

(2) The agent shall notify the represented data on market developments and all other circumstances relevant to the legitimate interests of the represented, in particular for his decision-making related to the closure of shops.

#### § 2490

If the dealer agreed right to conclude transactions on behalf of the principal, such transactions may be concluded only on commercial terms for represented, reflected the agreement represented a different procedure.

#### § 2491

(1) If it were contrary to the interests of the principal, the agent must disclose information to third parties that represented the acquired, or use this information for yourself or for another person, unless the agreement represented. The same applies to the information that the agent did not find out directly from the principal, but in fulfilling their obligations under the contract and whose use could cause harm represented.

(2) The obligation of the agent under paragraph 1 shall apply even after termination of dealership.

#### § 2492

Sales Representative warrants that the third party satisfies the obligations of business, which represented the proposed closure, or on behalf of the represented himself concluded only when committed to it in writing and was the subject of an agreement for the assumption of liability special charge.

#### § 2493

Gets the agent in its action documents which may be important to protect the legitimate interests represented, it kept for the required period.

§ 2494

If he can not agent to perform its duties, it represented shall without undue delay.

Obligations represented

§ 2495

Represented the agent procures and communicate the information necessary to perform its duties.

§ 2496

(1) Represented the agent providing the necessary documentation relating to the subject transactions.

(2) Representation before the sales representative all documents and things necessary for the performance of his duties. Supplied documents and things remain the property represented, sales representative, after the dealership represented returns, unless they have been due to its nature, the dealership consumed.

§ 2497

Represented the agent shall without undue delay, whether procured store sales representative accepted or rejected, or if it failed.

§ 2498

Expected to range represented a significant reduction in activity compared to what the agent could reasonably be expected to notify the agent within a reasonable time.

## Commission

### § 2499

(1) Unless the amount of the commission agreement, a dealer is entitled to a commission of appropriate practices in place of activity for the type of goods or services being traded, unless such customary practice a commercial agent is entitled to a reasonable commission taking into account the relevant circumstances of the negotiations carried out.

(2) If the basis for determining the scope of responsibilities of the commission have been met by a third party to set off the base and the performance of the unrealized reasons on the part represented.

(3) Each part of the consideration, the amount of which varies with the number and value of deals, is considered a component of the commission.

### § 2500

It is understood that an agent's commission includes the costs associated with business representation. If it was agreed that these costs represented pay agent commissions in addition, there will be business representatives will be entitled to reimbursement if he becomes a right to a commission.

### § 2501

(1) A commercial agent is entitled to a commission for acts performed in the dealership, if the transaction was concluded as a result of its activities or if the transaction was concluded with a third party whom the representative to carry out this business acquired before the effective date of the contract.

(2) The exclusive dealership sales representative has the right to commission also made a trade with a third person from the territory or group of persons who are not exclusive dealerships.

(3) ceases to dealership sales representative has the right to commission if the transaction was carried out mainly as a result of its activities within a reasonable time after termination of the dealership, or if made by a third party as provided in paragraph 1 or 2 on a commercial representatives or represented by an order from extinction dealership.

### § 2502



The right to a commission pursuant to § 2501, paragraph 1 and 2, the agent does not arise if the right to a commission pursuant to § 2501, paragraph 3 of the previous commercial agent, unless the circumstances fair commission split between the two sales representatives.

#### § 2503

If it was agreed that the agent represented only procure for the opportunity to close the sale with certain content, there is the right agent to the commission in obtaining this opportunity.

#### § 2504

(1) Unless agreed that the agent represented only procure for the opportunity to close the sale with certain content, there is a right to the agent a commission when the obligation represented fulfilled or was obliged to fulfill the obligation under a contract with a third party or where a third person has fulfilled the obligation of such contracts.

(2) The right to commission arises at the latest when the third party has fulfilled its part of the obligation or the obligation to fulfill it, if fulfilled its part represented. However, if the third party to fulfill its obligations after expiry of more than six months after the conclusion of the transaction, the agent creates a right to remuneration closing trade.

#### § 2505

The commission is payable by the last day of the month following the quarter in which it was established law.

#### § 2506

(1) Representation before the sales representative statement of the commission due by the last day of the month following the quarter in which the commission has become due. In a statement identifying the main relevant data for calculating commissions.

(2) The agent has the right to be represented all the information made available, but at least the data from the accounting records or similar, it holds which are needed to verify the amount of commission.

#### § 2507

It is clear that trade between the represented and the third party is not satisfied, do not enjoy the right to a commission, this does not apply to meet the business reasons on the part represented.

#### § 2508

The right to remuneration and agreed to pay the costs of sales representative does not, if it was active in the conclusion of trade for both parties as an agent or broker.

#### § 2509

##### Duration dealership

(1) If agreed, the period for which the dealership up and if it does not follow nor the purpose of the contract, the dealership has been agreed for an indefinite period.

(2) If the dealership agreed to the temporary and subject to the parties to the contract beyond the agreed time, starting at the dealership, as would be agreed for an indefinite period.

##### Termination dealership

#### § 2510

(1) If the dealership agreed to an indefinite period and may be terminated. The notice period for the first year of the dealership one month for the second year and two months for the third year and beyond three months, arrangements for shorter notice period shall be disregarded. Ujednají if the longer notice period, should the time, which is represented bound, shorter than the time to be observed by a sales representative.

(2) The notice period ends on the last day of the calendar month.

#### § 2511

The provisions of § 2510 applies to the dealership, who, pursuant to § 2509 looks as if it were agreed for an indefinite period, the notice period will be calculated taking into account the duration of the dealership prior to his conversion to an indefinite period.

#### § 2512

(1) It was agreed to exclusive dealerships, each party has the right to terminate the dealership, did not reach the volume of transactions in the last twelve months, the volume specified in the contract, except where the volume of trading arrangements, decides volume proportionate to marketing outlets.

(2) The provisions of § 2510 and 2511 shall apply mutatis mutandis.

#### § 2513

(1) It was agreed to exclusive dealerships and when used represented another sales representative, sales representative concerned may terminate the dealership without notice.

(2) It was agreed to exclusive dealerships and in case the agent the same activity, which is bound to the represented, and for other persons represented may terminate the dealership without notice.

#### A special reward

#### § 2514

(1) termination of the dealership, a dealer is entitled to special compensation if

- a) represented new customers acquired or developed a significant business with existing customers and has been represented in these transactions and substantial benefits
- b) the payment of special remuneration, having regard to all circumstances of the case fairly when they are taken into account all the circumstances, in particular the commission which the commercial agent and loses arising from business transacted with such customers; such circumstances include any arrangement or competition clauses neujednání .

(2) Subject to the conditions in paragraph 1, is not entitled to special pay or terminated without prejudice to death dealership sales representative.

## § 2515

The amount of special fees may not exceed an annual fee calculated from an annual average rewards gained a sales representative over the past five years. If it took the dealership less than five years, calculate the amount of the special rewards of the average remuneration for its entire duration, if it took less than a year may not exceed the total commissions for its entire duration.

## § 2516

The right to special remuneration shall lapse if not exercised within one year after termination of dealership.

## § 2517

The right to special compensation arises,

- a) represented by the closed dealership for such infringement sales representative, which entitled him to withdraw from the contract,
- b) If the closed dealership sales representative, unless the termination is due to reasons on the principal, or because of age, disability or illness of the agent and can not after commercial representatives reasonably require to continue their action, or
- c) If the transfer agent of the rights and obligations under the dealership agreement is represented by a third party.

## § 2518

### Restraint of trade clause

(1) The parties may negotiate the commercial agent after termination of the dealership not in a defined area or to the designated group of people in this territory to carry on their own or someone else's account activity, which should be competitive in relation to the nature of the business represented, especially the activity when he performed for the dealership represented. Restraint of trade clause that contradicts it, or who is an arrangement for more than two years after termination of representation, is invalid.

(2) reduces the competition clause of the agent more than the required level of protection required by the principal, the court may restrict competition clause.

#### § 2519

##### Prohibited arrangements

(1) are prohibited agreements derogating from § 2489, 2495, § 2496, paragraph 1, § 2497, or the 2498th

(2) The agreement, which depart from the 2504 § 2, § 2505, 2506, 2507, 2514, 2515, 2516 or 2517 to the detriment of the agent, shall be disregarded.

#### § 2520

(1) The agency shall not apply if it is agreed that the agent is not remunerated for their activities.

(2) The agency shall not apply to obligations of people working on a regulated market, MTF or under another Commodity Exchange Act and the obligations of stock exchange brokers under another law.

### Section 6

#### Trip

##### Basic Provisions

#### § 2521

Treaty on the tour organizer for the customer agrees to obtain a pre-prepared set of tourist services (tours) and the customer agrees to pay the total price.

#### § 2522

(1) applies, the trip is a set of tourist services, if held for more than twenty-four hours or includes overnight accommodation and if it contains at least two of the following transactions:

- a) accommodation;
- b) transportation,
- c) other tourist services not ancillary to transport or accommodation and form a significant proportion of the services offered.

(2) Charged to the organizer of each of the lots within the same trip separately, it does not relieve it of obligations under this part.

#### § 2523

(1) The organizers shall be one who offers public tours or group of persons on a commercial basis, even through a third party.

(2) Who mediates or arranges for individual tourism services is considered to be the organizer, cause if under special circumstances, the idea of third parties that provide services of tourism as a trip on his own responsibility.

#### § 2524

The organizer shall notify the customer as appropriate before entering into the contract details on passport and visa requirements, time limits for processing and inform him as well, what health papers for travel and accommodation required.

#### Confirmation of the trip

#### § 2525

(1) The organizer will issue the customer with a contract or immediately after the conclusion of the contract document (certificate of trip). Confirmation of the trip must be in writing.

(2) Where a contract is drawn up in written form, replacing its copy confirming the trip, if it contains all the particulars required for confirmation.

(3) If the contract and confirmation of travel information that is different, the customer can rely on what is convenient for him.

#### § 2526

Along with the confirmation of the tour organizer will issue a document to the customer about their coverage under other legislation issued by the insurer.

#### § 2527

(1) The organizer of the certificate of state trip

- a) designation of the contracting parties
- b) the definition of travel time, indicating at least the opening and closing of all tourism services included in the tour price and the location of their provision and their duration,
- c) an indication of the holiday price including the schedule of payments and the advance, as well as the fees are not included in the aggregate price
- d) an indication of how the customer to exercise its right of any failure of the organizers including information about the period in which they can exercise their right, and
- e) the amount of compensation that the customer pays the organizer, in the cases specified in § 2536th

(2) The organizer of the trip further confirmation of the state, includes a tour

- a) other services whose price is not included in the price, an indication of the number and amount of payments for these services,
- b) accommodation, information on location, tourist category, degree of amenities, main characteristics and compliance with the laws of the State
- c) transportation, an indication of the nature, characteristics and categories of transport, as well as information on itinerary, and
- d) diet, an indication of its method and scope.

(3) If the organizer gave the customer a catalog that contains all the information provided on the definition of travel pursuant to paragraph 1. b), the organizer of the confirmation of the tour only to refer to the number or other designation of the trip in the catalog.

#### § 2528

(1) makes the realization of the tour reached a certain number of customers, indicating that the organizer of the tour confirmation and explicitly state the time limit within which they must notify the customer by canceling a tour because the specified number of customers has been achieved.

(2) If there are reasons to determine the conditions that must meet the tour participant, enter in the confirmation of the organizer of the trip, on what conditions it is, and if necessary, the state and the period within which the customer can announce that the tour attend in his stead another person.

#### § 2529

(1) The organizer shall deliver to the customer in an appropriate manner at least seven days prior to departure for more detailed and important consumer information on all facts known to him, if not already included in the contract or confirmation of tour or in the catalog, which gave the customer.

(2) In particular, the organizer shall

- a) specification of the data provided in § 2527, paragraph 2,
- b) participate in the tour to an unaccompanied minor person who cares about him, details of opportunities to connect with minors or with a representative of the organizer at the residence of a minor
- c) details of the person to whom it is possible during the trip in reverse difficulty asking for help, especially name, address and telephone number of the organizer's local representative and the address and telephone number of the embassy.

(3) If required by the circumstances, the organizers give the customer the same time a ticket voucher for accommodation or meals, the documents necessary for the provision of optional excursions, or other document which is necessary for making the trip.

(4) If the contract is concluded in less than seven days prior to departure, pořadatel fulfill obligations under paragraphs 1 and 3, the conclusion of the contract.

#### § 2530

##### Price Change tour

(1) The organizer may increase the price of the tour of the grounds set out in paragraph 2, if it is stipulated in the contract together with well-designed method of calculating the price increase.

(2) the organizer of the trip price increase will increase if the twenty-first day before the agreed start time of trip

- a) the price of transport, including fuel prices,
- b) payments related to transportation such as airport, port or other charges included in the price or
- c) Czech crown exchange rate used to determine the cost of travel by more than 10%.



(3) If the organizer sends the notice of price increase customer later than the twenty-first day prior to departure, the price increase has legal effect.

#### § 2531

##### Modification of the contract

(1) It makes the appearances pořadatele trip to change the terms, propose a change to the customer contract. To be a result of amendments to the contract price and the trip changed, indicating the Organiser of the new design and price.

(2) If the customer does not agree to any amendment to have the right to withdraw from the contract, the organizers can determine the appropriate withdrawal period of not less than five days and must end prior to departure. If the customer does not withdraw from the contract within the specified period, it shall apply to any amendment to that agreement.

#### § 2532

##### Assignment

(1) Meets the conditions of third party participation in the trip, it can refer the customer contract.

(2) Change in the person of the customer is effective against the organizer shall send the assignor had notice of the time the assignee, together with a statement that agrees with the contract and to fulfill the conditions of the tour. The notification shall be timely if received at least seven days prior to departure, you can negotiate a shorter period if the contract is concluded in less than seven days prior to departure.

(3) the assignor and the assignee are jointly and severally bound to pay the cost of the holiday and to cover costs, which the organizers for changing the customer arise.

##### Withdrawal from the contract

#### § 2533

Customers can prior to departure to cancel the contract whenever the organizer but only if the trip was canceled, or if the customer violates his duty.

#### § 2534

(1) Resigned from the customer if the contract pursuant to § 2531, paragraph 2, or canceled if the tour operators for reasons other than for breach by the customer, offering the customer a replacement pořadatel trip at least broadly consistent with what was originally agreed when the pořadatelových possibilities of such a trip has to offer.

(2) agree to the replacement of the tour organizer has the right to raise the price, although higher quality alternative tour. If a replacement tour of inferior quality, the organizer pays the difference in price to the customer without undue delay.

#### § 2535

(1) If the organizer cancels the trip within less than twenty days prior to its commencement, the customer shall pay a penalty of 10% of tour price. The customer's right to compensation shall remain unaffected.

(2) The organizer shall be relieved of obligations under paragraph 1 demonstrates that the tour was canceled in accordance with § 2528, paragraph 1, or due to force majeure.

#### § 2536

(1) withdraws from the contract if the customer for any reason other than breach organizer pořadatelí pay severance pay under § 2527, paragraph 1, point. e). The same customer severance pay, withdraw from the contract if the organizer for infringement customer.

(2) If the customer withdraws from the contract because the organizer had breached its duty, the customer has the obligation to pay severance pay. This applies even if the customer has not provided a replacement trip.

#### Defects trip

#### § 2537

(1) If it does not trip the characteristics which make sure the organizer client or customer in relation to your usage and reasonably expected, the organizer shall make good, if not require excessive costs.

(2) If the organizer fails or remedy within a reasonable period to be determined by his customer, the customer may rectify itself and the organizer to pay the costs reasonably incurred. Determine the

period to remedy is not necessary if the organizer refused to remedy or regularize when required immediate rectification of the particular interests of the client.

#### § 2538

If there are significant defects after the departure of the trip and the absence organizer measures that could go on tour, or if the customer refuses such action with due cause, the organizer shall bear the cost of transport to the customer's point of departure or to another named place.

#### § 2539

(1) If you can not ensure the continuation of the trip other than through tourism service quality is lower than that specified in the Contract, returns pořadatel customer the difference in price.

(2) ensure the continuation of the tour organizer with higher costs, those costs are going to the expense.

#### § 2540

If the fault and criticizing the trip to the customer without undue delay, the customer is entitled to a discount on the price of a reasonable scope and duration of the defect. If the customer has not complained that the defect without undue delay the trip by own fault, the court has the right to not award a discount from the price, if pořadatel will say that the customer has not exercised its right or within one month after the end of the trip even with him, nor the person who brokered the contract.

#### § 2541

##### Help in Trouble

If he becomes a customer after the start of the tour in difficulty, the organizer shall provide it with assistance.

#### Damages

#### § 2542

The organizer is responsible to the customer's obligations under the contract on the trip regardless of whether the individual tour provides travel services of another person.

#### § 2543

(1) When an infringement for which it is responsible, the customer will replace the organizer as well as damage to property as well as disruption of injury leave, especially if the trip was thwarted or substantially reduced.

(2) If the customer withdraws from the contract or claim the right trip from defects not prejudice his right to compensation under paragraph 1

#### § 2544

If allowed by international agreement binding the Czech Republic, limiting the amount of damages for breach of contract on the tour organizer will cover the damage only to the extent of restriction, if the Agreements in the contract. This does not apply if the damage was caused intentionally or through gross negligence.

#### Foreign school stay

#### § 2545

If the subject of student trip stay with a host family in another state associated with regular visits to the school named at least three months to ensure a co-organizer of the student suitable accommodation in host family, as well as supervision and care for him under normal conditions in country of residence of the school. At the same time the student will create preconditions in order to attend school regularly.

#### § 2546

(1) The organizer has the right to severance pay if the customer withdraws from the contract before the start of the school of residence because he did not communicate pořadatel or two weeks in advance

- a) name and address of the host in which the student will be accommodated upon arrival, and
- b) the name and address of authorized person (coordinator) school in the country of residence for which assistance may be required, and an indication of the ability to connect with her.

(2) The organizer has the right to compensation if the customer has resigned from the contract because the organizer of the student's residence did not prepare properly.

#### § 2547

(1) The customer has the right to withdraw from the contract during the school residence; pořadatel belongs agreed upon fee minus the cost savings. The organizer shall take the measures necessary to transport the pupil back, the customer will pay the organizers of the increased costs associated with it.

(2) The right of performance under paragraph 1 pořadatel does not have resigned if the customer for breach of contract pořadatelovy duties.

#### Common provisions

#### § 2548

Hired under this part is a set of services provided by tourism entrepreneurs for further business or a set of tourism services, and whose offer is the provision of business.

#### § 2549

Arrangements in the contract that derogate from the provisions of this part to the detriment of the customer, are invalid.

### Part 7

#### Liabilities for contracts of carriage

#### Section 1

#### Transport of people and things

Subsection 1

Transportation of persons

§ 2550

Basic Provisions

Contract for the carriage of a passenger carrier undertakes to transport to the destination and the passenger agrees to pay the fare.

§ 2551

The carrier is in transit care of the safety and comfort of the passenger. Details shall be shipping orders.

§ 2552

(1) If the passenger has luggage, the carrier is transported either together with him and under his supervision, or separately.

(2) If the baggage is transported separately, the carrier shall ensure that a shipment to the destination less than at the same time as the passenger.

§ 2553

(1) If it is a regular passenger, provide transportation schedules, what rights the passenger against the carrier, if transportation was not made on time.

(2) The irregular carriage of passengers the carrier shall indemnify the loss suffered by a passenger that the shipment was not made on time, scope and conditions of refund, shipping orders.

(3) The rights referred to in paragraphs 1 and 2 shall be applied to passenger carrier without undue delay. Unless such right is exercised within six months, the court shall admit it, if the carrier will say that the law was not applied in time.

§ 2554

(1) If a passenger for transportation of bodily harm or damage to baggage transported with it or if there is damage to the thing at the passenger side, replacing it with the carrier pursuant to the provisions on damages caused by the operation of vehicles.

(2) damage to luggage transported separately from the passenger carrier will replace the provisions on compensation for damage in transit case.

## Subsection 2

### Transportation of things

#### § 2555

##### Basic Provisions

(1) a contract of carriage with the carrier, shipper agrees to carry a thing as a consignment from the point of departure to the destination and the sender agrees to pay the freight carrier.

(2) If the sender does not request the carrier to accept the shipment at the agreed time and unless agreed within six months of the contract, the rights and obligations under the contract expire.

#### § 2556

The sender confirms the carrier's request to order the carriage. The carrier confirms the sender's request to accept the shipment. Require confirmation in writing.

#### § 2557

(1) The consignor shall provide the correct data carrier on the content of the consignment and its nature.

(2) If a design requires a special transport document, submit it to the carrier by the consignor at the handover of goods to the carrier.

#### § 2558

The carrier will transport to the destination with professional care in the agreed time, and if no agreement, without undue delay. It is understood that the period commences on the day following receipt by the carrier.

#### § 2559

#### Interruption of transportation

He made even if the carrier shipment recipient, a sender can order that the transport is interrupted and the consignment was loaded under his command, but replace the carrier reasonably incurred costs associated with it.

#### § 2560

(1) If the carrier knows the consignee, the consignment delivered to him. If However, the beneficiaries under the contract shipment at the destination to pick up, he shall notify the carrier transport and just end it at the request shipment issues.

(2) If the contract commits the carrier to release the shipment from the consignee an amount held or other collection action, shall apply mutatis mutandis to a documentary collection.

#### § 2561

Consignee specified in the contract rights under the contract shall, if requested release after reception of the consignment to its destination, or after the expiry date of the consignment to the destination should be. By the time passes to the recipient the right to compensation for damage to shipment.

#### § 2562

The adoption of shipment, the beneficiary becomes the guarantor for the sender claims the carrier under the contract for the carriage of mail taken. Liability relieve the recipient, if he proves that he did not know about these claims and did not even have to know.

#### § 2563



The carrier shall not issue the consignee, if it would conflict with the sender's order under § 2559th In this case, the right to dispose of the consignment continue to sender. If the sender determines the carrier another person as the beneficiary, that person acquires the rights from the contract in the same manner as the original recipient.

#### Fares

#### § 2564

- (1) Freight shall be payable without undue delay after the carriage to their destination.
- (2) If the amount of freight arrangements, freight carriers belong to the usual time of conclusion of contract with regard to the content of the obligation.

#### § 2565

If the carrier is unable to complete the transport of the reasons for which a response, it has the proportion of freight transport taking into account the already carried out.

#### Damages

#### § 2566

(1) carrier for damages caused to the consignment at the time of receipt of goods by the carrier to release the consignment the consignee. This does not apply where it is demonstrated that the damage could not prevent by the exercise of professional care.

- (2) Obligations to pay compensation to relieve the carrier, if he proves that the damage caused
- a) the consignor, consignee or owner of the consignment or
  - b) the defect or inherent nature of the shipment, including the normal decline.

(3) If damage is caused by defective packaging of the consignment, the carrier's obligation to pay compensation shall release proves that the sender of a defect over the goods pointed out, has been issued or freight bill of lading, it must be marked defect obalu. If the carrier does not alert to faulty packaging, waive the obligation to pay damages proof that the defect could not know when accepting shipments.

(4) An agreement limiting the obligation of the carrier pursuant to paragraphs 1 to 3 shall be disregarded.

#### § 2567

(1) In case of loss or destruction of the consignment, the carrier price the item at the time when it took over.

(2) In case of damage or destruction of the consignment, the carrier difference between the price which the goods at the time of its receipt by the carrier, and the price at this time the shipment is damaged or deteriorated.

#### § 2568

(1) If there is damage to the consignment, the carrier shall report to the sender of the damage. If, however, came right at the time of delivery to the recipient, the recipient shall submit a report to the carrier.

(2) If the carrier does not submit a report on the damage without delay, replace the sender, recipient or damage caused thereby.

#### § 2569

If the right to compensation for the carrier exercised within six months of receipt of the consignment, or if the shipment was not readmitted within six months from the date should have been delivered, the court admits he will say if the carrier that the law was applied late .

#### § 2570

##### Self-help sale

Shipment carrier may sell the account of the sender when the immediate threat of substantial damage to a shipment, if no time to ask for instructions from the consignor or the consignor lingers with them.

#### § 2571

(1) The carrier has the consignment until it can handle, the lien to secure debts arising from the contract.

(2) Really if the consignment number of liens, the carrier's lien priority over the liens earlier established carrier and a lien has priority over a lien Forwarder.

### Subsection 3

#### Bill of lading

#### § 2572

(1) Confirmation of receipt can be replaced náložným consignment note. Bill of lading is a security with which the right to require the carrier to release the consignment in accordance with a bill of lading, it can give a name, to order or bearer.

(2) bill of lading contains at least

- a) the name of the carrier and its permanent address,
- b) the sender's name and permanent address,
- c) the description, quantity, weight or volume of transported goods,
- d) the form of bill of lading, if issued in the name or to order, and the designation of the person in whose name or series has been issued
- e) the destination and
- f) the place and date of the bill of lading and dopravcův signature.

(3) Unless the bill of lading the name of the person in whose series is issued, shall be considered to have been issued to the order of the sender.

#### § 2573

When issuing the bill of lading in the carrier counterparts indicate on each copy of their number.

#### § 2574

The carrier shall deliver to the sender for lost or destroyed, a new bill of lading showing that it is a substitute bill of lading. The consignor shall indemnify the carrier damage occurs to him, misuse of the original bill of lading.

#### § 2575

After issuing the bill of lading has the right to discontinue the carriage of only entity authorized in the bill of lading. It was granted more copies of bill of lading requires the submission of all duplicates.

#### § 2576

After issuing the bill of lading has the right to release the consignment to a person authorized by the bill of lading.

#### § 2577

(1) against the holder bill of lading, the carrier may apply only objections arising from the contents of the bill of lading or their rights against the holder.

(2) against the holder bill of lading the carrier may invoke the arrangements contained in the contract signed by the sender, if those arrangements contained in the consignment note, or refers the bill of lading to them explicitly.

#### Subsection 4

#### Common provisions for the carriage of persons and things

#### § 2578

A more detailed treatment of carriage of persons and goods provides another piece of legislation, especially legislation establishing transportation orders, unless the directly applicable regulation of the European Communities.

#### § 2579

It connects to the carriage to several carriers, transportation schedules can determine which of the carriers, and under what conditions is responsible for transportation.

#### § 2580

(1) Cutting orders shipping carrier obligation to compensate for injury, to disregard it.

(2) The obligation of carriers operating public transport to compensate for damage or other loss can reduce shipping orders only in particularly justified cases, where the need for such restrictions for national transport essentially derived from the principles applicable to international transport.

(3) Any restrictions on the carrier's obligation to compensate for damage in shipping orders do not apply to cases of damage caused intentionally or through gross negligence.

#### § 2581

(1) If a person authorized to pick up baggage or shipment is late in picking up things for more than six months, the carrier is a matter on behalf of that person to sell. If it is a matter of greater value and if the carrier knows the address of that person, notify him in advance of the intended sale and provide it with additional reasonable time to pick up things.

(2) Shipping schedules may establish in justified cases for luggage and pick up some items for a shorter period of recovery, especially in the case of the dangerous nature of things or things that are perishable.

### Section 2

#### Operation of vehicle

#### § 2582

Treaty on the operation of the vehicle to transport cargo provozce committed to customer designated for this purpose and execute at least one predetermined path, or at an agreed time to do more trips, as determined by the customer and the customer agrees to pay provozci reward.

#### § 2583

(1) ensure Provozce capacity means of transport for the conventional way, its applicability for the agreed transport and provides the means of transport competent crew and fuel and other necessary things.

(2) If the vehicle is eligible under paragraph 1, replace provozce client harm resulting from that, unless he proves that incompetence could not maintain the necessary care to predict.

#### § 2584

The right to demand the agreed vehicle traffic may move customer to another person.

#### § 2585

It takes the provozce cargo shall be used for determining the rights and obligations of the parties reasonable rules governing the transport contract, if the nature of the service contract vehicle permits.

### Part 8

#### Work

#### Section 1

#### General Provisions

#### § 2586

#### Basic Provisions

(1) service contract, the Contractor agrees to perform at their own expense and risk of work for the client and the client agrees to work and pay the price.

(2) Price of the work is an arrangement sure enough, if the agreed method of determining at least, or if it is determined at least an estimate. If the parties will enter into a contract without specifying a price for the work, pay for the agreed price paid for the same or comparable work at the time of closing, and under similar terms.

## § 2587

Work means making certain things does not fall under the purchase agreement, as well as maintenance, repair or modification of matter, or any other activity with the result. Always a work means the construction, maintenance, repair or modification of buildings or parts thereof.

## § 2588

(1) Does the performance of the work in special personal skills of the contractor, terminated its commitment to losing eligibility, or death. This does not apply if it can successfully perform the work, who took over the activities of the contractor as its legal successor.

(2) Death of client commitment in itself does not interfere, unless the fulfillment of the obligations becomes impossible or unnecessary. This applies even if the client's death extinguishment of debt.

## Method of execution of the work

### § 2589

The contractor will work either in person or have them carried out under his personal leadership. This does not apply, unless the execution of the work tied to the personal property of the contractor or if this is due to the nature of the work needed.

### § 2590

(1) The contractor will work with the necessary care at the agreed time and to get everything needed to perform the work.

(2) If the filling time arrangements, the contractor will work in a reasonable time of his nature. It is considered that the filling time arrangements in favor of the contractor.

### § 2591

If the work required to implement customer interaction, identify the contractor had adequate time to provide it. If the deadline expires in vain, the contractor has the right at its option, either arrange for

a replacement transaction on behalf of the client or, if pointed out to the customer to withdraw from the contract.

§ 2592

The Contractor shall proceed in the execution of the work separately. Statements regarding the way ordering execution of the work the contractor is bound only if it follows the practice, or if this was agreed.

§ 2593

Client has the right to control the execution of the work. If it finds that the contractor violates his obligation may require the contractor and perform remediation work properly. Failure to do so or contractor within a reasonable time, the customer can withdraw from the contract, led to the contractor's procedure undoubtedly a substantial breach of contract.

§ 2594

(1) The contractor shall notify the customer without undue delay on the nature of the inappropriate things to it the customer to perform the work forward, or command that the client gave him. This does not apply if the unsuitability could not detect either by exercising the necessary care.

(2) Inhibit the inappropriate thing or command in the proper execution of the work, the contractor is interrupted to the extent necessary to exchange things or change the order, if the customer insists on the execution of the work using the supplied case or by the order, the contractor has the right to require so did the customer in writing.

(3) The period prescribed for completion of work shall be extended for a period of disruption caused. The Contractor shall be entitled to reimbursement of costs associated with the interruption of the work or using inappropriate things until their unsuitability could be detected.

(4) Preserves to the contractor in accordance with paragraphs 1 and 2, the client does not work right out of defects caused by the inappropriate things or command.

§ 2595



It takes the customer to perform work pursuant to apparently improper command or using inappropriate things apparently after notice the contractor, the contractor can withdraw from the contract.

#### Things to carry out works

##### § 2596

If the manufacturer must affix the thing prepared for execution of the work, the parties to this matter, where it became part of the work, the position of the seller. It is understood that the purchase price of things is included in the work.

##### § 2597

(1) If the customer get the case to the execution of the work, the Contractor shall be within the agreed time, otherwise without undue delay after the conclusion of the contract. It is understood that the price of works on this subject does not reduce the price.

(2) If the customer does not provide timely matter and fails to do so or to call in additional contractors reasonable time to provide the Contractor may refer the matter to the customer's account. Cost of the item and the costs reasonably incurred in its measure ordering the contractor to pay without undue delay after the payment by the contractor requests.

##### § 2598

(1) The customer bears the risk of damage to property, which provided for the implementation of the work, until it takes ownership of things.

(2) The Contractor is responsible for the matter received from the customer as a storekeeper. The present work carried out by the customer bill and return it to him everything that's not processed things.

#### Ownership of the works

##### § 2599

(1) If the subject matter of the work specified individually, comes to her ownership of the customer. This does not apply in the event that the contractor worked on the thing the customer at a location other than the client or on his land or on land that provided the client or the value of work equal to or greater than the Client, processed things, then take ownership of the work the contractor .

(2) If the subject matter of the work specified by type, acquires title to the contractor. This does not apply if the contractor made the thing for the customer, on his land or on land that provided the customer, then takes ownership of the customer.

#### § 2600

If the Contractor has acquired title to the processing of the case and to frustrate the work of the reasons for which contractor does not respond, the customer has no right to compensation for the thing that gave the contractor for processing. Right out of unjust enrichment is not affected.

#### § 2601

If the Contractor has acquired title to the processing of the case and to frustrate the work of the reasons for which contractor is responsible, the customer will provide a cash payment for the processed matter, or he will return the same kind of thing.

#### § 2602

(1) If the client gained the ownership of processing things and frustrate the work of the reason for which the contractor is responsible, the customer may request either of the asset resulting from the processing, or this thing and refuse to claim their goods used for processing.

(2) Where the Contractor resulting from the processing of thing is not prejudice his right of unjust enrichment. If the client refuses matter resulting from the processing have a claim against the Contractor entitled to financial compensation for their processed matter, or for referral back to the same species.

#### § 2603

Acquired the ownership of things frustrate the customer and if the work is due for which the contractor does not respond, the client may require only a release from the working of things, but the contractor will replace the price of his stuff used for processing.

#### Performing works

##### § 2604

The work is done, when completed and delivered.

##### § 2605

(1) The work is completed, if demonstrated its ability to serve its purpose. The customer assumes the finished work with reservations or without reservations.

(2) If the customer assumes the work of an unqualified right of the court admits the obvious defects of the work, the contractor will say that the law was not applied in time.

##### § 2606

If done gradually and can work to distinguish the different stages can be given and taken in parts.

##### § 2607

(1) In order to complete the works shown ujednaných performing tests, it is execution of the work of completed successful performance testing. The contractor participation in ordering early invite, attend to the client and does not test if the nature of things, this does not prevent their implementation.

(2) The test result is recorded in the minutes, unless the client is present, confirm the entry instead reliable, professionally competent and impartial person who took the test. Not contrary to the nature of this commitment, the Contractor shall at his request, ordering the registration of transfer.

##### § 2608

(1) If the subject matter of the work, subject to referral to the similar provisions of the purchase contract.

(2) By taking the customer takes ownership of things and pass on the risk of damage to things that happened to do so earlier.

#### § 2609

##### Self-help sale

(1) If the subject matter of the work, the contractor on behalf of her client's appropriate to sell, if not taken thing the customer without undue delay after the work should be completed, if it was completed later, then without undue delay after notification of completion works. If this does not prevent the nature of the case, the contractor shall notify the customer of the intended sale and set a time limit replacement to take over things, but not less than one month.

(2) If no answer is not known or readily accessible client for work for more than six months, or an obstacle to the nature of things, do not report the matter to the customer after a reasonable period of its nature, the contractor on behalf of a thing to sell without notice.

#### Price per piece

#### § 2610

(1) The right to pay the price for the work there is performing the work.

(2) If the acceptance of work in parts, be entitled to payment of the price for each part in its implementation.

#### § 2611

If done in parts or work at a significant cost and neujednaly If the advance payment may require the contractor during the execution of works adequate remuneration taking into account the cost.

#### § 2612

(1) If the contractor after the contract that the price will be determined by appraisal substantially exceeded, it shall notify the customer without undue delay by a reasoned determination of the new

price; fails if without undue delay after having realized the need to increase prices, or had to find and could not be entitled to payment of the price difference.

(2) The customer may cancel the contract, the relative price of the originally intended to pay the contractor, if the partial fulfillment of the contractor's favor. If the customer does not withdraw from the contract without undue delay after notification to the higher price, the price increase is agreed.

#### § 2613

Frustrate the customer due to performance of work under the responsibility belongs to the contractor for the work minus the price of what the contractor failure to carry out the work saved.

#### § 2614

Agreement between the parties after the contract to limit the scope of the work and neujednají the implications for the price, the customer will pay the price adjusted to take into account the difference in the range of necessary activities and meaningful costs associated with implementation of the changed work.

#### Defects of the work

#### § 2615

(1) The work has a defect, if not agreement.

(2) The rights of the customer's defective performance shall apply mutatis mutandis the provisions of the purchase contract. The customer is not entitled to ask for replacement work, the subject matter of the works due to its nature can not go forward or contractor.

#### § 2616

If under Czech law, or under the laws of the State where the article is the work used, due to the use of the work subject to threat or infringement of third party industrial or other intellectual property, is bound to the Contractor, subject to the contractor at the time the contract knew or had to know. On the legal defects of the work shall apply mutatis mutandis subject to legal defects of purchase.

## § 2617

If the work at the handover defect, it establishes the obligation of the contractor's defective performance, but changing to the risk of damage to the client later decides this transition period. After this time the customer right from defective performance, the defect caused the breach of the contractor.

## § 2618

The court shall grant to the customer right from defective performance if the customer did not report defects in the work without undue delay after he is discovered or should determine the proper attention, but not later than two years after the handover, and if the contractor will say that the law was applied late.

## § 2619

(1) gave the contractor for the quality assurance work, shall apply mutatis mutandis to the purchase contract.

(2) The warranty period for the work commences handover of the work.

## Section 2

Determine the price according to the budget

## § 2620

(1) If the price is subject of an agreement as a fixed amount or by reference to the budget, which is part of the contract or the customer was communicated by the contractor to contract, neither the client nor the contractor to request the change in price because they require work effort or other costs other than was expected.

(2) But if there is an extraordinary unforeseen circumstance which considerably complicates the completion of the work, the court may at its discretion, decide on a fair price increase for the work, or to cancel the contract and how the parties settled. This does not apply, took the risk of a party change in circumstances, or if it is a fact about which one of the parties in advance declared that happen.

## § 2621

(1) if the work was assigned according to the budget, the contractor can not require an increase in prices for the work, even if they have the scope or cost of labor resulting in cost overruns.

(2) If the budget guarantee the completeness, the contractor can not require works price increase for the work, however, if further work is needed to complete the work.

## § 2622

(1) However, if the price determined on the basis of the budget with the proviso that it does not warrant its completeness or subject that the budget is not binding, the contractor may request a price increase, however, if the budget for warrants, subject to the completeness of the implementation need to work activities not included in the budget if they were not foreseeable at the time of the agreement and, if subject to non-binding budget, what will inevitably outweigh the costs reasonably incurred by the contractor costs included in the budget. If the client disagrees with increasing the price determined by the price increase proposal on the contractor's court.

(2) Contractor terminates the right to determine the price increase in accordance with paragraph 1, if need notifies exceeded the budgeted amount and the amount of the required price increase without undue delay after the execution of the work shown in its inevitability.

(3) The customer may withdraw without delay from the contract requires the contractor to increase by more than 10% under budget. In this case the customer is obliged to compensate the contractor part of the price corresponding to the partial execution of the work scope and budget.

## Section 3

The construction works as an object

## § 2623

Unless specified otherwise, apply to the contract on the adjustment of real estate property and contract manufacturing, repair or modify the building provisions of the first section of this part.

## § 2624

## The risk of damage

Produces the structure of the customer to order, the contractor bears the risk of damage or destruction of buildings until its surrender, unless the damage occurred otherwise.

## § 2625

### The right to bill

If the price is determined with reference works on the actual scope of work and its value or the value of things and of other costs, at the request of the contractor will charge the customer the current process works, and yet costs.

## § 2626

### Monitoring the performance of work

(1) If the contract that the client checks the subject of the work at a certain stage of its implementation, the contractor shall invite the customer to control. If it will not invite or invite in time if it seems inappropriate at a time, allowing the customer pays an additional control and the associated costs.

(2) If the customer to check on which he was duly invited or to be held pursuant to a negotiated schedule, the contractor can continue the execution of the work. The customer has the right to make additional checks, however, the contractor will replace the associated costs, if he is prevented from participating in the control of a higher power and asked if an additional inspection without undue delay, otherwise goes to his detriment whatever additional control throws.

## § 2627

### Hidden obstacles

(1) If the contractor in carrying out the work hidden barriers to the place where the work to be done, make it impossible work as agreed, it shall notify the customer without undue delay and propose a change in his work. By agreeing to change its implementation of the work may be discontinued.

(2) Unless the parties to amend the contract within a reasonable time, any of them from the contract. The Contractor shall be entitled to the price as part of the work performed until an obstacle to having taken the necessary care to reveal.



§ 2628

Acquisition of buildings

The customer has the right to refuse to accept a unique construction for minor defects, which in themselves or in conjunction with other use of the building does not functionally or aesthetically, or its use substantially limited.

Construction defects

§ 2629

(1) The court shall not admit the right of the hidden defects that did not notify the customer without undue delay after being able to find adequate care, but no later than five years after taking over the building, rejoining the other party that the law was not applied in time. The same is true of a hidden defect in the design documentation and other similar transactions.

(2) The implementing legislation may establish in justified cases, shortening the period referred to in paragraph 1 for certain parts of the building for up to two years. Ujednají if the shortening of time to be taken into account when ordering the weaker party.

§ 2630

(1) If there was filled incorrectly, is due to what he said, the contractor is liable jointly and severally

- a) sub-contractors of the contractor, unless the company proves that the defect caused only a decision of the contractor or those who exercised supervision over the construction,
- b) who said construction documents, unless the company proves that the defect did not cause an error in construction documents, and
- c) who supervise the construction, unless it can show that the error did not cause failure of construction supervision.

(2) The Contractor shall be relieved from duty construction defects, if he proves that the defect caused by a mistake in construction documents supplied by a person whom the customer has chosen, or a failure of supervision of construction performed by a person whom the customer has chosen.

## Section 4

### Work with intangible results

#### § 2631

If the work consists in a result of activities other than making things or maintenance, repair or adjustment of things, the contractor shall proceed with these activities, as agreed with the professional care in order to achieve the result specified in the contract work.

#### § 2632

If the subject matter of substantive work, the contractor submits the result of their activities to the client. Work with the intangible result is considered as passed if it is completed and the contractor will use his client.

#### § 2633

The result of activity that is the subject of industrial or other intellectual property, the contractor can provide persons other than the client, if so agreed. If the contract does not contain an express prohibition of this provision, the contractor shall be entitled to it, unless the nature of the work against the interests of the client.

#### § 2634

If the subject of the work result of the activity that is protected by industrial or other intellectual property, it is considered that it provided the contractor for the purpose of ordering arising from the contract.

#### § 2635

The provisions of this section shall apply mutatis mutandis to the outcome of actions made under the provision of public commitment (competitive work).

Part 9

Health Care

§ 2636

Basic Provisions

(1) of the health care provider against the Client agrees to take care in their profession or subject matter of the health of the treated, whether by him or a third party payer.

(2) The Client will pay the provider fee, if agreed, this shall not apply if the other legislation that covered health care solely from other sources.

§ 2637

Health care includes operation, inspection or advice and all other services that relate directly treated and are desiring to improve or maintain their health. Health care is not just an activity consisting in the sale or other transfer of drugs.

Lessons

§ 2638

(1) Service clearly explain the proposed testing the treated and the proposed health care, after proper examination of the treated provider explains his state of health and health care and the next steps. Asking about the treatment, the provider shall submit his explanation in writing.

(2) If the treated fully enjoys the full rights but still capable of judgment, in a manner appropriate to instruct his ability to understand the explanation, the explanation shall be submitted as its legal representative.

§ 2639

(1) The explanation is made properly it can be reasonably expected to understand that treating your medical condition, manner, purpose and need for health care, including the expected effects and possible danger to your health, and whether it comes into consideration any other way of health care.

(2) When the provider to be aware that in the treated evoked the idea that health care reaches a certain result, even though he knows or should know that the result may not be achieved, it shall also explain that the treated.

#### § 2640

(1) jeopardized if this would obviously serious health condition and treated, it may be an explanation given in full later, when there is no need to fear danger. It is considered that the provider does not have this right, if he does not confirm zjevnost seriousness of the danger and the other person providing health care in the field.

(2) If the explanation is denied, and where the interest of the treated, give an explanation of any other person responsible for the treated, unless another law provides otherwise.

#### § 2641

If the treated gave a clear signal that he wants an explanation, shall be granted unless the danger which threatens it from the treated or other person apparently exceeds its interest.

### The rights and obligations of the parties

#### § 2642

(1) For each operation in the health care requires the consent of the treated, unless the law provides that consent is not required. If the treated refuses to consent to confirm the providers at its request in writing.

(2) If so requested by the provider or nursing, it confirms the other party in writing of what consent was granted.

#### § 2643

(1) Service under the contract shall proceed with due diligence expert, even in accordance with the rules in their field.

(2) Treat providers communicate to the best of the necessary information and provide it with necessary assistance in accordance with reasonable expectations to meet the obligations under the contract.

§ 2644

Provider will not allow any other person regarding the health care and patient, unless he gave the consent. This does not apply, if required the presence of another person in order to determine how to meet the requirements of professional care.

§ 2645

The provider is responsible for ensuring that it fulfills its duties with due care specialist; the arrangements which exclude or limit it not be considered.

§ 2646

(1) Where the health care in a medical facility in social service or similar device that party does not operate, or the treated must be timely communicated to the Client, who is the provider and the operator is not a party.

(2) If the provider can not be determined, it is considered as the operator of a facility where health care was provided, this applies even if the operator of the treated or the Client without delay disclose who the provider. The opposite arrangement is disregarded.

Records of health care

§ 2647

(1) The provider shall keep records of health care, which must be clear information on the health of the treated and the activities of providers, including documents certifying the correctness of this information to the extent necessary to provide proper health care. Provider retain records for as long as it requires specialist care needs.

(2) The records of the provider's sole discretion and attach documents and statements that he gave or treatment or the principal.

(3) The provider always record notes, who viewed them.

§ 2648

(1) If so requested by the treatment, give him the provider without undue delay to consult the records maintained by the leads, and allow him to make extracts from them, transcripts or copies of, or against him, he shall pay reasonable compensation from them extract copy or a copy.

(2) If the records contain the details of any third party, you can not make it without her consent.

§ 2649

(1) Unless the law otherwise, can not be made available to the other person without the express consent of the treated, perhaps it was the principal or agent treated.

(2) Awarded to the treated consent or refuse to grant it, enter it in the records by the provider on treatment leads.

§ 2650

(1) Without the consent of the treated provider may disclose information about it in anonymised form for purposes of scientific or statistical studies concerning the health status of population groups and it can be reasonably assumed that consent can not get at all or on time and

a) if done with such a security investigation that there is a disproportionate interference with the privacy of the treated or

b) notify the provider of data to exclude the subsequent discovery of a man whom they relate.

(2) The right under paragraph 1 of the ISP is not, unless an investigation is carried out in the public interest, if the investigation can be done without information about a particular treatment or to express disapproval of the treated specifically to the disclosure of information about yourself.

§ 2651

Processes which are not principal, may refuse health care, and his refusal to cancel the commitment.

Part 10

Control activities

§ 2652

Basic Provisions

(1) of the control activity, the Controller agrees impartially determine the state of certain things or to verify the result of certain actions and to issue certificates of inspection and the customer agrees to pay him a reward.

(2) The agreement, which requires the controller, which could affect the impartiality of the inspection or the accuracy of the inspection certificate shall be disregarded.

§ 2653

The inspector will check with the professional care provided by way of control, time, place and extent of control, even with regard to the condition in which the control object found at the time of implementation. The observed state describes the inspection certificate.

§ 2654

The inspector will check the extent and manner customary for similar checks. It is understood that the control should be implemented without undue delay at the point where the control object is located. The customer shall notify the controller in time where the inspection is carried out.

§ 2655

Client will provide the synergies necessary controller to conduct the inspection, in particular by allowing the necessary access to the subject of control.

§ 2656

(1) The right to remuneration arises inspector carrying out an inspection and issue inspection certificates.

(2) Together with the right to compensation arises controller also entitled to reimbursement of costs when making inspections reasonably expended, unless the nature of these costs that are already included in remuneration.

#### § 2657

If the fee arrangement, the customer pays a fee equivalent to controller normal with respect to the subject, scope, manner and place controls at the time of contract.

#### § 2658

The control, affect the legal relations between the client and others, especially those for whom it is intended or control subject from which originated.

#### § 2659

Failure to properly control the controller has no right to compensation and reimbursement of expenses.

#### § 2660

(1) The auditor damages for breach of the duty to properly control the extent to which the customer can not be achieved effectively by using the right of compensation for defective supplies to the person who fulfills the controlled object. Controller obligation to pay compensation does not, if the customer failed to enforce their rights against a third party on time, or can not be enforced due to what negotiated a third party.

(2) restrictions under paragraph 1 shall not apply if the controller make sure the customer, that regardless of the extent and manner of inspection and any defects found, or if the customer is satisfied that the inspection certificate is complete and correct.

#### § 2661



Replace the controller ordering damage passes to the customer it right against a third person as if he was transferred.

## Part 11

Liabilities of the account agreement, a single deposit,  
letter of credit and debit

### Section 1

Account

#### Subsection 1

General Provisions

#### § 2662

Basic Provisions

Account agreement with the one who leads the account undertakes to establish a certain time in a particular currency for the account owner, to allow cash to be placed on the account or withdraw cash from the account or make transfers of funds from the account or the account.

#### § 2663

If the account is set up for more people, each of them the status of the account holder. The person handling the account together. It is understood that their shares in funds in the account are the same.

#### § 2664

The funds in the account owner may account for ujednaných conditions in the contract and his agents handle the stipulated manner. Unless the authority otherwise, does not terminate the death of the principal.

§ 2665

Ujednají If the parties, that whoever leads the account to withdraw cash or make a transfer of funds from the account, although for this account are not sufficient funds, shall apply mutatis mutandis to the loan.

§ 2666

Death of the account holder, it stops the person who maintains the account, on the day following the date of his death was accompanied by the account holder, you pay cash and transfers of funds from the account on which the account owner to declare that in them after his death does not continue.

§ 2667

Interest on funds in the account is payable at the end of the calendar month. He who maintains the account, interest credited to the balance of funds in the account without undue delay after becoming due.

§ 2668

Termination of the commitment to settle the one who maintains the account, without undue delay claims and debts on the account, in particular, make transfers of funds from an account made by means of payment and checks used to the date of extinguishment of debt canceled and the account balance of funds paid to the account holder .

Subsection 2

Payment Account

§ 2669

Payment Account Act provides for another. Another law also provides for transfers of funds in the account that is not a payment account, if it is a payment transaction under another law.

### Subsection 3

Other than the payment account

#### § 2670

The provisions of this subsection shall apply for an account that is not a payment account. The provisions of this subsection shall also apply to insert cash, withdraw cash or transfer of funds by the payment account, if it is not a payment transaction under another law.

#### § 2671

He was the agreed interest to the holder of the account from the date the funds are credited to the account until the day preceding the date of debit.

#### § 2672

He who maintains the account, credited to him or received funds transferred by the next business day after gaining the right to dispose of them.

#### § 2673

(1) A person who maintains the account, notify the account holder insertion or withdrawal of cash or transferring funds, which occurred during the previous calendar month, without undue delay after the end of the calendar month.

(2) A person who maintains the account, the account holder shall without undue delay after the end of the calendar year the balance of funds in the account.

#### § 2674

The account holder may contract commitment account terminated without notice, even if the contract is for a fixed period.

#### § 2675

(1) A person who maintains the account, the obligation of the account agreement terminated as of the end of the month following the month in which the notice came to the account holder.

(2) Should the account holder substantially agreed obligation, one who maintains the account, the obligation under the contract on account terminated without notice.

#### Subsection 4

#### Bankbook

#### § 2676

(1) confirms the passbook passbook insert issuer's cash account and cash withdrawals from the account. The account, which was exposed to a savings book, serves to effect the transfer of funds. Savings book can only be issued in the name of the owner passbook. The passbook must be obvious amount of funds in the account and its changes.

(2) It is considered that the amount of funds in the account corresponding entries in the deposit book.

#### § 2677

The funds in the account passbook owner's expense. Without the presentation of passbooks can not cash in an account handled.

#### § 2678

In case of loss or destruction of passbooks passbook issued issuer at the request of owner of passbook savings new book. This book replaces the original savings passbook which shall cease on the date of its issue date.

## § 2679

If the owner does not treat passbook funds in the account after a period of twenty years or fails to complete the passbook records, canceled, the liability of such time has expired passbook holder is entitled to payment of the balance of funds in the account, including interest at the date of decommitment.

### Section 2

#### One-time deposit

## § 2680

(1) of the single deposit the depositor agrees to provide the beneficiary of the deposit solid single deposit in a deposit amount and the recipient agrees to accept this deposit, after the termination of the obligation to return it and pay the depositor interest.

(2) If the waste deposit conditional statement passwords and password does not know the depositor, the depositor may dispose of the deposit, if he proves that he belongs to a deposit.

## § 2681

#### Certificate of deposit

Deposit form deposit recipient confirms single firm fixed-term deposit in the amount of the deposit form.

### Section 3

#### Letter of credit

## § 2682

#### Basic Provisions

Agreement to open the letter of credit letter of credit issuer agrees to issue the Client's request and account for a third party (authorized) credit and the Client undertakes to pay the issuer credit reward.

§ 2683

(1) letter of credit issuer shall notify the creditor in writing without undue delay after the conclusion of the contract in his favor that opens letter of credit, and inform him of its contents.

(2) Letter of credit shall contain at least determine that the letter of credit issuer agrees to pay a certain sum, accept a promissory note or committed to another performance, as well as letter of credit specifying the conditions by which it is entitled to meet in order to claim compensation from the issuer of the credit.

§ 2684

Commitment letter of credit issuer authorized to issue a letter of credit arises. This obligation is independent of the obligation between the issuer and credit the originator and the commitment between the sender and authorized.

§ 2685

Letter of Credit Issuer may appoint another letter of credit issuer and to provide for his performance. Where a responsible issuer performance, has the right to compensation against the letter of credit issuer, if it was confirmed letter of credit, has this right and to the upholding of the drawer.

§ 2686

Unless the letter of credit expressly stated otherwise, the letter of credit issuer may be changed or canceled only with the consent and the authorized officer.

Confirmed Letter of Credit

§ 2687

(1) If a credit issuer to request a letter of credit confirmed by another issuer, there is a legitimate right to meet and to upholding the issuer since the issuer confirming letter of credit confirmation authority said.

(2) To change or cancel a confirmed letter of credit requires the approval of certifying issuer.

#### § 2688

Filled the confirmation issuer authorized under the terms of the Letter of Credit shall be entitled to compensation from the letter of credit issuer.

#### § 2689

Letter of credit issuer, which authorized only notice that it has opened another letter of credit letter of credit issuer, there is no commitment from the letter of credit, however, replace the damage, if the notice is incorrect.

### Documentary Letter of Credit

#### § 2690

(1) A documentary letter of credit letter of credit issuer to meet the legitimate, if timely submitted his letter of credit documents as determined in accordance with the terms akreditivními. This is true even if the documents are submitted to the authorized issuer letter of credit.

(2) If a confirmed letter of credit shall provide the authorized issuer confirming the transaction, if he or letter of credit issuer responsible, timely submitted the documents referred to in paragraph 1

#### § 2691

Letter of credit issuer with due diligence review of the contents of the documents and their mutual relation clearly correspond to the conditions determined by the letter of credit.

#### § 2692

If the loss, damage or destruction of documents at a time when the issuer has a credit with you, letter of credit issuer to replace the damage caused by the Client. This does not apply, if not the letter of credit issuer damages averted by the exercise of professional care.

§ 2693

Other letters of credit

Provisions on the Documentary Letter of Credit shall apply mutatis mutandis to the letter of credit, under which the claim is subject to fulfillment of conditions other than the production of documents.

Section 4

Collection

§ 2694

Basic Provisions

(1) debit the Treaty undertakes to procure procurer debit receipt for the principal sum of money or other recovery action from a third party and the Client undertakes to pay the fee collection agents.

(2) If the remuneration arrangements to pay the principal agents collection fee usual at the time of the contract.

§ 2695

Collection agents will invite a third party to perform a recovery operation. Refuses to meet the challenge that person, the procurer shall submit a collection of principals report without undue delay.

§ 2696

Collection agents for the provision of collection proceeds with due diligence by sending instructions. Fails if the collection still does not give a reason to penalize the agent collection.

§ 2697



(1) What the procurer in the collection of receipts received, it shall without undue delay principal.

(2) Received by the procurer or debit security document, the Client any damage caused by its loss, destruction or damage when it was the procurer of collection together. This does not apply if the procurer could damage avoided or receipts for professional care.

#### § 2698

Where to procure procurer debit collection agents according to the instructions of another principal, this is done on the account and risk of principal.

#### Documentary Collection

#### § 2699

In a documentary collection of the procurer to debit the Client undertakes to issue a third party documents, he will pay that person to issue documents a sum of money, or make any other documents prior to collection action, and the Client undertakes to pay the fee collection agents.

#### § 2700

If the loss, damage or destruction of documents at a time when the procurer collection together, replace the collection of principal procurer damage caused thereby. This does not apply if the procurer could damage avoided or receipts for professional care.

#### Part 12

#### Liabilities for contracts provident

#### Section 1

#### Pension

#### § 2701

#### Basic Provisions

(1) of the pension payer agrees to pay the regular recipients of cash benefits (pension).

(2) undertakes to the payer to pay the pension to a person's lifetime or for a period longer than five years, requires a contract in writing.

#### § 2702

Unless the duration of the obligation stipulated, the obligation to pay pension recipient lasts for life.

#### § 2703

Unless agreed maturity of retirement benefits are payable monthly in first. Death of a person whose life for a pension arrangements, the payer pays the dose that the life of the person already grown up. However, when it was agreed that the pension is payable on arrears, pay per taxpayer benefit period for which that person was still alive.

#### § 2704

The right to a pension may not be assigned to another, the opposite arrangement is disregarded. Claim benefits payable can not move.

#### § 2705

If the taxpayer established a retirement free of charge, may also stipulate that creditors can not beneficiaries beneficiary benefit or affect the execution or in bankruptcy proceedings. Such a reservation is effective against third parties and to public authorities, but only to the amount a beneficiary because of their circumstances for their provision does not necessarily need.

#### § 2706

(1) If the pension provided for remuneration, not for non-payment of benefits to terminate the contract and demand repayment of fees. This does not apply if the payment has been secured and retirement security disappear, or worse, without it taxpayer within a reasonable time to complete the original scope.

(2) If justified by the circumstances, the court shall authorize the proposal from the sale of the recipient taxpayer 's property and use the proceeds to pay income for a reasonable period of time in the future.

## Section 2

### Výměnek

#### § 2707

#### Basic Provisions

(1) Treaty výměnku the owner of immovable property vyměňuje in connection with its transmission for themselves or for third party benefits, or acts to serve the pension for life or for a definite and immovable assets to the purchaser agrees to grant provision. Unless otherwise agreed or decided by the content rights výměnkáře local convention.

(2) The content of the legal act which was výměnek established, the contract also apply výměnku provisions on the rights of which they are composed výměnek, especially the ministry of flat or retirement.

#### § 2708

(1) If výměnek set up as a real burden, intangible assets the acquirer shall do everything necessary on his part to výměnek could be entered into the public list. Waived if výměnkář write, you can enroll in the public list only title to the purchaser simultaneously with the registration výměnku.

(2) The owner of immovable property can enroll themselves for the future výměnek in the public list before transferring immovable property.

#### § 2709

Although the establishment v ým ěn ku been agreed, the person obligated to contribute to relief operations v ým ěn ku v ým ěn k ář i that it necessarily needs to sickness, accident or similar emergency. This obligation shall be relieved, conveys the location v ým ěn k ář e in medical or similar device. Oblige the person required to pay the costs v ým ěn ku stay in a facility separate legal reason v ým ěn k ář carries them on its own.

#### § 2710

(1) a change in circumstances such an extent that the person required to v ým ěn ku can not reasonably be required to stay in-kind benefits, and unless the parties, upon the motion of a person committed to v ým ěn ku decide that kind v ým ěn ek wholly or partly replaced by an annuity; court may also, even without a draft, save for v ým ěn ku person required to deposit in favor of the operator v ým ěn k ář e appropriate provident provident devices within a specified principal amount.

(2) If v ým ěn ek converted to cash income, the court or agreement of the parties change their mind, a change in the ratios significantly.

(3) Decisions pursuant to paragraph 1 or 2 can not adopt such a measure, which would be jeopardized v ým ěn k ář e provision.

#### § 2711

When the destruction of the building, which was reserved v ým ěn k ář i dwelling shall affix the person committed v ým ěn ku v ým ěn k ář i at his own expense suitable replacement housing.

#### § 2712

V ým ěn ek dedicated spouses are not reduced in the death of one of them.

#### § 2713

V ým ěn ek not cede, assign only be entitled to benefits payable, but not to those whose size is determined by personal needs v ým ěn k ář e.

#### § 2714

The right to výměnek výměnkářovy pass to heirs.

#### § 2715

If the agreement on transfer of immovable property concluded in connection with the establishment výměnku can not withdraw from the failure to a person committed to výměnku.

#### Part 13

#### Company

#### Section 1

#### General Provisions

#### § 2716

#### Basic Provisions

(1) undertakes to contract some people associate as partners in a common purpose activities or things that a society.

(2) If agreed by pools of assets required to deposit an inventory of the contract signed by their companions. It is understood that the association was only what the states inventory.

#### § 2717

(1) Where, following the company thing, shall apply mutatis mutandis to buy, but if added just the right thing to use, shall apply mutatis mutandis for the lease, and inserts the right thing to enjoy, shall apply mutatis mutandis to leasing.

(2) commits a partner to the business of the company, shall apply mutatis mutandis to work, or on command.

#### § 2718

(1) Insert the companion to the company all its assets, it is considered that it is the present worth of the contract.

(2) Agreement that includes the contribution of a partner's future property does not apply to property acquired by inheritance, unless it was expressly agreed.

#### § 2719

(1) Cash and fungible things, as well as for the type of things embedded in society, becoming Co-partners who have contributed deposits, other things become the Co-only if they have been awarded money. Co-owners' shares is determined by the ratio of assets that each partner entered into the society.

(2) The deposit shall become subject to another companion free enjoyment.

#### § 2720

Companion, who agreed to contribute only a common purpose activities, has the right to share in profits and the right to use things embedded in society, but has the right to enjoy these things, or does not become a co-owner under § 2719 paragraph 1

### Section 2

#### The rights and obligations of each

#### § 2721

The mutual rights and obligations of members shall apply mutatis mutandis the provisions on co-ownership.

#### § 2722

(1) Who has committed to contribute company only actions, not obliged to another post. Who has committed to contribute only property is not obliged to take great pains to achieve a common purpose in another way.

(2) companion can not be forced to contribute more than committed. Whenever the situation, however, so that a common purpose can not be achieved without increasing the contribution, the one who is willing to increase its contribution from the company to withdraw or be expelled from it.

#### § 2723

Negotiate, if only what is to be inserted into the society in total, each of the partners contribute equally.

#### § 2724

To achieve a common purpose, usually keeping up with all members equally. He arranged to associate a common issue in good faith is entitled to compensation as příkazník.

#### § 2725

Companion for the company carries on business in person and is not entitled to membership in the society set up another person, nor does it assign your membership.

#### § 2726

Acts harmful to society as a companion prohibited.

#### § 2727

(1) The shareholder shall, without the consent of the other members do on their own or someone else's account anything that has given the competitive nature of common purpose. If it happens to other shareholders may demand that such a companion to the refrain.

(2) Where, acted on his own account, other shareholders may demand that the meeting was declared to be made a partner in the joint account. If acted on behalf of another shareholder, other shareholders may demand that they be in favor of a joint account ceded the right to pay or to pay they have been already made. These rights expire if not exercised within three months from the date on

which the entrepreneur learned of the hearing, but no later than year after the date on which the action took place.

(3) Instead of rights under paragraph 2, the other shareholders to claim damages.

#### § 2728

(1) Unless the contract relationship in which the partners involved in the property acquired for the duration of the company, the profit and loss for the company, their shares are the same. Determine if the contract relationship in which either partner contributes only to property, or only the profit or loss, the same ratio for other cases.

(2) Arrangements exclusive right companion to share in profits has no legal effect. Arrangements exclusive obligation to participate in the Confederate loss has legal effect only between the partners.

#### § 2729

(1) Decisions on matters of the company are taken by majority vote, each shareholder has one vote. Agreement or decision of the members to prevent any shareholder to participate in the decision has no legal effect.

(2) Decision amending the partnership agreement must be adopted unanimously.

### Section 3

#### Company Administration

#### § 2730

(1) The shareholders can divide powers in managing the common affairs way they deem appropriate. Failure to do so, each partner is given to these issues příkazníkem other affiliates.

(2) No partner of his will not substantially change the status or purpose of the joint property without regard to the expediency of such a change.

#### § 2731



(1) Administration of common things members may authorize someone from their ranks, or a third person.

(2) Where the administrator was appointed in the social contract can be revoked only for good reasons, otherwise you can cancel his commission as with the command.

#### § 2732

A partner who is not entitled to the administration, not to dispose of common property. If so will do against a third person who in good faith, can not invoke it against invalidity of legal action.

#### § 2733

If charged with multiple administrators, without further adjusted their scope, are each of them in the affairs of the company separately.

#### § 2734

Manager keeps proper accounts and an overview of the financial circumstances of the company; associates regularly bill gives the company's assets, including income and expenditure and profit or loss, at least once per calendar year, not later than two months after its completion.

#### § 2735

Companion, even if management does not perform, you can see on the economic state of society, to examine the records and other documents, as well as be aware of common issues, but the exercise of this right may not interfere with operation of the company more than is necessary, nor prevent the other partners the application of that law. If you Ujednají companions something else to disregard it.

### Section 4

#### The rights and obligations of third parties

#### § 2736

The debts arising from joint activities are partners committed to third parties jointly and severally.

#### § 2737

(1) If a partner in a joint business with a third party, it is considered příkazníka all partners. If you Ujednají companions something else, this can not argue against a third party acting in good faith.

(2) Where, acted in a joint business with a third party in its own name, other shareholders may exercise the rights arising from the third person is committed only against the person with the legal act. This does not apply, if a third person known to associate acting on behalf of the company.

#### § 2738

(1) If someone pretends to be a partner, although it is not, are the real partners of the proceedings against a third party jointly and severally bound with him, if

- a) any of the partners made a mistake of a third party complaint, or
- b) partners could care needed by exercising such a mistake to predict, but none of them did not take steps to putting a third party to avoid confusion.

(2) Paragraph 1 shall not apply unless a third person in good faith.

### Section 5

#### Termination of Membership

#### § 2739

A partner may withdraw from society, even if it has been agreed duration of the company for a fixed period, but not in the wrong time or to the detriment of other shareholders. For serious reasons, however, may withdraw at any time, even when it was agreed notice period.

#### § 2740

(1) If a partner violates the obligation of a contract substantially, may be excluded from society.  
Can also be excluded,

- a) if the property of insolvency proceedings on his proposal,
- b) If the companion went to the petition to open insolvency proceedings in which it solves its looming bankruptcy or insolvency, or
- c) where the insolvency proceedings shall be decided by bankruptcy partner.

(2) Limitations partner in incapacitation is the reason for the expulsion of a shareholder only if this condition to the detriment of his company.

#### § 2741

(1) companion, whose membership has ceased, is entitled to his billing and was given everything to him on termination of membership due. The share of property acquired for the duration of the company to pay him in cash.

(2) termination of membership in the Companion will charge and align all other stakeholders, to what was committed to the community.

#### § 2742

Heir to a partner does not become a partner, but has the rights provided for in § 2741st

#### § 2743

(1) If it was agreed that the social contract applies to the heir, the heir enters into society instead of the deceased. Such agreement can not bind the heir heirs.

(2) If an heir to carry out activities for the company to which the deceased committed, he may be reduced by adequate amounts of shares.

### Section 6

#### Dissolution of the company

#### § 2744

Ceases to exist, agreement between the partners about how they comply with the conditions agreed in the Memorandum, the end of a period for which the company agreement, reached with the purpose for which the company was established, or if it becomes the purpose impossible.

#### § 2745

If a partner dies without agreed that the social contract also applies to his heir, the end of society, had the two partners. If the company has more partners, it is considered that the other shareholders want to remain in the company of the future.

#### § 2746

(1) If the company ceases to exist, the administrator shall submit a statement under § 2734 within two months of its demise.

(2) Shareholders shall be issued, what is their property and common property shall be distributed under the terms of the settlement of ownership.

#### Part 14

##### Silent partnership

#### § 2747

##### Basic Provisions

(1) Treaty silent silent partner company is committed to the deposit, which will be involved throughout the duration of the silent company's business results business, and entrepreneur undertakes to pay a silent partner's profit share.

(2) Quiet Company may also be stipulated only the silent partnership in the operation of a business from the competition.

#### § 2748

(1) Silent Partner shall deliver the subject matter of the deposit without undue delay after the silent company, or it will deal with him.

(2) if the following immovable thing that comes to her business for the duration of quiet use and enjoyment. If anything, the contribution, it is considered that the businessman came to the subject of the emergence of a silent partnership ownership.

#### § 2749

(1) silent partner has a right to inspect the commercial documents and business accounting records. The arrangement that the law limits or excludes, shall be disregarded if the witnesses silent partner no reasonable cause to believe that the business documents and records are not maintained properly or fairly.

(2) The entrepreneur will issue a copy of a silent partner accounts without undue delay after its completion and eventual approval, if required, to the opposite arrangement is disregarded.

#### § 2750

(1) Notwithstanding the company is silent on all of the facts arising out of business just committed entrepreneur.

(2) If the name is included silent partner in the name or business name in the business, is liable for the debts of a silent partner entrepreneurs.

(3) declares the silent partner to the person with whom the entrepreneur is a contract that both operate together, responsible for business debts arising from the contract.

#### The proportion of silent partner in profit or loss

#### § 2751

(1) silent partner participates in the profit or loss of business named in the amount otherwise determined in relation to the amount of the deposit and its established practice of the parties, or due to customs. The arrangement whereby the silent partner does not participate in profit or loss is taken into account.

(2) The amount of a silent partnership is determined from the net profit. If the entrepreneur creates a fund, which is not freely dispose, shall be deducted from net income of such statutory allocation to the fund.

## § 2752

The share of profits paid within thirty business days following the issuance of financial statements and its eventual approval, if required. The silent partner is not increased its share of the profit collected.

## § 2753

(1) The loss is a silent participant as well as profit; the opposite arrangement is disregarded. The proportion of silent partner to lose his deposit decreases, silent partner is not required to deposit a share of the loss supplement.

(2) If a silent partner profit share already paid, is not obliged to return at a later loss.

## Termination of a silent partnership

### § 2754

(1) Unless the silent partnership arrangements at a certain time, it can be terminated at least six months before the end of the reporting period.

(2) Silent company is also deleted,

- a) reaches the silent partner to share the loss of the amount of its contribution, unless the share of the loss of pay or replenish the deposit,
- b) terminates if the business, which is still the company concerned or
- c) it was decided to decline an entrepreneur or a silent partner, the abolition of the fulfillment of the bankruptcy order, cancellation of bankruptcy because the property is totally inadequate, or dismissal of an insolvency petition for lack of assets.

### § 2755

Entrepreneur silent partner shall without undue delay after termination of a silent partnership contribution adjusted for share in the profits of your business as of the date of termination of the silent company.

Part 15

Liabilities brave contracts

Section 1

General Provisions

§ 2756

Depends where, under arrangements between the parties the benefit or detriment of at least one of the parties on a contingency, it is a bold treaty.

§ 2757

For the brave commitments of contracts shall be exempted from the change in circumstances (§ 1764 to 1766) and disproportionate shortening (§ 1793 to 1795).

Section 2

Insurance

Subsection 1

Basic Provisions

§ 2758

(1) An insurance contract the insurer to the policyholder agrees to grant him or a third party indemnity, in case of an incident covered by insurance (the insured event), the policyholder and the insurer undertakes to pay insurance premiums.

(2) If the insurance agreed to a contract period of less than one year, requires a contract in writing. He accepted the offer of timely payment of policyholder premiums, it shall be in writing contracts for preserved.

§ 2759

(1) Unless the the menu, which has to be accepted, its acceptance is required within one month from the date of receipt of tenders the other hand, however, if the contract subject to medical examination, required to accept the offer within two months. Insurers offer policyholders may also receive timely payment of premiums in the amount of the tender.

(2) If the answer to offer a new proposal is deemed to have been rejected, if not accept the other party within one month of receipt.

(3) Where a party proposes a change to the contract, the provisions of paragraphs 1 and 2 accordingly.

#### § 2760

The insurer shall notify the candidate prior to a contract of insurance data, the scope and method of delivery provides another law regulating insurance. This also applies to the facts to which change occurs during the existence of insurance.

#### Insurable interest

#### § 2761

Insurable interest is a legitimate need to protect against the consequences of the claim.

#### § 2762

(1) The policyholder has insurable interest in their own lives and health. It is understood that the policyholder has insurable interest on the life and health of others, witnesses are interested in a conditional relationship to this person, whether resulting from kinship or conditional benefit or advantage from the continuation of her life.

(2) The policyholder has insurable interest in their own property. It is understood that the policyholder has insurable interest in property and other persons to attest that he would be without its existence and preservation of threatened direct property loss.

(3) If the insured gave consent to insurance, it is considered that the insurance policyholder's interest was demonstrated.



### § 2763

In property insurance can be insured and future insurable interest. If the contract with respect to future business, or other future interest that arise, not the policyholder must pay the premium, the insurer has a right to equitable remuneration where this has been agreed.

### § 2764

(1) If the candidate had no insurable interest and the insurer about the contract knew or should have known, the contract is void.

(2) if the policyholder is insured knowingly nonexistent insurable interest, but the insurer did not know or could know, the contract is invalid, the insurer, however, a fee equivalent to premiums until the annulment learned.

### § 2765

Termination of the insurable interest of the insurance lapse and insurance the insurer is not entitled to insurance up until the termination of the insurance interests learned.

### § 2766

#### Insured

The person on whose life, health, property or liability insurance or other interest in the value of insurance relates is insured.

### § 2767

#### Foreign insurance risk premium

(1) If the policyholder is entered into for its own benefit contract relating to insurance risk as a possible cause of the claim by a third party may exercise the right to indemnity if it proves that the third person familiar with the contents of the contract and that she, aware that the right of indemnification shall not take, agree to indemnity the policyholder received. To be a descendant of the insured

policyholder who is not fully enjoys the full rights to require special approval if the policyholder himself the legal representative of the insured, not a property insurance.

(2) If required by the consent of the insured or his legal representative, and unless the policyholder named in the agreement period, or within three months from the date of the contract, the insurance that period expires. Occurs at this time if an insured event, without the consent was given, become entitled to insurance benefits the insured, if the insured event is the death of the insured shall become the right of a person referred to in § 2831st

(3) Will the policyholder contract without the consent of the insured or his legal representative, account for the forwarding contract. This does not apply if the assignee of the person for which the consent of the insured's insurance risk premium required.

(4) On pojistníkovy death or the date of his termination without legal successor shall enter into insurance insured, shall however, if the insurer in writing within thirty days of pojistníkovy death or the date of his demise, that does not want the insurance, the insurance date of death or date of demise of the policyholder. The effects of delay to the insured not occur before the expiry of fifteen days from the date of the insured of his entry into insurance learned; arrangements for a shorter period shall be disregarded.

#### § 2768

(1) If the contract to a third party, the person with the express consent and post exercise the right of indemnity. The third person is entitled to indemnification, gave the insured or his legal representative to a third party consent to the adoption of indemnification after being acquainted with the contents of the contract.

(2) If a third party insured by foreign insurance risk, the § 2767 accordingly.

#### § 2769

##### Equal treatment

If an insurer as a consideration when determining the amount of insurance or indemnity for the calculation of nationality, racial or ethnic origin or any other aspect contrary to the principle of equal treatment under any other Act, account shall be taken to increase premiums or reduce insurance benefits based on these aspects. This is true even if it is a consideration when determining the amount of insurance or indemnity for the calculation used pregnancy or maternity.

#### § 2770

## Authorized Person

An authorized person is the person due to the insured event has the right to indemnification.

### § 2771

The agreement to shorten or extend the period of limitation shall be disregarded.

### § 2772

(1) Unless agreed period of insurance, the insurance on the first day following the date of the contract.

(2) If it was agreed that the insurance relates to a period before the date of the contract, the insurer is not obligated to provide insurance benefits if the policyholder when the offer was, or should and could know that the insurance event has occurred, and the insurer has no right to premium, if when the offer was or should have known and that an insurer can not occur.

### § 2773

(1) Legal proceedings relating to insurance must be in writing unless the parties ujednají that this form is required.

(2) The notice must be in writing, but if this was agreed. However, if so requested by the policyholder in writing the insurer to the communication of information relevant to performance under the contract, he shall notify the insurer without delay in writing.

### § 2774

#### Insurance conditions

(1) Insurance terms and conditions generally define the details of the occurrence, duration and termination of insurance claim, insurance exclusions and how to determine the scope of insurance cover and its maturity.

(2) Where reference is made to the insurance contract terms, familiar with the insurer of the policyholder before the conclusion of the contract, this does not apply to conclude the contract in the form of distance commerce. The provisions of § 1845 shall apply mutatis mutandis.

#### Insurance

##### § 2775

(1) The insurer issues a policy holder as proof of insurance contract.

(2) In case of loss, damage or destruction policies issued at the request of the insurer and the cost of duplicate insurance policyholder, the same applies for the issue of a copy of the contract.

##### § 2776

If the contract establishes the obligation to provide insurance to exercise a right to indemnity, the insurer may require that the original insurance before issuing duplicate retire.

##### § 2777

(1) Unless the contract is concluded in writing, give the insurer in the policy at least

- a) Contract number,
- b) determination of the insurer and the policyholder,
- c) determination of the authorized person or the way will be determined,
- d) claim and the insurance risk
- e) the amount of insurance, its maturity, and whether it is an insurance or normal disposable,
- f) the insurance period,
- g) any agreements which derogate from the policy conditions and
- h) if the insurance of persons agreed that the authorized person will participate in the profits of the insurer, then the method identified above share.

(2) If a contract concluded in writing and must include the information specified in paragraph 1 and give the insurer in the policy at least

- a) Contract number,
- b) determination of the insurer and the policyholder,

c) determination of the authorized person or the way will be determined,

d) claim and the insurance risk and

e) the insurance period.

(3) In determining the persons referred to in paragraph 1 or 2, give a name or names, residence address and identifying information. This is true even if it is to be determined by the insured.

#### § 2778

The arrangement, which departs from the § 2775 or 2777, shall be disregarded. This is true even if you give up if the policyholder the right to issue the policy.

#### Compulsory insurance

#### § 2779

(1) imposes a different law to a person the obligation to conclude an insurance contract, the contract can derogate from the provisions of this section only if permitted by law and by failing to reduce the amount of insurance provided by another law.

(2) If so stipulated by another law, there is the insurer of the obligation to contract so that his obligation was to provide insurance benefits even if the damage was caused by a willful act of the policyholder, the insured or another person.

#### § 2780

When compulsory insurance, the insurer may refuse indemnification only if the providing false information, incompletely answered questions made in writing or knowingly false or grossly distorted data exclusively involved in corrupt or other person with knowledge of the victim.

#### § 2781

The insurer has the right to withdraw or terminate the compulsory insurance only when other law allows. This does not preclude other arrangements founding another insurer the right to penalize the policyholder or the insured in the event of a breach of their duties.

premium

§ 2782

(1) The insurer has the right to insurance for the duration of insurance.

(2) If the insurance lapses as a result of claims, the insurer belongs insurance premiums by the end of the period in which the insured event occurred, in which case it shall be the insurer of insurance single whole.

§ 2783

(1) If the duration of the insurer's rights to insurance arrangements, there is a right to the insurer on the contract.

(2) Single premium is payable on the insurance. If agreed regular premium is payable on the first day of the insurance period, unless agreed insurance period as a time period for which the current premium is paid, it is named for the annual premium.

(3) If the policyholder, the insurer shall communicate his principles for determining the premium.

§ 2784

The insurer is obliged to accept the premium payable and other payables from insurance and from pojistnikova pledgee, the person concerned or from the insured.

§ 2785

(1) If the contract agreement conditions under which the insurer has fulfill the right to adjust the amount of new ordinary insurance premium for the next period, not without the agreement of the policyholder of the premium change.

(2) reserve to the insurer the right to change the amount of premium for any other reason than the change in the conditions relevant for determining the amount of premium or reserve to the insurer for insurance for the right to change the amount of premiums based on age or health status, account shall be taken to .

§ 2786

(1) Adjust the amount of premium the insurer, it shall notify the policyholder at least two months before the due date the insurance premium for the period in which to change the premium.

(2) If the policyholder does not agree with the change, disagreement may occur within one month from the date on which the learned of it in which case insurance premiums shall expire after the period for which the premium has been paid. If, however, did not inform the insurer to the policyholder result in a communication under paragraph 1, it takes longer and higher insurance premiums at the policyholder's disagreement does not change.

#### § 2787

The insurer is entitled to deduct from the indemnity payable by the insurance claim or other insurance claims. This is not the case with the obligation to provide indemnification of compulsory insurance, the opposite arrangement is disregarded.

#### § 2788

##### Duty to true communication

(1) Query if the insurer in writing insurance for those interested in negotiating a contract with the policyholder or renegotiation of contracts for the facts that are relevant to the insurer's decision to judge the risk premium that covers it and under what conditions, to answer candidate or policyholder these questions truthfully and completely. Obligation shall be considered properly fulfilled unless, in response concealed anything significant.

(2) What's in paragraph 1 in respect of the obligations of the policyholder, the same applies to the insured.

#### § 2789

(1) When the insurer enter into a contract to be aware of discrepancies between the insurance and offered zájemcovými requirements, notify it to them. At the same time taking into account the circumstances and how the contract is concluded, and it is the other party when concluding a contract shall be assisted by an independent agent with the insurer.

(2) Query If interested in negotiating a contract with the policyholder or renegotiation of the contract in writing to the insurer the facts relating to insurance, the insurer will answer these questions truthfully and completely.

#### Change in insurance risk

##### § 2790

(1) a change in circumstances which were mentioned in the contract or that the insurer asked (§ 2788), thus significantly increasing the chances of claims expressly negotiated insurance risk will increase the insurance risk.

(2) The policyholder shall, without the consent of the insurer do anything that increases the risk premium, nor does it allow a third party, if it finds only later that without the consent of the insurer made that the increased risk premium, the insurer without undue delay. If they raise the risk premium regardless of pojistníkově will, it shall notify the policyholder without undue delay after he learned about it.

(3) If the insured foreign insurance risk, the responsibilities set out in paragraph 2 of the insured.

##### § 2791

(1) if the insurer proves that it has contracted under other conditions, if the insurance risk in the growth of the already existed when the contract is concluded, shall be entitled to a new premium. Failure to do so within one month from the date on which the change was notified of his right lapses.

(2) If the proposal is adopted or newly designed premium paid in the agreed time or within one month from the date of receipt of the proposal, the insurer has the right to terminate the insurance with an eight-day notice period, the insurer has no right, however, did not warn of the possibility of the testimony already proposal. Denounces insurance if the insurer within two months of receiving the disagreement with the proposal or the vain expired under paragraph 1 shall be relieved of its right to terminate the insurance.

##### § 2792

If the insurer proves that, given the conditions in force at the time the contract is not concluded, there would be if the risk premium has increased the scope for concluding a contract, has the right to terminate the insurance with an eight-day notice. Denounces insurance if the insurer within one month from the date on which the change was announced, relieved of its right to terminate the insurance.



#### § 2793

(1) Should the policyholder or the insured to notify the increased risk premium, the insurer has the right to terminate the insurance without notice. If the insurer terminates the insurance premium due to him until the end of insurance period, which expired insurance, single premium due the insurer in this case throughout. Denounces insurance if the insurer within two months from the date of the increase in the risk premium learned relieved of its right to terminate the insurance.

(2) Should the policyholder or the insured to notify the insurance risk and the increase occurred after the change of the insurer, the insurer has the right to reduce the indemnity proportionally to the ratio of premiums received, the premium that should receive if it was to increase the insurance risk of the notice in time learned.

#### § 2794

Decreases significantly if the insurance risk premium in time, there is a duty to the insurer to reduce premiums in proportion to the reduction of risk premiums with effect from the date of this reduction is learned.

#### § 2795

(1) The provisions of the increase in risk premiums do not apply where increased risk is due to avert or reduce the damage later, or as a result of claims, resulting from an act or order of humanity.

(2) The personal insurance against sickness, the provisions relating to the modification of risk premiums do not apply. For personal insurance for other cases, the provisions to amend the insurance risk not apply changes to the insurance risk during the period of insurance unless this change is reflected in the calculation of premiums, there is a duty to report to the insurer, if it was aware of the policyholder or the insured .

#### Investigation of claims

#### § 2796

(1) Where an event is the one who is considered the authorized person, combines the requirement for indemnification, it shall notify without undue delay, he shall submit a truthful

explanation of the occurrence and extent of the consequences of such events, the rights of third parties and any multiple insurance, the insurer also submit necessary documents and proceed as the stipulated in the contract. If the policyholder or the insured at the same time, they have this obligation to the policyholder and the insured.

(2) The same statement can make any person who has an interest in insurance claims.

#### § 2797

(1) The insurer shall begin without undue delay after notification pursuant to § 2796 investigations necessary to determine the existence and scope of his duties to perform. Investigation is completed statement of its findings to the person who exercised the right to indemnification, at his request, her insurer explain in writing the amount of insurance benefits, or the reason for the refusal.

(2) If the notice contains knowingly false or grossly distorted material information concerning the extent of reported incidents, or conceal if it knowingly data related to this event, the insurer is entitled to reimbursement for expenses incurred in the investigation of the facts, which have been those disclosed or concealed. It is understood that the insurer has incurred costs in the amount of proven effective.

(3) Occurs when the policyholder, the insured or other person claiming a right to indemnification, investigation costs or increase their breach of duty, the insurer has against him the right to adequate compensation.

#### § 2798

(1) If the maturity of the indemnity agreement, is payable within fifteen days of the end of the investigation.

(2) If you can not stop the inquiries necessary to determine the claims, the scope of indemnification or to determine the persons entitled to receive insurance benefits within three months from the date of notification, the insurer shall inform the notifier, why not end the inquiry, if requested, the notifier shall inform him reasons for the insurer in writing. The insurer shall provide the person who asserts a claim for indemnification, on request, on reasonable advance indemnification, this does not apply if good cause to refuse to provide backup.

(3) If the insurer breached an obligation under paragraph 2 of the reasons for its part, is in default, the opposite arrangement is disregarded.

## § 2799

Intentionally caused the insured event, either the person who asserts a claim for insurance benefits, or on the initiative of a third person shall be entitled to indemnification only if it has been explicitly agreed, or if provided for by this or any other law.

## § 2800

### Consequences of breach of duty

(1) If as a result of breach of the policyholder or the insured in negotiations on a contract or change its agreed lower premium, the insurer has the right to insurance benefits reduced by a percentage, the ratio of premiums received, the premium that should receive .

(2) It alleged breaches of the policyholder, the insured or other person has insurance coverage law, a significant cause of claims, its course, to enlarge the scope of its consequences or the finding or determination of the amount of insurance benefits, the insurer has the right to reduce indemnity in proportion to the impact of such breach to the extent of the insurer's liability.

## § 2801

### Interruption pojištění

(1) Insurance shall be stopped if no premium paid; period of interruption shall start within two months of the due date until its premium payment.

(2) is interrupted when the insurance premiums over time, as interruption lasts obligation to pay premiums, and no right to the fulfillment of the events that occurred during the interruption and would otherwise be insured events. The period of interruption insurance is included in the insurance period, only if expressly agreed.

(3) If there are legitimate reasons for the duration of compulsory insurance, compulsory insurance can not be interrupted. Life insurance can be interrupted only if this was agreed.

### Termination of insurance

## § 2802

The validity of a termination of insurance requires that the parties agreed to settle. Unless agreed time of expiry of insurance, pays the insurance expired on the date when the agreement takes effect.

#### § 2803

(1) Insurance expires at the end of insurance period.

(2) the insurance cover has been agreed for a fixed period, you can negotiate the expiry of the period of insurance does not expire unless the insurer or the policyholder at least six weeks before the expiry of the insurance period the other hand, that he is not interested in another term insurance. Extinguished if the insurance and if not agreed conditions and its duration is extended insurance under the same conditions for the same period for which it was agreed.

#### § 2804

Upomene the insurer of the policyholder to pay premiums and to instruct him in the reminder that the insurance lapse, unless the premium is not paid within the additional period to be determined in at least the duration of one month from the date of delivery of reminders disappear pojištění futile expiry of this period .

#### § 2805

The insurer or the policyholder may terminate the insurance

- a) an eight-day notice period to two months of the contract, or
- b) one month's notice within three months from the date of the notice of claim, however, denounce the insurer life insurance is not taken to it.

#### § 2806

The policyholder may terminate the insurance with an eight-day notice

- a) within two months from the date when he learned that the insurer used in determining the amount of insurance or indemnity for the calculation of the forbidden aspect of § 2769,
- b) within one month from the date on which the notice was served on the transfer of insurance portfolio or its part or on the conversion of the insurer, or
- c) within one month from the date of publication of a notice that the insurer was revoked permission to carry on insurance business.

## § 2807

Is the insurance cover is agreed with the current premium, the insurance on giving the insurer or the policyholder at the end of insurance period, however, if notice delivered to the other side later than six weeks before the date on which expires the insurance period, the insurance premiums at the end of next season . If the insurer terminates the life insurance account to the testimony.

## § 2808

(1) violated if the policyholder or the insured intentionally or negligently, the obligation under § 2788, the insurer has the right to withdraw from the contract, if he proves that a true and complete answer inquiries have concluded. The policyholder has the right to withdraw from the contract if the insurer violated the obligation under § 2789th The right of withdrawal shall expire if not used is a party within two months from the date detected or had to find an infringement specified in § 2788th

(2) withdraws from the contract if the policyholder, the insurer will replace him within one month from the date when the resignation becomes effective, the premiums paid minus what you already have insurance fulfilled, resigned from the contract if the insurer has the right to offset and costs associated with the establishment and administration of insurance. If the insurer withdraws from the contract if already awarded the policyholder, the insured person or other insurance benefits, replacing the same period the insurer what the insurance benefits paid exceeds the premium paid.

(3) If the contract is concluded through distance commerce, the policyholder has the right, without giving any reason to withdraw from the contract within fourteen days from the date of closing or the date on which they were communicated to the insurance conditions, unless such communication occurs upon request contract. If it is covered by the insurance industry life insurance under another law, the policyholder may withdraw from the contract within thirty days of receiving notice of closing the deal at a distance, or the date on which they were communicated to the insurance terms and conditions if This communication occurs at the request of the contract, this applies even if the contract has been signed by non-distance commerce.

(4) Paragraph 3 shall not apply to contracts covered by the scheme to help those in need while traveling or while away from their residence, including insurance of financial losses related to travel, if such contracts were concluded for a period shorter than one month.

(5) If the policyholder withdraws from the contract pursuant to paragraph 3, it returns without undue delay and no later than thirty days from the date when the resignation becomes effective, the premium paid, while you have the right to deduct what insurance already filled. If there was, however,

insurance benefits paid in excess of premiums paid, return the policyholder or the insured or the appointed person, the insurer paid the amount of insurance benefits, which exceeds the premium paid.

#### § 2809

The insurer may refuse indemnity, if it was the cause of the insured event the fact

- a) that he learned only after the insured event,
- b) the insurance or in negotiating the changes could not find as a result of culpable violation of the obligations set out in § 2788 and
- c) if the knowledge of this fact when concluding contracts not entered into this contract, or if it would be under different conditions.

#### § 2810

Termination of insurance expires insurance interest, extinction risk premium, the date of death of the insured person, the date of expiry of insurance legal entities without a legal successor or the date of denial of insurance benefits.

#### Subsection 2

#### Indemnity pojištění

#### § 2811

#### Range

When loss and damage insurance shall indemnity insurer to the named range compensates for loss of property incurred as a result of a claim.

#### § 2812

#### Change of ownership of insured property

Unless expressly agreed that the insurance change of ownership or joint ownership of the property insured shall not cease pojištění lapse date of notification of this change insurers.

#### Limits of insurance benefits

##### § 2813

If the subject of an agreement limits indemnification, it is considered that it applies to the harmful event occurred.

##### § 2814

(1) to negotiate that the insurance benefits reduce the upper limit, this limit is determined by the sum insured or limit of indemnity.

(2) If the property insurance to determine its value in the insurance contract, shall be determined on the policyholder's upper limit of indemnity insurance in an amount corresponding amount of the insurance value of the property insured at the time of contract. The insurer has the right to review the contract value of insured property.

(3) If the property insurance to determine its value in the insurance contract, shall be determined on the policyholder's upper limit of indemnity insurance. This limit to the Agreements, even if the insurance covers only part of the value of the property insured under paragraph 2 (fractional insurance). Corresponds to the insurable interest can thus determine the upper limit of indemnity and insurance pursuant to paragraph 2

##### § 2815

Negotiate if the contract expressly states that a person be entitled to indemnification will be charged to the loss of property, the amount does not exceed the agreed limit, or that this person will be a part of the loss borne by the property, the insurer is not obligated to provide indemnification to the extent thus agreed participation.

##### § 2816

Plural pojištění

If the same insurable interest insured against the same risks and premiums for the same period of time with several insurers, there is a plural form of insurance. Plural insurance may arise as a

- a) co-insurance, if it was a contract between the policyholder and the insurer represented by several leading insurer and undertook to the policyholder to pay a single premium
- b) co-insurance, does not exceed the sum insured value of the sums insured or the insured property does not exceed the sum of the indemnity limit the actual amount of damages, or
- c) multiple insurance exceeds the sum of insurance premiums or property insured value exceeds the sum of the indemnity limit the actual amount of damages.

## § 2817

### Co-insurance

(1) If the agreed co-leading insurer specified in the contract conditions and the amount of insurance premiums, co-administered, takes notice of the claim and leads investigations necessary to determine the extent of the obligation of insurers to provide insurance benefits and to that extent acting on behalf of other insurers. Unless agreed way of premium income, the Chief Executive of insurer and insured.

(2) The co-insurance contract is concluded between a policyholder and an insurer or more who have agreed a common approach for insurance of certain insurance risks, and on behalf of all insurers, and determine the lead insurer, or the performance of its mandated responsibilities to the joint body created this purpose, a qualified insurance agent or by any other law for the higher level of professional competence.

(3) The right to indemnification shall apply to the leading insurer. Insurers to deal among themselves according to their shares, the shares were arrangements are that they are the same.

(4) The liquidation of the insurer's insurance obligations arising from the co-insurance as well as fulfill their obligations under other pojištění ujednaných by the insurer.

(5) Disregard for the arrangements that deviate from paragraphs 1 to 4, even when any of the participating insurers through coinsurance business network based in the location of the insurer or through its subsidiaries, which are located in the territory of another Member State of the European Union or Member State of the European Economic Area other than the State of the insurer, or if there is a risk premium in any of these States and the Czech Republic. This does not apply to insurance of large risks under another law regulating insurance.

## § 2818

### Multiple Insurance



(1) arises when multiple insurance policy holder shall without undue delay any notification, the insurer and other insurers and the insured amount or indemnity limits agreed in the other treaties.

(2) The insurer, which was first reported as an insurer, provides insurance coverage to an amount or limit of insurance benefits negotiated in the contract which bound them, and shall notify it without delay to the other insurers, which he had learned. This does not affect the right of beneficiaries to demand indemnity of up to compensate for the loss of assets to other insurers if the sum insured or limit of indemnity provisions in the Contract with the first insurer is insufficient to compensate for the loss of property arising from the claims.

(3) Insurers settled in proportion as they are themselves insured amount or indemnity limits agreed in the contracts, which are bound with regard to insurance payments provided pursuant to paragraph 2, second sentence.

#### § 2819

##### Rescue costs

(1) expended if the policyholder is effectively the costs of averting imminent claims to mitigate the consequences of an insured event occurring, or because they fulfill the obligation to eliminate pojištěný damaged property or its remnants of hygiene, environmental or safety reasons, the insurer has a right to compensation as well as for damages, which in connection with this activity suffered.

(2) Disregard for the arrangements by which the insurer in relation to compensation under paragraph 1 shall reserve the right to

- a) reduce the amount of insurance for them or limit of indemnity,
- b) limit is less than 30% of the sum insured or limit of indemnity in case of saving life or health, or
- c) limit is incurred if the policyholder rescue costs with the consent of the insurer, even though they is not otherwise required.

(3) expended rescue costs if the insured or other person in addition to other obligations provided by law, against the insurer has the same right to compensation as a policyholder.

#### § 2820

##### Move right to the insurer

(1) arose in the context of the impending event or an insured person who is entitled to insurance benefits, the insured or a person who has made rescue costs, against any right to compensation or

other similar law, passed this claim, including accessories, ensuring and other rights associated with it at the time of payment of insurance benefits from the insurer up to the amount of indemnity, the insurer paid to the beneficiary. This is not, came to this person a right to the person who lives with her in the same household or his dependents, unless intentionally caused the insured event.

(2) A person whose right to the insurer passed, the insurer will issue the necessary documents and tells him everything that is needed for the claim. Forfeits the right to go to the insurer, the insurer has the right to reduce the benefits of insurance to the amount that would otherwise have obtained. It gave the performance of the insurer no longer be entitled to compensation up to this amount.

### Subsection 3

#### Agreed sum pojištění

##### § 2821

Agreed sum pojištění obliges the insurer to provide insurance in case of a single event or repeated indemnity in the named range. The basis for determining the amount of premiums and to calculate the indemnity amount to the policyholder by the insurer in the event of claims paid or the amount and frequency of payment of retirement.

##### § 2822

The right to claim on insurance is not affected obnosového right to damages or other right against any person who is required to replace the damage.

##### § 2823

When obnosového of insurance is entitled to reduce the insurance period, the surrender and renewal of insurance for the reduction of the sum insured, the annuity reduction or shortening of the insurance period, the Agreements are in the contract does not create such a right if this law directly.

### Subsection 4

#### General provisions on life insurance

#### § 2824

(1) The insurance of a person can be insured in case of death, survival to a certain age or the date specified in the contract as the end of insurance against sickness, accident or other circumstances related to health or change the personal status of the insured person.

(2) Insurance of persons based person designated in the contract right to payment of the agreed sum or income or the right to indemnity in the amount specified, in case of an insured event under paragraph 1

#### § 2825

It was agreed to insurance against incapacity for work and if the contract does not state a clear indication of the nature and extent of disability to which the insurance applies, shall be deemed named insured's insurance against the inability to perform his usual occupation.

#### § 2826

(1) If the policyholder concludes a contract in favor obmyšleného requires the approval of the contract and the insured. To be a descendant of the insured policyholder who is not fully enjoys the full rights to require special approval if the policyholder himself the legal representative of the insured.

(2) If required by the consent of the insured or his legal representative, and unless the policyholder named in the agreement period, or within three months from the date of the contract, the insurance that period expires. Occurs at this time if an insured event, without the consent was given, become entitled to insurance benefits the insured, if the insured event is the death of the insured shall become the right of a person referred to in § 2831st

(3) The consent referred to in paragraph 1 shall be required for obmyšleného change, change in shares outstanding claims, it has been determined more obmyšlených, and payment of the surrender, unless approval is granted, disregarded.

#### § 2827

Group insurance

(1) When covered by insurance to members of certain groups, as appropriate, their families and those dependent on them, the contract does not contain the names of the insured, the insured if it can be determined without doubt, at least at the time of claim.

(2) The consent of the insured under § 2826 is not required. This applies, forward contract if the policyholder.

(3) Violation of the obligation to truthfully and completely answer the questions the insurer intervenes only in insurance group insurance of persons affected by the breach of this obligation applies.

#### § 2828

(1) Where, for the reasons related to the determination of the amount of insurance risk, the premium or insurance claim investigation, the insurer may require data on health status and health condition or determine the cause of death of the insured unless the insurer was authorized by the insured. Surveys are conducted on the basis of reports and medical records requested by a person operating a medical facility, commissioned by the insurer from treating physicians and, if necessary, inspection or examination made by the medical establishment.

(2) If it was agreed that the policyholder is not required to pay the premium, the insurer may request information about his medical condition and the consent of the policyholder to review the way his health under paragraph 1

#### § 2829

If the insured event is the death of the insured, the policyholder can determine who is the appointed person, name or his relationship to the insured. Until the occurrence of an insured event the policyholder may change obmyšleného; change is effective on the date the notification is received by insurers.

#### § 2830

(1) Determine if the policyholder as obmyšleného her husband and if it was agreed that the designation is irrevocable, its effects disappear divorce or marriage annulment.

(2) Determine if the policyholder obmyšleného as an ancestor or descendant, and if it was agreed that the designation is irrevocable, the effects of the adoption expire obmyšleného or policyholder.

This is true even if it was irrevocably determined to beneficiaries pojistníkův osvojenec or adoptive parent and the adoption was annulled.

#### § 2831

(1) Unless the claim at the time appointed person designated or appointed person has not acquired the right to indemnity, that right becomes the husband of the insured, and if not him, children of the insured.

(2) If the person referred to in paragraph 1, acquire the right to indemnification of the insured parents, and if not them, take this right heirs of the insured. The provisions on the protection of legitimate heirs, without prejudice.

(3) If a right to insurance benefits to more people, it is considered that their interests are the same.

#### § 2832

(1) Beneficiary becomes entitled to indemnification claims emergence. As long as the appointed person shall not take, the policyholder may freely dispose of the rights of insurance, especially to stop or move, and change the designation of the person obmyšleného. If it is not a pension insurance, is required to change obmyšleného consent of the insurer, or insurer is not bound by the change.

(2) If the insured person is different from the policyholder is required to conduct a legal agreement under paragraph 1 of the insured, or to disregard them.

#### Subsection 5

#### Life Insurance

#### § 2833

Life insurance in case of death, survival to a certain age or the date specified as the end of the contract of insurance or against any other facts concerning the personal situation changes a person can only negotiate insurance as agreed sum.

#### § 2834

(1) Determine if the insurer wrongly insured, the insurance period for payment of premiums or the sum insured because the policyholder incorrectly stated the date of birth or sex of the insured, the insurer has the right to reduce the insurance benefit in proportion to the premiums that were paid, the amount of premium, that would be paid if the policyholder has been used to indicate the date of birth or sex of the insured properly.

(2) If as a result of incorrectly listed under paragraph 1 paid a higher premium, the insurer shall adjust the amount of premiums from the insurance period following the period in which to learn the correct information. Premiums paid for insurance next year is reduced by the overpayment of premiums; if it was a single premium, the insurer will return the excess policyholder without undue delay.

#### § 2835

If it was specified the incorrect date of birth of the insured, the insurer has the right to cancel the contract if it shows that due to insurance conditions applicable at the time the contract is not concluded. If the insurer does not claim the right to withdraw from the contract during the life of the insured and within three years from the date of the contract, but no later than two months after the incorrect information learned his right lapses.

#### § 2836

If the insured dies and the appointed person at the same time or in circumstances that prevent the finding of them died first, it is for insurance purposes as determined that the insured survived obmyšleného. He died but if insured, without the right to performance of acquired entities listed in § 2829 and 2830, is considered for these purposes, found that the appointed person survive the insured.

#### § 2837

##### Exclusion from insurance

The insurer is not obligated to provide indemnification in the event of suicide of the insured, the insurance lasted continuously for less than two years preceding the suicide.

Reducing the amount of insurance, annuity reduction

and shortening of the insurance period

§ 2838

(1) If the insurance premium paid for the current period specified in the contract and failing after that the next regular premium paid by the deadline, such as insurance, the insurance sum insured is reduced (reduction of the sum insured) or reduced annual income, without having to pay regular premiums.

(2) If the reduced sum insured or a reduced annual pension is less than the limit named in the contract, shorten the period of insurance.

§ 2839

To reduce the amount of insurance, annuity reduction or to reduce the insurance period is the first day after the deadline, which would otherwise end terminated for non-payment of insurance premiums.

§ 2840

The policyholder may require the reduced sum assured or the amount of annual income back to the original amount, only if it has been explicitly agreed. The same applies for an extension of the insurance period shortened the original length.

§ 2841

If there was insurance in case of death agreed on the exact time specified for the current premium, there is no non-payment of premiums the right to reduce the sum insured, lower annual income, or shorten the time and insurance premiums for non-payment of premiums ceases.

Surrender

§ 2842

(1) If the life insurance arrangements with the current premium paid premiums for at least two years, or in the case of single premium insurance agreed for a period longer than one year, or in the

case of insurance at a reduced sum insured, the policyholder has the right, excluded by the contract to him at his request, the insurer paid a surrender. Surrender is payable within three months of receipt of the request for payment of the insurer, payment of surrender value of insurance expires.

(2) If a policyholder when an insurer for the insurance of communication, how much was the amount of surrender, the insurer shall communicate it to him within one month from the date of receipt of the application including the calculation of surrender.

#### § 2843

For insurance against death negotiated on exactly this period, be entitled to surrender only if it has been explicitly agreed. The same applies to insurance, from which the pension is paid, if it has already paid income.

#### Subsection 6

#### Accident Insurance

#### § 2844

The insurer provides accident insurance indemnity in the amount agreed in the contract, if there has been an accident of the insured.

#### § 2845

The insurer has the right to refuse to provide indemnity in case of an accident the insured person in connection with the offense for which the insured was found guilty of willful criminal offense or who have intentionally harmed health.

#### § 2846

(1) The insurer has the right to reduce insurance benefits for up to one half, in case of an injury due to the fact that the victim ingested alcohol ingested or addictive substance or product containing such a substance, where justified by the circumstances under which the accident occurred. He however, if such injury results in death of the victim, the insurer has the right to reduce insurance



benefits only if it has an accident in connection with an act of the victim, which caused another serious injury or death.

(2) The right referred to in paragraph 1, the insurer does not have contained the alcohol or drug, a drug that insured enjoyed in a way that the insured prescribed by a physician, and if the insured was not a doctor or the drug manufacturer warned that at the time a drug can not perform an activity in which resulting in injury.

#### Subsection 7

#### Insurance against sickness

#### § 2847

In case of sickness insurance the insurer pays the insured to the beneficiary named in the range of costs or the amount agreed to health care resulting from illness or disability and the acts associated with the health of the insured, especially with disease, trauma, pregnancy and preventive care or dispensary or other matters related to health of the insured.

#### § 2848

If the subject of an agreement waiting time can be determined by the maximum duration of three months for delivery, psychotherapy, dental and orthopedic prostheses to eight months and in case of nursing care within three years from the date of the insurance.

#### Subsection 8

#### Property Insurance

#### § 2849

If the subject of an agreement with property insurance insurance value, insurance value represents the market value of which has property at the time, which is determined by its value.

#### § 2850

(1) If the insured public thing, the insurance covers all the things that matter belong to the public when the risk materializes. The provisions of the insurance amount or limit of indemnity of the insured value of underinsurance and přepojištění apply to the whole public thing. When covered by insurance for a few bulk goods, determine the sum insured or limit of indemnity for each file separately.

(2) If the insured group of things, paragraph 1 shall apply mutatis mutandis.

#### § 2851

(1) If the insured event property damaged or destroyed, shall refrain from any person who is entitled to indemnification, repair damaged property or remove debris of the destroyed property, until the insurer without accepting it. If the subject of an agreement period, to whose end is to express an insurer, this obligation shall expire no later than the expiry of this period, if no agreement, this obligation shall cease, except where the insurer at the time appropriate to the circumstances of the case.

(2) Paragraph 1 shall not apply if it is necessary to begin to repair the property or removing debris before it for reasons of safety, health or the environment or from another cause.

#### § 2852

(1) If, after the event, of which he is claiming the right to indemnity, the policyholder or other beneficiary that it has found a lost or stolen property, which refers to this event, it shall notify without undue delay. The property is not found, however, if

- a) disposed of his tenure and can not be at all to recover, or if it can be achieved only with unreasonable difficulty or expense or
- b) the case has been damaged to such an extent that it ceased to exist as such, or it can be repaired only with disproportionate costs.

(2) gave the insurer after the insurance claim insurance benefits, it does not pass the title to insured property, but has the right to the issue of what the insurance benefits provided. Beneficiaries may deduct expenses reasonably incurred for the removal of defects arising in the time it was deprived of the opportunity to dispose of the property.

#### § 2853

Přepojištění

(1) exceeds the sum insured if the insured value of the insured property, the insurer and the policyholder is entitled to propose to the other side to the sum insured is reduced while the relative reduction in insurance premiums for the next period following the change. Unless the party proposal within one month from the date of its receipt, insurance expires.

(2) exceeds the sum insured if the insured value of insured property and was agreed by the single premium, the insurer has the right to seek reduction of the sum insured under the condition that it will be proportionately reduced and premiums, and the policyholder has the right to seek a reduction in premiums under the condition that will be reduced proportionately and the sum insured.

#### § 2854

##### Underinsurance

If the sum insured at the time of claim is less than insured value of the property insured, the insurer will reduce the insurance benefit in the same proportion as the sum insured to the actual amount of the insured value of insured property, this does not apply if the parties ujednají that a claim reduced not.

#### § 2855

##### Special Provisions

If agreed insurance of human tissues or organs for transplantation by another law, or human blood or its components collected for the manufacture of blood products and for use in humans according to another law, the provisions of § 2849 to 2854 accordingly. This is true even if the insured person after the death of his body or its separate parts.

#### Subsection 9

##### Legal expenses insurance

#### § 2856

(1) of the legal expenses insurance, the insurer undertakes to pay the agreed scope of the insured costs associated with the exercise of his rights and to provide related services.

(2) If the insurance legal protection stipulated in a contract for more insurance risk (pooled insurance contract), the arrangements in force, referred to in separate parts of the contract, where the

content and scope of the Agreements legal expenses, as well as the premium for legal expenses insurance.

(3) Legal expenses insurance may negotiate only as insurance against loss.

#### § 2857

The arrangements restricting the freedom to choose a representative of the insured shall be disregarded.

#### § 2858

The insurer shall ensure that

- a) none of its employees, authorized to handle the rights of legal expenses insurance and legal advice in the insurance sector, while not carried out similar activities in other insurance sectors operated by the insurer, that insurance contract entered into legal protection, this applies even if the operating this activity in a similar class of insurance other non-life insurer that is in relation to the insurer that has contracted for legal expenses, controlling or controlled person,
- b) dealing with the rights of a person engaged in insurance from the insurer an independent, listed in the contract, or
- c) the person had when the right to insurance benefits to choose representatives to protect their interests.

#### § 2859

(1) The insurer is obliged to conclude a contract with the policyholder to arbitrators for settlement of disputes arising from legal expenses, if the policyholder requests. The right to seek arbitration agreement must be in the insurance contract the policyholder notified.

(2) If the insurer and the policyholder in resolving contentious issues of conflict of interest or disagreement with the settlement of such matters, the insurer obligation to inform the policyholder of his or her right under paragraph 1 and the possibility to resolve disputes by arbitration.

#### § 2860

The provisions of § 2857 to 2859 shall not be used

- a) legal expenses relating to the operation of ships or insurance risks arising in connection with this operation,
- b) representing the insured, if such activities are carried out simultaneously in their own interest in the insurer's liability insurance, and
- c) legal expenses insurance provided by insurers to insurance as a supplement to help people who get into difficulties while traveling or while away from their place of residence.

#### Subsection 10

#### Liability insurance

#### § 2861

(1) The liability insurance, the insured has the right to an insurer for him in the event of a claim to replace the injured party damage, or harm another even to the extent and in the amount designated by law or by contract, was an obligation to compensate the insured.

(2) the injured party shall be entitled to payment against the insurer only if it has been agreed, or if so stipulated by another law.

(3) Insurance can negotiate only as insurance against loss.

#### § 2862

(1) The insured shall, without undue delay, the insurer of the loss event, the fact that the victim against him has exercised a right to compensation and expressed its obligation to compensate the damage, or injury to claim compensation and its amount.

(2) The insured shall notify the insurer without delay and that was against him in relation to insurance claim brought before the public authority or arbitration, he also tells who is his legal representative and shall advise the insurer on the course and outcome of the proceedings. In proceedings of the refund procedure insured in accordance with the instructions of the insurer, the insured shall pay the cost the insurer.

#### § 2863

The insurer has the right of the insured event as vermin to discuss when it was announced. The insurer has the right to require the claimant to the information specified in § 2777 paragraph 3

#### § 2864

The insurer has the right to determine the harmful event survey data on health status or cause of death of the victim, if he grants to the victim or other person authorized to consent; § 2828 shall apply *mutatis mutandis*.

#### § 2865

(1) Unless the agreement to the limit of indemnity, the insurer pays damages to the victim or any other damage in full. Replaced the insured damage or injury covered by insurance, the insurer is entitled to compensation up to the level to which it would otherwise be obliged to fulfill the insurer to the victim.

(2) negotiate with the insurer if the victims, by providing, in the case law of the nature of being refilled, such as in particular the right to compensation for loss of earnings or the cost of feeding the survivors' lump sum refund in the amount determined using actuarial methods one-time payment to settle all this has created and future rights. Such agreement shall require the consent of the insured. If he can not be insured grant such consent is not needed.

#### § 2866

(1) caused the insured event varmint under the influence of alcohol or the use of an addictive substance or product containing such a substance, the insurer has against him the right to pay what for him filled.

(2) The right referred to in paragraph 1, the insurer does not have contained the alcohol or drug, a drug that insured enjoyed in a way that the insured prescribed by a physician, and did not inform the doctor or the manufacturer of the drug the victim at the time a drug can not perform an activity in which damage event caused.

#### § 2867

If the insurance relates to property law and unless expressly agreed that the insurance change of ownership or ownership shall not cease insurance lapse date of notification of this change insurers.

#### Subsection 11

#### Credit insurance or guarantees

#### § 2868

(1) Loan insurance is agreed to protect the property against the consequences which may arise in arrears insured funds provided by the debtor.

(2) Insurance is agreed to guarantee a transaction of a guarantee obligation of the insured, forfeiture of bond or security, or performance of the bond or security deposit or other similar negotiated reason.

(3) Insurance or loan guarantees can negotiate only as insurance against loss.

#### § 2869

A failure by the person who created the right to insurance benefits, the insurer of the loss event within the period agreed in the contract, the court entitled to indemnification admits he will say when the insurer late notice incident.

#### § 2870

Credit insurance with state support is governed by this law and the law governing insurance and financing exports with state support.

#### Subsection 12

#### Financial loss insurance

#### § 2871

(1) The insurance of financial losses are incurred, arising from an insured event or loss of profits or other financial losses identified in the contract.

(2) Insurance can negotiate a financial loss as insurance against loss or agreed sum.

## § 2872

### Insurance of large risks insurance

(1) The insurance if the insurer is a large risk premium in non-life insurance under another law regulating insurance, it is possible to derogate from any provision of this section in favor of any party, if required by the purpose and nature of insurance.

(2) Insurance premiums of large risks can negotiate only as insurance against loss.

## Section 3

### Bet, play a lot

#### Subsection 1

##### Bet

## § 2873

### Basic Provisions

(1) bet at least one to the other party undertakes to carry out a win, if it appears incorrect claims about the reality shows or parties unknown to the other side of the argument about the event right.

(2) If a party whose claim proves true, certainty about the outcome and if it withholds the other hand, the bet is void.

## § 2874

If no match exists, it can not enforce the winning side.

## § 2875



She was given the win, the losing party can not be recovered. This does not apply if the losing party was obviously a person with insufficient mental or intellectual abilities.

§ 2876

If the win given the circumstances of the case and the status and capacity of the Parties manifestly excessive, the court may on a proposal from the losing party be reduced accordingly.

§ 2877

We can not enforce a claim of loans or credit granted to deliberately stake. This does not apply if the lease has given a loan or a person with insufficient mental or intellectual abilities.

§ 2878

The claim of bets or lease or loan provided to knowingly bet you can not recover, can not be properly secured. If the debt has been a corresponding asset recognized to account for it.

§ 2879

The provisions of the bet shall not apply if it was in connection with business agreed by the Parties contract for the supply of movable so that the case should not be delivered, but to be paid only the difference between the agreed price and the market price at the time of delivery. This is true even if no delivery of the contract directly eliminated, but the conditions that must be known to the parties, it is clear that the parties are just about getting such a difference.

§ 2880

The provisions of the bet shall not apply if the contract was entered into on a commodity exchange, in a regulated market, multilateral trading system, or if it is a contract between entrepreneurs and the object is an investment instrument under the law governing business in the capital market.

Subsection 2

Game

§ 2881

About the game, the provisions of the bet accordingly; if it is not only a game requiring skill or physical exercise both sides, the provisions of § bet only the 2875th

Subsection 3

Lot

§ 2882

A lot at stake, the provisions of the analogy. This provision shall not apply if it is to be decided by lot dispute split common cause, or decided to vote.

Subsection 4

Common provisions

§ 2883

Provisions relating to unenforceability claims of betting, gaming or lot and provisions on jurisdiction to reduce the prize shall not apply to claims of betting, gaming or lotteries operated by the State or subject to official authorization.

Part 16

Liabilities arising from the infringement of one person

Section 1

The public promise

Subsection 1

## The promise of rewards

### § 2884

The promise of a reward for performance made against a person committed an unspecified *přislubujícího* when the promise was publicly announced.

### § 2885

(1) has not been waived if the promise of public *přislubující* appeal rights may be revoked prior to exercise in the same form in which the promise was made public, if not possible, then in the form just as effective.

(2) An appeal is not effective against the person in power has been with respect to a public promise made, if at the time of the appeal did not even have to know.

### § 2886

(1) fulfills the conditions of public promise of several persons entitled to remuneration to the person who carried out the first performance, unless a public commitment from the other will *přislubujícího* follows.

(2) fulfills the conditions of public commitment several people at once, split between *přislubující* reward them equally, unless the public follows the other will promise *přislubujícího*.

(3) Paragraph 2 shall not prevent an agreement remunerated on a different distribution fees, and failing such agreement, remunerated the right of each such request to the other part of the remuneration to the ratio in which they contributed to the result obtained.

## Subsection 2

### Notice of price

### § 2887

(1) promises to pay the price for the call for the best possible performance, the public promise of valid state if it is also time that can compete on price.

(2) Unless otherwise provided, the opening price of provisions on the promise of rewards.

#### § 2888

(1) Notice of prices may be revoked only for serious reasons.

(2) appealed to příslibující call for price adequately compensate those who appeal against the conditions of public commitment at least partially fulfilled. Notification of this right shall příslibující in the appeal, if done so already at a call price.

#### § 2889

Nor does the příslibující prices for the invitation, who will assess the conditions of public commitment and by what criteria and by whom and in what time will the valuation, assess and evaluate the conditions příslibující itself.

### Section 2

#### Indemnification

#### § 2890

Indemnities are promises the recipient agrees to reimburse the promise damage if it arises out of an act for which he asks and promises which the recipient is not obliged to promise.

#### § 2891

(1) The obligation arises promising delivery of a statement promising recipients promise.

(2) recipient of the promise held negotiations on the promise which he asks if only committed to him.

#### § 2892

Promising to pay the costs and any damage incurred by the beneficiary promise in connection with the conduct by which it requested promising.

§ 2893

The recipient shall make oath bill promising time for such measures to the extent of damage to a minimum.

TITLE III  
TORT OBLIGATIONS

Part 1

Compensation for the material and non-pecuniary damage

Section 1

Basic Provisions

§ 2894

(1) Obligation to compensate for harm to another always involves the obligation to compensate for damage to property (damage).

(2) Unless the obligation to atone for other non-pecuniary damage expressly agreed, affects the pest, but if this is provided separately by law. In such cases, the obligation to make reparation by providing non-pecuniary damage assessed by analogy with the provisions of the obligation to pay damages.

§ 2895

Pest is obligated to pay damages regardless of their culpability in cases specifically provided by law.

§ 2896

If someone announces that its obligation to compensate for damage to other parties excludes or limits, to disregard it. Will do, if not even before the injury may be considered as a notice warning of danger.

§ 2897

Waives the right of anyone to claim damages for the land and the waiver is entered into the public list, it looks even against subsequent owners.

§ 2898

Disregard any arrangement that precludes or limits the obligation to compensate damage caused by man to his natural rights, or caused intentionally or through gross negligence, account shall be taken to an arrangement that precludes or limits the right of the weaker party to compensation for any injury. In these cases, the right to compensation can not be validly surrender.

§ 2899

Who took the risk themselves victims, though he did so under such circumstances, it can be considered imprudent, did not relinquish the right to compensation against the person who caused the injury.

Prevention

§ 2900

However, if the circumstances of the case or practice of private life, everyone is obliged to behave in their actions so as to avoid unreasonable harm to freedom, life, health or property of another.

§ 2901

However, if the circumstances of the case or practice of private life, has a duty to intervene to protect each other, who created a dangerous situation or who has control over it, or if justified by the nature of the relationship between the parties. The same duty is one who can according to their abilities and skills easily avert harm that he knows or should know that the impending severity clearly exceeds what is needed to make the treatment.

#### § 2902

Who violated the legal duty, or who may and has to know that it breaks, it shall notify without undue delay, of which it can damage incurred, and it highlights the possible consequences. Fulfill the reporting obligation is not entitled to compensation for damage the damage that could prevent the notification.

#### § 2903

(1) does not intervene if the person who threatens to harm, to prevent its occurrence in a manner appropriate circumstances, bears from her, what could prevent it.

(2) A serious threat to endangered may request the court to impose appropriate and reasonable measures to avert imminent harm.

#### § 2904

##### Coincidence

Injury caused by accident replace the one who gave her the chance to blame the initiative, particularly by violating an order or damaged equipment to prevent accidental injury.

#### § 2905

##### Necessary defense

Who turns away from himself or from another ongoing or imminent unlawful attack and cause damage while the attacker is not required for compensation. This does not apply where it appears that there is contested because of its circumstances or only slight damage defense is clearly inadequate, especially given the seriousness of the injury caused by the diversion forward attack.

## § 2906

### Destitution

Who turns away from each other or directly from the danger of injury is not required to compensate for damage caused by this, unless under the circumstances, to avert the danger or otherwise does not cause the result is clearly just as serious or more serious than the injury that is threatened unless the property and without a hearing in need succumbed destruction. This does not apply, caused a danger itself, acting through their own fault.

## § 2907

In assessing whether someone acted in self defense, or in extreme distress, also regard to omluvitelnému excitement of mind, who averted an attack or other hazards.

## § 2908

Who averted the impending injury, is entitled to reimbursement of expenses reasonably incurred and compensation for injury suffered while even against it, in which he has acted most in a reasonable but what away.

## Section 2

### The obligation to pay damages

#### Subsection 1

##### General Provisions

## § 2909

### Breach of good manners



Pest that causes damage to the victim willful breach of good manners, he is obliged to replace it, but if performed right, the pest damage must be replaced, just watching as the main purpose of injury to another.

#### § 2910

##### Violation of Law

Pest, which violates the self-inflicted obligation imposed by law and thus affects the absolute right of the injured party will replace the injured, what caused it. The duty to compensate arises and pests, which interferes with the rights of another victim culpably breach of statutory duty set out to protect such rights.

#### Presumption of negligence

#### § 2911

If the pest causes damage to the victim violation of legal obligations, it is considered that the damage resulted from negligence.

#### § 2912

(1) Except where the pest, how can the average person in the private property relations reasonably be expected, it is understood that he was acting recklessly.

(2) Can the pest show special knowledge, skill or diligence, or to undertake the activities for which the special knowledge, skill or diligence needed and does not apply to these special properties, it is understood that he was acting recklessly .

#### § 2913

##### Violation of contractual obligations

(1) Where a party breaches an obligation under the contract, damages resulting from the other side or even a person, whose interest was apparently fulfill the obligations agreed to serve.

(2) Obligations to reimburse the pest relieved, if he proves that he fulfill the obligations under the contract temporarily or permanently prevented emergency unpredictable and insurmountable obstacle

arising beyond its control. The obstacle arising from pest or personal circumstances created until the time the pest with the fulfillment of agreed obligations is late or obstacle which was required under the contract pest to overcome, but it relieves them of the obligation to compensate.

#### § 2914

Who in their work used an agent, employee or other assistant, damages caused by him as if he caused it. He promised, however, if someone in the performance of another person perform an activity independently, it is not a helper, if it, this other person nepečlivě chose him or inadequately supervised, is responsible for fulfilling its obligations to pay damages.

#### Damage caused by several persons

#### § 2915

(1) When bound to replace several pests, damages jointly and severally, if any of the other pests obliged by law to refund up to certain levels, is bound with other pests, jointly and severally in this range. This is true even if more people commit unlawful acts separate, each of which could cause a harmful effect with a probability approaching certainty, and can not determine which person caused the damage.

(2) Where, for the reasons worthy of special consideration, the court may decide that the pest damages according to their participation in harmful consequences, can not be accurately determined participation, taking into consideration the degree of probability. Thus you can not decide if any pest was knowingly involved in causing damage to other pest or encouraged or supported, or may be attributed to the damage each pest, though acting independently, or if you pay for damage caused by pests and help was an obligation to reimburse the assistant.

#### § 2916

Who is obligated to pay damages jointly and severally with other deal with them according participate in causing the damage.

#### § 2917

Who is obligated to pay damages caused by another person, the penalty against her.

## § 2918

If the damage was created or increased if the result of circumstances that are added to the victim, pest obligation to pay damages shall be reduced proportionately. Participate However, if the circumstances are borne by one party or the other, only negligible damage to the way the damage Sunday.

## § 2919

Enriched to the detriment of the pest damaged or unlawful act on the basis of other factors that caused the damage, the pests and enrich the limitation on the rights of the victim damages unreasonable. Forfeited if the victim is entitled to damages, the injured party may demand that he issued a pest, as acquired under the provisions of unjust enrichment.

### Subsection 2

#### Special Provisions

Damage caused by the one who can judge

consequences of their actions

## § 2920

(1) A minor who has not acquired full incapacitation, or one who is suffering from a mental disorder, it will replace the damage caused, if the eligible control their behavior and assess its consequences, the victim is entitled to compensation for damage even if it did not prevent the pest from friendliness to him .

(2) If a minor who has not acquired full incapacitation, or one who is suffering from a mental disorder, capable to control their behavior and assess its consequences, the injured party the right to compensation if it is equitable with respect to wealth and pest damaged .

## § 2921

Jointly and severally with pest damage and the one above him who has neglected proper supervision. If the pest is obliged to replace, replacing the injured party damages those who control the pest zanedbal.

#### § 2922

Who shall have painted in such a state that is unable to control his conduct or evaluate its consequences, damages caused by this condition. Jointly and severally with it damages those who by their own fault they brought into this state.

#### § 2923

##### Damage caused by a person with dangerous properties

Who is the person knowingly takes dangerous properties so that it needs without the need to provide shelter or entrusted to it by a certain activity, whether at home, premises or any other similar place, replace jointly and severally with the damage caused in such a place, or in this activity someone else dangerous nature of such person.

#### § 2924

##### Damage from operating activities

Who operates the plant or other facility used for employment, for damages resulting from service, whether it was caused by its own operational activities, objects used in the activity or influence of the surroundings. Obligations shall be relieved if evidence of having taken any care which may reasonably require in order to prevent the damage.

#### § 2925

##### Damage caused by a particularly hazardous

(1) Whoever operates a plant or other equipment especially dangerous, for damages caused by the source of increased danger, the operation is particularly dangerous, can not be reasonably ruled out in advance the possibility of serious damage by the exercise of due care. Otherwise, the obligation to relieve, if he proves that the damage caused by external force majeure or her own actions caused the victim or unavoidable act of a third party; ujednají if other grounds for exemption, to disregard it.

(2) If the circumstances evident that the operation significantly increased the likelihood of damage, although may reasonably point to other possible causes, the court commits the operator to pay damages to the extent that corresponds to the probability of damage caused by the operation.

(3) It is understood that the operation is particularly dangerous if the factory operates the way or if it is in similarly explosive or hazardous substance used or dealt with it.

#### § 2926

##### Damage to immovable property

Who, though justified, or secures the work, which is causing damage to other immovable property or real estate which is holding things considerably more difficult or impossible, for damages resulting from that.

##### Damage from service vehicles

#### § 2927

(1) Whoever operates a transport damages caused by the specific nature of this operation. The same obligation as any other operator of the vehicle, vessel or aircraft, unless such vehicle is powered by human power.

(2) payment of compensation can not relieve the operator, if the damage was caused by circumstances which have their origin in the operation. Otherwise exempt, if he proves that the damage could not have avoided even with all effort, which may be required.

#### § 2928

If the vehicle under repair is considered the operator of the person who took the vehicle to be repaired.

#### § 2929

Instead of the operator for damages a person who uses the means of transport without the knowledge or against the will of the operator. The operator of damages jointly and severally with him, unless such use vehicle negligently allowed.

§ 2930

If the operator can not determine true that he is the owner of the vehicle.

§ 2931

If the damage arose in the case is stolen or lost, the operator replaces the damage only if the injured party is not a matter to cherish.

§ 2932

If the clash of two or more operators, and if it is a settlement between operators, operators are settled according to their participation on the damages.

Damage caused by animals

§ 2933

Causes damage to the animal, replacing it with its owner, whether it was under his supervision or under the supervision of a person, an animal owner who confessed or has strayed or escaped. The person entrusted by the animal or the animal kept or used otherwise, for damages caused by animals, jointly and severally with the owner.

§ 2934

It serves the pet owner to the profession or the profession or livelihood, or to serve as an assistant for a disabled person, shall waive the obligation to compensate the owner, if he proves that the negligent supervision of animal care needed, or that the damage was also expending the necessary diligence. Under the same conditions, the obligation to compensate and relieve the person who gave the owner of the animal.

§ 2935

(1) removed the third party if arbitrary animal owner or person entrusted by the owner of the animal, replacing third party damage caused by the animal itself, shown by the owner or person entrusted by the owner of an animal that could not reasonably avoid withdrawal, otherwise jointly and severally with them.

(2) arbitrary withdrawn creature who can not be exempt from the obligation to spare.

#### Damage caused by things

##### § 2936

Who is required to meet anyone and anything used in the defective thing, for damages caused by a defect case. This also applies to the provision of medical, social, health and other biological services.

##### § 2937

(1) causes damage to the thing itself, damages the person on top of things should have oversight, unless such person or to determine true that she is the owner of things. Who shows that neglected proper supervision, shall waive the obligation to spare.

(2) It caused the damage by dropping or throwing the case out of the room or similar place, damages jointly and severally with the person who is obliged to reimburse under paragraph 1, the person who uses such a place, and can not be ascertained, the owner immovable assets.

##### § 2938

(1) The collapse of the building or its seclusion as a result of defects in a building or buildings will replace inadequate maintenance of the owner of the damage caused.

(2) jointly and severally liable with the previous owner paid damages, if the damage has been caused by a lack incurred for the duration of his ownership, to which the successor did not warn, and there has been a detriment to the year of termination of its ownership. This does not apply in the case of such failure, which successor must have known.

#### Damage caused by a defective product

#### § 2939

(1) damage caused by movable property intended to be marketed as a product for sale, lease or other disposal will replace the one product or component is manufactured, mined, grown or otherwise acquired, jointly and severally, and with it the person who product or part called his name, trademark or other means.

(2) jointly and severally with the persons referred to in paragraph 1 shall be borne by the damage and the one who brought the product to its marketing in their business.

(3) damage to property caused by a defective product shall be paid only the amount exceeding the amount calculated from 500 EUR exchange rates published by the Czech National Bank on the day in which the damage occurred, unless this date is known, then the day when the damage was detected .

#### § 2940

(1) If a manufacturer can not be determined under § 2939, damages and any supplier, if the injured party to exercise the right to compensation within one month not disclose who or who is the manufacturer of the product he said.

(2) If it is an imported product, then each contractor damages, even if the manufacturer is known, if the injured party within a period not disclose who the importer.

#### § 2941

(1) The product is in accordance with § 2939 is defective, if not as safe from him as it may reasonably be expected with regard to all circumstances, especially the way the product is placed or offered to the intended purpose, which is the product serve, as well as with regard to the time when the product was marketed.

(2) The product can not be considered defective only because it was later marketed the product better.

#### § 2942



(1) Obligations to compensate for damage caused by a product released from the pest, but if he proves that the damage resulted from damaged or the person for whose act corresponds damaged.

(2) Obligations to pay compensation to such person also exempt if it shows that

- a) the product on the market did not,
- b) can reasonably be expected taking into account all the circumstances, that the defect existed when the product was launched, or that occurred later,
- c) the product is not manufactured for sale or other use for business purposes or that the product is made or not spread in the course of its business,
- d) the defect is due to the performance of those provisions of law which are binding for the manufacturer, or
- e) the state of scientific and technical knowledge at the time when he put the product on the market did not allow to determine the defect.

(3) Who made part of the product released from the obligation to pay compensation if it shows that the defect caused the product design, in which the component was incorporated, or that it caused to the product instructions.

(4) waive its right to the other party in advance of the right to compensation in whole or in part, to disregard it.

(5) The agreement contrary to paragraphs 1 to 4 shall be disregarded.

#### § 2943

The provisions of § 2939 to 2942 shall not apply if the defect has caused damage to the defective product or damage to property designed and used primarily for business purposes.

#### § 2944

##### Damage to the cover versions

Everyone who took over from another thing to be the subject of his commitment, replacing the damage, loss or destruction, unless it is proven that the damage would have occurred otherwise.

#### § 2945

##### Damage to belongings

(1) If the operation of an activity usually associated with delaying things, and if the matter was deferred to a designated place or in a place where such things usually are stored, the operator will replace the damage, loss or destruction due to whomsoever it down, or owner of the. Just compensation operator garages or similar type device, in the case of vehicles placed in them and their accessories.

(2) does not claim to be entitled to compensation by the operator without undue delay, the court shall admit it, if the operator will say that the law was not applied in time. No later than the law of damages claimed within fifteen days after the date on which the victim should have known of the damage.

(3) If the damage caused to things suspended in a vehicle of mass transportation, reimbursed only under the provisions on compensation for damage caused by vehicle traffic.

#### Damage to the case introduced

#### § 2946

(1) Who operates regularly accommodation services, damage to things brought by the resident rooms in the accommodation or to store things or for things that were there for the introduction of a resident. This is true even if it was a matter for the landlord to taken.

(2) If the landlord proves that the damage would have occurred otherwise, or that the damage caused by Tenant or a person resident in his will is accompanied by the obligation to pay damages shall be relieved. The agreement of the other reasons the exemption shall be disregarded.

#### § 2947

The obligation to pay damages does not apply to vehicles left in the car or on live animals, unless the landlord took into custody.

#### § 2948

(1) Damage shall be paid an amount equal to one hundred times the price of accommodation in one day.

(2) if the matter was taken into custody, if the landlord refused to storing things contrary to law or if the damage was caused by the landlord or the person who works in service shall be paid without damage limitation.

## § 2949

(1) does not claim to be entitled to compensation for accommodation without undue delay, the court will not admit it if landlord will say that the law was not applied in time. No later than the law of damages claimed within fifteen days after the date on which the victim should have known of the damage.

(2) The provisions of paragraph 1 shall not apply if the landlord took the matter into custody, if the landlord refused to storing things in conflict with the law or caused damage to landlord or someone who works in operation.

## § 2950

### Damage resulting from information or advice

Who is reported as a member of a particular state or profession to professional performance, or otherwise acting as an expert, damages, causes to be incomplete or incorrect information, or harmful to the council as a reward in the affairs of his knowledge or skills. Otherwise, pay just a shame that someone information or intentionally caused by the Council.

## Section 3

### The method and extent of compensation

#### Subsection 1

#### General Provisions

## § 2951

(1) is replaced by the indication of damage to the previous state. If this is not entirely possible, or asks if it is damaged, the damage shall be paid in cash.

(2) the damage was atones reasonable satisfaction. Satisfaction must be paid in cash, if it does not provide another way of genuine and effective enough atonement injury.

## § 2952

Pays the actual damage, and what the victim missed (lost profits). It depends if the actual damage in the debt, the injured party the right to absolve him of the debt pests or provide him with compensation.

#### § 2953

##### Reduction of compensation

(1) For reasons of special significance court damages be reduced. Taking account in particular how the damage occurred, the personal and property relations man who has caused and is responsible for it, as well as the circumstances of the victim. No refund shall be reduced if the damage was caused intentionally.

(2) Paragraph 1 shall not apply to damage caused by the one who reported to the professional performance as a member of a particular state or profession, breach of professional care.

#### § 2954

If the pest caused the damage intentional criminal act, from which he profited, the court may decide on a proposal to satisfy the victim of the things that pest of the property benefit gained, even if otherwise subject to enforcement. To satisfy the right to damages shall not deal with pests such things mentioned in the decision.

#### § 2955

If no amount of damages to pinpoint, identify it as equitable discretion of the individual circumstances of the case trial.

#### Subsection 2

Refund if harm to the natural rights of man

#### General Provisions

#### § 2956

If a pest obligation to undo the harm to his person natural law, protected first part of the provisions of this Act, non-pecuniary damages and injury caused thereby, as a non-pecuniary damage caused atones and mental suffering.

#### § 2957

The method and amount of adequate compensation must be determined so that the atonement and the circumstances worthy of special consideration. They are intentional infliction of harm, especially causing injury using deceit, threats, abuse victim, depending on the pest, multiplying the effects of intervention by placing his widely known, or because of discrimination with regard to the victim's sex, health status, ethnic origin, faith or other similarly compelling reasons. Taking into account also the victim of fear of loss of life or serious injury, if any, threat or fear caused by another cause.

#### Refunds for bodily injury and death

#### § 2958

When bodily injury to the victim atones pest reimbursement fully offset the pain suffered, and other non-pecuniary damage, the damage was an obstacle to better future health damaged, replace it pest and social position. If you can not determine the amount of compensation as follows, according to the principles of fairness.

#### § 2959

In case of death or especially serious bodily injury atones pest mental suffering spouse, parent, child or other person close to fully offsetting monetary compensation for their sufferings. If you can not determine the amount of compensation as follows, according to the principles of fairness.

#### § 2960

#### Costs related to health care

Pest also pay reasonably incurred expenses associated with the health care of the injured party in the care of his person or his household to the person who has made, if requested by it, puts him to these pests costs reasonable backup.

§ 2961

Funeral expenses

Pest replace the one who is incurred, reasonable costs associated with funerals in the extent to which the public have not been paid benefit under other legislation. The account of the habits as well as the particular case.

Cash benefits

§ 2962

(1) Compensation for loss of earnings for a period of incapacity for work damaged shall be paid an annuity equal to the difference between the average earnings of the victim before the injury and replacement of what was paid to the victim as a result of illness or injury under other legislation.

(2) pupils or students entitled to compensation for loss of earnings from the date when it should finish his compulsory schooling, study or training for professions for

- a) by replacing its compulsory school attendance, study or preparation for the profession to extend the result of injury,
- b) inability due to injury,
- c) the duration of disability arising due to injury, which tends to prevent full participation in employment, or
- d) the duration of disability resulting from injury due to partially prevent participation in employment, if nezameškává fault of their own opportunity to make money work for him to exercise appropriate.

§ 2963

(1) Upon termination of incapacity or disability, will replace the injured party's loss of pest annuity, which is due to the difference between earnings, what amounted to corrupt before the damage, and achieved earnings after the sick leave plus disability pension under any other legislation. If bodily injury to an increase in long-term needs of the victim, the amount of monetary income in light of these needs.

(2) If the victim reaches the end of incapacity earnings just to make more effort or increased effort, which, but for the harmful event occurred or did not have to spend, he atones for an annuity as well as increased stress or effort. In determining the amount of monetary income into account and to

increase earnings in the industry, as well as to the likely growth in earnings by the injured party's reasonable expectations.

(3) If there are serious reasons for it, the court may decide whether, how and to what extent the claim shall be damaged the annuity, the parties' are not binding.

#### § 2964

Compensation for loss of income due to the victim for the amount of income to which the injured party a right, and income, which would have been a right, if, in the basis on which the pension was assessed, were included compensation for loss of earnings after incapacity, the injured was receiving at the time of the assessment of income.

#### § 2965

If the victim was held without charge for another job in his home or business must replace the annuity to another person, what came up.

#### § 2966

(1) The killing of must pay an annuity for the maintenance costs the survivors whom the deceased at the date of his death he was obliged to provide or provide nutrition. Compensation due to the survivors of the difference between a pension scheme provided for the same reason, and what would be damaged by the survivors could reasonably be expected to provide these costs, should the injury occurred.

(2) For reasons of decency may be granted a maintenance allowance and any other person, unless the deceased was providing such a service, though to do so by law required.

#### § 2967

(1) When calculating the refund based on the average earnings of the deceased, pay the costs for maintenance of the survivors or other persons shall not exceed the total of what belonged to the deceased as compensation for loss of earnings, or upon retirement.

(2) In assessing compensation for the survivors to take into account also how long they have lived killed, not injured. In the assessment of compensation to other persons shall take into account how long the deceased was likely to provide performance.

§ 2968

Surrender

If an important reason for it and asks if so damaged, the court awarded the victim instead of a monetary retirement severance pay.

Subsection 3

Special Provisions

§ 2969

Compensation for damage to property

(1) In determining the amount of damage to property is based on its market value at the time of damage, taking into account what the victim must restore or replace functions make things efficiently.

(2) harm to pest matter of arbitrary or malicious, will replace the injured awarded special favorites.

§ 2970

Compensation for injury to the animal

When injury of an animal pest effectively replaces the cost of health care for the injured animal to the person who has made, if requested by it, puts him to these pests costs reasonable backup. Costs related to health care are ineffective, although substantially higher than the price of the animal, if the breeder has made a reasonable position in the victim.

§ 2971

Compensation for the damage

If justified by special circumstances in which the pest has caused injury unlawful act, especially if she is guilty of gross negligence, an important legal obligation, or if damage caused intentionally from



a desire to destroy, harm, or from other motives particularly reprehensible, must also replace any non-pecuniary damage who caused harm reasonably perceived as a personal disaster that can not otherwise be undone.

## Part 2

### Abuse and restricting competition

#### Section 1

##### General Provisions

###### § 2972

Who participates in the competition (competitor), not in competitive activities, and the association to carry out competitive activities, private participation in the competition unfair competition, abuse, or other participation in the competition limit.

###### § 2973

The provisions of this Title shall not apply to conduct to the extent that they have effects abroad, unless the international treaties binding on the Czech Republic and which were published in the Collection of international treaties, it does something else.

###### § 2974

Czech people are when it comes to protection against unfair competition, assimilated to foreign persons in the Czech Republic in competition. Otherwise, foreign individuals to seek protection under international treaties to which the Czech Republic is bound and which were published in the Collection of International Treaties, and if there are, on a reciprocal basis.

###### § 2975

##### Prohibited competition clause

(1) Unless the agreement in prohibiting the other competitive activities, the group activities or group of persons to which the ban applies to competitive clause shall be disregarded.

(2) Does the competition clause agreed upon indefinitely or for a period longer than five years if he violates the prohibition, the competition clause was reached for five years.

(3) Does the clause restricting competition bandaged hand, more than the necessary protection required by the party, if he violates the prohibition upon the motion of the parties to restrict competition clause, revoke, or declare invalid.

## Section 2

### Unfair competition

#### § 2976

##### Basic Provisions

(1) Who gets in the economic relations in conflict with the fair competition act to cause harm to other eligible competitors or customers, commits an unfair competition. Unfair competition is prohibited.

(2) unfair competition as referred to in paragraph 1 is particularly

- a) misleading advertising,
- b) misleading labeling of goods and services
- c) causing a likelihood of confusion
- d) free-riding on the reputation of the plant, product or services of another competitor,
- e) bribery,
- f) trivializing,
- g) comparative advertising, when it is not allowed as permitted
- h) violation of trade secrets,
- i) harassment and intrusive
- j) the risks to health and the environment.

#### § 2977

##### Misleading advertising

(1) Misleading advertising is such advertising, which is related to business or profession, monitors to dispose of movable or immovable property or services, including the rights and obligations, deceives or is liable to mislead the administration or any other means the person to whom it is addressed or which reaches, and thus obviously capable of affecting the behavior of such persons.

(2) In determining whether advertising is misleading, account shall be taken of all its major characters. Particular consideration shall be given to data which contains about advertising

- a) the availability, nature, execution, composition, manufacturing process, date of manufacture or provision, fitness for intended purpose, applicability, quantity, geographical or commercial origin, as well as the formulation of detailed characters and other goods or services, including the anticipated results or outcomes and the use of essential characters or screening tests performed,
- b) price or the manner of determining it,
- c) the conditions under which the supplies or services, and
- d) the nature, properties and rights of the advertiser, such as in particular the identity, property, professional competence, his intellectual property rights or his awards and honors.

#### § 2978

##### Misleading descriptions of goods or services

(1) Misleading descriptions of goods or services such designation, which is likely to cause economic relations in the mistaken belief that it identifies the goods or services originate from a particular region or place or from a particular manufacturer, or that show a particular characteristic or a particular quality. Undecided is whether the designation was given immediately to the goods, packaging, business documents or elsewhere. It is also irrelevant whether the misleading sign has been directly or indirectly and in what way it happened.

(2) misleading information and generally operate in the economic relations customary to designate the kind or quality when connected to it an amendment capable of deceiving, especially using the word "right" or "actual" or "original".

(3) The provisions of the preceding paragraphs shall not affect other legislation on the protection of industrial or other intellectual property.

#### § 2979

##### Common provisions on misleading advertising and misleading descriptions of goods or services

(1) Eligibility fool can have an indication in itself correct, if it can mislead the circumstances and context in which it was made.

(2) The assessment shall take into account also misleading to the additions, especially the use of expressions such as "kind", "type", "method", as well as výpustkám, abbreviations and general exterior finish.

## § 2980

### Comparative advertising

(1) Comparative advertising directly or by implication identifies a competitor or goods or service.

(2) Comparative advertising is permitted if the comparison is concerned,

a) if not misleading,

b) it compares only the goods and services satisfying the same needs or intended for the same purpose,

c) if objectively compares one or more material, relevant, verifiable and peculiar characteristics of goods or services, including price,

d) to compare the product with designation of origin only to goods of the same sign,

e) detract If a competitor, its status, its activities or their results or their label or unfair way of not seeing them, and

f) does not offer the goods or services as an imitation or replica of goods or services covered by the trade mark or a competitor's name.

## § 2981

### Recall a likelihood of confusion

(1) Whoever uses a person's name or special designation used by the race right after another competitor, causing a likelihood of confusion.

(2) causes likelihood of confusion as one who enjoys a special race or a special marking or labeling of the product, performance or commercial plant material, which circles the customer for a particular characteristic of the race.

(3) Likewise, creating a likelihood of confusion, who imitates a foreign product, its packaging or performance, unless it is an imitation of elements which are by definition the product functionally,

technically or aesthetically determined, and imitator took all measures that can be on it required to eliminate the likelihood of confusion or at least greatly reduce, if these negotiations are likely to cause likelihood of confusion or false impression of association with a competitor, his race, naming, special labeling or product performance or a competitor.

§ 2982

Riding on the reputation

Gimme the abuse rumors plant, product or services of a competitor to obtain the results for their own benefit or foreign business, the competitor would otherwise reach.

§ 2983

Bribery

Bribery under this Act, any act by which

- a) undertaking to a person who is a member of a statutory or other authority of another competitor or is employed by a competitor, directly or indirectly offer, promise or give any benefit in order that it achieved an unfair procedure at the expense of other competitors for themselves or another preference or any other competitor an unfair competitive advantage or
- b) a person referred to in subparagraph a) directly or indirectly asks, give or take a pledge for the same purpose any benefit.

§ 2984

Detraction

(1) make light of the negotiations, which give a competitor or expands the circumstances, performance or product of a competitor capable of this false information to cause harm competitors.

(2) make light of the introduction and expansion as well as information about the true circumstances, performance or product of a competitor if the competitor is eligible to cause harm. Unfair competition is not, if it was a competitor of such conduct forced by circumstances (legitimate defense).

§ 2985

Violation of trade secrets

Violation of trade secret is any act by which another person acting illegally shall be made available, for himself or for another use trade secrets, which can be used in competition and which he learned

- a) the fact that his secret was entrusted to or otherwise become accessible on the basis of his employment with the competitor or some other relation to him, or in the exercise of the functions to which the court or other authority called upon or
- b) own or strange behavior přičícím the law.

#### § 2986

##### Intrusive nuisance

(1) Intrusive Harassment is communicating information on competitors, goods or services, as well as offer goods or services using telephone, fax machine, electronic mail or similar means, though such activity apparently does not want the recipient, or the disclosure of advertising in which its originator concealing or blurring information whereby it can find and does not specify where the recipient can no extra cost to order termination of advertising.

(2) sends the advertisement to the email address which won the business in connection with the sale of goods or services, not an intrusive nuisance, if a trader uses this address for direct advertising for its own goods or services and the other party ad not banned, though it entrepreneur in obtaining addresses and every time it is to use advertising clearly pointed out the right order without any special termination costs of advertising.

#### § 2987

##### Threat to health or the environment

Threat to health or the environment is an act whereby a competitor distorts competition by running production, product launches or executes threatening interest in protecting health and the environment protected by law, to acquire for himself or for another benefit at the expense of another competitors or customers.

##### Protection against unfair competition

#### § 2988

A person whose rights have been threatened by unfair competition or infringed may claim against the violator to refrain from unfair competition, or to correct the defect. It may also require appropriate compensation, damages and unjust enrichment.

#### § 2989

(1) The right to refrain from unfair competition violator to correct the defect or condition, apart from the cases mentioned in § 2982 to 2985 also to apply a legal entity authorized to defend the interests of competitors or customers.

(2) If the consumer exercises the right to refrain from unfair competition violator or to correct the defect and if in any case provided for in § 2976 to 2981 or § 2987, violator must prove that they did not commit unfair competition. If the consumer exercises the right to damages, the violator to prove that the damage was not caused by unfair competition.

#### § 2990

##### Protection against restriction of competition

A person whose rights have been violated or threatened illegal restriction of competition, has the rights provided for in § 2988th

### TITLE IV

#### OBLIGATIONS OF OTHER REASONS

##### Part 1

##### Unjust enrichment

#### § 2991

(1) Who is at the expense of another without just cause will enrich must issue an impoverished what they were enriched.

(2) are unreasonably enhance especially the one who acquires property gain performance without a legal reason, the fulfillment of legal reason, which fell, illegal use of foreign values, or that has been bottled for him, he had the right to fulfill himself.

#### § 2992

He met the debt, even prematurely, if not claimed, although it might be exercised or done by one person if something in your exclusive and personal interest, or at your own risk, there is no obligation enrichment issue, this applies even if that one person with the intent to enrich another gift or enrich it with no intention to legally bind.

#### § 2993

The implementation of the party, there was no valid obligation is entitled to a refund of what filled. Fulfilled if both parties either party may request that the other party gave you won; right to argue the other side of the mutual performance is not affected. This is true even if the commitment was canceled.

#### § 2994

He gave the thing to someone from the use or enjoyment of another, without it was in good faith, the owner or co-owner of the case against the user or beneficiaries of the right to compensation.

#### § 2995

This led to the implementation of the enrichment of a third party, it shall be impoverished, only if it has been depleted for the performance brought by stealth, or the threat of forced dependence or abuse unless Every competent.

#### § 2996

If the borrower had to meet one of the more optional performance and provide error if there are more, depending on his will, what will reclaim. If, however, had the right to choose the lender, the debtor may claim that the lender made a choice, if the creditor does not choose without undue delay, one can claim that his statement will replace the court.



## § 2997

(1) The debtor, which played without fear of prosecution or debt limitation or one that is invalid for lack of form, is not entitled to a refund of what filled. Right of return has no one else who has enriched the knowledge that it is not required unless it fulfills the legal reason, which later dropped out or did not occur.

(2) The implementation of the person because it was brought to deceit, abuse or threat of forced dependency, the provisions of paragraph 1 shall not apply. This is true even if the person performs legal guardian.

## § 2998

The implementation of the party deliberately so that the other party has done something to completely impossible or forbidden, is allowed to request that it be returned. He however, if anyone, to prevent unlawful acts, something to those who wanted to commit the act, may request reimbursement.

## § 2999

(1) If the issue of unjust enrichment předmětu well be depleted has the right to cash compensation equal to market value. If there was filled on the basis of invalid or canceled legal proceedings, the right to monetary compensation will not happen in so far as it goes against the purpose of the exclusionary rules of validity of a legal action.

(2) The implementation of the depleted for a fee, to provide compensation in the amount of consideration; this does not apply so far as the ground of invalidity of the fees of the contract or the reason for the cancellation of a liability, or when the amount of remuneration in such a cause substantially affected.

(3) If the subject of unjust enrichment issue because it was his destruction, loss or deterioration of the causes of which are borne depleted, replace highly enriched so much to save on their own property.

## § 3000

Honest consignee issues you come, but most in the extent to which enrichment takes to exercise the right.

#### § 3001

(1) If the recipient of unjust enrichment for remuneration, at its option, may either issue a cash refund, or what it earned. If the recipient, not against its impoverished right to compensation, but it can require a person who has enriched the subject and was entered into in good faith.

(2) He enriched the subject of enrichment in good faith or without your permission and can not make it good, is not obliged to refund, unless the condition was clearly contrary to good morals.

#### § 3002

(1) The implementation of the Party under contracts for pecuniary interest, though not valid, not her right to financial compensation to the other provisions of § 3000 and 3001 affected. This is true even if the commitment of such a contract is canceled.

(2) He used the thing acquired under contracts for pecuniary interest and the honest recipient if the contract is invalid, it shall provide the other hand, compensation for use, but only up to an amount equal to his benefit.

#### § 3003

Dishonest recipient will issue you came in when enrich obtained.

#### § 3004

(1) enrichment, which was not in good faith, shall all that enrichment took, including fruits and benefits, will replace benefits that would be depleted was obtained. If the stolen item for consideration of unjust enrichment, DU has the right to demand that he be released by his choice of either cash compensation or theft suffered as enriched.

(2) If there was unjust enrichment acquired by interference with the natural rights of man protected by the provisions of the first part of this Act may require the impoverished for unauthorized use of values related to his personality rather than performance under paragraph 1, twice the usual

fees for consent to such handling. If for just this reason, the court may increase the extent of the services appropriately.

#### § 3005

Who is the subject of unjust enrichment is issued, shall be entitled to compensation for necessary costs incurred in the matter, and can be separated from all things and how to evaluate at their own expense, if possible, without compromising the case.

#### Part 2

Employing agency and unattached to property  
for the benefit of another

#### Section 1

Unattached agency

#### § 3006

Basic Provisions

Took and hid when someone in the affairs of another person, although not entitled to do, go to his detriment resulting consequences.

#### § 3007

Avert damage

If one procures, although to do so, foreign matter in order to avert imminent harm to him then the person whose issue was a provision replaces efficiently incurred costs, although the result is without fault nepřikázaného agent failed.

#### § 3008

Rescue of a foreign matter

The person who saves the foreign matter from the inevitable loss or destruction, shall be adequately remunerated, at most one tenth the price of things, and the replacement cost effectively. The owner of things is rid of the obligation to pay, unless rescued thing back.

#### § 3009

##### Negotiations for the benefit of another person

(1) It will take someone to the matter in favor of another person without permission, it will replace that person reasonably incurred costs, arranged for the matter to her převážnému good. Whether the matter has been made for the benefit of another, shall not be determined by general considerations, but with regard to its interests and intentions understandable.

(2) If a major benefit, unattached agent has the right to reimbursement. A person whose affair upon himself, the unattached directors may require that all pointed to the previous state, and if this is perfectly possible to replace the damage.

##### Common provisions

#### § 3010

Who took the foreign affairs without a mandate, it will lead to the end and report her account and transfer everything to the acquired person, the matter arranged.

#### § 3011

If it does not unattached executive right to be reimbursed, he can take what they bought at their own expense, if possible and if not impair the essence of a thing or impede unduly if its use.

### Section 2

#### Employing another person's property for the benefit of another

#### § 3012

##### Basic Provisions

If one employs a foreign thing to another benefit, without intent to procure foreign matter, and if not perfectly possible to obtain the release of this case, the owner of the thing for him to claim the value of that thing at the time of use, even if If the benefit was not achieved.

§ 3013

Who will make the other person for the load that the person was required to do so alone, has the right to claim compensation.

§ 3014

If sacrificing one thing in need, in order to avert greater damage, can anyone who had benefited from that, the victim prorated refund.

PART FIVE

Common, Transitional and Final

TITLE I

COMMON PROVISIONS

§ 3015

This Act transposes the relevant European Union legislation 1).

§ 3016

The provisions of this Act shall not affect provisions of other laws on consumer protection.

§ 3017

The provisions of this Act relating to the law in court or judicial proceedings or court order shall apply mutatis mutandis for the application of law before an arbitrator for arbitration or an arbitration award.

#### § 3018

The obligation to disclose information is satisfied by publication in the Commercial Bulletin, unless another law provides otherwise.

#### § 3019

Data, according to which man can find are in particular the name, address and date of birth, or identifying information pursuant to other legislation. Figure showing the legal entity or business is the identification number of the person, if they are assigned.

#### § 3020

The provisions of part of the first, third and fourth marriage and the rights and responsibilities of spouses shall apply mutatis mutandis to registered partnership and the rights and obligations of partners.

#### § 3021

The provisions of § 751 to 753 against domestic violence shall also apply in the case of a joint housing of other persons than are married.

#### § 3022

(1) The provisions of this Act on the rights and duties of guardian also apply to a guardian by the other.

(2) The provisions of this Act on guardianship shall apply to the Board in appointing a guardian, the emergence and selection of its board members, however, become effective when approved by the court, while requiring that such action is consistent with the interests of the child.

#### § 3023

The provisions of this Act shall apply mutatis mutandis to the owner of land to the owner of immovable property which is not part of the land.

#### § 3024

(1) A foreign person is considered resident natural person or legal person established outside the territory of the Czech Republic.

(2) Eligibility to acquire rights and commit to the duties, which has other than a natural person under international law, under which it is based, it also belongs in the Czech legal order. Law under which the person was established, and is governed by its internal relations and legal liability of its members or shareholders for its debts.

#### § 3025

(1) The provisions of this law on legal persons and the association shall apply to trade unions and employers' organizations as appropriate only to the extent that this is contrary to their nature, representatives of employers and employees in accordance with international treaties to which the Czech Republic is bound and which provide for freedom of association and protect the right to associate freely.

(2) A trade union, employers' organizations and auxiliary organizations are formed on the day following the day on which it was delivered to the competent public authority notice of their inception.

#### § 3026

(1) not excluded by the nature of the document, the provisions of this Act on the list for another similar document regardless of its form.

(2) If required by legal proceedings form a public document, it means the notarial deed; can be replaced by a decision which a public authority within their jurisdiction approves a settlement or other act whose nature it does not.

## § 3027

Establishes if the lender the right to act with reasonable assurance neujednají and if the creditor and the debtor or other person providing security or the amount of its subject, decide on the court with sufficient certainty into account the nature and amount of the claim.

## TITLE II

### FINAL AND TRANSITIONAL PROVISIONS

#### Part 1

#### Transitional provisions

#### Section 1

#### General Provisions

## § 3028

(1) This Act regulates the rights and obligations arising from the date of its effectiveness.

(2) Unless otherwise provided, shall be governed by the provisions of this Act and the legal situation regarding the rights of personal, family and material, their emergence, and the rights and obligations arising from them before the effective date of this Act shall be in accordance with existing legal regulations.

(3) Unless otherwise provided, shall be governed by other legal relations arising before the effective date of this Act and the rights and obligations which arise, including the rights and obligations arising from breach of contracts entered into before the effective date of this Act, the existing legal regulations . This does not preclude arrangements between the parties that this their rights and obligations will be governed by this Act from the date of its effectiveness.

## § 3029

(1) They claim the legislation is a provision that is repealed by this Act, instead of entering their corresponding provisions of this Act.



(2) Unless this Act otherwise, without prejudice to legislation in the field of public law and the provisions of other legislation governing special private law.

§ 3030

Even the rights and duties shall be assessed according to existing legislation, the provisions of Part One, Section I.

§ 3031

If there was initiated proceedings under § 5 of Act No. 40/1964 Coll. Civil Code, as amended, completed in accordance with existing legislation.

§ 3032

(1) Who has been under current law deprived of legal capacity, it shall be the effective date of this Act, per person is confined in incapacitation under this Act.

(2) Who was under the existing legislation is limited in legal capacity, it shall be the effective date of this Act, a person confined in incapacitation under this Act and is henceforth legally qualified to act in the scope stipulated by the existing legal regulations, unless the court otherwise under this Act.

§ 3033

(1) Persons who have been deprived of legal capacity before the effective date of this Act or whose legal capacity was before the effective date of this Act is limited, take incapacitation by the end of three years from the effective date of this Act, unless the court decides otherwise .

(2) Until other enactment provides otherwise, transferred custody under § 468 to the municipality in whose territory the guardianship of residence.

§ 3034

Every competent when expressed in anticipation of their own incompetence legally act even before the effective date of this Act, the wish that his guardian was a person applies for a decision on the limitation of the incapacitation effect of this Act § 59 Similarly § 469 to determining Depository legal entity.

#### § 3035

If there was before the effective date of this Act, proceedings for adoption, completed in accordance with existing legislation. Acts that have been made in the preparatory proceedings for the adoption, shall be assessed under this Act, shall not apply in the case of parental consent to adoption or a court decision that this consent is not required.

### Section 2

#### Dates and times

#### § 3036

Under existing law, until its closing time and review all the time, which began to run before the effective date of this Act, as well as time and date for exercising the rights that are governed by existing laws, even when they start to run after the effective date of this the Act.

#### § 3037

(1) learned, if the person before the effective date of this Act, a violation of his right to a name, honor, reputation or a violation of a similar proportion of private and who is broke, or had to and could about it before the effective date learn this Act, the period begins to disappear right to protect his run from the date of entry into force of this Act.

(2) If a learned person by force of this Act, that its right to the name, honor, reputation or other similar private relationship has been violated before the effective date of this Act and who is broke, or had to and could be a how to learn, time begins to disappear right to protect his run from the date of entry into force of this Act.

### Section 3

## Matrimonial property law

### § 3038

Things belonging to the usual equipment of family households cease to be the effective date of this Act, part of the joint property.

### § 3039

As before the effective date of this Act came into consideration, one of them or what they acquired free of charge both spouses, without which became part of common property, it is still part of the joint property.

### § 3040

The common property is not a thing issued under the legislation on the restitution of property to one spouse, who had issued thing owned before marriage or to whom the case was published as a legal successor of the original owner.

## Section 4

### Legal entities

### § 3041

(1) Legal nature of legal persons governed by this Act is governed by the provisions of this Act from the date of its effectiveness. If there was before the effective date of this Act, proceedings for registration of legal persons in a public register, completed in accordance with existing legislation, however, contradicts the founding legal proceedings made before the effective date of this Act, the existing legislation, it is considered valid, satisfies If the provisions of this Act.

(2) The provisions of the social contract status or legal persons referred to in paragraph 1, contrary to the provisions of this Act donucujícím, lose the date of its binding force; legal person adjusts to three years from the date of entry into force of this Act, the social contract or modify the status of this Act and shall deliver is a public authority, which maintains a public register in which the

entity is registered. Failure to do so, the competent public authority invited to do so and provides an additional challenge in a reasonable time to fulfill this obligation, end of a period of grace in vain, the court a legal person, on a proposal by a public authority or person on a legitimate interest, canceled and ordered its liquidation.

#### § 3042

Should a corporate name provisions of this Act, it adapts its legal entity name requirements of this Act within two years from the date of its effectiveness. There is no obligation to do so if they are important reasons for it, especially if used the legal person is a long name, and if so for her distinctive, his interchangeability or deception can not be reasonably expected.

#### § 3043

(1) are incompatible with the agreement or decision on the conversion of a legal entity made before the effective date of this Act, the existing legislation, they are considered valid if they meet the provisions of this Act and has not rejected if the relevant public authority before the effective date of this law proposal for registration of conversion into a public register, or if decided that the conversion occurred.

(2) If before the effective date of this Act decided to cancel the conversion or legal persons, the procedure according to the regulations, unless the competent authority of a legal person within three months from the effective date of this Act, the procedure shall be applied under this the Act. The provisions of this Act to protect the creditors shall apply to cases where the decision to cancel the conversion or legal persons adopted before the effective date of this Act and the effective date of this Act has not yet entered into public records.

#### § 3044

The provisions of § 128 shall apply to all acts of foundation and corporate transformation that occurred before the effective date of this Act.

#### § 3045

(1) of the Association pursuant to Act No. 83/1990 Coll. On Association of Citizens, as amended, shall be considered as associations under this Act. The association has the right to change its legal form to social or cooperative institution under another law.

(2) The organizational units of the association eligible to act on their behalf, pursuant to Act No. 83/1990 Coll. On Association of Citizens, as amended, shall be considered as auxiliary associations under this Act. The statutory body of the main association shall, within three years from the date of entry into force of this Act for registration of branch association, or the last day of that period, the legal personality of branch association expires.

#### § 3046

Trade union, employers' organizations, including international organizations and their organizational units registered under Act No. 83/1990 Coll. On Association of Citizens, as amended, shall be considered as trade unions, employers' organizations, international trade union organizations and their auxiliary organization under this the Act.

#### § 3047

If there was before the effective date of this Act, proceedings for nullity of the decision of the civic association, the court decides on the proposal under this Act.

#### § 3048

Until the effectiveness of the Public Register, which shall be entered into associations, clubs are subject to registration under the Act No. 83/1990 Coll. On Association of Citizens, as amended.

#### § 3049

(1) Foundation established pursuant to the laws of the Foundation shall be deemed incurred under this Act, the Foundation was set up wills, the provisions in § 311 and 312, although the will has been taken before the effective date of this Act, if the probate proceedings was not to effective date of this Act terminated. If the foundation established otherwise than by the foundation charter, in particular the issue of status, pay for such legal action and for its amendments to the provisions of this Act on the deed in the range of requirements set out in § 310 for the deed.

(2) The founder of the Foundation's founding legal proceedings can adapt treatment foundation documents under this Act, unless the decision changing the founding legal act, deliver to the person who maintains a public register in which the foundation is registered, but not later than within two years from the effective date of this Act. If he died or disappeared when the founder before the effective date of this Act, on a proposal to change the foundations founding legal proceedings court.

(3) The provisions of paragraphs 1 and 2 shall apply mutatis mutandis for the endowment funds.

#### § 3050

The rights and obligations of public service companies continue to be governed by existing laws. Public Service Company has the right to change its legal form to the Institute, a foundation or endowment fund under this Act to the provisions of this Act on the transformation of legal form of legal entities shall apply mutatis mutandis.

#### § 3051

Interest associations of legal entities created under existing laws shall remain subject to existing laws and regulations. Interest association of legal persons have the right to change its legal form to a union under this Act to the provisions of this Act on the transformation of legal form of legal entities shall apply mutatis mutandis.

#### § 3052

Legal entities created by law No. 42/1980 Coll. On economic relations with foreign countries, as amended, shall remain subject to existing laws and regulations. This also applies to legal persons as an association arising under § 636 of Act No. 101/1963 Coll. Legal relations in international trade. These persons have a legal right to change its legal form to a union, the provisions of this Act on the transformation of legal form of legal entities shall apply mutatis mutandis.

#### § 3053

The legal nature of legal relations and internal corporate developing business activities, which are governed by the effective date of this Act earlier legislation under § 767, paragraph 2 of Act No.

513/1991 Coll. Commercial Code, as amended, remain unchanged and continue to be governed by the laws under which they were established.

## Section 5

### Real rights

#### Land and buildings

##### § 3054

The building, which is not under the current legislation included the land on which it is established, it ceases to be the effective date of this Act, a separate matter and becomes a part of the land, should the effective date of this Act, title to the building and ownership of the land the same person.

##### § 3055

(1) The construction associated with the country a solid foundation that is not under the current legislation included the land on which it is established, and the effective date of this Act to a person different from the landowner, the effective date of this Act does not become part of the land and is an immovable things. The same applies to the building, which is jointly owned, if any of the joint owners also own the land or if only some co-owners of the land ownership structure.

(2) Paragraph 1 shall apply *mutatis mutandis* to the building, to be established on the land of another owner by virtue of a right arising from the builder before the effective date of this Act or under a contract entered into before the effective date of this Act.

##### § 3056

(1) The owner of the land on which the established structure, which is not under current law part of the land and become a part of the land at the effective date of this Act, has a right of first refusal for the construction and building owner has the option to purchase the land. Pre-emption right of the landowner applies to underground construction on the same grounds, which is an accessory building above ground. The agreement excluding or limiting pre-emption rights shall be disregarded.

(2) If the land is part of the building separated without much more difficult for their use and enjoyment, the right of first refusal applies only to part of the land necessary for the exercise of ownership rights to the building.

#### § 3057

Establish if the land owner rights in rem in favor of a third person who acquires a right in rem in the good faith belief that the building is part of the land, it is against him as part of the construction site. The owner of the building is right in rem against the founder entitled to compensation for depreciation of its property if the building encumbered by a lien, the lien extends to a claim for this compensation.

#### § 3058

(1) If the land and building owned by the same owner, ceases to be a separate building things and become part of the land on which it is established. This does not apply if it is a building that is part of the land under this Act.

(2) If the ownership of stolen property to a third party, which was the acquisition of ownership in the good faith belief that the building is part of the land ceases to be a separate building things and become part of the land on which it is established. Who owned the building, to the transferor is entitled to compensation equal to the price of construction on their cessation of ownership, the building was encumbered by a lien, the lien is transferred to claim this refund.

#### § 3059

If the work established on several grounds, the provisions in § 3056 to 3058 yen in relation to the land on which the bulk of the building. If it becomes part of the construction site, it shall apply to land to which the structures of control, provisions on breaks.

#### § 3060

Burdened property right to the building or land, the building becomes part of the land until the substantive law, and if it takes its nature excludes.



## § 3061

The provisions of this section shall not apply if it is a building that is part of the land under this Act, or an immovable thing under § 498, paragraph 1 second sentence.

## Co-ownership

### § 3062

Statutory pre-emption rights of the venturers in accordance with § 140 of Act No. 40/1964 Coll., The Civil Code, as amended, shall expire after one year from the effective date of this Act. This does not apply to farm ownership or family event.

### § 3063

Acquired the ownership of at least one unit in a building with flats and non-residential premises before the effective date of this Act, the transferee pursuant to Act No. 72/1994 Coll. Adapting certain co-ownership relationship to buildings and some ownership rights to housing and non-residential premises and supplementing certain Acts (Act on ownership of dwellings), as amended, created after the effective date of this Act, ownership of other units in this building under the existing legislation.

## Cadastré

### § 3064

Regarding the rights registered in the Land Registry before the effective date of this Act and on the rights registered in the Land Registry within one year from the date of entry into force of this Act takes effect under § 980 to 986 within one year from the date of entry into force of this Act. Period specified in § 983 and 986 beginning to run one year after the effective date of this Act.

### § 3065

If it is a substantive right that before the effective date of this Act not subject to registration in a public list, there will be laws against these effects benefits of registered real rights under § 981 and the effects of the order of substantive rights under § 982 paragraph 1 of 1 January 2018.

#### § 3066

##### The extraordinary endurance

By the time provided in § 1095 will be counted as time during which the holder or his legal predecessor, Case continually held before the effective date of this Act, this time, however, will not end before the expiration of two years from the effective date of this Act, in If a movable thing, and five years in the case of an immovable thing.

#### § 3067

##### Leaving the immovable property

If abandoned immovable thing starts to run time listed in § 1050 paragraph 2 of the effective date of this Act.

#### § 3068

Arose when the lien before the effective date of this Act, the owner may claim the right of lien release only if the pledgee entered before the effective date of this Act for a lien released in the next turn with the release of the lien agreement. This applies also confusion lien.

#### Section 6

##### Heirship

#### § 3069

In succession, the law in force at the date of death of the testator.

#### § 3070

If the deceased died after the effective date of this Act and is contrary to its acquisition on death legislation effective at the time when it was made, it is considered valid if complies with this Act. The same is also true of postscripts by clauses in the purchase in case of death, if their legislation effective at the time the codicil or acquisition made in case of death, the legal consequences of withdrawing, or is declared void.

#### § 3071

If the testator has entered an agreement to forego the inheritance before the effective date of this Act, and died after the effective date of this Act, shall be considered a valid contract.

#### § 3072

If the deceased died after the effective date of this Act and is contrary to its statement of disinheritance legislation effective at the time when it was made, it is considered valid if complies with this Act.

### Section 7

#### Contractual rights

#### § 3073

Law by securing an obligation incurred before the effective date of this Act, be established as well as substantive rights shall be assessed until its demise under current legislation. This does not preclude arrangements between the parties that their rights and obligations will be governed by this Act from the date of its effectiveness.

#### § 3074

(1) Rent shall be governed by this Act from the date of its effectiveness, although the emergence of the lease occurred before that date, the emergence of the lease and the rights and obligations arising before the effective date of this Act shall be in accordance with existing legislation. This is not for rent or for movables leasing.

(2) The provisions of § 2249, paragraph 1 shall not apply if the rent was not addressed to the landlord and tenant agreement or court decision, but based on other legislation. In this case, the landlord has the right to request in writing to the tenant rent increase to the provisions of § 2249, paragraph 3 shall apply mutatis mutandis.

#### § 3075

If it was before the effective date of this Act, be established by special designation from State resources or contributed to its establishment, the state can enter into a contract for the lease of the dwelling only on the recommendation of the municipal authority with extended powers and lease may be terminated only with the prior consent this office.

#### § 3076

If there was before the effective date of this Act, proceedings for dismissal tenancy, completed in accordance with existing laws, the right tenant for housing compensation or other benefits under current law are not affected.

#### § 3077

(1) The account shall be governed by this Act from the date of its effectiveness, although the conclusion of the account took place before that date; formation thereof, and the rights and obligations arising before the effective date of this Act shall be in accordance with existing legal regulations.

(2) If payment of the passbook before the effective date of this Act, subject to the password, the consent of a third party or the fact of which is certain to occur, governed by tying the payment of existing laws.

#### § 3078

If a travel contract concluded before the effective date of this Act according to the regulations invalid, it shall be given the rights claimed under this Act takes effect as a valid contract for the trip, if it suits this Act, and the commitments of the travel contracts under current legal provisions of § 2542 shall apply, unless the application of the law yet been decided. If there is an infringement of the

organizer or travel agency, even before the effective date of this Act, apply § 2543, unless before the effective date of this law on damages yet decided.

#### § 3079

(1) Right to compensation for damages resulting from breach of obligations under the law that occurred before the effective date of this Act shall be assessed under current legislation.

(2) If the court did not, at the effective date of this Act relating to compensation for damages resulting from breach of obligations under the law that occurred before the effective date of this Act, on a proposal from the injured person if they are exceptional reasons for it worthy of special consideration ( § 2, paragraph 3), admit the injured and compensation for the damages under this Act.

### Part 2

#### Final provisions

#### § 3080

Are repealed:

- 1) Act No. 40/1964 Coll., The Civil Code.
- 2) Act No. 131/1982 Coll., Which amends the Civil Code and some other regulating property relations.
- 3) Act No. 188/1988 Coll. Amending and supplementing the Labour Code.
- 4) Act No. 87/1990 Coll., Which amends the Civil Code.
- 5) § 33 of Act No. 87/1991 Coll. On extrajudicial rehabilitations.
- 6) Act No. 509/1991 Coll. Amending, supplementing and regulated by the Civil Code.
- 7) Art. I and IV of the Act No. 264/1992 Coll., Which amends the Civil Code, repealed the law on the state and the procedure before a notary public Notary (Notary Act) and amending and supplementing certain other laws.
- 8) Act No. 267/1994 Coll., Which amends the Civil Code.
- 9) Article. II of Law No. 104/1995 Coll. Amending and supplementing Act No. 634/1992 Coll. On Consumer Protection, as amended by Act No. 217/1993 Coll. and Act No. 40/1995 Coll. and Act No. 40/1964 Coll., the Civil Code, as amended.

- 10) Art. XXIV zákona No. 118/1995 Coll. Amending and supplementing certain acts in connection with the adoption of state social support.
- 11) Art. II of Law No. 89/1996 Coll. Amending and supplementing Act of the Czech National Council No. 344/1992 Coll. Cadastre of the Czech Republic (Cadastral Act), and Civil Code No. 40/1964 Coll, as amended. amended.
- 12) Art. IV of the Act No. 94/1996 Coll. Amending and supplementing Act No. 328/1991 Coll. On Bankruptcy, as amended, Act No. 455/1991 Coll., On Trades (Trade Act) , as amended, Act No. 513/1991 Coll. Commercial Code, as amended, and Act No. 40/1964 Coll., the Civil Code, as amended.
- 13) Part Two of Act No. 227/1997 Coll. On foundations and endowment funds and amending and supplementing some related laws (Act on Foundations and Endowment Funds).
- 14) Art. II of Law No. 91/1998 Coll. Amending and supplementing Act No. 94/1963 Coll. Family, as amended, and amending other Acts.
- 15) Art. III of Act No. 165/1998 Coll. Amending Act No. 21/1992 Coll. On Banks, as amended, and certain other laws.
- 16) including the title of § 12 of Act No. 159/1999 Coll. On certain business conditions and certain activities in the tourism sector and amending Act No. 40/1964 Coll., The Civil Code, as amended, and Act No. 455/1991 Coll., on Trades (Trade Act), as amended.
- 17) Part Two of Act No. 363/1999 Coll. Insurance and amending some related Acts (the Insurance Act).
- 18) Part Six of Act No. 27/2000 Coll. Amending certain laws in connection with the adoption of public auctions.
- 19) Part V of Act No. 103/2000 Coll. Amending Act No. 72/1994 Coll. Adapting certain co-ownership relationship to buildings and some ownership rights to housing and non-residential premises and supplementing certain Acts (Act on Ownership dwellings), as amended, Act No. 344/1992 Coll. Cadastre of the Czech Republic (Cadastral Act), as amended by Act No. 89/1996 Coll., Act No. 586/1992 Coll. on Income Tax, as amended, Act No. 549/1991 Coll. on court fees, as amended, Act No. 40/1964 Coll., the Civil Code, as amended, and Act No. 357/1992 Coll . on inheritance tax, gift tax and real estate transfer tax, as amended.
- 20) Part Two of Act No. 227/2000 Coll. On electronic signatures and amending certain other laws (Electronic Signature Act).
- 21) Part of the Act No. 367/2000 Coll. Amending Act No. 40/1964 Coll., The Civil Code, as amended, and certain other Acts.

- 22) Art. I of Act No. 317/2001 Coll. Amending Act No. 40/1964 Coll., The Civil Code, as amended, and amending other Acts.
- 23) Part Three of Act No. 125/2002 Coll. Amending certain laws in connection with the adoption of the Payment System.
- 24) Law No. 135/2002 Coll. Amending Act No. 40/1964 Coll., The Civil Code, as amended.
- 25) Act No. 136/2002 Coll. Amending Act No. 40/1964 Coll., The Civil Code, as amended, and Act No. 65/1965 Coll. Labour Code, as amended.
- 26) Part of the thirty-eighth of Act No. 320/2002 Coll., Amending and repealing certain acts in connection with the termination of the district offices.
- 27) Part Two of Act No. 88/2003 Coll. Amending Act No. 513/1991 Coll., Commercial Code, as amended, Act No. 40/1964 Coll., The Civil Code, as amended, Act No. 99/1963 Coll. of Civil Procedure, as amended, Act No. 591/1992 Coll. the Securities Act, as amended, Act No. 358/1992 Coll. on notaries and their activities (Notarial Code), as amended, Act No. 370/2000 Coll. amending Act No. 513/1991 Coll., Commercial Code, as amended, Act No. 358/1992 Coll. Notaries and their activities (the Notarial Code), as amended, Act No. 15/1998 Coll. Securities and Exchange Commission and on Amendments to Other Acts, as amended by Act No. 30/2000 Coll., Act No. 200 / 1990 Coll. on misdemeanors, as amended, Act No. 99/1963 Coll. of Civil Procedure, as amended, and Act No. 328/1991 Coll. on Bankruptcy and Settlement, as amended, as amended by Act No. 501/2001 Coll. and the Constitutional Court No. 476/2002 Coll., Act No. 219/2000 Coll. property of the Czech Republic and its Representation in Legal Relations, as amended, and Act No. 455/1991 Coll. Trades (Trade Act), as amended.
- 28) Part Two of Act No. 37/2004 Coll. Insurance Contract and Amendments to Related Acts (the Insurance Contract Act).
- 29) Part Four Act No. 47/2004 Coll., Amending Act No. 168/1999 Coll. On liability insurance for damage caused by vehicles and amending certain related laws (Act on liability insurance of the vehicle), as amended amended, Act No. 586/1992 Coll. the Income Tax Act, as amended, Act No. 200/1990 Coll. on misdemeanors, as amended, and Act No. 40/1964 Coll. civil Code, as amended.
- 30) Part Two of Act No. 480/2004 Coll. On certain information society services and amending certain Acts (Act on certain information society services).
- 31) Part of the Act No. 554/2004 Coll. Amending Act No. 40/1964 Coll., The Civil Code, as amended, Act No. 99/1963 Coll. Of Civil Procedure, as amended , Act No. 358/1992 Coll. on notaries and their activities (the Notarial Code), as amended, Act No. 513/1991 Coll. Commercial Code, as amended, and Act No. 337/1992 Coll . on taxes and fees, as amended.

- 32) Part One Act No. 359/2005 Coll. Amending Act No. 40/1964 Coll., The Civil Code, as amended, and certain related acts.
- 33) Part Four of the Act No. 56/2006 Coll. Amending Act No. 256/2004 Coll., The Capital Market, as amended, and other related laws.
- 34) Part of the thirty-third of Act No. 57/2006 Coll., Amending laws in connection with the unification of financial supervision.
- 35) Part Two of Act No. 107/2006 Coll. Unilateral Increase of Rent and amending Act No. 40/1964 Coll., The Civil Code, as amended.
- 36) Part Six of Act No. 115/2006 Coll. On registered partnership and amending certain related acts.
- 37) Part Three of Act No. 160/2006 Coll. Amending Act No. 82/1998 Coll. On liability for damage caused in the exercise of public authority decision or incorrect official procedure and amending Czech National Council Act No. 358/1992 no., on notaries and their activities (the Notarial Code), as amended, Act No. 201/2002 Coll. Office of the Government Representation in Property Affairs, as amended, and Act No. 40/1964 Coll. , Civil Code, as amended.
- 38) Part Forty Three of Act No. 264/2006 Coll. Amending certain laws in connection with the adoption of the Labour Code.
- 39) Part Two of Act No. 315/2006 Coll. Amending Act No. 26/2000 Coll. Public auctions, as amended, and certain other laws.
- 40) Part Three of Act No. 443/2006 Coll. Amending Act No. 178/2005 Coll. To abolish the National Property Fund of the Czech Republic and the Ministry of Finance in the privatization of property of the Czech Republic (Act on the abolition of the National Property Fund) and Act No. 319/2001 Coll. amending Act No. 21/1992 Coll. on Banks, as amended.
- 41) Part Six of Act No. 296/2007 Coll. Amending Act No. 182/2006 Coll. On Bankruptcy and Settlement (Insolvency Act), as amended, and certain acts in connection with its acceptance.
- 42) PART TEN Act No. 230/2008 Coll., Amending Act No. 256/2004 Coll., The Capital Market, as amended, and other related laws.
- 43) Part Three of Act No. 306/2008 Coll. Amending Act No. 155/1995 Coll., On Pension Insurance, as amended, Act No. 582/1991 Coll. On the organization and implementation of social security as amended, and certain other laws.
- 44) Part six laws No. 384/2008 Coll. Amending Act No. 155/1998 Coll. On sign language and amending other Acts and other related laws.



- 45) Part Six of Act No. 215/2009 Coll. Amending Act No. 513/1991 Coll., Commercial Code, as amended, Act No. 627/2004 Coll. European companies, as amended , Law No. 21/1992 Coll. on Banks, as amended by Act No. 126/2002 Coll., Act No. 357/1992 Coll. on inheritance tax, gift tax and real estate transfer tax, as amended, zákon No. 125/2008 Coll. on the transformation of commercial companies and cooperatives, and Act No. 40/1964 Coll., the Civil Code, as amended.
- 46) Part Three of Act No. 227/2009 Coll. Amending certain laws in connection with the adoption of the basic registers.
- 47) Part Five, Act No. 285/2009 Coll. Amending certain laws in connection with the adoption of the Payment System.
- 48) Part Two of Act No. 155/2010 Coll. Amending certain laws to improve their applications and to reduce the administrative burden on businesses.
- 49) Part of the Act No. 28/2011 Coll. Amending Act No. 40/1964 Coll., The Civil Code, as amended, and other related laws.
- 50) Act No. 132/2011 Coll. Amending Act No. 40/1964 Coll., The Civil Code, as amended, and Act No. 102/1992 Coll. Adapting some of the issues associated with the release zákona No. 509/1991 Coll. amending, supplementing and adapting the Civil Code, as amended.
- 51) PART ELEVEN zákona No. 139/2011 Coll. Amending Act No. 284/2009 Coll. On payments, as amended by Act No. 156/2010 Coll., And some other laws.
- 52) Act No. 116/1990 Coll. Lease of nonresidential space.
- 53) Part Five, with regard to § 24 section 3 of Act No. 403/1990 Coll. To mitigate the consequences of certain property injustices.
- 54) Act No. 529/1990 Coll. Amending and supplementing Act No. 116/1990 Coll. On the lease of commercial premises, as amended by Act No. 403/1990 Coll. To mitigate the consequences of certain property injustices.
- 55) § 26 paragraph 1 of Act No. 229/1991 Coll. Regulate the ownership of land and other agricultural property.
- 56) Act No. 540/1991 Coll. Amending and supplementing Act No. 116/1990 Coll. On the lease of commercial premises, as amended by Act No. 403/1990 Coll. and Act No. 529/1990 Coll.
- 57) Act No. 302/1999 Coll. Amending Act No. 116/1990 Coll. On the lease of commercial premises, as amended.
- 58) Act No. 522/2002 Coll. Amending Act No. 116/1990 Coll. On the lease of commercial premises, as amended, and repealing Act No. 124/1990 Coll. On the scope national committees for the implementation of certain provisions of the lease of nonresidential space.

- 59) Act No. 360/2005 Coll. Amending Act No. 116/1990 Coll. On the lease of commercial premises, as amended.
- 60) Act No. 72/1994 Coll. Adapting certain co-ownership relationship to buildings and some ownership rights to housing and non-residential premises and supplementing certain Acts (Act on ownership).
- 61) Act No. 97/1999 Coll. Amending Act No. 72/1994 Coll. Adapting certain co-ownership relationship to buildings and some ownership rights to housing and non-residential premises and supplementing certain Acts (Act on Ownership) , as amended.
- 62) Part of the Act No. 103/2000 Coll. Amending Act No. 72/1994 Coll. Adapting certain co-ownership relationship to buildings and some ownership rights to housing and non-residential premises and supplementing certain Acts (Act on Ownership dwellings), as amended, Act No. 344/1992 Coll. Cadastre of the Czech Republic (Cadastral Act), as amended by Act No. 89/1996 Coll., Act No. 586/1992 Coll. on Income Tax, as amended, Act No. 549/1991 Coll. on court fees, as amended, Act No. 40/1964 Coll., the Civil Code, as amended, and Act No. 357/1992 Coll . on inheritance tax, gift tax and real estate transfer tax, as amended.
- 63) Part Three of Act No. 229/2001 Coll. Amending Act No. 219/2000 Coll. Property of the Czech Republic and its Representation in Legal Relations, as amended by Act No. 492/2000 Coll., And some other laws.
- 64) Part One Act No. 451/2001 Coll. Amending Act No. 72/1994 Coll. Adapting certain co-ownership relationship to buildings and some ownership rights to housing and non-residential premises and supplementing certain Acts (Act on Ownership dwellings), as amended, and certain other laws.
- 65) Part of the seventy-first Act No. 320/2002 Coll., Amending and repealing certain acts in connection with the termination of the district offices.
- 66) Part Three of Act No. 437/2003 Coll. Amending Act No. 563/1991 Coll. On Accounting, as amended, and certain other laws.
- 67) Act No. 171/2005 Coll. Amending Act No. 72/1994 Coll. Adapting certain co-ownership relationship to buildings and some ownership rights to housing and non-residential premises and supplementing certain Acts (Act on Ownership) , as amended.
- 68) parts of the thirty Act No. 179/2005 Coll. Amending certain laws in connection with the adoption of the abolition of the National Property Fund of the Czech Republic.
- 69) Part of the thirty-fourth of the Act No. 296/2007 Coll. Amending Act No. 182/2006 Coll. On Bankruptcy and Settlement (Insolvency Act), as amended, and certain acts in connection with its acceptance .

- 70) Part of the fifty-first of Act No. 227/2009 Coll. Amending certain laws in connection with the adoption of the basic registers.
- 71) Part One Act No. 345/2009 Coll. Amending Act No. 72/1994 Coll. Adapting certain co-ownership relationship to buildings and some ownership rights to housing and non-residential premises and supplementing certain Acts (Act on Ownership dwellings), as amended, and Act No. 183/2006 Coll. Zoning and Building Code (Building Act), as amended.
- 72) Act No. 513/1991 Coll. Commercial Code.
- 73) Art. VII of the Act No. 264/1992 Coll., Which amends the Civil Code, repealed the law on the state and the procedure before a notary public Notary (Notary Act) and amending and supplementing certain other laws.
- 74) Art. III of Act No. 286/1993 Coll. Amending and supplementing Act No. 63/1991 Coll. On Protection of Competition, as amended by Act No. 495/1992 Coll., And Act No. 513/1991 Coll. Commercial Code, as amended by Act No. 264/1992 Coll., Act No. 591/1992 Coll. and Act No. 600/1992 Coll.
- 75) Art. II of Law No. 156/1994 Coll. Amending and supplementing Act No. 21/1992 Coll. On Banks, as amended, supplementing Act No. 513/1991 Coll. Commercial Code, as amended, and Act No. 328/1991 Coll. on Bankruptcy and Settlement, as amended.
- 76) Art. II of Law No. 84/1995 Coll. Amending and supplementing Act No. 530/1990 Coll. Bonds, as amended, Act No. 513/1991 Coll., Commercial Code, as amended, Act No. 328/1991 Coll. on Bankruptcy and Settlement, as amended, Act No. 99/1963 Coll. of Civil Procedure, as amended, and Act No. 21/1992 Coll. Banks, amended.
- 77) Art. III of Act No. 94/1996 Coll. Amending and supplementing Act No. 328/1991 Coll. On Bankruptcy, as amended, Act No. 455/1991 Coll., On Trades (Trade Act) , as amended, Act No. 513/1991 Coll. Commercial Code, as amended, and Act No. 40/1964 Coll., the Civil Code, as amended.
- 78) Art. I of Act No. 142/1996 Coll. Amending and supplementing Act No. 513/1991 Coll. Commercial Code, as amended, and Act No. 99/1963 Coll. Of Civil Procedure, as amended regulations.
- 79) Part Six of Act No. 15/1998 Coll. Surveillance in the capital market and on amendments to other Acts.
- 80) Art. II of Law No. 165/1998 Coll. Amending Act No. 21/1992 Coll. On Banks, as amended, and certain other Acts.
- 81) Part Five, Act No. 356/1999 Coll. Amending Act No. 455/1991 Coll., On Trades (Trade Act), as amended, and certain other laws.

- 82) Part Seven Law No. 27/2000 Coll. Amending certain laws in connection with the adoption of public auctions.
- 83) PART TWELVE Act No. 29/2000 Coll. On postal services and amending certain Acts (Act on Postal Services).
- 84) Part Three of Act No. 30/2000 Coll. Amending Act No. 99/1963 Coll. Of Civil Procedure, as amended, and certain other laws.
- 85) Part V of Act No. 105/2000 Coll. Amending Act No. 328/1991 Coll. On Bankruptcy, as amended, and certain other laws.
- 86) Part Four of the Act No. 367/2000 Coll. Amending Act No. 40/1964 Coll., The Civil Code, as amended, and certain other laws.
- 87) Part of the Act No. 370/2000 Coll. Amending Act No. 513/1991 Coll., Commercial Code, as amended, Act No. 358/1992 Coll. On notaries and their activities (the Notarial Code ), as amended, Act No. 15/1998 Coll. Securities and Exchange Commission and on Amendments to Other Acts, as amended by Act No. 30/2000 Coll., Act No. 200/1990 Coll. on misdemeanors , as amended, Act No. 99/1963 Coll. of Civil Procedure, as amended, and Act No. 328/1991 Coll. on Bankruptcy and Settlement, as amended.
- 88) Part Two of Act No. 120/2001 Coll. On court executors and execution activities (Execution Act) and amending other Acts.
- 89) Part V of Act No. 353/2001 Coll., Amending Act No. 563/1991 Coll. On Accounting, as amended, and certain other laws.
- 90) Part Five of the Act No. 15/2002 Coll. Amending Act No. 238/1992 Coll., On some measures related to the protection of public interest and incompatibilities between certain functions (Conflict of Interest Act), as amended, and some other laws.
- 91) Part Two of Act No. 125/2002 Coll. Amending certain laws in connection with the adoption of the Payment System Act.
- 92) Part Five, Act No. 126/2002 Coll. Amending Act No. 21/1992 Coll. On Banks, as amended, Act No. 219/1995 Coll., The Foreign Exchange Act, as amended, zákon No. 593/1992 Coll. reserves to determine the income tax base, as amended, Act No. 239/2001 Coll. Czech Consolidation Agency and amending certain Acts (the Czech Consolidation Agency), as amended Act No. 15/2002 Coll., Act No. 513/1991 Coll. Commercial Code, as amended, and Act No. 363/1999 Coll. insurance and amending certain related acts (Insurance Act), in amended.
- 93) Part Twenty Two of Act No. 151/2002 Coll. Amending certain laws in connection with the adoption of the Administrative Procedure Code.

- 94) Part Seven Act No. 308/2002 Coll. Amending Act No. 15/1998 Coll. Securities and Exchange Commission and on Amendments to Other Acts, as amended, and certain other laws.
- 95) Part of the thirty-seventh of Act No. 309/2002 Coll., Amending laws related to adoption of the service of state employees in administrative offices and the remuneration of such employees and other employees in administrative authorities (the Service Act).
- 96) Part Three of Act No. 312/2002 Coll. Local government officials and amending certain laws.
- 97) Part One Law No. 88/2003 Coll. Amending Act No. 513/1991 Coll., Commercial Code, as amended, Act No. 40/1964 Coll., The Civil Code, as amended, Act No. 99/1963 Coll. of Civil Procedure, as amended, Act No. 591/1992 Coll. the Securities Act, as amended, Act No. 358/1992 Coll. on notaries and their activities (Notarial Code), as amended, Act No. 370/2000 Coll. amending Act No. 513/1991 Coll., Commercial Code, as amended, Act No. 358/1992 Coll. Notaries and their activities (the Notarial Code), as amended, Act No. 15/1998 Coll. Securities and Exchange Commission and on Amendments to Other Acts, as amended by Act No. 30/2000 Coll., Act No. 200 / 1990 Coll. on misdemeanors, as amended, Act No. 99/1963 Coll. of Civil Procedure, as amended, and Act No. 328/1991 Coll. on Bankruptcy and Settlement, as amended, as amended by Act No. 501/2001 Coll. and the Constitutional Court No. 476/2002 Coll., Act No. 219/2000 Coll. property of the Czech Republic and its Representation in Legal Relations, as amended, and Act No. 455/1991 Coll. Trades (Trade Act), as amended.
- 98) Part Two of Act No. 437/2003 Coll. Amending Act No. 563/1991 Coll. On Accounting, as amended, and certain other laws.
- 99) Part Three of Act No. 85/2004 Coll. Amending Act No. 252/1997 Coll. On agriculture, as amended, and certain other laws.
- 100) Part Two of Act No. 257/2004 Coll. Amending certain laws in connection with the adoption of the Capital Market, the Collective Investment Act and the Act on Bonds.
- 101) Part Two of Act No. 360/2004 Coll. On the European Economic Interest Grouping (EEIG) and amending Act No. 513/1991 Coll. Commercial Code, as amended, and Act No. 586/1992 Coll. the Income Tax Act, as amended (the Act on European Economic Interest Grouping).
- 102) Part Two of Act No. 484/2004 Coll. Amending Act No. 143/2001 Coll. On Protection of Competition and amending certain Acts (Act on Protection of Competition), as amended by Act No. 340/2004 Coll ., Act No. 513/1991 Coll. Commercial Code, as amended, and Act No. 526/1990 Coll. on prices, as amended.
- 103) Part Five, Act No. 499/2004 Coll. On archives and records management and amending certain laws.

- 104) Part fourth Order No. 554/2004 Coll. Amending Act No. 40/1964 Coll., The Civil Code, as amended, Act No. 99/1963 Coll. Of Civil Procedure, as amended , Act No. 358/1992 Coll. on notaries and their activities (the Notarial Code), as amended, Act No. 513/1991 Coll. Commercial Code, as amended, and Act No. 337/1992 Coll . on taxes and fees, as amended.
- 105) Part Five of Act No. 179/2005 Coll. Amending certain laws in connection with the adoption of the abolition of the National Property Fund of the Czech Republic.
- 106) Part of the Act No. 216/2005 Coll. Amending Act No. 513/1991 Coll., Commercial Code, as amended, Act No. 99/1963 Coll. Of Civil Procedure, as amended , Act No. 189/1994 Coll. senior court officials, as amended, and Act No. 358/1992 Coll. on notaries and their activities (the Notarial Code), as amended.
- 107) of the ninth Act No. 377/2005 Coll. On the supplementary supervision of banks, credit unions, insurance companies and investment firms in financial conglomerates and amending some other Acts (Act on Financial Conglomerates).
- 108) of the ninth Act No. 413/2005 Coll., Amending laws in connection with the law on protection of classified information and security capacity.
- 109) PART TWELVE Act No. 56/2006 Coll., Amending Act No. 256/2004 Coll., The Capital Market, as amended, and other related laws.
- 110) Part Twenty Three of Act No. 57/2006 Coll., Amending laws in connection with the unification of financial supervision.
- 111) PART ELEVEN Act No. 79/2006 Coll., Amending Act No. 85/1996 Coll. On Advocacy, as amended, and other related laws.
- 112) Part Seven Act No. 81/2006 Coll., Amending Act No. 365/2000 Coll. On public administration information systems and amending some other Acts, as amended, and other related laws.
- 113) Part One Act No. 308/2006 Coll. Amending certain laws in connection with the adoption of a European Cooperative Society.
- 114) Part Three of Act No. 269/2007 Coll. Amending Act No. 365/2000 Coll. On public administration information systems and amending some other Acts, as amended, and other related laws.
- 115) PART TWELVE Act No 296/2007 Coll., Amending Act No. 182/2006 Coll. On Bankruptcy and Settlement (Insolvency Act), as amended, and certain acts in connection with its acceptance.
- 116) Part of the Act No. 344/2007 Coll. Amending Act No. 513/1991 Coll. Commercial Code, as amended, and Act No. 200/1990 Coll. On misdemeanors, as amended .

- 117) Part Three of Act No. 36/2008 Coll. Amending Act No. 634/1992 Coll. On Consumer Protection, as amended, Act No. 40/1995 Coll. On the regulation of advertising and amending zákona No. 468/1991 Coll. on radio and television broadcasting, as amended, as amended, and Act No. 513/1991 Coll. Commercial Code, as amended.
- 118) Part Two of Act No. 104/2008 Coll. On takeover bids and amending certain other laws (Law on takeover bids).
- 119) Part Two of Act No. 126/2008 Coll. Amending certain laws in connection with the adoption of the transformation of commercial companies and cooperatives.
- 120) Part Eight of Act No. 130/2008 Coll., Amending Act No. 455/1991 Coll., On Trades (Trade Act), as amended, and other related laws.
- 121) Part Five, Act No. 230/2008 Coll., Amending Act No. 256/2004 Coll., The Capital Market, as amended, and other related laws.
- 122) Part of the Act No. 215/2009 Coll. Amending Act No. 513/1991 Coll., Commercial Code, as amended, Act No. 627/2004 Coll. European companies, as amended , Law No. 21/1992 Coll. on Banks, as amended by Act No. 126/2002 Coll., Act No. 357/1992 Coll. on inheritance tax, gift tax and real estate transfer tax, as amended, zákon No. 125/2008 Coll. on the transformation of commercial companies and cooperatives, and Act No. 40/1964 Coll., the Civil Code, as amended.
- 123) Part Three of Act No. 217/2009 Coll. Amending Act No. 182/2006 Coll. On Bankruptcy and Settlement (Insolvency Act), as amended, and other related laws.
- 124) Part of the twenty-second of Act No. 227/2009 Coll. Amending certain laws in connection with the adoption of the basic registers.
- 125) Part Seven Act No. 230/2009 Coll., Amending Act No. 256/2004 Coll., The Capital Market, as amended, and other related laws.
- 126) Part Six Act No. 285/2009 Coll. Amending certain laws in connection with the adoption of the Payment System.
- 127) Part One of Act No. 420/2009 Coll. Amending Act No. 513/1991 Coll. Commercial Code, as amended, and other related laws.
- 128) Act No. 152/2010 Coll. Amending Act No. 513/1991 Coll. Commercial Code, as amended.
- 129) Part Three of Act No. 409/2010 Coll., Amending laws in connection with the adoption of financial security.
- 130) PART THIRTEEN zákona No. 427/2010 Coll. Amending Act No. 326/1999 Coll. On stay of foreigners in the Czech Republic and amending certain Acts, as amended, Act No. 325/1999 Coll. on Asylum and Amendment to Act No. 283/1991 Coll. of Police of the Czech Republic, as amended, (Asylum Act), as amended, and other related laws.

- 131) Part Five of the Act No. 188/2011 Coll. Amending Act No. 189/2004 Coll. On Collective Investment, as amended, and other related laws.
- 132) Act No. 94/1963 Coll. Family.
- 133) Act No. 132/1982 Coll. Amending and supplementing Act of the family.
- 134) Act No. 234/1992 Coll. Amending and supplementing Act No. 94/1963 Coll. Family, as amended by Act No. 132/1982 Coll.
- 135) Art. I of Law No. 91/1998 Coll. Amending and supplementing Act No. 94/1963 Coll. Family, as amended, and amending other Acts.
- 136) Part Two of Act No. 360/1999 Coll. Amending certain laws in connection with the adoption of social and legal protection of children.
- 137) Part Two of Act No. 301/2000 Coll. Registries, name and surname and amendment of related laws.
- 138) Part Two of Act No. 109/2002 Coll. On institutional and protective education in schools on preventive care in school facilities and to amend other Acts.
- 139) Part Forty Three of Act No. 320/2002 Coll., Amending and repealing certain acts in connection with the termination of the district offices.
- 140) Act No. 321/2002 Coll. Amending Act No. 94/1963 Coll. Family, as amended.
- 141) Part Two of Act No. 315/2004 Coll. Amending Act No. 117/1995 Coll. On state social support, as amended, Act No. 94/1963 Coll. Family, as amended , and Act No. 359/1999 Coll. on Social and Legal Protection of Children, as amended.
- 142) Part Three of Act No. 383/2005 Coll. Amending Act No. 109/2002 Coll. On institutional and protective education in schools on preventive care in school facilities and to amend other Acts, as amended regulations, and other related laws.
- 143) Part Two of Act No. 112/2006 Coll. Amending certain laws in connection with the adoption of the subsistence level and the Act on assistance in material need.
- 144) Part Four of Act No. 115/2006 Coll. On registered partnership and amending certain related acts.
- 145) Part Two of Act No. 134/2006 Coll. Amending Act No. 359/1999 Coll. On Social and Legal Protection of Children, as amended, Act No. 94/1963 Coll. On family, as amended, Act No. 99/1963 Coll. of Civil Procedure, as amended, Act No. 117/1995 Coll. on state social support, as amended, and Act No. 200/1990 Coll. , on Offences, as amended.
- 146) Part Seven of Act No. 227/2006 Coll. Research on human embryonic stem cells and related operations and amending certain related acts.



- 147) Part Forty Three of Act No. 342/2006 Coll. Amending certain laws related to the area of civil registration and some other laws.
- 148) Part Two of Act No. 259/2008 Coll. Amending Act No. 99/1963 Coll. Of Civil Procedure, as amended, and certain other laws.
- 149) Act No. 42/1980 Coll. On economic relations with foreign countries.
- 150) Act No. 102/1988 Coll. Amending and supplementing Act No. 42/1980 Coll. On economic relations with foreign countries.
- 151) Act No. 113/1990 Coll. Amending and supplementing Act No. 42/1980 Coll. On economic relations with foreign countries, as amended by Act No. 102/1988 Coll.
- 152) Part Three, in terms of § 5 of Act No. 223/1994 Coll. To merge the Czechoslovak Chamber of Commerce with the Economic Chamber of the Czech Republic, on certain related measures and amending and supplementing Act of the Czech National Council No. 301 / 1992 Coll. Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic, as amended by Act No. 121/1993 Coll.
- 153) Part Six of Act No. 227/2009 Coll. Amending certain laws in connection with the adoption of the basic registers.
- 154) Act No. 83/1990 Coll. On association of citizens.
- 155) Act No. 300/1990 Coll. Amending and supplementing Act No. 83/1990 Coll. On association of citizens.
- 156) Art. I of Law No. 68/1993 Coll. Amending and supplementing certain laws in the field of general internal administration.
- 157) Part Eight of Act No. 151/2002 Coll. Amending certain laws in connection with the adoption of the Administrative Procedure Code.
- 158) Part Two of Act No. 230/2006 Coll. Amending Act No. 89/1995 Coll. On State Statistical Service, as amended, and other related laws.
- 159) Part of the thirty-fifth Act No. 342/2006 Coll. Amending certain laws related to the area of civil registration and some other laws.
- 160) Act No. 33/2008 Coll. Amending Act No. 83/1990 Coll. On Association of Citizens, as amended.
- 161) PART TWELVE Act No. 227/2009 Coll. Amending certain laws in connection with the adoption of the basic registers.
- 162) Part Six of Act No. 424/2010 Coll., Amending Act No. 111/2009 Coll. Basic registers, as amended by Act No. 100/2010 Coll., And other related laws.
- 163) Act No. 248/1995 Coll. Generally beneficial companies and amending certain laws.

- 164) Act No. 208/2002 Coll. Amending Act No. 248/1995 Coll. Generally beneficial companies and amending certain laws.
- 165) PART SIXTEEN Act No. 320/2002 Coll., Amending and repealing certain acts in connection with the termination of the district offices.
- 166) Part Four of Act No. 437/2003 Coll. Amending Act No. 563/1991 Coll. On Accounting, as amended, and certain other laws.
- 167) Part of the forty-fourth of Act No. 296/2007 Coll. Amending Act No. 182/2006 Coll. On Bankruptcy and Settlement (Insolvency Act), as amended, and certain acts in connection with its acceptance .
- 168) PART ELEVEN Act No. 126/2008 Coll. Amending certain laws in connection with the adoption of the transformation of commercial companies and cooperatives.
- 169) Part sixtieth Act No. 227/2009 Coll. Amending certain laws in connection with the adoption of the basic registers.
- 170) Act No. 231/2010 Coll. Amending Act No. 248/1995 Coll. Generally beneficial companies and amending certain Acts, as amended.
- 171) Act No. 59/1998 Coll. On liability for defective products.
- 172) Act No. 209/2000 Coll. Amending Act No. 59/1998 Coll. On liability for defective products.
- 173) Part One and Part Nine § 35 and 36 of Act No. 227/1997 Coll. On foundations and endowment funds and amending and supplementing some related laws (Act on Foundations and Endowment Funds).
- 174) Part One Act No. 210/2002 Coll. Amending Act No. 227/1997 Coll. On foundations and endowment funds and amending and supplementing some related laws (Act on Foundations and Endowment Funds), and Act No. 586/1992 Coll. on Income Tax, as amended.
- 175) PART SIXTEEN Act No. 257/2004 Coll. Amending certain laws in connection with the adoption of the Capital Market, the Collective Investment Act and the Act on Bonds.
- 176) Part of the fifty-second of Act No. 296/2007 Coll. Amending Act No. 182/2006 Coll. On Bankruptcy and Settlement (Insolvency Act), as amended, and certain acts in connection with its acceptance .
- 177) PART TWELVE Act No. 126/2008 Coll. Amending certain laws in connection with the adoption of the transformation of commercial companies and cooperatives.
- 178) Part of the seventy-first Act No. 227/2009 Coll. Amending certain laws in connection with the adoption of the basic registers.

- 179) Act No. 158/2010 Coll. Amending Act No. 227/1997 Coll. On foundations and endowment funds and amending and supplementing some related laws (Act on Foundations and Endowment Funds), as amended.
- 180) Part Eight of Act No. 160/2010 Coll. Amending certain laws in connection with the adoption of the European Parliament and the Council on Credit Rating Agencies.
- 181) PART THIRTEEN Act No. 188/2011 Coll. On Collective Investment, as amended, and other related laws.
- 182) Act No. 102/1992 Coll. Adapting some of the issues associated with the release of Act No. 509/1991 Coll. Amending, supplementing and regulated by the Civil Code.
- 183) Part Eight of Act No. 227/1997 Coll. On foundations and endowment funds and amending and supplementing some related laws (Act on Foundations and Endowment Funds).
- 184) Act No. 126/1998 Coll. Amending Czech National Council Act No. 102/1992 Coll. Adapting some of the issues associated with the release of Act No. 509/1991 Coll. Amending, supplementing and adapting Civil Code, as amended by Act No. 227/1997 Coll.
- 185) Part of the thirty-ninth of Act No. 320/2002 Coll., Amending and repealing certain acts in connection with the termination of the district offices.
- 186) Part Two of Act No. 359/2005 Coll. Amending Act No. 40/1964 Coll., The Civil Code, as amended, and certain related laws.
- 187) Act No. 591/1992 Coll. The Securities Act.
- 188) Act No. 89/1993 Coll. Amending Czech National Council Act No. 591/1992 Coll. The Securities Act.
- 189) Part Eight of Act No. 331/1993 Coll., On the state budget of the Czech Republic in the year 1994 and amending certain laws.
- 190) Art. II and Article III, section 15 of Act No. 259/1994 Coll., Which amends and supplements Czech National Council No. 586/1992 Coll. On Income Tax, as amended, and the Czech National Council No. 591/1992 Coll. the Securities Act, as amended.
- 191) Act No. 152/1996 Coll., Which amends and supplements Czech National Council No. 591/1992 Coll. The Securities Act, as amended, and Act No. 214/1992 Coll. Stock securities, as amended.
- 192) Part Three of Act No. 15/1998 Coll. Surveillance in the capital market and on amendments to other Acts.
- 193) Art. II of Law No. 70/2000 Coll. Amending Act No. 229/1992 Coll. On commodity exchanges, as amended, Act No. 591/1992 Coll. The Securities Act, as amended, and Act No. 214/1992 Coll. Stock Exchange, as amended.

- 194) Part Two of Act No. 307/2000 Coll. On agricultural and farm leaves warehouse public storage and amending certain related acts.
- 195) Part One Act No. 362/2000 Coll. Amending Act No. 591/1992 Coll. The Securities Act, as amended, and certain other laws.
- 196) Part Two of Act No. 259/2001 Coll. On State Bond Programme for Settlement of loss Consolidation Bank in Prague, the state financial institution, for the year 1999 and amending Act No. 591/1992 Coll. The Securities Act, as amended .
- 197) Part Two of Act No. 308/2002 Coll. Amending Act No. 15/1998 Coll. Securities and Exchange Commission and on Amendments to Other Acts, as amended, and certain other laws.
- 198) Part Four of Act No. 88/2003 Coll. Amending Act No. 513/1991 Coll., Commercial Code, as amended, Act No. 40/1964 Coll., The Civil Code, as amended, Law No. 99/1963 Coll. of Civil Procedure, as amended, Act No. 591/1992 Coll. the Securities Act, as amended, Act No. 358/1992 Coll. on notaries and their activities (Notarial Code), as amended, Act No. 370/2000 Coll. amending Act No. 513/1991 Coll., Commercial Code, as amended, Act No. 358/1992 Coll. Notaries and their activities (the Notarial Code), as amended, Act No. 15/1998 Coll. Securities and Exchange Commission and on Amendments to Other Acts, as amended by Act No. 30/2000 Coll., Act No. 200 / 1990 Coll. on misdemeanors, as amended, Act No. 99/1963 Coll. of Civil Procedure, as amended, and Act No. 328/1991 Coll. on Bankruptcy and Settlement, as amended, as amended by Act No. 501/2001 Coll. and the Constitutional Court No. 476/2002 Coll., Act No. 219/2000 Coll. property of the Czech Republic and its Representation in Legal Relations, as amended, and Act No. 455/1991 Coll. Trades (Trade Act), as amended.
- 199) Part of the Act No. 257/2004 Coll. Amending certain laws in connection with the adoption of the Capital Market, the Collective Investment Act and the Act on Bonds.
- 200) Part Eight of Act No. 56/2006 Coll. Amending Act No. 256/2004 Coll., The Capital Market, as amended, and other related laws.
- 201) Part of the twenty-seventh of Act No. 296/2007 Coll. Amending Act No. 182/2006 Coll. On Bankruptcy and Settlement (Insolvency Act), as amended, and certain acts in connection with its acceptance .
- 202) Part Six of Act No. 230/2008 Coll. Amending Act No. 256/2004 Coll., The Capital Market, as amended, and other related laws.
- 203) Part Forty of Act No. 227/2009 Coll. Amending certain laws in connection with the adoption of the basic registers.
- 204) Part Five of Act No. 409/2010 Coll., Amending laws in connection with the adoption of financial security.

- 205) Part One Act No. 37/2004 Coll. Insurance Contract and Amendments to Related Acts (the Insurance Contract Act).
- 206) PART FOURTEEN Act No. 377/2005 Coll. On the supplementary supervision of banks, credit unions, insurance companies and investment firms in financial conglomerates and amending some other Acts (Act on Financial Conglomerates).
- 207) PART ELEVEN Act No. 57/2006 Coll., Amending laws in connection with the unification of financial supervision.
- 208) Part Five of Act No. 198/2009 Coll. On equal treatment and legal means of protection against discrimination and amending certain acts (Antidiscrimination Act).
- 209) Part one hundred forty-second Act No. 227/2009 Coll. Amending certain laws in connection with the adoption of the basic registers.
- 210) Part One Act No. 278/2009 Coll., Amending laws in connection with the adoption of the Insurance Act.
- 211) Government Regulation No. 142/1994 Coll. Fixing the amount of default interest and fee payment under the Civil Code.
- 212) Government Regulation No. 163/2005 Coll. Amending Government Regulation No. 142/1994 Coll. Fixing the amount of default interest and fee payment under the Civil Code.
- 213) Government Regulation No. 33/2010 Coll. Amending Government Regulation No. 142/1994 Coll. Fixing the amount of default interest and fee payment under the Civil Code, as amended by Government Regulation No. 163/2005 Coll .
- 214) Government Regulation No. 258/1995 Coll. Which the Civil Code.
- 215) Government Regulation No. 174/2009 Coll. Amending Government Regulation No. 258/1995 Coll. Which the Civil Code.
- 216) Government Regulation No. 371/2004 Coll., Which are issued model articles of association of owners.
- 217) Government Regulation No. 151/2006 Coll. Amending Government Regulation No. 371/2004 Coll., Which are issued model articles of association of owners.
- 218) Decree No. 47/1964 Coll. Money services to citizens.
- 219) Decree No. 136/1969 Coll., Amending Decree No. 47/1964 Coll. Money services to citizens, as amended by Decree No. 45/1965 Coll.
- 220) Decree No. 27/1982 Coll. Amending and supplementing Decree of the Ministry of Finance No. 47/1964 Coll. Money services to citizens, as amended by the Federal Ministry of Finance No. 136/1969 Coll.

- 221) Decree No. 146/1990 Coll. Amending and supplementing Decree Ministry of Finance No. 47/1964 Coll. Money services to citizens, as amended.
- 222) Decree No. 133/1964 Coll. Road Transport Regulations.
- 223) Decree No. 74/1981 Coll. Amending and supplementing Decree Ministry of Transport No. 133/1964 Coll. Road Transport Regulations.
- 224) Decree No. 106/1984 Coll. Amending and supplementing Decree Ministry of Transport No. 133/1964 Coll. Road Transport Regulations.
- 225) Decree No. 18/1965 Coll. Terms of maintenance and repair of motor vehicles for road transport in the property of citizens and non-socialist organizations.
- 226) Decree No. 17/1966 Coll. Air transport regulations.
- 227) Decree No. 15/1971 Coll. Supplementing the Ministry of Transport Decree No. 17/1966 Coll. Air transport regulations.
- 228) Decree No. 121/1980 Coll. Financial assistance in the transfer group of houses of cooperative ownership.
- 229) Decree No. 122/1980 Coll. Single contribution to alternative measures of housing citizens who released an apartment in the building managed state socialist organizations.
- 230) Decree No. 69/1982 Coll. Amending and supplementing Decree of the Federal Ministry of Finance, Ministry of Finance of the Czech Socialist Republic and the Ministry of Finance of the Slovak Socialist Republic No. 122/1980 Coll. Single contribution to alternative measures of housing citizens be released in the building managed state socialist organizations.
- 231) Decree No. 136/1985 Coll. Financial, credit and other assistance to cooperative and individual housing construction and upgrading of houses in private ownership.
- 232) Decree No. 74/1989 Coll. Amending and supplementing Decree of the Federal Ministry of Finance, Ministry of Finance of the Czech Socialist Republic, the Ministry of Finance of the Slovak Socialist Republic and the Chairman of the State Bank of Czechoslovakia No. 136/1985 Coll. Financial, credit and other assistance, cooperative and individual housing construction and upgrading of houses in private ownership.
- 233) Decree No. 73/1991 Coll. Amending and supplementing Decree of the Federal Ministry of Finance, Ministry of Finance of the Czech Socialist Republic, the Ministry of Finance of the Slovak Socialist Republic and the Chairman of the State Bank of Czechoslovakia No. 136/1985 Coll. Financial, credit and other assistance, cooperative and individual housing construction and upgrading of houses in private ownership, as amended by Decree No. 74/1989 Coll.

- 234) Decree No. 398/1992 Coll. Amending and supplementing Decree of the Federal Ministry of Finance, Ministry of Finance of the Czech Socialist Republic, the Ministry of Finance of the Slovak Socialist Republic and the Chairman of the State Bank of Czechoslovakia No. 136/1985 Coll. Financial, credit and other assistance, cooperative and individual housing construction and upgrading of houses in private ownership, as amended by Decree No. 74/1989 Coll. and Decree No. 73/1991 Coll.
- 235) Decree No. 89/1998 Coll. Amending Decree of the Federal Ministry of Finance, Ministry of Finance of the Czech Socialist Republic, the Ministry of Finance of the Slovak Socialist Republic and the Chairman of the State Bank of Czechoslovakia No. 136/1985 Coll. Financial, credit and other assistance cooperative and individual housing construction and upgrading of houses in private ownership, as amended.
- 236) Decree No. 385/2000 Coll. Amending Decree of the Federal Ministry of Finance, Ministry of Finance of the Czech Socialist Republic, the Ministry of Finance of the Slovak Socialist Republic and the Chairman of the State Bank of Czechoslovakia No. 136/1985 Coll. Financial, credit and other assistance cooperative and individual housing construction and upgrading of houses in private ownership, as amended.
- 237) Decree No. 440/2001 Coll. Compensation pain and social impairment.
- 238) Decree No. 50/2003 Coll. Amending Ordinance No. 440/2001 Coll. Compensation pain and social impairment.

§ 3081

Efficiency

This Act comes into force on 1 January 2014.

Nemcova v r

Klaus R. v.

Necas v r

---

1) Council Directive of 25 July 1985 on the approximation of laws, regulations and administrative provisions of Member States concerning liability for defective products (85/374/EEC).

Council Directive of 20 December 1985 to protect consumers in respect of contracts negotiated away from business premises (85/577/EEC).

Council Directive of 18 December 1986 on the coordination of the laws of the Member States relating to self-employed commercial agents (86/653/EEC).

Council Directive of 22 June 1987 on the coordination of laws, regulations and administrative provisions relating to legal expenses insurance (87/344/EEC).

Council Directive of 13 June 1990 on package travel, package holidays and package tours (90/314/EEC).

Council Directive of 5 April 1993 on unfair terms in consumer contracts (93/13/EEC).

European Parliament and the Council of 20 May 1997 on the protection of consumers in respect of distance contracts (97/7/EC).

European Parliament and the Council of 6 October 1997 amending Directive 84/450/EEC concerning misleading advertising so as to include comparative advertising (97/55/EC).

European Parliament and the Council of 16 February 1998 on consumer protection in the indication of prices of products offered to consumers (98/6/EC).

European Parliament and the Council of 25 May 1999 on certain aspects of the purchase of consumer goods and guarantees for consumer goods (1999/44/EC).

European Parliament and the Council of 29 June 2000 on combating late payment in commercial transactions (2000/35/EC).

European Parliament and the Council of 12 December 2006 concerning misleading and comparative advertising (2006/114/EC).

European Parliament and the Council of 14 January 2009 on consumer protection in relation to certain aspects of timeshare (timeshare), long-term holiday products, resale and exchange contracts (2008/122/EC).

Directive of the European Parliament and Council Directive 2009/101/EC of 16 September 2009 on coordination of safeguards which are to protect the interests of members and others are required by Member States of companies within the meaning of Article 48 of the Treaty, with a view to making such safeguards equivalent